

**WEST CONTRA COSTA
UNIFIED SCHOOL DISTRICT**

BOARD OF TRUSTEES



MISSION STATEMENT

We provide the highest quality education to enable all students to make positive life choices, strengthen our community, and successfully participate in a diverse and global society.

We provide excellent learning and teaching experiences; safe, student-centered learning environments; and support for all students and employees. We develop and maintain productive community partnerships and individual and collective accountability.

MEETING OF
July 29, 2009

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
JOINT BOARD OF EDUCATION AND
CITIZENS' BOND OVERSIGHT COMMITTEE MEETING**

**LOVONYA DEJEAN MIDDLE SCHOOL
MULTI-PURPOSE ROOM
3400 MACDONALD AVENUE
RICHMOND, CA 94805**

JULY 29, 2009

6:00 – 7:20 PM

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION MEETING**

JULY 29, 2009

7:30 – 10:30 PM

BOARD AGENDA PACKETS AND INFORMATION:

Complete Board meeting packets are available for review at the Administration Building, the District's six high schools, and at public libraries throughout West County.

Complete Board agendas and packets are available online at:
<http://www.wccusd.k12.ca.us/board/packets/index.htm>

VIEWING AND LISTENING TO THE BOARD MEETINGS:

Television:

Live television broadcast of regularly scheduled Board meetings is temporarily suspended due to construction at the Richmond Civic Center. Board meetings will be rebroadcast by the City of Pinole on PCTV Channel 26/28, the City of Richmond KCRT Channel 28 and the City of Hercules Cable Channel 28. Please check the city websites for local listings of rebroadcast schedules.

You may also find the complete meeting available on a tape-delay basis through the Richmond City Web Page at: <http://www.kcrt.com> within a few days of the recording date.

Radio:

Radio broadcast of regularly scheduled Board meetings is temporarily suspended.

Audio tapes of Board meetings are kept on file in the Communications Office, Room 215, 1108 Bissell Avenue, Richmond, CA 94801 (510-231-1132). The Board of Education would like to acknowledge the cities of Pinole and Richmond for their generosity in helping to televise WCCUSD Board of Education meetings.

ATTENDING BOARD MEETINGS:

The public is warmly invited to attend and participate in all WCCUSD Board of Education meetings.

Location: **LOVONYA DEJEAN MIDDLE SCHOOL**
 3400 MACDONALD AVENUE
 RICHMOND, CA 94805

Time: The meeting times for tonight are as follows:

- | | |
|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 4:30 PM | The Board will convene at 4:30 PM in the Multi-Purpose Room to receive comments from anyone wishing to address the Board regarding closed session items (see Exhibit A). The Board will then adjourn to closed session. |
| 6:00 PM | Joint Meeting of the Board of Education and Citizens' Bond Oversight Committee |
| 7:20 PM | Break |
| 7:30–10:30 PM | The Board will reconvene in open session to address the regular agenda. |

Special Accommodations: Upon written request to the District, disability-related modifications or accommodations, including auxiliary aids or services, will be provided. Please contact the Superintendent's Office at 510-231-1101 at least 48 hours in advance of meetings.

“of children be more careful than anything.”
e.e. cummings

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
JOINT BOARD OF EDUCATION AND
CITIZENS' BOND OVERSIGHT COMMITTEE MEETING
MEETING AGENDA**

**JULY 29, 2009
6:00 – 7:20 PM**

A. OPENING PROCEDURES

A.1 Welcome and Meeting Procedures

A.2 Roll Call

B. DISCUSSION ITEMS

- * **B.1 Leonard McNeil, Mayor of San Pablo, will provide a presentation regarding students being employed in construction jobs using bond funds. (20 minutes)**
- * **B.2 WCCUSD Reporter Publication**
- * **B.3 Bond Program Projects Schedule Update. Review anticipated bond sales and project schedules.**

C. PUBLIC AND COMMITTEE COMMUNICATIONS

(Education Code 35145.5; Government Code 54950 et seq.)

C.1 Public Comment

Public Comment for items not on the agenda. Public comment on agenda items shall be at the time of consideration of the items.

D. ADJOURNMENT

The public may address items which are marked with an asterisk (*).

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION MEETING
MEETING AGENDA
JULY 29, 2009
7:30 – 10:30 PM**

B. OPENING PROCEDURES

B.1 Pledge of Allegiance

B.2 Welcome and Meeting Procedures

B.3 Roll Call

B.4 Report/Ratification of Closed Session

* **B.5 Agenda Review and Adoption** (Public Comment)

* **B.6 Board Minutes:** June 24, 2009; July 8, 2009

C. BUSINESS ITEMS

CONSENT ITEMS (Routine Matters)

Consent Calendar Items designated by "CI" are considered routine and will be enacted, approved and adopted by one motion, unless a request for removal, discussion or explanation is received from any Board member or member of the public in attendance. Items the Board pulls for discussion or explanation will be addressed following Section E.

***CI C.1 Contracted Services**

Comment:

Permission is requested of the Board of Education to approve the contracts for services as detailed dated July 29, 2009.

Recommendation: Recommend Approval

Fiscal Impact: As noted per contracts summary

***CI C.2 Grants/Awards/Agreements**

Comment:

Formal Acceptance is requested of the Board of Education to accept the grants/awards/agreements as detailed dated July 29, 2009.

Recommendation: Recommend Approval

Fiscal Impact: As noted per grants summary

***CI C.3 Acceptance of Donations**

Comment:

The District has received donations as summarized dated July 29, 2009. The estimated values for any non-cash donations are those provided by the donor. Staff recommends acceptance of these donations.

Recommendation: Recommend Approval

Fiscal Impact: As noted per donations summary

***CI C.4 Approval of Fund-Raising Activities**

Comment:

The planned fund-raising events for the 2009-10 school year are summarized dated July 29, 2009.

Recommendation: Recommend Approval

Fiscal Impact: Additional revenue for schools

***CI C.5 Notification of Claim Approval and Settlement Payment**

Comment:

The District has received a claim requesting compensation for property damage. The District's risk management firm has investigated the claim and is requesting the School Board to ratify the authorized settlement payment.

Recommendation: Ratify the authorized approval of claim and payment for property damage

Fiscal Impact: Self-Insurance Program

***CI C.6 Acceptance of Contracts for Placement of Student Teachers**

Comment:

Teachers in this district provide supervision and evaluation for students seeking credentials to teach in California public school classrooms. These arrangements are made between the institution of higher education and the individual classroom teacher at no cost to the district.

Staff requests approval from the Board of Education to accept Contracts for Placement of Student Teachers as detailed dated July 29, 2009.

Recommendation: Recommend Approval

Fiscal Impact: None

***CI C.7 Notice of Completions: Bid E068154 TLC Portable Ramps Replacement, E068155 TLC Fencing & Gate Replacement Project, E068147 Pinole Valley HS Communication System Replacement**

Comment:

A substantial Completion Notice has been received for:

Bid E068154 TLC Portable Ramps Replacement
Bid E068155 TLC Fencing & Gate Replacement Project
Bid E068147 Pinole Valley HS Communication System Replacement

Major construction projects are subject to acceptance by the governing board before a Notice of Completion can be processed, and final payment of the contract made. (BP 7470)

Staff recommends acceptance of the work completed by the following contractors:

Steamline Builders Bid E068154 TLC Portable Ramps Replacement
Chain Link Fence Bid E068155 TLC Fencing & Gate Replacement Project
A & E Emaar Bid E068147 Pinole Valley HS Communication System Replacement

Recommendation: Recommend approval of these notice of completions

Fiscal Impact: None

***CI C.8 Revised Board of Education Annual Resolutions 02-0910, 04-0910, 05-0910**

Comment:

Approval is recommended of the Revised Board of Education Annual Resolutions 02-0910, 04-0910 and 05-0910 for the 2009-2010 school year.

Recommendation: Recommend Approval

Fiscal Impact: None

***CI C.9 Certificated Personnel Changes**

Comment:

Routine personnel changes include actions to hire, promote, or terminate certificated employees in accord with appropriate laws, established policies and procedures.

Recommendation: Recommend Approval

Fiscal Impact: None

***CI C.10 Certificated Provisional Internship Permit (PIP) Request(s)**

Comment:

The Provisional Internship Permit (PIP) was created in response to the phasing out of emergency permits and became effective on July 1, 2005. It allows an employing agency to hire an individual who has not yet met the subject matter competence requirement needed to enter an internship program. Prior to requesting a PIP, the employing agency must verify that a diligent search has been made, and a fully credentialed teacher cannot be found. The PIP is issued for one (1) year and is renewable one time only provided the teacher has taken all appropriate subject matter examinations, but has not yet passed those tests.

Recommendation: Recommend Approval

Fiscal Impact: None

***CI C.11 Ratification and Approval of Engineering Services Contracts**

Comment:

Contracts have been initiated by staff using previously qualified consulting, engineering, architectural, or landscape architectural firms to assist in completion of the referenced projects. Many of the firms are already under contract and the staff-initiated work may be an extension of the firm's existing contract with the District. Public contracting laws have been followed in initially qualifying and selecting these professionals.

Recommendation: Ratify and approve contracts

Fiscal Impact: Total for this action: \$409,800. Funding sources as noted.

***CI C.12 Ratification and Approval of Negotiated Change Orders**

Comment:

Staff is seeking ratification of Change Orders on the following current District construction projects: Pinole Valley High School Communications System and Coronado Elementary Modular Buildings. Change Orders are fully executed by the District upon signature by the Superintendent's designee. Board ratification is the final step required under state law in order to complete payment and contract adjustment.

Recommendation: Ratify and approve negotiated Change Orders as noted

Fiscal Impact: Total ratification and approval by this action: (\$5,449.49).

***CI C.13 Adoption of Resolution No. 19-0910 in Support of Office of Public School Construction Applications for Modernization, New Construction, and Overcrowding Relief Grants at District Bond Program Sites**

Comment:

The District is proceeding with a number of applications for state funding from the Office of Public School Construction (OPSC). This resolution is in support of all of the District's applications for modernization or new construction funding. It is also specifically referencing the Overcrowding Relief Grant (ORG)

program. This program will provide additional funding for the District at sites with limited acreage and with substantial numbers of portables that are being replaced with new two-story construction to reduce overcrowding on the site. It is anticipated that the District will apply for ORG funding at Ford Elementary and Dover Elementary.

Recommendation: Adopt Resolution No.19-0910 in support of Office of Public School Construction applications for Modernization, New Construction, and Overcrowding Relief Grants at district bond program sites.

Fiscal Impact: None at this time. Approval of this resolution will support OPSC funding applications which will provide state funding to the District's Bond Program.

***CI C.14 Kennedy High School Fire Alarm Project Award of Contract**

Comment:

The fire alarm system at Kennedy High School has not been upgraded since the original construction of the school. The existing system does not meet current code requirements and lacks a number of important features. The upgrade to the system includes a new head end, heat & smoke detectors, pull stations, and horn/strobe devices. The work involves extensive rewiring which will penetrate existing walls and ceilings where hazardous materials may be present. The scope includes abatement of hazardous materials, monitoring, and air testing/clearance for occupancy.

Powell and Partners Architects prepared plans and specifications for the Kennedy High School Fire Alarm project. The District conducted a public bid of the project. Bids were opened on June 30, 2009. Six Contractors submitted bids. They are as follows: Mike Brown Electric \$863,574; Kudsk Construction \$814,000; Vanden Bros. Electric \$787,648; Del Monte Electric \$692,500; and Nema Construction \$675,000.

After the receipt of bids, and in accordance with the District's timelines, the District received a bid protest on the project from the second low bidder against the apparent low bidder. Staff followed the District's standard procedures for protest resolution by requesting a response from the low bidder. The low bidder disputes all of the allegations referenced in the bid protest. In addition, we received a legal opinion regarding the bid protest which confirms that the protest is a challenge related to the qualifications and "responsibility" of the low bidder, rather than a simple "responsiveness" protest. Untangling the conflicting allegations in this type of protest would involve a hearing and potential legal appeals, with cost and time implications for the District. After due consideration, the most appropriate and expedient course of action for the District is to reject all bids and authorize staff to rebid the project, with inclusion of the District's pre-qualification requirements.

Recommendation: Reject all bids and authorize staff to rebid the project.

Fiscal Impact: None at this time

***CI C.15 Coronado Elementary Fence & Gates Emergency Repair Project: Acceptance of Bid Alternate**

Comment:

The District has received funding from the state's Emergency Repair Program for replacement of severely deteriorated fences and gates at the Coronado Elementary School site. The Board awarded the contract at its meeting on June 24, 2009, to Chain Link Fence and Supply, Inc., the lowest responsive, responsible bidder. The bids for the project included two Bid Alternates. One for vinyl slats and one for vinyl coated, 1" mesh. District staff has since determined that it would be appropriate to accept the bid alternate for vinyl coated, 1" mesh in the area of the main driveway opposite the 23rd street access. The contractor has indicated that they will honor the original Bid Alternate. The bidder is still low with the Bid Alternate. The project will still be within budget.

Recommendation: Accept Bid Alternate for vinyl-coated, 1" mesh

Fiscal Impact: \$11,213. Funded by Emergency Repair Program

***CI C.16 Crespi Jr. High Emergency Repair Program Kitchen Repairs Contract Award**

Comment:

The District has received funding from the state Emergency Repair Program ("ERP") to replace seriously deteriorated flooring and kitchen finishes at the Crespi Jr. High site.

District staff prepared bid documents for the state-approved project. A public bid process was conducted by the District. Bids were opened on July 21, 2009. Three Contractors submitted bids. They are as follows: G.F. Watson Construction \$53,690; California Constructors \$43,000; and, Michael G. McKim \$41,334. The lowest responsive, responsible bidder is Michael G. McKim at \$41,334.

Recommendation: Award contract to lowest responsive, responsible bidder.

Fiscal Impact: \$41,334. Funded from the Emergency Repair Program ("ERP").

***CI C.17 Crespi Jr. High Emergency Repair Program Paving Contract Award**

Comment:

The District has received funding from the state Emergency Repair Program ("ERP") to replace seriously deteriorated paving at the Crespi Jr. High site.

HY Architects prepared bid documents for the state-approved project. The District conducted a public bid process for the project. Bids were opened on July 21, 2009. Six Contractors submitted bids. They are as follows: Bruce Carrone Paving \$404,234; W.R. Forde Assoc. \$357,000; Galedrige Construction \$335,555; Bay Cities Paving and Grading \$302,000; American Asphalt \$295,043; and, O.C. Jones \$279,300. The lowest responsive, responsible bidder is O.C. Jones at \$279,300.

Recommendation: Award contract to lowest responsive, responsible bidder.

Fiscal Impact: \$279,300. Funded from the Emergency Repair Program ("ERP").

***CI C.18 Williams Lawsuit Complaints Quarterly Reports**

Comment:

The Williams Lawsuit requires that a quarterly report be brought before the Board of Education reflecting the number of complaints filed with any school in the district during a particular quarter. This report reflects the time period from April 1, 2009 through June 30, 2009.

Recommendation: For Approval

Fiscal Impact: None

D. AWARDS, RECOGNITIONS, AND REPORTS

D.1 Standing Reports

Representatives of the following committees and employee unions are invited to provide a brief update to the Board. Representatives from these groups need to sign up to speak prior to the beginning of this item on the agenda by submitting a “Request to Address the Board” form. Five minutes may be allowed for each subcommittee or group listed below:

Academic Subcommittee	Public Employees Local 1
Bayside Parent Teacher Association	School Supervisors Association
Citizens' Bond Oversight Committee	United Teachers of Richmond
Community Budget Advisory Committee	West Contra Costa Administrators Association
Facilities Subcommittee	
Ivy League Connection	
Safety Committee	
Special Education Citizens Advisory Committee	
Youth Commission	

*** D.2 Update on School Resource Officer Programs**

Comment:

The School Resource Officer program began three years ago and is a concerted effort between the District and local law enforcement agencies to provide safety services on high school campuses. Representatives from the participating law enforcement agencies will provide feedback and data on the program. The District will also recognize the efforts of the Site and Student supervisors to maintain safety on our campuses.

Recommendation: Report Only

Fiscal Impact: None

*** D.3 Report on Status of Measure J, Series C Bond Sales**

Comment:

Staff will provide a presentation and information on the status of the Measure J, Series C Bond Sales.

Recommendation: For Information Only

Fiscal Impact: None

* **D.4 Budget Report Updates**

Comment:

Staff will provide information for the 2009-10 district budget.

Recommendation: For Information Only

Fiscal Impact: None

* **D.5 In Memory of Members of the School Community**

Comment:

The District would like to take time to recognize the contributions of members of our school community who have passed away. The District requests the community to submit names to be reported as a regular part of each agenda.

Lillian Kong, senior at Hercules Middle High School, recently passed away. She had been a student at Hercules since entering as a seventh grader. Lily attended a combination of general education and special education classes, and was working towards her high school diploma. Lily was visually impaired and hearing impaired due to a growth syndrome called Morquio Syndrome. Her death was unrelated to her disability. She will be greatly missed by all who knew her.

Our thoughts go out to the family and friends in the loss of their loved one.

Recommendation: For Information Only

Fiscal Impact: None

E. PUBLIC AND COMMITTEE COMMUNICATIONS
(Education Code 35145.5; Government Code 54950 et seq.)

* **E.1 Superintendent's Report**

* **E.2 WCCUSD Public Comment**

Members of the public are invited to speak to the Board about any matter that is not otherwise on the agenda and is related to issues affecting public education in the WCCUSD. **Approximately 30 minutes will be allocated for this item.** If there are more requests to speak than can be heard within this time limit, "WCCUSD Public Comment" will continue after Item G. Individuals wishing to speak must submit a "WCCUSD Public Comment" form prior to the beginning of this item on the agenda.

Depending on the number of persons who wish to speak, from one to three minutes will be allocated to each speaker at the discretion of the President of the Board in order to accommodate as many speakers as possible. The Board cannot dialogue on any issues brought before it by the public that have not been previously agendized, but may refer these to staff for response and/or placement on future agendas.

F. ACTION ITEMS

*** F.1 Resolution No. 17-0910: In Support of the Employee Free Choice Act (HR 1409)**

Comment:

In the National Labor Relations Act of 1935 (29 U.S.C. Sec. 151 et seq.) the United States Congress declared it to be the policy of the United States to encourage the practice of collective bargaining by protecting the exercise by workers of full freedom of association, self-organization, and designation of representatives of their own choosing for the purpose of negotiating the terms and conditions of their employment or other mutual aid or protection.

While the National Labor Relations Act is supposed to protect and encourage collective bargaining, in reality our laws have become so outdated that workers are routinely denied that freedom to join unions and bargain collectively with their employers for a better life.

The Employee Free Choice Act (EFCA) (H.R. 1409) would authorize the National Labor Relations Board to certify a union as the bargaining representative when a majority of employees voluntarily sign authorizations designating that union to represent them; provide for first contract mediation and arbitration; and establish meaningful penalties for violations of a worker's freedom to choose a union.

Recommendation: Approve Resolution No. 17-0910: In Support of the Employee Free Choice Act

Fiscal Impact: None

*** F.2 Resolution 21-0910 Authorizing the Issuance of Refunding Bonds**

Comment:

The Board is requested to approve Resolution No. 21-0910 authorizing the issuance and sale of up to \$80,000,000, a refunding of the District's existing general obligation bonds.

By issuing refunding bonds, the District can shift existing obligations coming due in the next several years to later in the repayment period, thereby creating additional capacity to pay interest on the Measure J, Series C Bonds.

This Resolution authorizes the issuance of up to \$80,000,000 of bonds to refund or refinance any outstanding bonds of the District approved by the District's voters. Pursuant to the Government Code, the bonds will be issued and sold by the District. The bonds will be sold by negotiated sale by Piper Jaffray & Co., as senior managing underwriter, and Siebert Brandford Shank & Co., LLC and Stone & Youngberg LLC, as co-managers. This Resolution authorizes staff to determine the most beneficial financing structure, which will enable the District to restructure existing debt in order to optimize the issuance of new money bonds (Measure J, Series C) within the tax rate constraint. The sale is tentatively scheduled for August 11, 2009. This Resolution directs staff to take the necessary actions, and approves the form of documents to be used in marketing and issuing the bonds:

- the Official Statement, describing the security for and repayment provisions of the bonds and giving financial and operating information about the District;
- the Continuing Disclosure Certificate;

- the Bond Purchase Contract, between the District and the underwriters;
- the Paying Agent Agreement; and
- the Escrow Agreement.

This Resolution will enable the District to issue refunding bonds in an amount not to exceed \$80,000,000.

Recommendation: Recommend Approval

Fiscal Impact: To be determined

* **F.3 Resolution No. 22-0910: Emergency Substitute Teacher Pay Authorization**

Comment:

The District and the United Teachers of Richmond have been in negotiations for a contract for 2008-09 since May of 2008. The parties have exhausted the requirements under the law including mediation and fact finding. On July 8, 2009, the Board adopted a resolution to implement certain provisions of the contract that have either a financial impact or are required as a result of the District's status as a "Performance Improvement" district. At this time, the United Teachers of Richmond is considering conducting a strike. In order for the District to be adequately prepared to provide an educational program for students during a strike, the District needs to be in position to hire substitute teachers.

Recommendation: That the Board approve Resolution 22-0910 to set a maximum rate for substitute pay and to authorize the hiring of additional temporary security staff.

Fiscal Impact: To be determined

* **F.4 Agreement with the Cities of Richmond, El Cerrito, Pinole and Hercules and the Office of the Sheriff-Coroner to provide School Resource Officer (SRO) services to district campuses.**

Comment:

The District has finalized individual agreements with the Cities of Richmond, El Cerrito, Pinole and Hercules and the Office of the Sheriff-Coroner to provide a total of eighteen, full-time School Resource Officers (SRO) to the district.

Recommendation: Recommend Approval

Fiscal Impact: \$1,969,000.00

* **F.5 Addition of Board Policy 5145.9 Students – Hate-Motivated Behavior**

Comment:

The District would like to adopt a policy to promote harmonious relationships that enable students to gain a true understanding of the civil rights and social responsibilities of people in our society. This policy will provide a definition of hate-motivated behavior, provide training and education for staff and students about the impact of exhibiting hate-motivated behavior and implement a course of disciplinary action for

students demonstrating hate-motivated behavior in accordance with Board Policy and administrative regulations.

Recommendation: Recommend Approval

Fiscal Impact: None

G. DISCUSSION ITEMS

None

H. UNFINISHED REQUESTS TO ADDRESS THE BOARD (continued from Item E)

I. COMMENTS OF THE BOARD OF EDUCATION AND SUPERINTENDENT

J. THE NEXT SCHEDULED BOARD OF EDUCATION MEETING

Lovonya DeJean Middle School – August 19, 2009

K. ADJOURNMENT

At 10:00 PM, any items remaining on the agenda that require immediate attention will be moved to this time. All other items will be tabled to another or the following Board meeting in order to make fair and attentive decisions. The meeting will adjourn at 10:30 PM. The meeting may be extended by a majority vote of the Board of Education.

The public may address items which are marked with an asterisk (*).

Agenda Item: A

A. CLOSED SESSION

A.1 CALL TO ORDER

A.2 DISCLOSURE OF ITEMS TO BE DISCUSSED IN CLOSED SESSION
(Government Code 54957.7)

A.3 RECESS TO CLOSED SESSION AS SCHEDULED

See Exhibit A

(Government Code Section 54954.5)

The **Open Session** will resume at the end of the **Closed Session** in the Multi-Purpose Room at approximately **7:30 PM.**

EXHIBIT A

(Government Code Section 54954.5)
CLOSED SESSION AGENDA

July 29, 2009

1. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

1. Negotiator: Superintendent / Dr. Bruce Harter
2. Property: Land located on either side of Lexington Avenue between Stockton Avenue and Eureka Street in El Cerrito, CA. Price and all terms of agreement.
3. Property: 1021 Navellier Street, El Cerrito, CA. Price and all terms of agreement.

2. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION

[Government Code Section 54956.9(a)]

1. WCCUSD v. RDS Architects
2. Lumagbas et al. v. WCCUSD et al.
3. Srago v. WCCUSD

3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED/POTENTIAL LITIGATION

[Government Code Section 54956.9(b)]

Four cases

4. LIABILITY CLAIMS (Government Code Section 54956.95)

5. CONFERENCE WITH LABOR NEGOTIATORS

- a. Superintendent/Dr. Bruce Harter
- b. Employee Organizations
 - UTR
 - Local One
 - School Supervisors Association
 - WCCAA
- c. Unrepresented Employees
 - Confidential and Management

6. PUBLIC EMPLOYEE APPOINTMENT

The following administrative appointments will be reported for the 2009-2010 school year:

High School Assistant Principal
K12 Instructional Specialist
Elementary School Vice Principal

7. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957)

8. STUDENT DISCIPLINE (Education Code Section 35146)

- a. Expulsions

**9. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/COMPLAINT
(Government Code Section 54957)**

10. REPORT OF CLOSED SESSION ACTIONS

West Contra Costa Unified School District
1108 Bissell Avenue
Richmond, California 94801
Office of the Superintendent

ITEM REQUIRING ATTENTION—BOARD OF EDUCATION

To: Board of Education

Meeting Date: July 29, 2009

From: Jessica R. Romeo,
Assistant Superintendent Human Resources

Agenda Item: A.6

Subject: Administrative Appointments for the 2009-2010 School Year

Background Information:

The following administrative appointments will be reported for the 2009-2010 school year:

High School Assistant Principal
K-12 Instructional Specialist
Elementary School Vice Principal

Recommendation: Recommend Approval

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

West Contra Costa Unified School District
Minutes of the Board of Education Meeting
Lovonya DeJean Middle School
3400 Macdonald Avenue
Richmond, CA 94805

July 8, 2009

A. CLOSED SESSION

B. OPENING PROCEDURES

President Audrey Miles called the meeting to order at 5:00 PM. The Board recessed into Closed Session. President Miles called the Public Session to order at 6:38 PM.

B.1 Pledge of Allegiance

President Miles led those in attendance in the pledge of allegiance.

B.2 Welcome and Meeting Procedures

President Miles offered welcome and instructions to the public regarding the meeting.

B.3 Roll Call

Board Members Present: Madeline Kronenberg, Antonio Medrano, Audrey Miles, Charles Ramsey

Board Members Absent: Tony Thurmond

Staff Present: Alejandra Alonso, Interpreter; Doris Avalos, Executive Director; Andre Bell, Senior Director Bond Finance; Martin Coyne, Director Accounting/Audits; Steve Collins, SELPA Director; Cliff Dorton, Electronics Technician; Lisa Erwin, Sr. Director Fiscal; Bill Fay, Associate Superintendent for Operations; Erin Fleming, Director Classified Employees; Luis Freese, Executive Director Maintenance and Operations; Sheri Gamba, Associate Superintendent for Business Services; Wendell Greer, Associate Superintendent K-Adult; Bruce Harter, Superintendent; Debbie Haynie, Executive Assistant to the Superintendent; Barbara Jellison, Director Food Service; Emily Millar, Director Employee Relations; Nia Rashidchi, Assistant Superintendent Educational Services; Jessica Romeo, Assistant Superintendent for Human Resources; Bill Savidge, District Engineering Officer; Marin Trujillo, Coordinator Community Engagement

B.4 Report/Ratification of Closed Session

Superintendent Harter asked the Board to ratify the vote taken in Closed Session to expel one (1) student and suspend that expulsion for placement in the West Contra Costa Unified School District.

Motion: Mr. Ramsey moved approval of the expulsion of one (1) student, suspending that expulsion for placement in the West Contra Costa Unified School District. Mr. Medrano seconded. Ms. Kronenberg, Mr. Medrano, Mr. Ramsey voted yes, Ms. Miles abstained and Mr. Thurmond was absent. Motion carried 3-0-1-1.

Superintendent Harter asked the Board to ratify the vote taken in Closed Session to expel six (6) students, suspending those expulsions for placement in the West Contra Costa Unified School District.

Motion: Mr. Medrano moved approval of the expulsion of six (6) students, suspending those expulsions for placement in the West Contra Costa Unified School District. Mr. Ramsey seconded. Ms. Kronenberg, Mr. Medrano, Mr. Ramsey and President Miles voted yes with no abstentions and Mr. Thurmond absent. Motion carried 4-0-0-1.

Superintendent Harter asked the Board to ratify the vote taken in Closed Session to approve the following administrative appointments:

Assistant Principal, Hercules Middle High School - April Scott
K-12 Instructional Specialist, Kennedy High School – Reginald Marsh
Interim Coordinator of Educational Services – Michael Aaronian

Motion: Mr. Medrano moved approval of the administrative appointments. Mr. Ramsey seconded. Ms. Kronenberg, Mr. Medrano, Mr. Ramsey and President Miles voted yes with no abstentions and Mr. Thurmond absent. Motion carried 4-0-0-1.

B.5 Agenda Review and Adoption

Public Comment:

Mike Wasilchin spoke in opposition of the approval of item F.7 regarding the School Resources Officers asking that this item be tabled to allow review of the contracts.

MOTION: Mr. Ramsey made a motion to move item F.4 to follow Consent Items. Mr. Medrano seconded. Ms. Kronenberg, Mr. Medrano, Mr. Ramsey and President Miles voted yes with no abstentions and Mr. Thurmond absent. Motion carried 4-0-0-1.

MOTION: Mr. Ramsey moved to table item F. 7 Agreement to provide School Resource Officer Services. Mr. Medrano seconded. Ms. Kronenberg, Mr. Medrano, Mr. Ramsey and President Miles voted yes with no abstentions and Mr. Thurmond absent. Motion carried 4-0-0-1.

MOTION: Mr. Ramsey moved to approve the agenda with the indicated changes. Ms. Kronenberg seconded. Ms. Kronenberg, Mr. Medrano, Mr. Ramsey and President Miles voted yes with no abstentions and Mr. Thurmond absent. Motion carried 4-0-0-1.

C. BUSINESS ITEMS

C.1 Grants/Awards/Agreements

C.2 Acceptance of Donations

C.3 Approval of Fund-Raising Activities

C.4 Notification of Claim Rejected

C.5 Notification of Claim Approval and Settlement Payment

C.6 Notice of Completions: D06081 El Cerrito HS Administration / Theater Building

C.7 Resolutions 01-0910 through 13-0910: Board of Education Annual Resolutions for the 2009-2010 School Year

C.8 Ratification and Approval of Engineering Services Contracts

This item was pulled for discussion.

C.9 Ratification and Approval of Negotiated Change Orders

C.10 Chavez Elementary Waterproofing & Windows Repair Project Award of Contract

C.11 Coronado Elementary Plumbing & Countertops Contract Award

C.12 Coronado Elementary Ceiling Tiles Replacement Contract Award

C.13 Kennedy High School Fire Alarm Project Award of Contract

This item was tabled.

C.14 Multi-Site Painting Project Award of Contract

C.15 Pinole Middle School Temporary Housing Lunch Shelter Project Award of Contract

C.16 Multi-Site Playstructures & Surfaces Project Award of Contract

This item was pulled for discussion.

C.17 2009-10 Consolidated Application for Funding Categorical Aid Programs, Part I

C.18 Revision of Board Policy 5131 Students – Conduct – Possession of Cellular Phones and Other Mobile Communications Devices

C.19 Board Meeting Dates January to July 2010

MOTION: Mr. Ramsey moved approval of the Consent Items C.1 – C.7, C.9- C.12, C.14 – C. 15, C. 17 and C.19. Ms. Kronenberg seconded. Ms. Kronenberg, Mr. Medrano, Mr. Ramsey and President Miles voted yes with no abstentions and Mr. Thurmond absent. Motion carried 4-0-0-1.

F.4 Resolution No. 16-0910: Resolution to Implement Contract Changes in United Teachers of Richmond Collective Bargaining Agreement

Public Comment:

Linda Lanning, Seana Kauble, Valerie Callura, Susan Billings, Pixie Hayward Schikele, Jean Carico, Thomas Prather, Susan Brahan, Charles Smith, Linda Lambie, Melanie Perkins, Tammy Campbell, Edwardo Martinez, Linda Jane Kole, Sarah Creeley, Cathy Travlos, Doug Marques, Tom Cuffe, Christina Slamon, Bea Lieberman, Connie Caldwell-Granger, Gail Mendes, Diane Sapp, Pat Sowden, Al Kirkman, Charles Cowens, Debbie Willis

Board Comment:

Mr. Medrano spoke about school districts struggling financially statewide and about working together in a painful time to pursue state legislators.

Ms. Miles acknowledged the anger of UTR members toward the Board. She said that Board members are also angry as they are consistently working at all levels of government to acquire additional funding for the District.

Motion: Mr. Ramsey moved approval of Resolution No. 16-0910: Resolution to Implement Contract Changes in United Teachers of Richmond Collective Bargaining Agreement. Mr. Medrano seconded. A roll call vote was taken with Ms. Kronenberg, Mr. Medrano, Mr. Ramsey and President Miles voting yes, with no abstentions and Mr. Thurmond absent. Motion carried 4-0-0-1.

A short recess was taken.

C.8 Ratification and Approval of Engineering Services Contracts

Motion: Mr. Ramsey moved to strike the contract for Dasse Design regarding Portola Middle School and approve the remainder of the Engineering Services Contracts. Mr. Medrano seconded. Ms. Kronenberg, Mr. Medrano, Mr. Ramsey and President Miles voted yes with no abstentions and Mr. Thurmond absent. Motion carried 4-0-0-1.

C.16 Multi-Site Playstructures & Surfaces Project Award of Contract

Bill Fay asked that this item be tabled and brought back at a later date.

Motion: Mr. Ramsey moved to table this item. Mr. Medrano seconded. Ms. Kronenberg, Mr. Medrano, Mr. Ramsey and President Miles voted yes with no abstentions and Mr. Thurmond absent. Motion carried 4-0-0-1.

C.18 Revision of Board Policy 5131 Students – Conduct – Possession of Cellular Phones and Other Mobile Communications Devices

Public Comment: Al Kirkman

Motion: Mr. Ramsey moved approval of the Revision of Board Policy 5131 Students – Conduct – Possession of Cellular Phones and Other Mobile Communication Devices. Mr. Medrano seconded. Ms. Kronenberg, Mr. Medrano, Mr. Ramsey and President Miles voted yes with no abstentions and Mr. Thurmond absent. Motion carried 4-0-0-1.

D. AWARDS, RECOGNITIONS, AND REPORTS

D.1 Standing Reports

Public Employees Union, Local One – Richard Leung spoke in opposition to the Board’s action related to UTR, and about leadership in the District.

Community Budget Advisory Committee – Charles Cowens announced the next meeting scheduled for July 23rd. He also spoke about the retirement of Eileen Thibault who has taken meeting minutes and has been a valuable staff member.

Ivy League Connection – Mr. Ramsey spoke about upcoming information nights for several colleges and the Brown Alumni Association mentor program. Ms. Kronenberg mentioned an article in a recent California School Boards Association publication about the Ivy League Connection.

D.2 In Memory of Members of the School Community

Dr. Harter recognized contributions of members of the community who have passed away,

Public Comment: Becky Tipp

E. PUBLIC AND COMMITTEE COMMUNICATIONS

(Education Code 35145.5; Government Code 54950 et seq.)

E.1 Superintendent’s Report

Dr. Harter provided a report of events in District schools.

E.2 WCCUSD Public Comment
Edwardo Martinez, Tammy Campbell, Charles Cowens, Al Kirkman, Karen Fenton

F. ACTION ITEMS

F.1 Resolution 13-0910 Temporary Borrowing Between Funds

Ms. Gamba provided information to the Board about temporary interfund borrowing and potential for further deferred payments from the State.

Public Comment: Al Kirkman

Motion: Mr. Ramsey moved approval of Resolution 13-0910 Temporary Borrowing Between Funds. Mr. Medrano seconded. Ms. Kronenberg, Mr. Medrano, Mr. Ramsey and President Miles voted yes, with no abstentions and Mr. Thurmond absent. Motion carried 4-0-0-1.

F.2 Resolution No. 14-0910 - Approving Engineer's Report, Confirming Diagram and Ordering Levy of Assessment for Fiscal Year 2009-10

Public Comment: None

Motion: Mr. Ramsey moved approval of Resolution No. 14-0910 Approving Engineer's Report, Confirming Diagram and Ordering Levy of Assessment for Fiscal Year 2009-10. Mr. Medrano seconded. Ms. Kronenberg, Mr. Medrano, Mr. Ramsey and President Miles voted yes, with no abstentions and Mr. Thurmond absent. Motion carried 4-0-0-1.

F.3 Resolution No. 15-0910 Measure "J" Series "C" Bond Issuance

Ms. Gamba discussed the progress made toward preparation to sell bonds for future construction projects and selection of the bond underwriting team. Ms. Gamba said that Dave Olson, financial advisor, was in the audience to address any questions from the Board.

Public Comment:

John Sheldon of the firm Morgan Stanley addressed the Board on the underwriter selection process.

Board Comment:

Board discussion followed with Ms. Gamba and Mr. Olson providing information.

Motion: Ms. Kronenberg moved approval of Resolution No. 15-0910 Measure "J" Series "C" Bond Issuance. Mr. Medrano seconded. Ms. Kronenberg, Mr. Medrano, Mr. Ramsey and President Miles voted yes, with no abstentions and Mr. Thurmond absent. Motion carried 4-0-0-1.

F.4 Resolution No. 16-0910: Resolution to Implement Contract Changes in United Teachers of Richmond Collective Bargaining Agreement

This item was moved to follow Consent Items.

F.5 Compliance with the California Environmental Quality Act: Adopt Resolution No. 18-0910 Authorizing Adoption of a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Plan for and Approval of the Fairmont Elementary School Expansion Project

Mr. Fay provided information regarding the CEQA action pertaining to the relocation process for Portola Middle School on the Fairmont site.

Public Comment: None

Motion: Mr. Ramsey moved approval of the adoption of Resolution No. 18-0910 Authorizing Adoption of a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Plan for and Approval of the Fairmont Elementary School Expansion Project. Mr. Medrano seconded. Ms. Kronenberg, Mr. Medrano, Mr. Ramsey and President Miles voted yes, with no abstentions and Mr. Thurmond absent. Motion carried 4-0-0-1.

Public Comment: None

Motion: Mr. Medrano moved approval of the Fairmont Elementary School Consolidation Utilities and Sitework project Award of Contract. Mr. Ramsey seconded. Ms. Kronenberg, Mr. Medrano, Mr. Ramsey and President Miles voted yes, with no abstentions and Mr. Thurmond absent. Motion carried 4-0-0-1.

F.7 Agreement with the Cities of Richmond, El Cerrito, Pinole and Hercules and the Office of the Sheriff-Coroner to provide School Resource Officer (SRO) Services to District Campuses

This item was tabled.

G. DISCUSSION ITEMS

G.1 Status Reports – Facilities Planning and Construction

Mr. Bill Savidge provided a report on various facilities projects throughout the District.

Public Comment: None

Board Comment:

Ms. Miles asked questions about funds for Adams and justification for use on a closed building. Mr. Savidge responded that exterior repairs would be done to keep the site from deteriorating.

Mr. Medrano asked questions about the garden and greenhouse at Adams. Mr. Savidge responded.

H. UNFINISHED REQUESTS TO ADDRESS THE BOARD (continued from Item E)

None

I. COMMENTS OF THE BOARD OF EDUCATION AND SUPERINTENDENT

Ms. Miles and Mr. Ramsey remarked on the passing of Michael Jackson, acknowledging his contributions to the world community.

J. THE NEXT SCHEDULED BOARD OF EDUCATION MEETING

Lovonya DeJean Middle School – July 29, 2009

K. ADJOURNMENT

President Miles adjourned the meeting at 9:22 PM.

Motion vote count order: Yes-No-Abstain-Absent

BH:dh

West Contra Costa Unified School District
 Minutes of the Board of Education Meeting
 Lovonya DeJean Middle School
 3400 Macdonald Avenue
 Richmond, CA 94805

June 24, 2009

A. CLOSED SESSION

B. OPENING PROCEDURES

President Audrey Miles called the meeting to order at 5:00 PM. The Board recessed into Closed Session. President Miles called the Public Session to order at 6:50 PM.

B.1 Pledge of Allegiance

President Miles led those in attendance in the pledge of allegiance.

B.2 Welcome and Meeting Procedures

President Miles offered welcome and instructions to the public regarding the meeting.

B.3 Roll Call

Board Members Present: Madeline Kronenberg, Antonio Medrano, Audrey Miles, Charles Ramsey, Tony Thurmond

Staff Present: Joe Abrego, Executive Director, Information and Technology; Leticia Mejia, Interpreter; Andre Bell, Senior Director Bond Finance; Pamala Blake, Director of Adult and Alternative Education; Steve Collins, SELPA Director; Lisa Erwin, Executive Director Business Services; Bill Fay, Associate Superintendent for Operations; Erin Fleming, Director Classified Employees; Luis Freese, Executive Director Maintenance and Operations; Sheri Gamba, Associate Superintendent for Business Services; Wendell Greer, Associate Superintendent K-Adult; Bruce Harter, Superintendent; Linda Jackson, Executive Director; Ken McDaniel, Electronics Supervisor; Emily Millar, Director Employee Relations; Raul Ramirez, Principal of Adult Education; Nia Rashidchi, Assistant Superintendent Educational Services; Vince Rhea, Executive Director; Jessica Romeo, Assistant Superintendent for Human Resources; Phyllis Rosen, Legal Assistant; Bill Savidge, District Engineering Officer; Liz Torio, Director Academic Intervention, After-School Programs, Promotion-Retention; Marin Trujillo, Coordinator Community Engagement.

B.4 Report/Ratification of Closed Session

Superintendent Harter asked the Board to ratify the vote taken in Closed Session to expel nine (9) students and suspend those expulsions for placement within the West Contra Costa Unified School District.

MOTION: Ms. Kronenberg moved to ratify the vote taken in Closed Session to expel nine (9) students and suspend those expulsions for placement within the West Contra Costa Unified School District. Mr. Medrano seconded. Ms. Kronenberg, Mr. Medrano, Mr. Ramsey, and President Miles voted yes, with Mr. Thurmond abstaining and no absences. Motion carried 4-0-1-0.

Superintendent Harter asked the Board to ratify the vote taken in Closed Session to approve the administrative appointment for Principals and Instructional Specialists, to rescind previous reassignment notices to Principals and to transfer a number of Principals.

Subsequently, the following appointments were noted:

Ramona Stokes - Principal Bayview
 Jessica Smith - Principal Chavez
 Sonja Bell - Principal Sheldon
 Jamersina Preston - IS at DeJean
 Latoya Williams - IS DeAnza
 Debbie Narasaki - IS at Lake (Interim)
 Harlan Kerr - Principal Vista Hills and Coordinator Ed Services
 Hadee Foust - Principal North
 Christina McCoy - AP at North / Harbour Way
 Terry Ismael - AP Hercules
 David Luongo - AP Kennedy
 Hector Franco-Marina - AP at Pinole Valley
 Eless Baptiste - VP at Helms
 James Ellis - IS at Helms

Instructional Specialists:

Jennifer Bender - RHS
Sewellyn Kaplan - PVHS
Humphrey Kiuruwi - ECHS
Christina Lambie - Bayview
Tracie Manipis - Dover
David Ranch - Downer
Lyda Butler - King
Darlene Almeida - Lincoln
Kim Moses - Nystrom

The Board rescinded the notice of reassignments for AP:

Yolanda Bulls - DAHS
Gabriel Chilcott - PVHS
Jose DeLeon - RHS
Nancy Ivey - RHS
Carolyn Mosley - HHS
LaDonna Williams - HHS
Jennifer Crowell - Interim PA at Middle College
Matt Burham - Portola
Sylvia Greenwood - Crespi
Pat Martin - DeJean
Jerrold Scheidt - Pinole Middle

Other Admin – Coordinator:

Susan Dunlap
Rene Franklin
Marilyn Potter
Brenda King-Randel
Janice Thompson

MOTION: Mr. Medrano moved to ratify the vote taken in Closed Session to approve the administrative appointment for Principals and Instructional Specialists, to rescind previous reassignment notices to Principals and to transfer a number of Principals. Ms. Kronenberg seconded. Ms. Kronenberg, Mr. Medrano, Mr. Ramsey, Mr. Thurmond and President Miles voted yes, with no abstentions and no absences. Motion carried 5-0-0-0.

B.5 Agenda Review and Adoption

MOTION: Mr. Ramsey moved to amend the agenda by placing Items E.1 and E.4 to follow D.1 and approve as amended. Mr. Thurmond seconded. Ms. Kronenberg, Mr. Medrano, Mr. Ramsey, Mr. Thurmond and President Miles voted yes, with no abstentions and no absences. Motion carried 5-0-0-0.

Public Comment: Kathleen Erwin

B.6 Minutes: June 3, 2009; June 6, 2009

Mr. Thurmond requested to amend the minutes of June 6, 2009, to reflect that Jill Wolkenfeld attended.

MOTION: Mr. Ramsey moved to approve the minutes of June 3 and June 6, 2009, as amended by Mr. Thurmond. Mr. Medrano seconded. Ms. Kronenberg, Mr. Medrano, Mr. Ramsey, Mr. Thurmond and President Miles voted yes, with no abstentions and no absences. Motion carried 5-0-0-0.

C. BUSINESS ITEMS

C.1 Contracted Services

C.2 Grants/Awards/Agreements

C.3 Acceptance of Donations

C.4 Approval of Fund-Raising Activities

C.5 Summary of Payroll and Vendor Warrant Reports

- C.6 Agreements for Nonpublic, Nonsectarian School/Agency Services**
- C.7 Community Budget Advisory Member Ratification**
- C.8 Certificated Personnel Changes**
Moved to follow Section E.
- C.9 Ratification and Approval of Engineering Services Contracts**
This item was amended to reflect a change in the Fiscal Impact as follows (*in italics*):
Total for this action: *\$154,575.*
- C.10 Ratification and Approval of Negotiated Change Orders**
- C.11 Approval of Architect Selection and Award of Contract for Coronado Elementary Programming and Master Planning**
- C.12 Coronado Elementary Fence & Gates Replacement Emergency Repair Program Contract Award**
- C.13 Coronado Elementary Interior Windows, Abatement, Trim Emergency Repair Program Contract Award**
- C.14 Crespi Fire Reconstruction Construction Management Services Award of Contract**
Moved to follow Section E.
- C.15 Verde Elementary Sitework Playground Renovations Project Award of Contract**
- C.16 School Consolidation Moving Services Contract Awards**
- C.17 Revised Board Policy BP 6164.6 – Identification and Education Under Section 504**
- C.18 Approval of Board Member to Attend California Latino School Boards Association (CLSBA) Conference**
Moved to follow Section E.
- C.19 Resolution 98-0809 in Support of 55% Parcel Tax Threshold**
Moved to follow Section E.

MOTION: Mr. Ramsey moved to approve the remainder of the Consent Calendar, Items C.1 through C.7, C.10 through C.13, C.15 through C.17, and Item C.9 as amended. Ms. Kronenberg seconded. Ms. Kronenberg, Mr. Medrano, Mr. Ramsey, Mr. Thurmond and President Miles voted yes, with no abstentions and no absences. Motion carried 5-0-0-0.

D. AWARDS, RECOGNITIONS, AND REPORTS

- D.1 Recognition of Boy Scouts of America Eagle Scout Nick Ortega**
Superintendent Harter recognized Eagle Scout Nick Ortega for his accomplishments and in particular for his project of redoing the entry way at Ohlone Elementary School, and awarded him with a certificate of appreciation on behalf of the Board. Mr. Ortega expressed thanks to many individuals and groups for their contributions.

Board Comment:

Mr. Ramsey congratulated Mr. Ortega and recognized his contribution to the Ivy League program. Ms. Kronenberg extended congratulations and spoke about Mr. Ortega being a model to others in every way. Mr. Thurmond thanked Mr. Ortega for his service and said he set a great example of doing well. Mr. Medrano thanked Mr. Ortega for his community service and for setting an example to other students. President Miles wished Mr. Ortega the best of luck at BYU and continuing to work in volunteering.

- E.1 Request to Address the Board – Support for the WCCUSD Adult Education Program**
Kristen Pursley, representing Communities Organized to Save Adult Education, gave a presentation regarding the services, benefits and accomplishments of Adult Education.

Public Comment: Ruth Salazar, Janet Johnson, Phanh Chiayasith, Antonia Jackson, Karen Wilairat, Christina Tworek, Patricia Orneias, Cecilia Orneias, Al Kirkman, Douglas Guilbert, Toni Favila.

- E.4 PUBLIC AND COMMITTEE COMMUNICATIONS**
(Education Code 35145.5; Government Code 54950 et seq.)

Public Comment: Al Kirkman, Eduardo Martinez, Jo Scherich, Joanna Pace, Kathleen Erwin

- D.2 Measure J Bond Sale Update**
Andre Bell, Senior Director Bond Finance, provided a presentation and update regarding the District's progress selling bonds through the Measure J project. Mr. Bell introduced Dave Olson and Joanne Braun, financial advisors from KNN, who were available to respond to questions.

Board Comment:

Mr. Ramsey thanked Mr. Medrano for emphasizing the need for minority involvement and congratulated the team for considering the needs of the community.

Mr. Medrano said he was pleased to see that the team selected is from the local area.

Ms. Kronenberg said this sets the precedent for going forward in securing our professional services and valuing local participation.

D.3 Standing Reports

Community Budget Advisory Committee: Charles Cowens announced the next meeting will be held on July 23. He spoke about fulfilling the Committee's recommendation of reestablishing a budget subcommittee with two voting board members.

Public Employees Local One: Richard Leung spoke against the proposed cuts to benefits saying that those affected were least able to afford them. He asked the District to work with Local One to look for other ways to achieve costs savings.

Academic Subcommittee Report: Nia Rashidchi provided an update on *Richmond Tales – Lost Secrets of the Iron Triangle*, this year's Science Fair, and changes being implemented to improve curriculum and instruction. Wendell Greer provided an update on the Mentoring and Multiple Pathways programs.

Board Comment:

President Miles asked Mr. Greer to state the other stakeholders and public officials involved with Multiple Pathways. Mr. Greer responded.

Mr. Thurmond congratulated the team that worked on the Pathways grant, worth \$1 million. He inquired about the status of the proposed resolution to formalize the District's involvement in the mentoring campaign.

Mr. Thurmond suggested that Board Members serving on the Academic Subcommittee take this opportunity to ask questions. He also asked that the Mentoring Program resolution be brought to the Board for approval immediately following the Subcommittee's finalization. President Miles asked Mr. Greer to speak about a timeline for the resolution. Mr. Greer responded.

Ms. Kronenberg spoke about the Academic Subcommittee's discussions on the mentoring item with regard to financial restrictions and the use of staff time. She said Mr. Greer was asked to come back with a detailed process that would prove successful and that would also clarify the difference between mentoring and volunteering.

Mr. Thurmond urged the committee to move swiftly and added that costs were being borne by other agencies.

Ms. Miles spoke about the need for program stability where the safety of students is concerned.

Ivy League Connection: Mr. Ramsey provided an update on activities of the Ivy League program and the Say Yes to Education Funding program.

Facilities Subcommittee: Mr. Medrano provided an overview of the committee meeting held on June 10, and announced the next meeting will be held on July 22. Mr. Ramsey provided additional comments.

Safety Committee: Mr. Thurmond said that the previous meeting included representatives from all police departments participating in the District's SRO program. He reported that steps are being taken to improve protocols on safety and streamlining communication among police, campus site supervisors and families. He announced the next Safety Subcommittee meeting to be held on July 22, and said the Youth Commission Planning Committee will meet again July 1st.

Board Comment:

Mr. Medrano asked whether all the police departments were able to communicate directly with one another.

Mr. Thurmond affirmed this capability for the five cities in WCCUSD. Mr. Ramsey commented that the County Sheriff's deputies were on a different system.

C.8 Certificated Personnel Changes

Public Comment: None

MOTION: Mr. Ramsey moved to approval of Item C.8. Mr. Medrano seconded. Ms. Kronenberg, Mr. Medrano, Mr. Ramsey, Mr. Thurmond and President Miles voted yes, with no abstentions and no absences. Motion carried 5-0-0-0.

C.14 Crespi Fire Reconstruction Construction Management Services Award of Contract

Public Comment: Doug Barrows of McCarthy Building Company asked the Board to reconsider the decision of the Facilities Subcommittee that initially selected then rejected his bid for this project.

Board Comment: Mr. Ramsey clarified that this was not a bond project but a claim for fire damage that mistakenly went through the bidding process and subsequently handled through the District's insurance administrators panel.

MOTION: Mr. Ramsey moved to approve Item C.14. Mr. Medrano seconded. Ms. Kronenberg, Mr. Medrano, Mr. Ramsey, Mr. Thurmond and President Miles voted yes, with no abstentions and no absences. Motion carried 5-0-0-0.

C.18 Approval of Board Member to Attend California Latino School Boards Association (CLSBA) Conference

Public Comment: Al Kirkman spoke against spending District funds for continuing education of Board members.

Board Comment:

Mr. Ramsey spoke about the importance of Board members attending conferences.

Mr. Thurmond spoke in agreement with Mr. Ramsey and for Board members obtaining and bringing back useful information.

Ms. Kronenberg spoke about approving the budgeted amount of \$750.

MOTION: Mr. Ramsey moved to approve Item C.18. Mr. Thurmond seconded. Ms. Kronenberg, Mr. Medrano, Mr. Ramsey, Mr. Thurmond and President Miles voted yes, with no abstentions and no absences. Motion carried 5-0-0-0.

C.19 Resolution 98-0809 in Support of 55% Parcel Tax Threshold

Public Comment: Al Kirkman spoke against this resolution.

Board Comment:

Superintendent Harter explained that this resolution is a request from the California School Boards Association and that although the District has been successful in passing parcel taxes at the current level, it is beyond the realm of possibility for many districts in California.

Mr. Ramsey commented that the 2/3 requirement is "blatantly unfair" and that he supports this resolution.

Mr. Medrano spoke in favor of the resolution.

Ms. Kronenberg spoke in favor of the resolution and said this is one of a few things the Board can do to fix the budget problem.

MOTION: Mr. Thurmond moved to approve Item C.19. Mr. Ramsey seconded. Ms. Kronenberg, Mr. Medrano, Mr. Ramsey, Mr. Thurmond and President Miles voted yes, with no abstentions and no absences. Motion carried 5-0-0-0.

E.2 Request to Address the Board – Growing West County School Gardens

Graciella Rossi presented information about the Growing West County School Gardens, which she said consisted of about 60 teachers, parents and community members from about 20 different schools in West Contra Costa County. She spoke about the benefits of being actively involved in school gardens and getting students more involved in science and language arts through gardening.

Board Comment:

Mr. Thurmond thanked Ms. Rossi for her work and asked whether this program had the ability to support the needs of our community. Joanna Pace, a member of Growing West County School Gardens, responded.

Ms. Kronenberg spoke about her visit to the program at Richmond High School and how it relates to Multiple Pathways.

Mr. Medrano extended his appreciation for the garden and the presentation and said he applauded the work.

Ms. Miles spoke about her experience working with school gardens and the importance of having children work with their hands.

E.3 Superintendent's Report

Superintendent Harter provided a report of activities in the District.

F. ACTION ITEMS

F.1 Public Hearing and Adoption of the 2009-10 Budget

Ms. Gamba presented an overview of the proposed 2009-10 budget commenting on the unprecedented economic times in our nation and state. She said the District's response has been excellent in working toward a balanced budget and closing the budget gap as it stood prior to the May Revise, but that the District is still facing a huge setback based upon the May 19 ballot initiative failure. She summarized the plan for fiscal recovery in light of the 08-09 fund balances and reductions in revenue limits by the state. She requested that the Board open a public hearing and move to adopt the 2009-10 budget.

President Miles opened the public hearing.

Public Comment: Charles Cowens, Eduardo Martinez, Malaika Parker

President Miles closed the public hearing.

Board Comment:

Mr. Thurmond asked for discussion about the impact of the budget regarding changes to class size reduction, restrictions being placed on Adult Education, and schools now open as a result of funding provided by the cities of Richmond and San Pablo. Ms. Gamba responded.

Mr. Thurmond asked for the information to be restated publicly. Ms. Gamba responded.

Mr. Thurmond inquired about the schools listed on the closure list for 2010-11 which are suspended pending additional funding. Ms. Gamba referenced the board resolution that pertains to school closures.

Mr. Thurmond asked for an amendment to the resolution that identified which schools would be closed in 2010-11, allowing the schools to remain unnamed at this time.

Mr. Ramsey said there was a need to adopt the budget at this time, and that the schools designated for closure in 2010-11 could be reevaluated at a later date.

Mr. Medrano inquired whether Kennedy High School, if closed, would become an education center in 2010-11. Ms. Gamba responded.

Ms. Kronenberg spoke about San Pablo and Richmond predicating their decisions for funding on the designation of schools, and she did not agree to change the resolution which she said would violate the Board's relationships with the cities.

Mr. Thurmond spoke about sending a message that was not a predetermined decision that identified specific schools, that would leave options open.

Mr. Ramsey said the budget was predicated on the cities identifying what schools they are funding and that could not be removed at this time.

Mr. Medrano said he saw no reason to modify his motion.

Mr. Thurmond made an alternative motion to delay the vote on the budget using the June 30 deadline to give negotiations a final deadline to come to some resolution and closure.

Mr. Thurmond's motion failed for lack of a second.

MOTION: Mr. Medrano moved to approve Item F.1 Adoption of the 2009-10 Budget. Mr. Ramsey seconded. A roll call vote was taken. Ms. Kronenberg, Mr. Medrano, Mr. Ramsey and President Miles voted yes, Mr. Thurmond voted no, with no abstentions and no absences. Motion carried 4-1-0-0.

F.2 Presentation, Public Hearing and Adoption of West Contra Costa Unified School District's Initial Bargaining Proposal to Public Employees, Local One for 2009-2010

Ms. Romeo introduced the initial proposal for classified employees, explaining that action on this item is basically the first step in allowing negotiations to move forward for the 2009-10 school year. She asked the Board President to open a public hearing and once completed asked the Board to adopt the initial proposal.

President Miles opened the public hearing.

Public Comment: Eduardo Martinez

President Miles closed the public hearing.

Board Comment:

Mr. Thurmond asked for a public statement from staff identifying the terms in the initial proposal. Ms. Romeo read the list of articles being opened for negotiation out loud.

MOTION: Mr. Ramsey moved to approve Item F.2 Adoption of WCCUSD's Initial Bargaining Proposal to Public Employees, Local One for 2009-10. Ms. Kronenberg seconded. A roll call vote was taken. Ms. Kronenberg, Mr. Medrano, Mr. Ramsey, Mr. Thurmond and President Miles voted yes, with no abstentions and no absences. Motion carried 5-0-0-0.

F.3 Presentation, Public Hearing and Adoption of West Contra Costa Unified School District's Initial Bargaining Proposal to School Supervisors Association for 2009-2010

Ms. Romeo introduced the initial proposal for the classified supervisors for the 2009-10 school year and read out loud the articles being opened for negotiation. She asked the Board President to open a public hearing and thereafter adopt the initial proposal.

President Miles opened the public hearing.

Public Comment: None

President Miles closed the public hearing.

MOTION: Mr. Ramsey moved to approve Item F.3 Adoption of WCCUSD's Initial Bargaining Proposal to School Supervisors Association for 2009-10. Mr. Medrano seconded. A roll call vote was taken. Ms. Kronenberg, Mr. Medrano, Mr. Ramsey, Mr. Thurmond and President Miles voted yes, with no abstentions and no absences. Motion carried 5-0-0-0.

F.4 Presentation, Public Hearing and Adoption of West Contra Costa Unified School District's Initial Bargaining Proposal to United Teachers of Richmond for 2009-2010

Ms. Romeo introduced the initial proposal for the United Teachers of Richmond for the 2009-10 school year and read out loud the articles being opened for negotiation. She asked the Board President to open a public hearing and thereafter adopt the initial proposal.

President Miles opened the public hearing.

Public Comment: Eduardo Martinez

President Miles closed the public hearing.

MOTION: Mr. Ramsey moved to approve Item F.4 Adoption of WCCUSD's Initial Bargaining Proposal to United Teachers of Richmond for 2009-10. Ms. Kronenberg seconded. A roll call vote was taken. Ms. Kronenberg, Mr. Medrano, Mr. Ramsey, Mr. Thurmond and President Miles voted yes, with no abstentions and no absences. Motion carried 5-0-0-0.

F.5 Presentation, Public Hearing and Adoption of West Contra Costa Unified School District's Initial Bargaining Proposal to West Contra Costa Administrator's Association for 2009-2010

Ms. Romeo introduced the initial proposal for the West Contra Costa Administrator's Association (WCCAA) for the 2009-10 school year and read out loud the articles being opened for negotiation. She asked the Board President to open a public hearing and thereafter adopt the initial proposal.

President Miles opened the public hearing.

Public Comment: None

President Miles closed the public hearing.

MOTION: Mr. Medrano moved to approve Item F.5 Adoption of WCCUSD's Initial Bargaining Proposal to WCCAA for 2009-10. Mr. Ramsey seconded. A roll call vote was taken. Ms. Kronenberg, Mr. Medrano, Mr. Ramsey, Mr. Thurmond and President Miles voted yes, with no abstentions and no absences. Motion carried 5-0-0-0.

F.6 Exploration of Local Funding Options

Superintendent Harter introduced this item indicating that the only option for school districts that want to be fully funded is to take the initiative to do it locally. He recommended the Board appoint a two-member committee to begin exploration by looking for a parcel tax consultant and authorize the issuance for a request for qualifications.

Public Comment: Eduardo Martinez, Jim Rogers

Board Comment:

Mr. Ramsey recommended Mr. Medrano and Ms. Kronenberg as representatives to the parcel tax subcommittee. He asked Mr. Rogers whether Richmond City Council members were willing to work in collaboration with the District regarding polling and strategies. Mr. Rogers indicated yes.

Mr. Thurmond inquired whether the Richmond City Council had determined the type of tax it would be pursuing in 2010. Mr. Rogers indicated there was no decision yet and spoke about the success of non parcel tax efforts in the past. Mr. Thurmond asked for clarification. Mr. Rogers said he is suggesting that the Council would have a Save Our Schools Citizens' initiative in June 2010 within the boundaries of the City of Richmond only.

President Miles commented on the preliminary discussions that have already occurred with Board Members and the Richmond City Council and plans to continue the process with the City of Richmond. She thanked Mr. Rogers for his commitment to the students.

Mr. Thurmond asked Board Members about their level of commitment towards both a District Parcel Tax and Save Our Schools initiative. President Miles responded.

Mr. Ramsey spoke in favor of embracing the support from the City of Richmond.

Mr. Thurmond spoke about the Board making a public statement of intention to support both measures.

Mr. Ramsey discussed the City of Richmond taxes and fees that are currently in place.

Ms. Kronenberg said it would be her intent to put the City of Richmond initiative and the District's parcel tax together. She spoke about the idea of neighborhood schools in Richmond being in alignment with both initiatives.

Mr. Medrano said he supports both measures and expressed his full commitment to work to support both communities.

MOTION: Mr. Ramsey moved to appoint Mr. Medrano and Ms. Kronenberg to a Parcel Tax Committee and authorize the issuance of a request for qualifications for a parcel tax consultant. Mr. Thurmond seconded. Ms. Kronenberg, Mr. Medrano, Mr. Ramsey, Mr. Thurmond and President Miles voted yes, with no abstentions and no absences. Motion carried 5-0-0.

F.7 Resolution No. 96-0809: Authorization to Eliminate Classified Positions and Layoff Classified Employees, After-School Programs

Ms. Romeo asked the Board to authorize the elimination of After-School Program Supervisors, and noted a revision to the précis backup in the board packet which reduced the number from 6.40 to 4.2 FTE. She said the main funding for these positions, a 21st Century Grant, was not renewed for next year and so there is a lack of funding to continue the District's program at Highland, King, Lincoln and Nystrom Elementary schools. She asked the Board to adopt the resolution to eliminate classified services based on lack of funds or lack of work.

Public Comment: None

Board Comment:

Mr. Thurmond inquired about plans to provide similar after school coordinators and asked for information for the timeline to obtain the funding that would restore the programs.

Ms. Rashidchi said there will be after school programs at these four sites supplied by community based organizations. She added she will be applying aggressively for any funding that becomes available at the state and federal level.

Mr. Thurmond asked about the timeline to renew the 21st Century grant.

Liz Torio clarified that the next cycle would be the end of December. Ms. Rashidchi confirmed that the grant had been rejected.

MOTION: Mr. Ramsey moved approval of Item F.7 Resolution 96-0809 Authorization to Eliminate Classified Positions and Layoff Classified Employees, After-School Programs as revised. Mr. Medrano seconded. A roll call vote was taken. Mr. Medrano, Mr. Ramsey and President Miles voted yes, Mr. Thurmond voted no, with no abstentions and Ms. Kronenberg absent. Motion carried 3-1-0-1.

F.8 Resolution No. 97-0809: Resolution to Decrease the Number of Certificated Employees Due to a Reduction in Particular Kinds of Services

Ms. Romeo noted a revised précis and backup has been provided. She said that pursuant to the Ed. Code §44955.5, the Board is authorized to take action to decrease the number of probationary or certificated employees by August 15, if it determines that its total revenue limit per ADA has not increased by at least 2%, and indicated this is the case per the 2009-10 adopted budget. She explained the rationale for the removal of counselors, the decreased number due to attrition and the elimination of one vice principal. Ms. Romeo asked the Board to adopt this revised resolution with a total FTE of 11.66.

Public Comment: Pixie Hayward-Schickele

MOTION: Mr. Ramsey moved approval of Item F.8 Resolution 97-0809: Resolution to Decrease the Number of Certificated Employees Due to a Reduction in Particular Kinds of Services, as revised. Ms. Kronenberg seconded. Ms. Kronenberg, Mr. Medrano, Mr. Ramsey and President Miles voted yes, Mr. Thurmond voted no, with no abstentions and no absences. Motion carried 4-1-0-0.

F.9 District Data Warehouse System and Services

Mr. Fay introduced this item and clarified how the system will pool 13 different operational and business systems that currently stand alone, enable queries and interface on day-to-day operations, and reduce staff time obtaining reports.

Public Comment: None

MOTION: Mr. Ramsey moved approval of Item F.9 District Data Warehouse System and Services. Ms. Kronenberg seconded. Ms. Kronenberg, Mr. Medrano, Mr. Ramsey, Mr. Thurmond and President Miles voted yes, with no abstentions and no absences. Motion carried 5-0-0-0.

F.10 Consolidation of Adult Education Administration

Mr. Greer asked the Board to consider the consolidation of the Adult Education program with a proposed cut back of approximately 25% that would service the Adult Education population at Alvarado and other existing school sites throughout the District.

Public Comment: Pixie Hayward-Schickele, Kristen Pursley, Antonia Jackson, Douglas Guilbert, Ken Ryan

Board Comment:

Ms. Kronenberg asked about plans to move the computer labs and whether students-especially ESL students-were surveyed. Mr. Ramirez said he spoke to a random selection of students and received varied responses.

Mr. Kronenberg asked where the students who attended Serra lived, about the GED and high school diploma classes, and where the 25% cut was coming from. Mr. Ramirez responded.

Ms. Kronenberg asked about the importance of the location and whether accessibility to other campuses could make up for the lack of the Serra campus. Mr. Ramirez said that due to several factors, he was unable to predict how attendance would be affected.

Mr. Medrano inquired about the number in attendance at Alvarado. Mr. Ramirez said approximately 1,464 attended during this past year and that historically Serra has had the largest number of fee based classes.

Mr. Medrano inquired whether Serra's attendees were from low income areas and about bus lines to Alvarado. Mr. Ramirez responded.

Mr. Thurmond asked about the proposed savings of \$85,000, whether personnel or operational. Mr. Ramirez responded primarily operational. Ms. Romeo responded regarding the prior elimination of Adult Education positions. Mr. Thurmond asked what would become of the Serra campus.

Superintendent Harter indicated it would become part of the District's surplus property. He said that although there is currently no specific plan in progress, the District must sell some properties to pay down the debt.

Mr. Thurmond inquired whether Alvarado is considered a "permanent" site and whether Adult Education could end up on the Kennedy High School site.

Superintendent Harter said that depending on the funding from City of Richmond the intent would be to stay longer at Alvarado. However, if the funding is not available, the plan is to move Adult Education to a Kennedy Education Center at Kennedy High School.

Mr. Thurmond said his hope is that Kennedy High School will stay open but that if necessary, the District should look for space at all other facilities including Contra Costa College.

Mr. Ramsey said he does not support this item and proposed revisiting the idea next year when there will be more information to make a better value assessment.

President Miles asked Ms. Gamba whether any portion of the \$85,000 savings was included in the 09-10 budget just passed. Ms. Gamba responded that it included the staffing reductions only, and if not approved staff will need to determine how to operate two campuses within the budget that has been adopted.

Mr. Ramsey proposed tabling this item.

Mr. Medrano said he favored working out something within the present budget reductions and bringing this item back next year. He said there was insufficient data regarding transportation to make a decision.

Ms. Kronenberg said she agrees with Mr. Medrano and Mr. Ramsey. She said Adult Education needs to look at alternatives if Serra is closed and have different conversations with students.

Ms. Romeo offered clarification.

The Board, by consensus, agreed to table this item.

G. DISCUSSION ITEMS

G.1 Agenda Setting Process

Superintendent Harter introduced this item at the request of the Board President and Clerk to continue the conversation about agenda setting that was scheduled at the last retreat. He opened the discussion to include the role subcommittees play, how can a board member who does not serve on a subcommittee participate and review an item without violating the Brown Act, what level of planning does the Board want for its new initiatives and what kind of detailed plans do we need.

Public Comment: Jill Wolkenfeld, Eduardo Martinez, Charles Cowens

Mr. Ramsey said he felt that the established norms and process works and that going through a subcommittee allowed for depth, full staff review, objectivity and discussion.

Mr. Medrano asked about past practice of Board members to speak at a subcommittee they are not assigned to.

Ms. Romeo said the Board member can be present, but cannot participate, even if only one of the two assigned members is present.

Ms. Kronenberg said that the subcommittee is a powerful tool to have information vetted and said it is very useful to attend a meeting and learn. She suggested an additional provision to allow for emergency situations.

Mr. Ramsey spoke about protocols that are already in place to deal with emergency situations.

Mr. Thurmond said he was waiting for a response about two items he has introduced for consideration: The Employee Free Choice resolution and an item to expedite the bidding of all projects. He commented on the current committee structure preventing the resolution's author from answering questions, and said that a subcommittee vote should not preclude an item for consideration by the Board. He spoke in favor of a committee or process where fiscal expenditures of the District get vetted every two weeks.

President Miles directed questions to Mr. Greer regarding communications with Mr. Thurmond. Mr. Greer and Mr. Thurmond responded.

President Miles asked Ms. Romeo to distinguish between a resolution and an action item. Ms. Romeo responded.

President Miles spoke to Mr. Thurmond about an item before the Safety Committee, indicating there had not been sufficient information and backup, and asked Mr. Greer to provide Mr. Thurmond with an update.

President Miles said that she never declines any Board member who wants to bring an item on the agenda, but that it needs backup information if it is an action item for approval.

Mr. Thurmond said he had not heard back regarding the Employee Free Choice act resolution item he proposed.

President Miles suggested an additional workshop to discuss how resolutions are presented.

Mr. Ramsey responded to Mr. Thurmond's comments on the accelerated process for projects indicating a resolution was not needed because projects have been accelerated and the intent was acted upon.

Mr. Medrano said he perceived this as a failure of communication and extended an apology to Mr. Thurmond.

Mr. Thurmond said he appreciated the acknowledgement.

President Miles asked Mr. Thurmond to resend the free choice resolution and commented on the need for follow up from everyone involved. She spoke about the difference between an action item and a resolution and suggested rereading the pertinent bylaw.

Mr. Thurmond commented on his communication with Mr. Greer and said he appreciated the openness of this conversation.

G.2 Status Reports – Facilities Planning and Construction

This item was tabled to the next meeting.

H. UNFINISHED REQUESTS TO ADDRESS THE BOARD (continued from Item E)

None

I. COMMENTS OF THE BOARD OF EDUCATION AND SUPERINTENDENT

None

J. THE NEXT SCHEDULED BOARD OF EDUCATION MEETING

Lovonya DeJean Middle School – July 8, 2009

K. ADJOURNMENT

President Miles adjourned the meeting at 11:35 PM.

Motion vote count order: Yes-No-Abstain-Absent

BH:pr

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
1108 Bissell Avenue
Richmond, California 94801-3135
Office of Superintendent of Schools

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education

Meeting Date: July 29, 2009

From: Sheri Gamba, Assoc. Supt., Business Services

Agenda Item: CI C.1

Subject: Contracted Services

Background Information: Permission is requested of the Board of Education to approve the following contracts for services as detailed on the attached sheets dated July 29, 2009.

Recommendation: Recommend Approval

Fiscal Impact: As noted per contracts summary.

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

CONTRACTED SERVICES

The following professional consultant services are recommended for approval.

<u>DEPARTMENT</u>	<u>DATE OF SERVICE</u>	<u>CONSULTANT NAME</u>	<u>COST & FUNDING</u>	<u>PURPOSE</u>
Curriculum-State Project	8/2/09 thru 6/30/10	Bay Area Community Resources R13912	\$89,000 ASES	Provide overall administration of the Lincoln After School Program, including academic and homework help, enrichment and recreational activities as required by the ASES grant. The program will operate every instructional day (from the first day to the last day of school), and a minimum of 15 hours AND from the time school ends until 6 p.m. The recreation activities will include: various team sports, dance, organized play and other active games. Enrichment activities will include arts and crafts, science and nature activities, cultural awareness, cooking, nutrition and health education. In addition to the academic and homework help, BACR will work with the school in coordination and participation of students in the additional academic intervention programs at the school.
Curriculum-State Project	8/2/09 thru 6/30/10	Bay Area Community Resources R13921	\$89,000 ASES	Provide overall administration of the Highland After School Program, including academic and homework help, enrichment and recreational activities as required by the ASES grant. The program will operate every instructional day (from the first day to the last day of school), and a minimum of 15 hours AND from the time school ends until 6 p.m. The recreation activities will include: various team sports, dance, organized play and other active games. Enrichment activities will include arts and crafts, science and nature activities, cultural awareness, cooking, nutrition and health education. In addition to the academic and homework help, BACR will work with the school in coordination and participation of students in the additional academic intervention programs at the school.
Curriculum-State Project	8/2/09 thru 6/30/10	Bay Area Community Resources R13917	\$89,000 ASES	Provide overall administration of the King After School Program, including academic and homework help, enrichment and recreational activities as required by the ASES grant. The program will operate every instructional day (from the first day to the last day of school), and a minimum of 15 hours AND from the time school ends until 6 p.m. The recreation activities will include: various team sports, dance, organized play and other active games. Enrichment activities will include arts and crafts, science and nature activities, cultural awareness, cooking, nutrition and health education. In addition to the academic and homework help, BACR will work with the school in coordination and participation of students in the additional academic intervention programs at the school.
Curriculum-Federal Project	8/2/09 thru 6/30/10	YMCA of the East Bay R13906	\$147,856 ASSETs/21 st Century	Provide overall administration of the Kennedy High School After School Program, including academic and homework help, enrichment and recreational activities as required by the ASSETs/21 st Century grant. The program will operate every instructional day (from the first day to the last day of school), and a minimum of 15 hours per week or until the time school ends until 6 p.m. The recreation activities will include: various team sports, dance, organized play and other active games. Enrichment activities will include arts and crafts, science and nature activities, cultural awareness, cooking, nutrition and health education. In addition to the academic and homework help, YMCA of the East Bay will work with the school in coordination and participation of students in the additional academic intervention / CAHSEE / College Prep programs at the school.

Curriculum-Federal Project	8/3/09 thru 6/30/10	YMCA of the East Bay R13904	\$177,476 ASSETs/21 st Century	YMCA of the East Bay will provide the following for El Cerrito High School After School Program: Coordination of the El Cerrito High School Program including the following staff; Program Director, Enrichment Coordinator, and Peer Programs Coordinator. Also provide after school mental health crisis assessment and supportive counseling services, after school snacks and program equipment, supplies, transportation, field trips and program incentives.
Curriculum-Federal Project	8/2/09 thru 6/30/10	City of El Cerrito Recreation Department R13911	\$89,000 ASES	Provide overall administration of the Fairmont Elementary School After School Program, including academic and homework help, enrichment and recreational activities as required by the ASES grant. The program will operate every instructional day (from the first day to the last day of school), and a minimum of 15 hours per week or until the time school ends until 6 p.m. The recreation activities will include: various team sports, dance, organized play and other active games. Enrichment activities will include arts and crafts, science and nature activities, cultural awareness, cooking, nutrition and health education. In addition to the academic and homework help, City of El Cerrito Recreation Department will work with the school in coordination and participation of students in the additional academic intervention programs at the school.
Curriculum-Federal Project	8/2/09 thru 6/30/10	City of El Cerrito Recreation Department R13909	\$78,400 ASES	Provide overall administration of the Harding Elementary School After School Program, including academic and homework help, enrichment and recreational activities as required by the ASES grant. The program will operate every instructional day (from the first day to the last day of school), and a minimum of 15 hours per week or until the time school ends until 6 p.m. The recreation activities will include: various team sports, dance, organized play and other active games. Enrichment activities will include arts and crafts, science and nature activities, cultural awareness, cooking, nutrition and health education. In addition to the academic and homework help, City of El Cerrito Recreation Department will work with the school in coordination and participation of students in the additional academic intervention programs at the school.
Curriculum-Federal Project	8/2/09 thru 6/30/10	YMCA of the East Bay R13982	\$89,000 ASES	Provide overall administration of the Sheldon After School Program, including academic and homework help, enrichment and recreational activities as required by the ASES grant. The program will operate every instructional day (from the first day to the last day of school), and a minimum of 15 hours AND from the time school ends until 6 p.m. The recreation activities will include: various team sports, dance, organized play and other active games. Enrichment activities will include arts and crafts, science and nature activities, cultural awareness, cooking nutrition and health education. In addition to the academic and homework help, YMCA of the East Bay will work with the school in the coordination and participation of students in the additional Academic Intervention Programs at the school.
Curriculum-Federal Project	8/2/09 thru 6/30/10	City of El Cerrito Recreation Department R13984	\$107,000 ASES	Provide overall administration of the Portola After School Program, including academic and homework help, enrichment and recreational activities as required by the ASES grant. The program will operate every instructional day (from the first day to the last day of school), and a minimum of 15 hours AND from the time school ends until 6 p.m. The recreation activities will include: various team sports, dance, organized play and other active games. Enrichment activities will include arts and crafts, science and nature activities, cultural awareness, cooking nutrition and health education. In addition to the academic and homework help, YMCA of the East Bay will work with the school in the coordination and participation of students in the additional Academic Intervention Programs at the school.

Curriculum- State Project	8/2/09 thru 6/30/10	Bay Area Community Resources R13988	\$89,000 ASES	Provide overall administration of the Nystrom After School Program, including academic and homework help, enrichment and recreational activities as required by the ASES grant. The program will operate every instructional day (from the first day to the last day of school), and a minimum of 15 hours AND from the time school ends until 6 p.m. The recreation activities will include: various team sports, dance, organized play and other active games. Enrichment activities will include arts and crafts, science and nature activities, cultural awareness, cooking nutrition and health education. In addition to the academic and homework help, YMCA of the East Bay will work with the school in the coordination and participation of students in the additional Academic Intervention Programs at the school.
Curriculum- State Project	8/2/09 thru 6/30/10	YMCA of the East Bay R13983	\$89,000 ASES	Provide overall administration of the Verde After School Program, including academic and homework help, enrichment and recreational activities as required by the ASES grant. The program will operate every instructional day (from the first day to the last day of school), and a minimum of 15 hours AND from the time school ends until 6 p.m. The recreation activities will include: various team sports, dance, organized play and other active games. Enrichment activities will include arts and crafts, science and nature activities, cultural awareness, cooking nutrition and health education. In addition to the academic and homework help, YMCA of the East Bay will work with the school in the coordination and participation of students in the additional Academic Intervention Programs at the school.
Curriculum- Federal Project	8/2/09 thru 6/30/10	The West Contra Costa Public Education Fund R13994	\$122,659 21 ST Century	Provide overall administration of the Pinole Middle After School Program, including academic and homework help, enrichment and recreational activities as required by the 21st Century grant. The program will operate every instructional day (from the first day to the last day of school), and a minimum of 15 hours AND from the time school ends until 6 p.m. The recreation activities will include: various team sports, dance, organized play and other active games. Enrichment activities will include arts and crafts, science and nature activities, cultural awareness, cooking nutrition and health education. In addition to the academic and homework help, The West Contra Costa Public Education Fund will work with the school in the coordination and participation of students in the additional Academic Intervention Programs at the school.
Curriculum- State Project	8/20/09 thru 6/30/10	Boys and Girls Club R14119	\$89,000 ASES	Provide overall administration of the Murphy After School Program, including academic and homework help, enrichment and recreational activities as required by the ASES grant. The program will operate every instructional day (from the first day to the last day of school), and a minimum of 15 hours AND from the time school ends until 6 p.m. The recreation activities will include: various team sports, dance, organized play and other active games. Enrichment activities will include arts and crafts, science and nature activities, cultural awareness, cooking nutrition and health education. In addition to the academic and homework help, Boys & Girls Club of El Sobrante will work with the school in the coordination and participation of students in the additional Academic Intervention Programs at the school.
Curriculum- Federal Project	8/2/09 thru 6/30/10	Public Ed Fund R3994	\$122,659 21 ST Century	Provide overall administration of the Pinole Middle School After School Program, including academic and homework help, enrichment and recreational activities as required by the 21 st Century grant. The program will operate every instructional day (from the first day to the last day of school), and a minimum of 15 hours AND from the time school ends until 6 p.m. The recreation activities will include: various team sports, dance, organized play and other active games. Enrichment activities will include arts and crafts, science and nature activities, cultural awareness, cooking nutrition and health education. In addition to the academic and homework help, The West Contra Costa Public Education Fund will work with the school in the

Curriculum-
State Project

8/20/09
thru
6/30/10

Boys and Girls Club
R14117

\$89,000
ASES

coordination and participation of students in the additional Academic Intervention Programs at the school.

Provide overall administration of the Tara Hills After School Program, including academic and homework help, enrichment and recreational activities as required by the ASES grant. The program will operate every instructional day (from the first day to the last day of school), and a minimum of 15 hours AND from the time school ends until 6 p.m. The recreation activities will include: various team sports, dance, organized play and other active games. Enrichment activities will include arts and crafts, science and nature activities, cultural awareness, cooking nutrition and health education. In addition to the academic and homework help, Boys & Girls Club of El Sobrante will work with the school in the coordination and participation of students in the additional Academic Intervention Programs at the school.

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
1108 Bissell Avenue
Richmond, California 94801-3135
Office of Superintendent of Schools

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education *Ag* **Meeting Date:** July 29, 2009
From: Sheri Gamba, Assoc. Supt., Business Services **Agenda Item:** CI C.2
Subject: Grants/Awards/Agreements

Background Information: Formal acceptance is requested from the Board of Education to accept the grants/awards/agreements, as detailed on the attached sheets dated July 29, 2009.

Recommendation: Recommend Approval

Fiscal Impact: As noted per grants summary.

DISPOSITION BY BOARD OF EDUCATION		
Motion by: _____	Seconded by: _____	
Approved _____	Not Approved _____	Tabled _____

GRANT / AWARD / AGREEMENT NOTIFICATIONS

Project Name	Project Amount for Budget Period	Funding Agency	Comments
2009 Equipment Assistance Grants	\$215,089	California Department of Education - Nutrition Services Division	For the purchase of equipment for the kitchens at RHS, Fairmont, Grant Highland, Lake, TLC, Stege, Wilson Shannon, King, Nystrom Crespi, Portola
Resource # 5315	6/30/09 - 6/30/10		PCA # 15006-00
Education for Homeless Children and Youth - ARRA - 2009	\$43,000	California Department of Education - Accountability and Improvement Division	To help support the homeless children and youth program
Resource # 5635	6/29/09 - 6/30/11		PCA # 15007
Green CPA - Automotive Technology & Alternative Energy Academy	\$42,000	California Department of Education - Secondary, Postsecondary and Adult Leadership Division	To fund the Automotive Technology and Alternative Energy Academy at El Cerrito High School
Resource # 6386	6/15/09 - 3/31/11		PCA # 24970-01

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
1108 Bissell Avenue
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Office of Superintendent of Schools

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education *Ag* **Meeting Date:** July 29, 2009
From: Sheri Gamba, Assoc. Supt., Business Services **Agenda Item:** CI C.3
Subject: Acceptance of Donations

Background Information: The District has received donations as summarized on the attached sheet dated July 29, 2009. The estimated values for any non-cash donations (as indicated by an asterisk) are those provided by the donor. Staff recommends acceptance of these donations.

Recommendation: Recommend Approval

Fiscal Impact: As noted per donations summary.

DISPOSITION BY BOARD OF EDUCATION		
Motion by: _____	Seconded by: _____	
Approved _____	Not Approved _____	Tabled _____

ACCEPTANCE OF DONATIONS

<u>Donor Name</u>	<u>Description or Purpose</u>	<u>Estimated Value</u>	<u>Receiving School or Department</u>
Genworth Foundation	For Classroom Support	\$250	Bayview Elementary School
Paul E. Dill	Equipment	\$150*	DeAnza High School
Wells Fargo Foundation	For Student Incentives	\$100	Ellerhorst Elementary School
Kaiser Permanente Community Giving Matching	For School Use	\$200	Hanna Ranch Elementary School
PG&E Corporation Campaign for the Community	For School Use	\$93	Hanna Ranch Elementary School
Wells Fargo Foundation Education Matching	For School Use	\$231	Hanna Ranch Elementary School
Macy's West GIFT	For School Use	\$39	Hanna Ranch Elementary School

* Estimated values for non-cash donations are provided by the donor.

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
1108 Bissell Avenue
Richmond, California 94801-3135
Office of Superintendent of Schools

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education *AG* **Meeting Date:** July 29, 2009

From: Sheri Gamba, Assoc. Supt., Business Services **Agenda Item:** CI ⁰ C.4

Subject: Approval of Fund-Raising Activities

Background Information: The planned fund-raising events for the 2009-10 school year are summarized on the attached sheet dated July 29, 2009.

Recommendation: Recommend Approval

Fiscal Impact: Additional revenue for schools

DISPOSITION BY BOARD OF EDUCATION		
Motion by: _____	Seconded by: _____	
Approved _____	Not Approved _____	Tabled _____

APPROVAL OF FUND-RAISERS

<u>School</u>	<u>Fund-Raising Activity</u>	<u>Activity Sponsor</u>
Ellerhorst Elementary School	Walk-A-Thon on Campus, Cherrydale Catalogue, Jamba Juice,	Principal and Staff
Richmond High School	Bay Area Legends Live on Aaliyah Jones Dance	Staff
Wilson Elementary School	Chevy's, Raiders, 49er's, Candy Sale, Spring Catalogue, Harvest Festival, Pizza Sales, Hot Dog Days, Santa Shop, T- Shirt Sale, Disney Movie Nights, Food Sales	After School Program, Staff, PTA

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
1108 Bissell Avenue
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Office of the Superintendent

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education

Date: July 29, 2009

From: Sheri Gamba, Assoc., Supt. Business Services

Agenda Item: CI C.5

Subject: Notification of Claim Approval and Settlement Payment

Background Information: The District received a claim regarding compensation for property damage. The District's risk management firm has investigated the claim and is requesting the School Board to ratify the authorized settlement payment.

Recommendation: Ratify the authorized approval of claim and payment for property damage.

Fiscal Impact: Self-Insurance Program

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

West Contra Costa Unified School District
July 29, 2009

2009-2010 CLAIM SETTLEMENT

<u>Plaintiff</u>	<u>Defendant</u>	<u>Settlement</u>
Kenneth Caton	WCCUSD	\$1,235.06

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
1108 Bissell Avenue
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Office of Superintendent of Schools

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education

Meeting Date: July 29, 2009

From: Sheri Gamba, Assoc. Supt., Business Services

Agenda Item: CI C.6

Subject: Acceptance of Contracts for Placement of Student Teachers

Background Information: Teachers in this district provide supervision and evaluation for students seeking credentials to teach in California public school classrooms. These arrangements are made between the institution of higher education and the individual classroom teacher at no cost to the district.

Staff requests approval from the Board of Education to accept Contracts for Placement of Student Teachers as detailed on the attached sheet dated July 29, 2009.

Recommendation: Recommend Approval

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION		
Motion by: _____	Seconded by: _____	
Approved _____	Not Approved _____	Tabled _____

West Contra Costa Unified School District
July 29, 2009

ACCEPTANCE OF CONTRACTS FOR PLACEMENT OF STUDENT TEACHERS

The following institutions of higher education have submitted a contract with West Contra Costa Unified School District. These institutions intend to place student teachers in the West Contra Costa Unified School District schools.

Saint Mary's College of California, Moraga, CA
Chapman University College, Walnut Creek, CA
Oakland Unified School District
Alternative Certification District Internship Partner Program, Oakland, CA

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
1108 Bissell Avenue
Richmond, California 94801-3135
Office of Superintendent of Schools

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education

Meeting Date: July 29, 2009

From: Sheri Gamba, Assoc. Supt., Business Services

Agenda Item: CI C.7

Subject: Notice of Completions: Bid E068154 TLC Portable Ramps Replacement, E068155 TLC Fencing & Gate Replacement Project, E068147 Pinole Valley HS Communication System Replacement.

Background Information: A substantial Completion Notice has been received for:

Bid E068154 TLC Portable Ramps Replacement
Bid E068155 TLC Fencing & Gate Replacement Project
Bid E068147 Pinole Valley HS Communication System Replacement

Major construction projects are subject to acceptance by the governing board before a Notice of Completion can be processed, and final payment of the contract made. (BP 7470)

Staff recommends acceptance of the work completed by the following contractors:

Steamline Builders Bid E068154 TLC Portable Ramps Replacement
Chain Link Fence Bid E068155 TLC Fencing & Gate Replacement Project
A & E Emaar Bid E068147 Pinole Valley HS Communication System Replacement

Recommendation: Recommend approval of these notices of completions.

Fiscal Impact: None.

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO
NAME WEST CONTRA COSTA
UNIFIED SCHOOL DISTRICT
STREET
ADDRESS 1108 BISSELL AVENUE
CITY &
STATE RICHMOND, CALIF 94801

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion. The completion of work is deemed to be the date of such acceptance by the Governing Board of the District (civil code 3086)

Notice is hereby given that:

1. The undersigned is owner of the property hereinafter described:
2. The full name of the owner is: Governing Board, West Contra Costa Unified School District.
3. The full address of the owner is: 1108 Bissell Avenue, Richmond, Calif. 94801.
4. A work of improvement on the property hereinafter described was completed and accepted on 07/29/09.
5. The work done was: Project E068154 TLC Portable Ramps Replacement
6. The name and address of the contractor for such work of improvement was Steamline Builders, 1700 25th Avenue, San Francisco, CA 94122 Date of Contract: 02/13/09
7. The name of the Bonding Company that provided Surety for said contractor relative to work to be performed is: Western Surety Company
8. The property on which said work of improvement was completed is located within the West Contra Costa Unified School District, County of Contra Costa, State of California, and is described and located as follows: Transition Learning Center 2465 Dolan Way, San Pablo, CA 94806

Dated: July 29, 2009

Director, General Services
West Contra Costa USD

VERIFICATION

I, the undersigned, say: I am the Director, General Services the declarant of the foregoing notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on July 29, 2009 at Richmond, California.

Director, General Services
West Contra Costa USD

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO
NAME WEST CONTRA COSTA
UNIFIED SCHOOL DISTRICT
STREET
ADDRESS 1108 BISSELL AVENUE
CITY &
STATE RICHMOND, CALIF 94801

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion. The completion of work is deemed to be the date of such acceptance by the Governing Board of the District (civil code 3086)

Notice is hereby given that:

4. The undersigned is owner of the property hereinafter described:
5. The full name of the owner is: Governing Board, West Contra Costa Unified School District.
6. The full address of the owner is: 1108 Bissell Avenue, Richmond, Calif. 94801.
6. A work of improvement on the property hereinafter described was completed and accepted on 07/29/09.
7. The work done was: Project E068155 TLC Fencing & Gate Replacement Project
7. The name and address of the contractor for such work of improvement was Chain Link Fence, 241 Rickenbacker Circle, Livermore, CA 94551 Date of Contract: 04/02/09
7. The name of the Bonding Company that provided Surety for said contractor relative to work to be performed is: The Guarantee Company of North America USA
8. The property on which said work of improvement was completed is located within the West Contra Costa Unified School District, County of Contra Costa, State of California, and is described and located as follows: Transition Learning Center 2465 Dolan Way, San Pablo, CA 94806

Dated: July 29, 2009

Director, General Services
West Contra Costa USD

VERIFICATION

I, the undersigned, say: I am the Director, General Services the declarant of the foregoing notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on July 29, 2009 at Richmond, California.

Director, General Services
West Contra Costa USD

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO
NAME WEST CONTRA COSTA
UNIFIED SCHOOL DISTRICT
STREET
ADDRESS 1108 BISSELL AVENUE
CITY &
STATE RICHMOND, CALIF 94801

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion. The completion of work is deemed to be the date of such acceptance by the Governing Board of the District (civil code 3086)

Notice is hereby given that:

7. The undersigned is owner of the property hereinafter described:
8. The full name of the owner is: Governing Board, West Contra Costa Unified School District.
9. The full address of the owner is: 1108 Bissell Avenue, Richmond, Calif. 94801.
8. A work of improvement on the property hereinafter described was completed and accepted on 07/29/09.
9. The work done was: Project E068147 Pinole Valley HS Communication System Replacement
8. The name and address of the contractor for such work of improvement was A & E Emaar, 727 San Pablo Avenue, Ste #220 Albany, CA 94706 Date of Contract: 11/28/08
7. The name of the Bonding Company that provided Surety for said contractor relative to work to be performed is: US Specialty Insurance Company
8. The property on which said work of improvement was completed is located within the West Contra Costa Unified School District, County of Contra Costa, State of California, and is described and located as follows: Pinole Valley HS 2900 Pinole Valley Road, CA 94564

Dated: July 29, 2009

Director, General Services
West Contra Costa USD

VERIFICATION

I, the undersigned, say: I am the Director, General Services the declarant of the foregoing notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on July 29, 2009 at Richmond, California.

Director, General Services
West Contra Costa USD

West Contra Costa Unified School District
1108 Bissell Avenue
Richmond, California 94801
Office of the Superintendent

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education **Meeting Date:** July 29, 2009
From: Bruce Harter **Agenda Item:** CI C.8
Superintendent
Subject: Revised Board of Education Annual Resolutions: 02-0910, 04-0910, 5-0910

Background Information:

Approval is recommended of the Revised Board of Education Annual Resolution Numbers: 02-0910, 04-0910 and 5-0910 for the 2009-2010 School Year.

Recommendation: Recommend Approval

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION		
Motion by: _____	Seconded by: _____	
Approved _____	Not Approved _____	Tabled _____

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 02-0910 (REVISED)

Transmittal of Funds

BE IT RESOLVED by the Board of Education of the West Contra Costa Unified School District and hereby ordered that:

Any **one** of the following persons:

DR. BRUCE HARTER
SUPERINTENDENT

SHERI GAMBA
ASSOCIATE SUPERINTENDENT FOR BUSINESS SERVICES

ANDRÉ BELL
EXECUTIVE DIRECTOR, BUSINESS SERVICES/BOND

LISA ERWIN
EXECUTIVE DIRECTOR, BUSINESS SERVICES

be authorized to sign checks drawn on the General Fund Deposit account in the Mechanics Bank, Mira Vista Branch, for payment to the Contra Costa County Treasurer for the purpose of transmitting District funds effective July 29, 2009.

Superintendent

Executive Director, Business Services/Bond

Associate Superintendent
Business Services

Executive Director
Business Services

PASSED AND ADOPTED this 29TH day of July 2009 by the Board of Education of the West Contra Costa Unified School District, County of Contra Costa, State of California, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 04-0910 (REVISED)

Deposits - Collections

BE IT RESOLVED by the Board of Education of the West Contra Costa Unified School District and hereby ordered that:

The Superintendent of Schools of Contra Costa County be authorized to make deposits of collections received by this District, prepare deposit permits for such collections and make statements under oath in connection therewith required by Section 26901 of the Government Code.

IT IS FURTHER RESOLVED AND HEREBY ORDERED that the following persons:

DR. BRUCE HARTER
SUPERINTENDENT

SHERI GAMBA
ASSOCIATE SUPERINTENDENT FOR BUSINESS SERVICES

ANDRÉ BELL
EXECUTIVE DIRECTOR, BUSINESS SERVICES/BOND

LISA ERWIN
EXECUTIVE DIRECTOR, BUSINESS SERVICES

are authorized to sign the collection advice certificate requesting County Superintendent to prepare deposit permits for the District effective July 29, 2009.

PASSED AND ADOPTED this 29TH day of July 2009 by the Board of Education of the West Contra Costa Unified School District, County of Contra Costa, State of California, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

**RESOLUTION NO. 05-0910 (REVISED)
Revolving Cash Account**

BE IT RESOLVED by the Board of Education of the West Contra Costa Unified School District and hereby ordered that:

The Revolving Cash Account be \$70,000 and that any **two** of the following persons be authorized to sign checks drawn on said account:

DR. BRUCE HARTER
SUPERINTENDENT

SHERI GAMBA
ASSOCIATE SUPERINTENDENT FOR BUSINESS SERVICES

ANDRÉ BELL
EXECUTIVE DIRECTOR, BUSINESS SERVICES/BOND

LISA ERWIN
EXECUTIVE DIRECTOR, BUSINESS SERVICES

with such expenditures to be ratified by the Board of Education at least once a month effective July 29, 2009.

PASSED AND ADOPTED this 29TH of July 2009 by the Board of Education of the West Contra Costa Unified School District, County of Contra Costa, State of California, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

ANNUAL BOARD RESOLUTIONS

2009 - 2010

Resolution No. 01-0910	Fiscal Agents
Resolution No. 02-0910	Transmittal of Funds (Revised 7-29-09)
Resolution No. 03-0910	Designation of District Disbursing Officer
Resolution No. 04-0910	Deposits – Collections (Revised 7-29-09)
Resolution No. 05-0910	Revolving Cash Account (Revised 7-29-09)
Resolution No. 06-0910	Purchase Order and Contract Signatures
Resolution No. 07-0910	Inter-District Attendance Agreements
Resolution No. 08-0910	Federal and State Projects - Authorized Agents
Resolution No. 09-0910	Real Property for Facility Programs – Authorized Agent
Resolution No. 10-0910	SIR Liability Insurance
Resolution No. 11-0910	Excused Absence for Religious Instruction
Resolution No. 12-0910	Verification of Illness or Quarantine Absence

West Contra Costa Unified School District
1108 Bissell Avenue
Richmond, California 94801
Office of the Superintendent

ITEM REQUIRING ATTENTION—BOARD OF EDUCATION

To: Board of Education

Meeting Date: July 29, 2009

From: Jessica R. Romeo,
Assistant Superintendent Human Resources

Agenda Item: CI C.9

Subject: Certificated Personnel Changes

Background Information: Routine personnel changes include actions to hire, promote, or terminate certificated employees in accord with appropriate laws, established policies and procedures.

Recommendation: Recommend Approval

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

July 29, 2009

	Site	Assignment
<u>Waivers</u>		
Chambers, Maria Nimfa	Speech	Itinerant
Marcelino, Wilma	Itinerant	Speech Therapy
Magtajas, Lucille	Portola MS	Deaf & Hard of Hearing
Olea, Miguel	Chavez	2nd Grade Bilingual
Orozco, Esaul	RHS	Social Science Bilingual

Definition: Variable term waivers provide applicants with additional time to complete the requirements for the credential that authorizes the service or provide employing agencies with time to fill the assignment with an individual who either holds an appropriate credential or qualifies under one of the assignment options. (Assignment pending fingerprint clearance when applicable)

Consent

West Contra Costa Unified School District
1108 Bissell Avenue
Richmond, California 94801
Office of the Superintendent

ITEM REQUIRING ATTENTION—BOARD OF EDUCATION

To: Board of Education

Meeting Date: July 29, 2009

From: Jessica R. Romeo,
Assistant Superintendent Human Resources

Agenda Item: CI C.10

Subject: Certificated Provisional Internship Permit (PIP) Request(s)

Background Information: The Provisional Internship Permit (PIP) was created in response to the phasing out of emergency permits and became effective on July 1, 2005. It allows an employing agency to hire an individual who has not yet met the subject matter competence requirement needed to enter an internship program. Prior to requesting a PIP, the employing agency must verify that a diligent search has been made, and a fully credentialed teacher cannot be found. The PIP is issued for one (1) year and is renewable one time only provided the teacher has taken all appropriate subject matter examinations, but has not yet passed those tests.

Recommendation: Recommend Approval

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

July 29, 2009

Action Taken

<u>PIP</u>	<u>SITE</u>	<u>ASSIGNMENT</u>
Bankston, Eric	Pinole MS	NSH
Collins, John	Lake	RSP
McCormick, Adam	Harding	TEP - NSH
Redd, Phillip	Hercules MHS	SH
Stern, Meaghan	Open	Bilingual
Etim, Francisca	Open	English
Henderson, James	KHS	Math
Murphy, Madeleine	Pinole MS	Biology

District Interns/PIP's

Acosta, Katherine	Lincoln Elementary	RSP
Erdman, Emily	RHS	NSH
Granzotto, David	DAHS	NSH
Husted, Eric	Open	SPED
Davis, Lindsey	DAHS	SPED
Mullin, Jacob	KHS	SPED
Nazario, Kevin	KHS	SPED
Pooler, Kady	KHS	SPED
Ridenour, Rebecca	RHS	NSH

West Contra Costa Unified School District
1108 Bissell Avenue
Richmond, California 94801
Office of the Superintendent

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education **Meeting Date:** July 29, 2009
From: Bill Fay **Agenda Item:** CI C.11
Associate Superintendent for Operations
Subject: Ratification and Approval of Engineering Services Contracts

Background Information:

Contracts have been initiated by staff using previously qualified consulting, engineering, architectural, or landscape architectural firms to assist in completion of the referenced projects. Many of the firms are already under contract and the staff-initiated work may be an extension of the firm's existing contract with the District. Public contracting laws have been followed in initially qualifying and selecting these professionals.

Recommendation: Ratify and approve contracts as noted.

Fiscal Impact: Total for this action: \$409,800. Funding sources as noted

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____
Approved _____ Not Approved _____ Tabled _____

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
FACILITIES PLANNING AND CONSTRUCTION**

ENGINEERING & ARCHITECTURAL SERVICES CONTRACTS

Project/Funding	Dates	Firm	Contract Cost	Reference
Pinole Middle School Demolition Project Measure J Bond	June 2009 thru July 2009	Winzler and Kelley	\$26,400	Ratify additional services approved to complete hazardous materials abatement.
Dover Elementary Pinole Middle Modernization Measure J Bond	July 2009 thru June 2010	Chris Gilbert, Inspector of Record	\$197,000	DSA-required, Inspector of Record services for referenced projects.
Portola Middle School Measure J Bond	June 2009 thru August 2009	Dasse Design	\$24,500	Updated Structural/Seismic Evaluation ASCE 31.
Kennedy High School Fire Alarm, Locker Painting, Boiler Replacement Projects Measure J Bond	August 2009 thru December 2009	Seville Group ("SGI")	\$66,900	Construction management serv
Chavez Water Intrusion Repairs Special Reserve for Capital Facilities	July 2009 thru November 2009	Grossman Design Group	\$25,000	Construction Administration services.
Project Labor Agreement Management Services Measure J Bond	July 2009 thru June 2010	Employer's Advocate	Hourly, not to exceed \$70,000	Labor relations, coordination of PLA requirements, liaison with trades on District projects.

West Contra Costa Unified School District
1108 Bissell Avenue
Richmond, California 94801-3135
Office of Superintendent of Schools

ITEM REQUIRING ATTENTION --- BOARD OF EDUCATION

To: Board of Education **Meeting Date:** July 29, 2009
From: Bill Fay **Agenda Item:** CI C.12
Associate Superintendent for Operations
Subject: Ratification and Approval of Negotiated Change Orders

Background information:

Staff is seeking ratification of Change Orders on the following current District construction projects: DeAnza High School Track & Field and Pinole Valley High School Communications System. Change Orders are fully executed by the District upon signature by the Superintendent's designee. Board ratification is the final step required under state law in order to complete payment and contract adjustment.

Recommendation: Ratify negotiated Change Orders as noted

Fiscal Impact: Total ratification and approval by this action: (\$5,449.49).

DISPOSITION BY BOARD OF EDUCATION		
Motion by: _____	Seconded by: _____	
Approved _____	Not Approved _____	Tabled _____

July 29, 2009 Change Order Ratification Summary

		Items Pending Board Action								
	Project	Company	Original Contract	Previously Approved CO's	CO's Pending Ratification	CO's Pending Approval	Total CO's	CO Percent of Original Contract	Adjusted New Contract	Change Order Numbers
1	De Anza HS (Track & Field)	Bay Cities Paving & Grading	\$3,349,000.00	\$188,467.63	-\$1,343.89	\$0.00	\$187,123.74	5.59%	\$3,536,123.74	6
2	Pinole Valley HS(ERP-Communications)	A & E Emaar	\$245,000.00	\$22,156.68	-\$4,105.60	\$0.00	\$18,051.08	7.37%	\$263,051.08	2

Pending Board Actions	Ratifications	(\$5,449.49)
	Approvals	\$0.00
	Total Board Action	(\$5,449.49)

Note: the proposed Board Action is to Ratify all Change Orders below ten percent (10%) of the Contract Value; the change order amounts pending Board Approval is the portion of the Change Order(s) above 10%.

West Contra Costa Unified School District
1108 Bissell Avenue
Richmond, California 94801
Office of the Superintendent
ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education **Meeting Date:** July 29, 2009
From: Bill Fay **Agenda Item:** CI C.13
Associate Superintendent for Operations
Subject: Adoption of Resolution No. 19-0910 in Support of Office of Public School Construction Applications for Modernization, New Construction, and Overcrowding Relief Grants at District Bond Program Sites

Background Information:

The District is proceeding with a number of applications for state funding from the Office of Public School Construction (OPSC). This resolution is in support of all of the District's applications for modernization or new construction funding. It is also specifically referencing the Overcrowding Relief Grant (ORG) program. This program will provide additional funding for the District at sites with limited acreage and with substantial numbers of portables that are being replaced with new two-story construction to reduce overcrowding on the site. It is anticipated that the District will apply for ORG funding at Ford Elementary and Dover Elementary.

Recommendation: Adopt Resolution No.19-0910 in support of Office of Public School Construction applications for Modernization, New Construction, and Overcrowding Relief Grants at district bond program sites.

Fiscal Impact: None at this time. Approval of this resolution will support OPSC funding applications which will provide state funding to the District's Bond Program.

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____
Approved _____ Not Approved _____ Tabled _____

**BEFORE THE BOARD OF EDUCATION OF THE
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
CONTRA COSTA COUNTY, CALIFORNIA**

RESOLUTION NO. 19-0910

**IN SUPPORT OF OFFICE OF PUBLIC SCHOOL CONSTRUCTION APPLICATIONS FOR
MODERNIZATION, NEW CONSTRUCTION, AND OVERCROWDING RELIEF GRANTS AT
DISTRICT BOND PROGRAM SITES**

Whereas, the West Contra Costa Unified School District intends to file applications for funding under the School Facility Program as provided in Chapter 12.5, Part 10, Division 1, commencing with Section 17070.10, et seq., of the Education Code; and

Whereas, a condition of processing the various applications under the School Facility Program including the Overcrowding Relief Grant Program is a resolution in support of those applications from the West Contra Costa Unified School District Board of Education and signatures of the West Contra Costa Unified School District Administration; and

Whereas, the West Contra Costa Unified School District wishes to submit modernization, new construction and/or Overcrowding Relief Grant applications for eligibility and funding for Measure D and Measure J Bond Program projects located at any school site deemed necessary and eligible in the District, and specifically including modernization, new construction and/or Overcrowding Relief Grant projects at the following sites:

Dover Elementary School
Ford Elementary School
King Elementary School
Nystrom Elementary School
Ohlone Elementary School
Pinole Middle School
Richmond High School
Kennedy High School

THEREFORE, BE IT HEREBY RESOLVED, that the West Contra Costa Unified School District Board of Education is in support of necessary applications under the School Facility Program, including but not limited to those projects identified above, and that the individuals identified below are authorized to sign all documents and papers associated with the applications:

1. William Fay, Associate Superintendent for Operations
2. William Savidge, Engineering Officer

Passed and Adopted this 29th day of July, 2009, by the West Contra Costa Unified School District Board of Education, County of Contra Costa, State of California, by the following vote:

Ayes: _____ Noes: _____ Absent: _____ Abstain: _____

Audrey Miles, President
Governing Board of West Contra Costa Unified School District

Antonio Medrano, Clerk
Governing Board of West Contra Costa Unified School District

West Contra Costa Unified School District
1108 Bissell Avenue
Richmond, California 94801
Office of the Superintendent

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education **Meeting Date:** July 29, 2009
From: Bill Fay **Agenda Item:** CI C.14
Associate Superintendent for Operations
Subject: Kennedy High School Fire Alarm Project Award of Contract

Background Information:

The fire alarm system at Kennedy High School has not been upgraded since the original construction of the school. The existing system does not meet current code requirements and lacks a number of important features. The upgrade to the system includes a new head end, heat & smoke detectors, pull stations, and horn/strobe devices. The work involves extensive rewiring which will penetrate existing walls and ceilings where hazardous materials may be present. The scope includes abatement of hazardous materials, monitoring, and air testing/clearance for occupancy.

Powell and Partners Architects prepared plans and specifications for the Kennedy High School Fire Alarm project. The District conducted a public bid of the project. Bids were opened on June 30, 2009. Six Contractors submitted bids. They are as follows: Mike Brown Electric \$863,574; Kudsk Construction \$814,000; Vanden Bros. Electric \$787,648; Del Monte Electric \$692,500; and Nema Construction \$675,000.

After the receipt of bids, and in accordance with the District's timelines, the District received a bid protest on the project from the second low bidder against the apparent low bidder. Staff followed the District's standard procedures for protest resolution by requesting a response from the low bidder. The low bidder disputes all of the allegations referenced in the bid protest. In addition, we received a legal opinion regarding the bid protest which confirms that the protest is a challenge related to the qualifications and "responsibility" of the low bidder, rather than a simple "responsiveness" protest. Untangling the conflicting allegations in this type of protest would involve a hearing and potential legal appeals, with cost and time implications for the District. After due consideration, the most appropriate and expedient course of action for the District is to reject all bids and authorize staff to rebid the project, with inclusion of the District's pre-qualification requirements.

Recommendation: Reject all bids and authorize staff to rebid the project.

Fiscal Impact: None at this time

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____
Approved _____ Not Approved _____ Tabled _____

West Contra Costa Unified School District
1108 Bissell Avenue
Richmond, California 94801-3135
Office of Superintendent of Schools

ITEM REQUIRING ATTENTION --- BOARD OF EDUCATION

To: Board of Education **Meeting Date:** July 29, 2009
From: Bill Fay **Agenda Item:** CI C.15
Associate Superintendent for Operations
Subject: Coronado Elementary Fence & Gates Emergency Repair Project: Acceptance of Bid Alternate

Background information:

The District has received funding from the state's Emergency Repair Program for replacement of severely deteriorated fences and gates at the Coronado Elementary School site. The Board awarded the contract at its meeting on June 24, 2009, to Chain Link Fence and Supply, Inc., the lowest responsive, responsible bidder. The bids for the project included two Bid Alternates. One for vinyl slats and one for vinyl coated, 1" mesh. District staff has since determined that it would be appropriate to accept the bid alternate for vinyl coated, 1" mesh in the area of the main driveway opposite the 23rd street access. The contractor has indicated that they will honor the original Bid Alternate. The bidder is still low with the Bid Alternate. The project will still be within budget.

Recommendation: Accept Bid Alternate for vinyl-coated, 1" mesh

Fiscal Impact: \$11,213. Funded by Emergency Repair Program

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____
Approved _____ Not Approved _____ Tabled _____

West Contra Costa Unified School District
1108 Bissell Avenue
Richmond, California 94801
Office of the Superintendent

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education **Meeting Date:** July 29, 2009
From: Bill Fay **Agenda Item:** CI C.16
Associate Superintendent for Operations
Subject: Crespi Jr. High Emergency Repair Program Kitchen Repairs Contract Award

Background Information:

The District has received funding from the state Emergency Repair Program (“ERP”) to replace seriously deteriorated flooring and kitchen finishes at the Crespi Jr. High site.

District staff prepared bid documents for the state-approved project. A public bid process was conducted by the District. Bids were opened on July 21, 2009. Three Contractors submitted bids. They are as follows: G.F. Watson Construction \$53,690; California Constructors \$43,000; and, Michael G. McKim \$41,334. The lowest responsive, responsible bidder is Michael G. McKim at \$41,334.

Recommendation: Award contract to lowest responsive, responsible bidder.

Fiscal Impact: \$41,334. Funded from the Emergency Repair Program (“ERP”).

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____
Approved _____ Not Approved _____ Tabled _____

West Contra Costa Unified School District
1108 Bissell Avenue
Richmond, California 94801
Office of the Superintendent

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education **Meeting Date:** July 29, 2009
From: Bill Fay **Agenda Item:** CI C.17
Associate Superintendent for Operations
Subject: Crespi Jr. High Emergency Repair Program Paving Contract Award

Background Information:

The District has received funding from the state Emergency Repair Program ("ERP") to replace seriously deteriorated paving at the Crespi Jr. High site.

HY Architects prepared bid documents for the state-approved project. The District conducted a public bid process for the project. Bids were opened on July 21, 2009. Six Contractors submitted bids. They are as follows: Bruce Carrone Paving \$404,234; W.R. Forde Assoc. \$357,000; Galedrige Construction \$335,555; Bay Cities Paving and Grading \$302,000; American Asphalt \$295,043; and, O.C. Jones \$279,300. The lowest responsive, responsible bidder is O.C. Jones at \$279,300.

Recommendation: Award contract to lowest responsive, responsible bidder.

Fiscal Impact: \$279,300. Funded from the Emergency Repair Program ("ERP").

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

West Contra Costa Unified School District
1108 Bissell Avenue
Richmond, California 94801
Office of the Superintendent

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education **Meeting Date:** July 29, 2009
From: Bill Fay **Agenda Item:** CI C.18
Associate Superintendent of Operations
Subject: Williams Lawsuit Complaints Quarterly Report

Background Information

The Williams Lawsuit requires that a quarterly report be brought before the Board of Education reflecting the number of complaints filed with any school in the district during a particular quarter. This report reflects the time period from April 1, 2009 through June 30, 2009.

Recommendation: For approval

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____



Quarterly Report on Williams Uniform Complaints
 [Education Code 35186]

District: West Contra Costa Unified School District

Person completing this form: Bill Fay Title: Associate Superintendent of Operations

Quarterly Report Submission Date: (April 1, 2009 through June 30, 2009) July 31, 2009

Date for information to be reported publicly at governing board meeting: July 29, 2009

√ Complaints were filed with schools in the district during the quarter indicated above.

Area of Complaint	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0	0	0
Teacher Vacancy or Misassignment	0	0	0
Facilities Conditions	2	2	0
TOTALS	2	2	0

 Signature of District Superintendent, Dr. Bruce Harter

July 29, 2009

Date

Please return completed form to Peggy Marshburn, Chief Communications Officer,
 CCCOE – 77 Santa Barbara Rd. Pleasant Hill, CA 94523
 FAX: (925) 942-3314 E-MAIL: pmarshburn@cccoe.k12.ca.us

West Contra Costa Unified School District
1108 Bissell Avenue
Richmond, California 94801
Office of the Superintendent

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education

Meeting Date: July 29, 2009

From: Wendell C. Greer
Associate Superintendent, K – Adult Operations

Agenda Item: D.2

Subject: Update on School Resource Officer Programs

Background Information:

The School Resource Officer program began three years ago and is a concerted effort between the District and local law enforcement agencies to provide safety services on high school campuses. Representatives from the participating law enforcement agencies will provide feedback and data on the program. The District will also recognize the efforts of the Site and Student supervisors to maintain safety on our campuses.

Recommendation: Report Only

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____
Approved _____ Not Approved _____ Tabled _____

West Contra Costa Unified School District
1108 Bissell Avenue
Richmond, California 94801
Office of the Superintendent

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education *SG* **Meeting Date:** July 29, 2009
From: Sheri Gamba, Assoc. Supt., Business Services **Agenda Item:** D.3
Subject: Report on Status of Measure J, Series C Bond Sales

Background Information:

Staff will provide a presentation and information on the status of the Measure J, Series C Bond Sales.

Recommendation: For Information Only

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
1108 Bissell Avenue
Richmond, California 94801-3135
Office of Superintendent of Schools

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education **Meeting Date:** July 29, 2009
sg
From: Sheri Gamba, Assoc. Supt., Business Services **Agenda Item:** D.4
Subject: Budget Report Updates

Background Information: Staff will provide information for the 2009-10 district budget.

Recommendation: For Information Only

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION		
Motion by: _____	Seconded by: _____	
Approved _____	Not Approved _____	Tabled _____

West Contra Costa Unified School District
1108 Bissell Avenue
Richmond, California 94801-3135
Office of Superintendent of Schools

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education **Meeting Date:** July 29, 2009
From: Bruce Harter **Agenda Item:** D.5
Subject: In Memory of Members of the School Community

Background Information:

The District would like to take time to recognize the contributions of members of our school community who have passed away. The District requests the community to submit names to be reported as a regular part of each agenda.

Lillian Kong, senior at Hercules Middle High School, recently passed away. She had been a student at Hercules since entering as a seventh grader. Lily attended a combination of general education and special education classes, and was working towards her high school diploma. Lily was visually impaired and hearing impaired due to a growth syndrome called Morquio Syndrome. Her death was unrelated to her disability. She will be greatly missed by all who knew her.

Our thoughts go out to the family and friends in the loss of their loved one.

Recommendation: For Information Only

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION		
Motion by: _____	Seconded by: _____	
Approved _____	Not Approved _____	Tabled _____

West Contra Costa Unified School District
1108 Bissell Avenue
Richmond, California 94801
Office of the Superintendent

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education **Meeting Date:** July 29, 2009
From: Tony Thurmond, Board Member **Agenda Item:** F.1
Subject: Resolution No. 17-0910: In Support of the Employee Free Choice Act (HR 1409)

Background Information:

In the National Labor Relations Act of 1935 (29 U.S.C. Sec. 151 et seq.) the United States Congress declared it to be the policy of the United States to encourage the practice of collective bargaining by protecting the exercise by workers of full freedom of association, self-organization, and designation of representatives of their own choosing for the purpose of negotiating the terms and conditions of their employment or other mutual aid or protection.

While the National Labor Relations Act is supposed to protect and encourage collective bargaining, in reality our laws have become so outdated that workers are routinely denied that freedom to join unions and bargain collectively with their employers for a better life.

The Employee Free Choice Act (EFCA) (H.R. 1409) would authorize the National Labor Relations Board to certify a union as the bargaining representative when a majority of employees voluntarily sign authorizations designating that union to represent them; provide for first contract mediation and arbitration; and establish meaningful penalties for violations of a worker's freedom to choose a union.

Recommendation: Approve Resolution No. 17-0910: In Support of the Employee Free Choice Act

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____
Approved _____ Not Approved _____ Tabled _____

RESOLUTION NO. 17-0910
IN SUPPORT OF THE EMPLOYEE FREE CHOICE ACT
(HR 1409)

WHEREAS, in the National Labor Relations Act of 1935 (29 U.S.C. Sec. 151 et seq.) the United States Congress declared it to be the policy of the United States to encourage the practice of collective bargaining by protecting the exercise by workers of full freedom of association, self-organization, and designation of representatives of their own choosing for the purpose of negotiating the terms and conditions of their employment or other mutual aid or protection; and

WHEREAS, the freedom to form or join a union is recognized as a fundamental human right; and

WHEREAS, union membership provides workers with better wages, improved benefits, and protection from discrimination and unsafe workplaces; and

WHEREAS, unions benefit communities by moving families out of poverty, creating economic security, strengthening tax bases, promoting equal treatment, and enhancing civic participation; and

WHEREAS, because unions workers are more likely to have healthcare coverage and pensions, union membership also reduces the need for working families to rely on the social safety net; and

WHEREAS, unions helped to build the middle class in this country and to establish basic working standards that benefit all workers, such as the 8-hour day and the right to a lunch break; and

WHEREAS, a worker's fundamental right to join a union is essential to rebuilding our economy and revitalizing our middle class; and

WHEREAS, fifty-seven million United States workers have indicated that they would join a union tomorrow if given the opportunity; and

WHEREAS, while the National Labor Relations Act is supposed to protect and encourage collective bargaining, in reality our laws are so outdated and broken that workers are routinely denied that freedom to join unions and bargain collectively with their employers for a better life; and

WHEREAS, each year, more than 20,000 American workers are illegally threatened, coerced, or terminated for attempting to form a union; and

WHEREAS, 92 percent of companies respond to union organizing by hiring anti-union consultants; 50 percent threaten to close the plant if workers vote for a union; and 25 percent actually fire workers for trying to organize; and

WHEREAS, even when workers are successful in winning union representation, many companies refuse to bargain in good faith to reach a first contract; and

WHEREAS, current labor law is so toothless that penalties against companies that violate the law are virtually non-existent; and

WHEREAS, when the freedom of workers to form a union is violated, wages decline, race and gender pay gaps widen, workplace discrimination increases, and job safety standards lapse; and

WHEREAS, corporations systematically deny workers' freedom to form and join unions and spend hundreds millions of dollars to frustrate workers' efforts to organize; and

WHEREAS, the current system has failed workers and must be reformed to ensure that all workers have the freedom to choose whether or not to join a union free from management threats and intimidation; and

WHEREAS, nearly four in five (78%) Americans favor legislation that would make it easier for workers to bargain with their employers according to recent research from Peter Hart Associates; and

WHEREAS, federal legislation known as the Employee Free Choice Act will be introduced this year in the United States Congress in order to restore workers' freedom to join unions.

THEREFORE, BE IT RESOLVED that the **West Contra Costa Unified School District Board** supports the Employee Free Choice Act which would authorize the National Labor Relations Board to certify a union as the bargaining representative when a majority of employees voluntarily sign authorizations designating that union to represent them; provide for first contract mediation and arbitration; and establish meaningful penalties for violations of a worker's freedom to choose a union.

THEREFORE, BE IT FURTHER RESOLVED that the **West Contra Costa Unified School District Board** urges Congress to pass the Employee Free Choice Act to protect and preserve for America's workers their freedom to choose for themselves whether or not to form a union.

PASSED AND ADOPTED this 29th day of July 2009 at a regular meeting of the Board of Education by the following vote:

AYE's: NO's: ABSENT: ABSTAIN:

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Governing Board of the West Contra Costa Unified School District, at a public meeting of said Board held on July 29, 2009.

Secretary of the Board of Education

Full Text of HR 1409: Employee Free Choice Act

111th CONGRESS

1st Session

H. R. 1409

To amend the National Labor Relations Act to establish an efficient system to enable employees to form, join, or assist labor organizations, to provide for mandatory injunctions for unfair labor practices during organizing efforts, and for other purposes.

IN THE HOUSE OF REPRESENTATIVES

March 10, 2009

Mr. GEORGE MILLER of California (for himself, Mr. SCOTT of Georgia, Mr. BRADY of Pennsylvania, Mr. DOYLE, Mr. KILDEE, Mrs. CAPPS, Mr. WALZ, Ms. LEE of California, Ms. SCHAKOWSKY, Mrs. NAPOLITANO, Ms. LINDA T. SANCHEZ of California, Ms. DELAURO, Mr. KENNEDY, Mr. DOGGETT, Mr. FILNER, Mr. PATRICK J. MURPHY of Pennsylvania, Mr. GRIJALVA, Ms. MCCOLLUM, Ms. WOOLSEY, Mr. LYNCH, Mr. GUTIERREZ, Mr. YARMUTH, Ms. SUTTON, Mr. MARKEY of Massachusetts, Mr. HARE, Mr. LEVIN, Mr. SARBANES, Mr. BRALEY of Iowa, Ms. HIRONO, Mr. TIERNEY, Mr. MCGOVERN, Ms. EDWARDS of Maryland, Mr. ABERCROMBIE, Mr. JOHNSON of Georgia, Mr. HOLT, Mrs. MALONEY, Mr. NADLER of New York, Mr. CAPUANO, Mr. HIGGINS, Mr. BLUMENAUER, Mr. SMITH of Washington, Mr. ELLISON, Mr. MCDERMOTT, Ms. RICHARDSON, Mr. MCNERNEY, Mr. SCHIFF, Mrs. LOWEY, Mr. OLVER, Ms. ZOE LOFGREN of California, Mr. ACKERMAN, Mr. ENGEL, Mr. LEWIS of Georgia, Mr. WILSON of Ohio, Mr. KUCINICH, Mr. WELCH, Mr. AL GREEN of Texas, Mr. HINOJOSA, Mrs. MCCARTHY of New York, Mr. PAYNE, Mr. DAVIS of Illinois, Ms. CLARKE, Mr. ISRAEL, Mr. CUMMINGS, Mr. COSTELLO, Mr. LANGEVIN, Mr. FARR, Ms. PINGREE of Maine, Ms. CORRINE BROWN of Florida, Mr. BERMAN, Mr. PETERS, Mr. ANDREWS, Ms. SHEA-PORTER, Mr. CARNAHAN, Mr. WU, Mrs. DAVIS of California, Mr. SCOTT of Virginia, Ms. CASTOR of Florida, Mr. SERRANO, Mrs. HALVORSON, Mr. MURPHY of Connecticut, Mr. SHERMAN, Mr. MOORE of Kansas, Mr. CONYERS, Mr. WEINER, Ms. TSONGAS, Mr. BISHOP of New York, Mr. KIND, Mr. PETERSON, Mr. LIPINSKI, Mr. MAFFEI, Mr. DEFAZIO, Mr. WEXLER, Ms. ESHOO, Mr. DINGELL, Mr. MCMAHON, Mr. SCHRADER, Mr. STUPAK, Mr. GENE GREEN of Texas, Mr. LOEBSACK, Mr. CARDOZA, Mr. HALL of New York, Ms. SLAUGHTER, Mr. RAHALL, Mr. FRANK of Massachusetts, Ms. MATSUI, Mr. RUPPERSBERGER, Mr. CLEAVER, Mr. HINCHEY, Mr. ROTHMAN of New Jersey, Mr. GRAYSON, Ms. BALDWIN, Mr. JACKSON of Illinois, Ms. BEAN, Mr. NEAL of Massachusetts, Mrs. TAUSCHER, Mr. WAXMAN, Ms. KILPATRICK of Michigan, Mr. HASTINGS of Florida, Ms. KAPTUR, Ms. EDDIE BERNICE JOHNSON of Texas, Mr. CARSON of Indiana, Mr. ADLER of New Jersey, Mr. MEEK of Florida, Ms. KILROY, Mr. RYAN of Ohio, Mr. MASSA, Mr. FOSTER, Mr. TOWNS, Mr. ORTIZ, Ms. ROYBAL-ALLARD, Ms. VELAZQUEZ, Mr. RUSH, Mr. HODES, Mr. CLYBURN, Mr. BOSWELL, Mr. MOLLOHAN, Mr. MICHAUD, Mr. KISSELL, Mr. PASCRELL, Mr. MELANCON, Mr. BECERRA, Mr. DELAHUNT, Ms. WASSERMAN SCHULTZ, Mr. INSLEE, Mr. PALLONE, Mr. BOCCIERI, Mr. MCHUGH, Mr. DRIEHAUS, Mr. HONDA, Mr. CLAY, Mr. OBERSTAR, Mr. TONKO, Ms. WATERS, Mr. SCHAUER, Mr. VISCLOSKEY, Mr. MILLER of North Carolina, Mr. RANGEL, Mr. SPACE, Mr. LUJAN, Mr. CROWLEY, Ms. MOORE of Wisconsin, Mr. STARK, Ms. JACKSON-LEE of Texas, Ms. SCHWARTZ, Mr. BACA, Mr. PASTOR of Arizona, Mr. FATTAH, Mr. HOYER, Mr. LARSON of Connecticut, Ms. WATSON, Ms. LORETTA SANCHEZ of California, Mr. PRICE of North Carolina, Mr. SIRES, Mr. SMITH of New Jersey, Mr. LARSEN of Washington, Ms. FUDGE, Mr. MEEKS of New York, Ms. NORTON, Mr. THOMPSON of Mississippi, Mr. BAIRD, Ms. KOSMAS, Mr. DICKS, Mr. BISHOP of Georgia, Mr. HEINRICH, Mr. COURTNEY, Mr. TEAGUE, Mr. MURTHA, Ms. HARMAN, Mr. VAN HOLLEN, Mr. LOBIONDO, Mr. REYES, Mr. HIMES, Mr. OBEY, Mr. BOUCHER, Mr.

KANJORSKI, Mr. HOLDEN, Mr. SALAZAR, Mr. ARCURI, Mrs. DAHLKEMPER, Mr. SKELTON, Mr. ALTMIRE, Mr. CONNOLLY of Virginia, Mr. GONZALEZ, Mr. RODRIGUEZ, Mr. MORAN of Virginia, Mr. KAGEN, Ms. MARKEY of Colorado, Ms. DEGETTE, Mr. PIERLUISI, Ms. HERSETH SANDLIN, Ms. SPEIER, Mr. THOMPSON of California, Mr. DONNELLY of Indiana, Mr. WATT, Mr. SABLAN, Mr. SESTAK, Ms. BERKLEY, Mr. DAVIS of Alabama, Mr. FALCOMA, Mr. POLIS of Colorado, Mr. PERLMUTTER, Mr. COSTA, and Ms. TITUS) introduced the following bill; which was referred to the Committee on Education and Labor

A BILL

To amend the National Labor Relations Act to establish an efficient system to enable employees to form, join, or assist labor organizations, to provide for mandatory injunctions for unfair labor practices during organizing efforts, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

SECTION 1. SHORT TITLE.

This Act may be cited as the 'Employee Free Choice Act of 2009'.

SEC. 2. STREAMLINING UNION CERTIFICATION.

(a) In General- Section 9(c) of the National Labor Relations Act (29 U.S.C. 159(c)) is amended by adding at the end the following:

'(6) Notwithstanding any other provision of this section, whenever a petition shall have been filed by an employee or group of employees or any individual or labor organization acting in their behalf alleging that a majority of employees in a unit appropriate for the purposes of collective bargaining wish to be represented by an individual or labor organization for such purposes, the Board shall investigate the petition. If the Board finds that a majority of the employees in a unit appropriate for bargaining has signed valid authorizations designating the individual or labor organization specified in the petition as their bargaining representative and that no other individual or labor organization is currently certified or recognized as the exclusive representative of any of the employees in the unit, the Board shall not direct an election but shall certify the individual or labor organization as the representative described in subsection (a).

'(7) The Board shall develop guidelines and procedures for the designation by employees of a bargaining representative in the manner described in paragraph (6). Such guidelines and procedures shall include--

'(A) model collective bargaining authorization language that may be used for purposes of making the designations described in paragraph (6); and

'(B) procedures to be used by the Board to establish the validity of signed authorizations designating bargaining representatives.'

(b) Conforming Amendments-

(1) NATIONAL LABOR RELATIONS BOARD- Section 3(b) of the National Labor Relations Act (29 U.S.C. 153(b)) is amended, in the second sentence--

(A) by striking 'and to' and inserting 'to'; and

(B) by striking 'and certify the results thereof,' and inserting ', and to issue certifications as provided for in that section,'.

(2) UNFAIR LABOR PRACTICES- Section 8(b) of the National Labor Relations Act (29 U.S.C. 158(b)) is amended--

(A) in paragraph (7)(B) by striking ', or' and inserting 'or a petition has been filed under section 9(c)(6), or'; and

(B) in paragraph (7)(C) by striking 'when such a petition has been filed' and inserting 'when such a petition other than a petition under section 9(c)(6) has been filed'.

SEC. 3. FACILITATING INITIAL COLLECTIVE BARGAINING AGREEMENTS.

Section 8 of the National Labor Relations Act (29 U.S.C. 158) is amended by adding at the end the following:

'(h) Whenever collective bargaining is for the purpose of establishing an initial agreement following certification or recognition, the provisions of subsection (d) shall be modified as follows:

'(1) Not later than 10 days after receiving a written request for collective bargaining from an individual or labor organization that has been newly organized or certified as a representative as defined in section 9(a), or within such further period as the parties agree upon, the parties shall meet and commence to bargain collectively and shall make every reasonable effort to conclude and sign a collective bargaining agreement.

'(2) If after the expiration of the 90-day period beginning on the date on which bargaining is commenced, or such additional period as the parties may agree upon, the parties have failed to reach an agreement, either party may notify the Federal Mediation and Conciliation Service of the existence of a dispute and request mediation. Whenever such a request is received, it shall be the duty of the Service promptly to put itself in communication with the parties and to use its best efforts, by mediation and conciliation, to bring them to agreement.

'(3) If after the expiration of the 30-day period beginning on the date on which the request for mediation is made under paragraph (2), or such additional period as the parties may agree upon, the Service is not able to bring the parties to agreement by conciliation, the Service shall refer the dispute to an arbitration board established in accordance with such regulations as may be prescribed by the Service. The arbitration panel shall render a decision settling the dispute and such decision shall be binding upon the parties for a period of 2 years, unless amended during such period by written consent of the parties.'

SEC. 4. STRENGTHENING ENFORCEMENT.

(a) Injunctions Against Unfair Labor Practices During Organizing Drives-

(1) IN GENERAL- Section 10(l) of the National Labor Relations Act (29 U.S.C. 160(l)) is amended--

(A) in the second sentence, by striking 'If, after such' and inserting the following:

'(2) If, after such'; and

(B) by striking the first sentence and inserting the following:

'(1) Whenever it is charged--

'(A) that any employer--

'(i) discharged or otherwise discriminated against an employee in violation of subsection (a)(3) of section 8;

'(ii) threatened to discharge or to otherwise discriminate against an employee in violation of subsection (a)(1) of section 8; or

'(iii) engaged in any other unfair labor practice within the meaning of subsection (a)(1) that significantly interferes with, restrains, or coerces employees in the exercise of the rights guaranteed in section 7;

while employees of that employer were seeking representation by a labor organization or during the period after a labor organization was recognized as a representative defined in section 9(a) until the first collective bargaining contract is entered into between the employer and the representative; or

'(B) that any person has engaged in an unfair labor practice within the meaning of subparagraph (A), (B), or (C) of section 8(b)(4), section 8(e), or section 8(b)(7);

the preliminary investigation of such charge shall be made forthwith and given priority over all other cases except cases of like character in the office where it is filed or to which it is referred.'

(2) CONFORMING AMENDMENT- Section 10(m) of the National Labor Relations Act (29 U.S.C. 160(m)) is amended by inserting 'under circumstances not subject to section 10(l)' after 'section 8'.

(b) Remedies for Violations-

(1) BACKPAY- Section 10(c) of the National Labor Relations Act (29 U.S.C. 160(c)) is amended by striking 'And provided further,' and inserting 'Provided further, That if the Board finds that an employer has discriminated against an employee in violation of subsection (a)(3) of section 8 while employees of the employer were seeking representation by a labor organization, or during the period after a labor organization was recognized as a representative defined in subsection (a) of section 9 until the first collective bargaining contract was entered into between the employer and the representative, the Board in such order shall award the employee back pay and, in addition, 2 times that amount as liquidated damages: Provided further,'.

(2) CIVIL PENALTIES- Section 12 of the National Labor Relations Act (29 U.S.C. 162) is amended--

(A) by striking 'Any' and inserting '(a) Any'; and

(B) by adding at the end the following:

'(b) Any employer who willfully or repeatedly commits any unfair labor practice within the meaning of subsections (a)(1) or (a)(3) of section 8 while employees of the employer are seeking representation by a labor organization or during the period after a labor organization has been recognized as a representative defined in subsection (a) of section 9 until the first collective bargaining contract is entered into between the employer and the representative shall, in addition to any make-whole remedy ordered, be subject to a civil penalty of not to exceed \$20,000 for each violation. In determining the amount of any penalty under this section, the Board shall consider the gravity of the unfair labor practice and the impact of the unfair labor practice on the charging party, on other persons seeking to exercise rights guaranteed by this Act, or on the public interest.'

West Contra Costa Unified School District
1108 Bissell Avenue
Richmond, California 94801
Office of the Superintendent

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education **Meeting Date:** July 29, 2009
From: Sheri Gamba, Assoc. Supt., Business Services **Agenda Item:** F.2

Subject: Resolution No. 21-0910 Authorizing the Issuance of Refunding Bonds

Background Information: The Board is requested to approve Resolution No. 21-0910 authorizing the issuance and sale of up to \$80,000,000, a refunding of the District's existing general obligation bonds.

By issuing refunding bonds, the District can shift existing obligations coming due in the next several years to later in the repayment period, thereby creating additional capacity to pay interest on the Measure J, Series C Bonds.

This Resolution authorizes the issuance of up to \$80,000,000 of bonds to refund or refinance any outstanding bonds of the District approved by the District's voters. Pursuant to the Government Code, the bonds will be issued and sold by the District. The bonds will be sold by negotiated sale by Piper Jaffray & Co., as senior managing underwriter, and Siebert Brandford Shank & Co., LLC and Stone & Youngberg LLC, as co-managers. This Resolution authorizes staff to determine the most beneficial financing structure, which will enable the District to restructure existing debt in order to optimize the issuance of new money bonds (Measure J, Series C) within the tax rate constraint. The sale is tentatively scheduled for August 11, 2009. This Resolution directs staff to take the necessary actions, and approves the form of documents to be used in marketing and issuing the bonds:

- the Official Statement, describing the security for and repayment provisions of the bonds and giving financial and operating information about the District;
- the Continuing Disclosure Certificate;
- the Bond Purchase Contract, between the District and the underwriters;
- the Paying Agent Agreement; and
- the Escrow Agreement.

This Resolution will enable the District to issue refunding bonds in an amount not to exceed \$80,000,000.

Recommendation: Recommend Approval

Fiscal Impact: To be determined

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

BOARD OF EDUCATION
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 21-0910
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF REFUNDING BONDS
AND APPROVING FORMS OF DOCUMENTS AND ACTIONS OF OFFICERS OF THE
DISTRICT NECESSARY IN CONNECTION THEREWITH.

WHEREAS, this Board of Education (the "Board") of the West Contra Costa Unified School District (the "District") of the County of Contra Costa, California (herein called the "County"), has heretofore issued or caused to be issued, pursuant to an election held on November 7, 2000, its (i) "West Contra Costa Unified School District General Obligation Bonds, Election of 2000, Series A"; (ii) "West Contra Costa Unified School District General Obligation Bonds, Election of 2000, Series B"; and (iii) "West Contra Costa Unified School District General Obligation Bonds, Election of 2000, Series C" for authorized school purposes in the original principal amounts and with amounts currently outstanding as shown in the table below (the "Outstanding Election of 2000 Bonds");

Election of 2000	Issuance Date	Original Principal Amount	Outstanding Principal Amount
Series A	May 8, 2001	\$15,000,000	\$13,235,000.00
Series B	February 12, 2002	40,000,000	36,185,000.00
Series C	April 9, 2003	95,000,000	86,895,000.00

WHEREAS, this Board has heretofore issued or caused to be issued, pursuant to an election held on March 2, 2002, its (i) "West Contra Costa Unified School District General Obligation Bonds, Election of 2002, Series A"; (ii) "West Contra Costa Unified School District General Obligation Bonds, Election of 2002, Series B"; (iii) "West Contra Costa Unified School District General Obligation Bonds, Election of 2002, Series C"; and (iv) "West Contra Costa Unified School District General Obligation Bonds, Election of 2002, Series D" for authorized school purposes in the original principal amounts and with amounts currently outstanding as shown in the table below (the "Outstanding Election of 2002 Bonds");

Election of 2002	Issuance Date	Original Principal Amount	Outstanding Principal Amount
Series A	June 13, 2002	\$30,000,000.00	\$27,015,000.00
Series B	April 11, 2003	100,000,000.00	89,690,000.00
Series C	July 28, 2004	69,999,376.75	67,559,576.80
Series D	October 5, 2005	99,998,106.10	97,925,653.70

WHEREAS, this Board has heretofore issued or caused to be issued, pursuant to an election held on November 8, 2005 (the “2005 Authorization”), its (i) “West Contra Costa Unified School District General Obligation Bonds, Election of 2005, Series A”; and (ii) “West Contra Costa Unified School District General Obligation Bonds, Election of 2005, Series B” for authorized school purposes in the original principal amounts and with amounts currently outstanding as shown in the table below (the “Outstanding Election of 2005 Bonds”);

<u>Election of 2005</u>	<u>Issuance Date</u>	<u>Original Principal Amount</u>	<u>Outstanding Principal Amount</u>
Series A	May 3, 2006	\$70,000,000	\$68,170,000.00
Series B	July 15, 2008	120,000,000	120,000,000.00

WHEREAS, this Board has determined, and does hereby declare, that it is necessary and desirable and that the prudent management of the fiscal affairs of the District requires that all or a portion of the Outstanding Election of 2000 Bonds, Outstanding Election of 2002 Bonds and Outstanding Election of 2005 Bonds now be refunded (such bonds to be refunded being referred to herein as the “Prior Bonds”), to effectively manage the District’s bonded indebtedness in connection with the issuance of additional bonds pursuant to the 2005 Election;

WHEREAS, pursuant to Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code and other applicable law, and pursuant to the resolutions providing for the issuance of the Prior Bonds, the District is authorized to issue refunding bonds (the “Refunding Bonds”) to refund all or a portion of the District’s outstanding bonds, and to sell its Refunding Bonds on a negotiated sale basis;

WHEREAS, this Board has determined that because of the need for flexibility in timing the sale of the Refunding Bonds in order to achieve maximum benefits in structuring the transaction, it is desirable to sell the Refunding Bonds on a negotiated sale basis to Piper Jaffray & Co., as senior manager, and Siebert, Brandford, Shank & Co., LLC and Stone & Youngberg LLC, as co-managers (collectively, the “Underwriter”), pursuant to a bond purchase contract (the “Bond Purchase Contract”);

WHEREAS, the Superintendent of Schools of the County of Contra Costa has jurisdiction over the District;

WHEREAS, this Board acknowledges that the issuance of Refunding Bonds to refinance any of the Prior Bonds more than 90 days in advance of the date of redemption thereof shall preclude any advance refunding of the portion of the Refunding Bonds issued for such purpose;

WHEREAS, The Bank of New York Mellon Trust Company, N.A., has been approved by the Director of Finance of the County (the “Director of Finance”) to and will act as Paying Agent (herein called the “Paying Agent”) with respect to the Refunding Bonds, and as Escrow Agent (herein called the “Escrow Agent”) with respect to the Prior Bonds;

WHEREAS, the District proposes to execute and deliver an Escrow Agreement to the Escrow Agent directing the creation of an escrow fund for deposit of proceeds of sale of the Refunding Bonds for the purpose of paying and redeeming the Prior Bonds;

WHEREAS, there have been submitted and are on file with the Secretary of this Board of Education proposed forms of an Official Statement, a Bond Purchase Contract, a Paying Agent Agreement, an Escrow Agreement, and a Continuing Disclosure Certificate, all with respect to the Refunding Bonds proposed to be issued and sold, and the Superintendent of the District has examined or caused to be examined each document and has approved the forms thereof, and has recommended that this Board approve and direct the completion, where appropriate, and the execution of the documents and the consummation of such financing;

WHEREAS, this Board desires that the Director of Finance should collect a tax on all taxable property within the District sufficient to provide for payment of the Refunding Bonds, and intends by the adoption of this Resolution to notify the Board of Supervisors of the County, the Director of Finance, and other officials of the County of Contra Costa, that they should take such actions as shall be necessary to provide for the levy and collection of such a tax and payment of the Refunding Bonds and such portion of the Outstanding Election of 2000 Bonds, Outstanding Election of 2002 Bonds and Outstanding Election of 2005 Bonds, if any, as shall remain outstanding following the issuance of the Refunding Bonds; and

WHEREAS, the firm of Orrick, Herrington & Sutcliffe LLP (“Bond Counsel”) has been appointed bond counsel to the District in connection with the Refunding Bonds, the firm of Sidley Austin LLP (“Disclosure Counsel”) has been appointed disclosure counsel to the District in connection with the Refunding Bonds and the firm of KNN Public Finance, a division of Zions First National Bank (the “Financial Advisor”), has been appointed financial advisor to the District in connection with the Refunding Bonds;

NOW, THEREFORE, THE BOARD OF EDUCATION OF WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER, AS FOLLOWS:

Section 1. Recitals. All of the above recitals are true and correct.

Section 2. Authorization of Refunding Bonds and of Redemption of Prior Bonds; Application of Proceeds of Sale. The Board hereby authorizes the sale and issuance of a series of refunding bonds of the District on or before December 31, 2009, and the designation of said bonds as the “West Contra Costa Unified School District 2009 General Obligation Refunding Bonds” (herein called the “Refunding Bonds”) in an aggregate principal amount not to exceed \$80,000,000, which amount shall be finally determined by the Superintendent of the District, the Associate Superintendent for Business Services of the District, or such other officer of the District designated for the purpose (each, an “Authorized District Representative”), in accordance with the provisions of Section 7 hereof and with the general laws of the State of California.

Proceeds from the sale of the Refunding Bonds are hereby authorized to be applied only as permitted by Article 9 and Article 11 of Chapter 3 of Part 1 of Division 2 of

Title 5 of the Government Code, including to acquire escrow securities or otherwise to pay or provide for payment of the principal of the Prior Bonds upon redemption thereof; to pay all expenses incident to the calling, retiring or paying of the Prior Bonds and to the issuance of the Refunding Bonds, including: charges of the Paying Agent in connection with the issuance and payment of the Refunding Bonds; charges of the Escrow Agent in connection with the redemption of the Prior Bonds; interest upon the Prior Bonds from the date of sale of the Refunding Bonds to the maturity or earlier redemption date of the Prior Bonds; any premium payable upon the redemption of the Prior Bonds; and the costs of any bond insurance or other credit enhancement with respect to the Refunding Bonds. The Board hereby further determines that all interest or other gain derived from the investment of proceeds of the Refunding Bonds may be applied to any of the purposes described in this paragraph.

Section 3. Terms of Refunding Bonds. The maximum annual interest rate on the Refunding Bonds shall be 12%, payable as described in the Paying Agent Agreement referred to in Section 4 hereof. The Refunding Bonds shall mature on a date or dates, in such of the years, beginning no earlier than August 1, 2010 and concluding no later than the final maturity of the Prior Bonds, as shall be specified in the Bond Purchase Contract described in Section 7 hereof. No Refunding Bonds shall have principal maturing on more than one principal maturity date; however it shall not be necessary that a portion of the principal mature in each year.

The Refunding Bonds may be issued as current interest Refunding Bonds or capital appreciation Refunding Bonds as the Authorized District Representative shall determine upon the sale of such bonds. The current interest Refunding Bonds may mature in the same year or years as the capital appreciation Refunding Bonds, without limitation. The aggregate principal amount of the Refunding Bonds issued as both current interest Refunding Bonds and as capital appreciation Refunding Bonds shall not exceed \$80,000,000.

The aggregate principal amount of the current interest Refunding Bonds, the date thereof, the maturity dates, principal amounts and annual rates of interest of each maturity thereof, the initial and semiannual interest payment dates thereof, and the terms of optional and mandatory sinking fund redemption thereof, and the aggregate principal amount of the capital appreciation Refunding Bonds, the date thereof, the initial principal amounts, maturity dates and maturity values of each maturity thereof, the initial and semiannual interest compounding dates thereof, and the terms of optional and mandatory sinking fund redemption thereof, shall be as specified in the Bond Purchase Contract.

Section 4. Paying Agent Agreement. The form of instrument entitled "Paying Agent Agreement," tentatively dated as of August 1, 2009, by and between the District and the Paying Agent, in substantially the form on file with the Secretary of the Board, is hereby approved and authorized. The Secretary of the Board is hereby directed to file a copy of said form of instrument with the minutes of this meeting, and the Authorized District Representative is hereby authorized and directed to execute and deliver an instrument in substantially said form, completed with terms as shall be agreed to by the Authorized District Representative in accordance with this Resolution, and with such other changes therein as the Authorized District Representative may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 5. Escrow Agreement. The form of instrument entitled “Escrow Agreement,” tentatively dated as of August 1, 2009, by and between the District and the Escrow Agent, in substantially the form on file with the Secretary of the Board, is hereby approved and authorized. The Secretary of the Board is hereby directed to file a copy of said form of instrument with the minutes of this meeting, and the Authorized District Representative is hereby authorized and directed to execute and deliver an instrument in substantially said form, completed with terms as shall be agreed to by the Authorized District Representative in accordance with this Resolution, and with such other changes therein as the Authorized District Representative may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 6. Official Statement. The form of official statement in substantially the form on file with the Secretary of the Board, is hereby approved as the Official Statement of the District with respect to the Refunding Bonds (the “Official Statement”). The Authorized District Representative is hereby authorized and directed to make such other changes, additions and corrections as the Authorized District Representative may hereafter approve, and the Underwriter is hereby authorized to prepare and distribute copies of such Official Statement in preliminary form to persons who may be interested in purchasing the Refunding Bonds. The Authorized District Representative is hereby authorized to certify on behalf of the District that the preliminary form of the Official Statement was deemed final as of its date, within the meaning of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 (except for the omission of certain final pricing, rating and related information as permitted by said Rule).

The Authorized District Representative is hereby authorized and directed to sign said Official Statement in its final form, including the final pricing information, and to furnish the initial purchaser of the Refunding Bonds with copies thereof, and the initial purchaser is hereby authorized and directed to deliver copies of such Official Statement in final form to subsequent purchasers of the Refunding Bonds.

Section 7. Bond Purchase Contract; Sale of Refunding Bonds. The form of proposed Bond Purchase Contract is hereby approved and adopted as the contract for purchase and sale of the Refunding Bonds in substantially the form on file with the Secretary of the Board, and the Authorized District Representative is hereby authorized and directed to execute and deliver an instrument in substantially said form, completed with terms as the Authorized District Representative shall have agreed to in accordance with this Resolution, and with such other changes therein as the Authorized District Representative may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided that (i) the total net interest cost to maturity on the Refunding Bonds plus the principal amount of the Refunding Bonds shall be less than the total net interest cost to maturity on the Prior Bonds plus the principal amount of the Prior Bonds; (ii) the stated interest rate on the Refunding Bonds shall not exceed 12% per year; (iii) the underwriter’s discount shall not exceed 1.20% of the principal amount of the Refunding Bonds; and (iv) the Refunding Bonds shall otherwise conform to the limitations specified herein and imposed by the general laws of the State.

Section 8. Request for Necessary County Actions. (a) The Board of Supervisors of the County, the Director of Finance, and other officials of the County, are hereby requested to take and authorize such actions as may be necessary pursuant to law to provide for the levy and

collection of a property tax on all taxable property of the District sufficient to provide for payment of all principal of, redemption premium, if any, and interest on the Refunding Bonds as the same shall become due and payable, and to apply moneys in the District's Interest and Sinking Fund as necessary to the payment of the Refunding Bonds, pursuant to the Paying Agent Agreement, and to the payment of any Outstanding Election of 2000 Bonds, Outstanding Election of 2002 Bonds or Outstanding Election of 2005 Bonds, which are to remain outstanding, pursuant to the respective resolutions under which such bonds were issued. The Secretary of the Board is hereby authorized and directed to deliver certified copies of this Resolution to the Clerk of the Board of Supervisors of the County and the Director of Finance. The Board hereby agrees to reimburse the County for any costs associated with the levy and collection of said tax, upon such documentation of said costs as the District shall reasonably request.

(b) The Board of Supervisors of the County, the Director of Finance, and other officials of the County, are hereby requested to take and authorize such actions as may be necessary, upon, but only upon, the issuance of the Refunding Bonds, to discontinue the levy of property taxes on all taxable property of the District for the payment of the Prior Bonds, pursuant to Section 53561 of the California Government Code.

Section 9. Notice of Redemption of Prior Bonds. The Escrow Agent is hereby authorized and directed to give notice of redemption of the Prior Bonds to be redeemed, as set forth in the Escrow Agreement, pursuant to the terms of the respective resolutions of the County Board of Supervisors authorizing the issuance thereof and pursuant to the terms of the Escrow Agreement, at the direction and request of the Authorized District Representative.

Section 10. Continuing Disclosure. The form of instrument entitled, "Continuing Disclosure Certificate," in substantially the form on file with the Secretary of the Board, is hereby approved and authorized. The Secretary of the Board is hereby directed to file a copy of said form of instrument with the minutes of this meeting, and the Authorized District Representative is hereby authorized and directed on behalf of the District to execute and deliver such Continuing Disclosure Certificate in substantially said form, with such changes thereto as deemed necessary in order to permit the original purchaser of the Refunding Bonds to comply with the requirements of Securities and Exchange Commission Rule 15c2-12. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of such Continuing Disclosure Certificate.

Section 11. Authorization of Further Actions. (a) The Financial Advisor, Bond Counsel, Disclosure Counsel and the appropriate District officials are hereby authorized and directed to continue to prepare the necessary legal documents to accomplish said financing and the other transactions authorized herein, and to take any and all necessary actions in connection therewith.

(b) The officers and employees of the District are hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable in order to consummate the transactions herein authorized, and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution. The President of the Board, the Superintendent of the District, the Associate Superintendent for Business Services of the District,

the Clerk or Secretary of the Board, and the other officers and employees of the District are hereby authorized and directed to provide for the purchase of escrow securities, to engage certified public accounts to verify the sufficiency of funds deposited in escrow, to execute and deliver any and all notices, certificates and representations, including signature certificates, no-litigation certificates, tax certificates, certificates relating to continuing disclosure obligations, notices to the California Debt and Investment Advisory Commission, and certificates concerning the Official Statement describing the Refunding Bonds, and to enter into such agreements or contracts, including as may be necessary to obtain bond insurance with respect to the Refunding Bonds, paying agent services with respect to the Refunding Bonds, or escrow agent services with respect to the Prior Bonds, as such officers deem necessary and desirable to accomplish the purposes of this Resolution.

Section 12. Ratification of Actions. All actions heretofore taken by the officers and agents of the District with respect to the sale, execution and delivery of the Refunding Bonds, the acquisition of escrow securities, and the other transactions authorized and contemplated herein, are hereby approved, confirmed and ratified.

Section 13. Effective Date. This resolution shall take effect from and after its adoption.

PASSED AND ADOPTED this day, July 29, 2009, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

President of the Board of Education
of the West Contra Costa Unified School District

ATTEST:

Clerk of the Board of Education of the
West Contra Costa Unified School District

SECRETARY'S CERTIFICATE

I, Bruce Harter, Secretary of the West Contra Costa Unified School District, County of Contra Costa, California, hereby certify as follows:

The attached is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Education of said District duly and regularly held at the regular meeting place thereof on July 29, 2009 and entered in the minutes thereof, of which meeting all of the members of said Board of Education had due notice and at which a quorum thereof was present; and at said meeting said resolution was adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

An agenda of said meeting was posted at least 72 hours before said meeting at 3400 McDonald Avenue, Richmond, California, a location freely accessible to members of the public, and a brief description of said resolution appeared on said agenda. A copy of said agenda is attached hereto.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office. Said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

WITNESS my hand this ___ day of _____, 2009.

Secretary of the West Contra Costa
Unified School District

West Contra Costa Unified School District
1108 Bissell Avenue
Richmond, California 94801
Office of the Superintendent

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education

Meeting Date: July 29, 2009

From: Jessica Romeo
Assistant Superintendent Human Resources

Agenda Item: F.3

Subject: Resolution 22-0910: Emergency Substitute Teacher Pay Authorization

Background Information:

The District and the United Teachers of Richmond have been in negotiations for a contract for 2008-09 since May of 2008. The parties have exhausted the requirements under the law including mediation and fact finding. On July 8, 2009, the Board adopted a resolution to implement certain provisions of the contract that have either a financial impact or are required as a result of the District's status as a "Performance Improvement" district. At this time, the United Teachers of Richmond is considering conducting a strike. In order for the District to be adequately prepared to provide an educational program for students during a strike, the District needs to be in position to hire substitute teachers.

Recommendation:

That the Board approve Resolution 22-0910 to set a maximum rate for substitute pay and to authorize the hiring of additional temporary security staff.

Fiscal Impact: To be determined

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

RESOLUTION NO. 22-0910

EMERGENCY SUBSTITUTE TEACHER PAY AUTHORIZATION

WHEREAS, the Board of Education understands that a substantial number of employees are planning to engage in a strike, work slowdown, sick-out, work stoppage or other withdrawal of services which would interfere with, impede or have the effect of interfering with or impeding the normal operation of the school district which would result in great and irreparable damage to the schools and the pupils of the school district;

NOW, THEREFORE BE IT RESOLVED that the Superintendent or his designee(s) is authorized to employ substitute teachers at a daily rate not to exceed \$325 per day and that the Superintendent or his designee(s) is authorized to employ additional safety staff.

BE IT FURTHER RESOLVED that this resolution is an emergency measure within the mandate and jurisdiction of the Board of Education and is necessary for the immediate welfare of the schools and pupils thereof. Therefore, this resolution shall become effective and applicable for those substitutes hired to replace employees who participate in any of the activities noted in the first paragraph upon its adoption and shall remain in effect until repealed by formal Board action.

PASSED AND ADOPTED this 29th day of July 2009, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Clerk, Board of Education
West Contra Costa Unified School District
Contra Costa County, State of California

West Contra Costa Unified School District
1108 Bissell Avenue
Richmond, California 94801
Office of the Superintendent

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education

Meeting Date: July 29, 2009

From: Wendell C. Greer
Associate Superintendent, K – Adult Operations

Agenda Item: F.4

Subject: Agreement with the Cities of Richmond, El Cerrito, Pinole and Hercules and the Office of the Sheriff-Coroner to provide School Resource Officer (SRO) services to district campuses.

Background Information:

The district has finalized individual agreements with the Cities of Richmond, El Cerrito, Pinole and Hercules and the Office of the Sheriff-Coroner to provide a total of eighteen, full-time School Resource Officers (SRO) to the district.

Recommendation: Recommend Approval

Fiscal Impact: \$1,969,000.00

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____
Approved _____ Not Approved _____ Tabled _____

SCHOOL RESOURCE OFFICER AGREEMENT

**BETWEEN
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
AND
CITY OF RICHMOND**

RECITALS

This contract entered into on June __, 2009, between the West Contra Costa Unified School District. Hereafter referred to as “District” and the City of Richmond, hereafter referred to as “City” who agree as follows:

WHEREAS

- A. The City is a municipal corporation of the State of California located in the County of Contra Costa, State of California, and has its principal place of business at 450 Civic Center Plaza, Richmond, 94804.
- B. The District is a public school district in the County of Contra Costa, State of California, and has administrative offices located at 1108 Bissell Avenue, Richmond, California 94801.
- C. The District desires to engage the services of the City to provide police services as described in this Agreement on the campuses of Richmond High School, Kennedy High School, De Anza High School, and Lovonya Dejean Middle School, and the City desires to render such services on the terms and conditions set forth in this Agreement.
- D. California Government Code section 53060 authorizes the legislative body of any public or municipal corporation or district to contract with and employ any persons for the furnishings to the corporation or district special services and advice in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained and experienced and competent to perform the special services required. The authority given wherein to contract shall include the right of the legislative body of the corporation or district to contract for the issuance and preparation of payroll checks. The legislative body of the corporation or district may pay from any available funds such compensation to such persons as it deems proper for the “special services” rendered.
- E. The City’s police department possesses the special experience. Knowledge and expertise necessary for the performance of the “special services” required by this agreement.

WHEREAS, pursuant to Education Code 32261, it is the intent of the Legislature to encourage California public schools to develop comprehensive safety plans that are the result of a systematic planning process that includes strategies aimed at the prevention of incidents involving crime and violence on school campuses and that address the safety concerns of local law enforcement and other interests in the prevention of school crime and violence; and

WHEREAS, pursuant to the educational code 32261, it is the intent of the Legislature to encourage school districts and law enforcement agencies to develop and implement
SRO Richmond 6-22-09

interagency strategies, service training programs and activities that will improve school attendance and reduce the rates of school crime including vandalism, drug and alcohol abuse, gang membership and gang violence; and

WHEREAS, pursuant to Education Code 32262, the Legislature has established School/Law Enforcement Partnership comprising the Superintendent of Public Instruction and the Attorney General which has as its duties the development and administration of program policies, procedures and activities in the furtherance of campuses which are safe, secure and peaceful; and

WHEREAS, pursuant to Penal Code 832.3, it is the intent of the Legislature to ensure the safety of pupils, staff and members of the public on or near California public schools by providing peace officers with training that will enable them to deal with the increasing diverse and dangerous situations that encounter.

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and understandings herein, the Parties agree as follows:

1. **Scope of Work.** The scope of work shall be limited to those duties described in the Scope of Work document attached hereto as Exhibit "A" and incorporated by this reference.
2. **Term.** This Agreement shall commence on July 1, 2009 and shall continue through June 30, 2012, unless sooner terminated, as set forth in paragraph 6 of this Agreement.
3. **Payment.** The District shall pay the City, for police services provided by School Resource Officers (SROs) rendered under this Agreement, one hundred forty six thousand dollars (\$146,000) per year, per officer, for every year this Agreement is in effect. The City shall provide the District with the presence of appropriate City police vehicles, operated by the SROs, including mileage, at no additional cost to the District. The City shall submit invoices to the District to the attention of the Superintendent, West Contra Costa Unified School District, 1108 Bissell Avenue, Richmond, California 94801. Payment shall be made to the City by the District no later than 30 days from receipt of the invoice.
4. **Independent Contractor.** The relationship between the Parties under this Agreement shall be one of independent contractor. The police officer who provides services under this Agreement shall not be an employee or agent of the District and is not entitled to participate in any District pension plans, retirement, health and welfare programs, or any similar programs or, benefits, as a result of this Agreement. The School Resource Officer reports directly to the Richmond Chief of Police or designee through the Richmond Police Department established "chain of command". The Richmond Police Department shall maintain direct supervisory control over the assigned SRO. The District shall have the right to approve the individual SRO assigned to it under this contract, and shall have the right to require that the assigned SRO be replaced if his or her performance is unsatisfactory to the District.

The SRO rendering services under this Agreement shall not be an employee of the District for federal or state tax purposes, or any other purpose. The City shall be responsible for tax withholding as requested by the SRO. The SRO shall be solely responsible for payment of any tax liability arising out of that officer's compensation for services performed under this Agreement.

The District assumes no liability for workers' compensation for the assigned SRO. The City shall be responsible for carrying its own workers' compensation insurance and health and welfare insurance for the SRO assigned under this Agreement. The District shall not withhold or set aside income tax, Federal Insurance Contributions Act (FICA) tax, unemployment insurance, disability insurance, or any other federal or state funds whatsoever. It shall be the sole responsibility of the City to account for all of the above, and the City agrees to hold the District harmless from all liability for these taxes.

5. **Indemnification.**

- a. The City shall defend, indemnify and hold harmless the District, its officers, agents and employees from any and all loss, including attorneys' fees, sustained by the District by virtue of any damage(s) to any person(s), firm or corporation that may be injured by or to any property that may be damaged by the sole fault or sole active negligence of the City, its officers, agents or employees.
- b. The District shall defend, indemnify and hold harmless the City, its officers agents and employees from any and all loss, including attorney's fees sustained by the City by virtue of any damage(s) to any person(s), firm, or corporation who may be injured by or to any property that may be damaged by the sole fault or sole active negligence of the District, its officers, agents or employees.
- c. The indemnification provisions contained in this Agreement include any violation of applicable law, ordinance, regulation or rule, including where the claim, loss, damage charge or expense was caused by deliberate, willful, or criminal acts of any party to this Agreement, or any of their agents, officers or employees or their performance under the terms of this Agreement.
- d. It is the intent of the Parties that where negligence is determined to have been shared, principles of comparative negligence will be followed and each party shall bear the proportionate cost of any loss, damage, expense and liability attributable to that party's negligence.
- e. Each party shall establish procedures to notify the other party of any claims or legal actions with respect to any of the matters described in this indemnification section.

6. **Termination.**

This Agreement may be terminated by either party at any time prior to the end of the Term, with or without cause, upon delivery of a written Notice of Intent to Terminate to the other party. Such notice shall be served by personal delivery or by first-class mail, registered or certified; postage prepaid, and shall be deemed received upon personal delivery or five (5) days after the mailing date whichever is sooner. The date of termination shall be the date that is one calendar year after the date on which the Notice of Intent to Terminate is received or deemed received, as the case may be. In the event of termination, the District will compensate the City for all services rendered to the effective date of termination. The Richmond Chief of Police is designated as authorized to accept such notice for the City and the School District Superintendent is designed to accept such notice for the School District.

7. **Assignment.**

This Agreement is for personal services to be performed by the City. Neither this Agreement nor any duties or obligations to be performed by the City under this Agreement shall be assigned without the prior written consent of the District. In the event of an assignment by the City to which the District has consented, the assignee or its legal representative shall agree in writing with the District to personally assume, perform and be bound by all covenants, obligations and agreements contained in this Agreement.

8. **Notices.**

Any notices, requests, demands or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given or on the fifth day of mailing to the party to whom the notice is to be given, by first-class mail registered or certified, postage prepaid, or on the day after dispatching by Federal Express or another overnight delivery service, and properly addressed as follows:

DISTRICT: West Contra Costa Unified School District
1100 Bissell Avenue
Richmond, Ca. 94801
Attn: Superintendent of Schools

CITY: City of Richmond
450 Civic Center Avenue
Richmond, Ca. 94804
Attn: City Manager

cc: Chief of Police City of Richmond

9. **Entire Agreement.** This Agreement contains the entire agreement between the Parties and supersedes all prior understandings between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between the Parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations under this Agreement be waived, except by written instrument signed by the Parties.
10. **Binding on Successors and Assigns:** This Agreement shall inure to the benefit of and be binding upon the Parties and their successors.
11. **Severability.** Should any term or provision of the Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby. Each term or provision of this Agreement shall be valid and enforced as written to the fullest extent permitted by law.
12. **California Law.** This Agreement shall be construed in accordance with and governed by the laws and decisions of the State of California.
13. **Ratification of Board of Education.** This Agreement is not enforceable and is invalid unless and until it is approved and/or ratified by the governing board of the West Contra Costa Unified School District, as evidenced by a motion of said board duly passed, and adopted in compliance with the provisions of Education Code 39656.

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

CITY OF RICHMOND

By: _____
City Manager

ATTEST: _____
City Clerk

APPROVED AS TO FORM:

BY: _____
City Attorney

EXHIBIT A SCOPE OF WORK

PURPOSE

A prosperous future for the citizens of Richmond depends, in large measure, upon the Districts ability to properly educate its children. Effective schooling requires a safe and orderly environment in which learning can occur. Consequently, the City of Richmond (referred to as City), in collaboration with the West Contra Costa Unified School District (referred to as District), Conducts the School Resource Officer (“SRO”) Program in order to provide school administrators and staff with law enforcement resources and expertise they need to maintain safety, order and discipline in the school environment. The SRO Program is intended to insure that no students right to receive an education is abridged by violence or disruption.

The assignment involves the assignment of two sworn police officers to Richmond and Kennedy High Schools, one sworn police officer at DeAnza High School and Lovonya Dejean Middle School as School Resource Officers (SROs). In accordance with staffing ability and the demonstrated needs of the school, the City will assign a full-time SRO to the school(s) designated in this agreement.

With daily interaction with the schools administration and the SROs, it is important to establish, maintain, and update specific guidelines and procedures to be followed by the SROs and individual school administrators. The Exhibit clarifies the role of the SROs and the school administrators, the scope of their authority, and the responsibilities of the District and City in this collaboration. The success of the SRO program relies on effective communication between the SRO, the principal and other key staff members in each organization.

ORGINIZATIONAL RELATIONSHIPS

The SROs are directly accountable to the Richmond Police Department Field Operations Watch Commander, and are functionally accountable to any to any field supervisor who has responsibility for the task involved. The SROs and the Richmond Police Department Field Operations Watch Commander will work in close contact with the three high school and middle school principals and other school administrators in carrying out duties as assigned. The SROs have no direct supervisory responsibility.

DUTIES AND RESPONSIBILITIES

SCHOOL RESOURCE OFFICER

- A. The SROs are sworn City police officers assigned to provide the law enforcement expertise and resources to assist school staff(s) in maintaining safety, order, and discipline within the assigned school. Although not employees of the District, the SROs will be considered active members of the administrative team at the three high schools and middle school.
- B. The three high school and middle school buildings, grounds and surroundings will be the equivalent of the SROs patrol area, and they assume primary responsibility for SRO Richmond 6-22-09

handling all calls for service and coordinating the response of other police resources to the school. All criminal activity that comes to the attention of the principal or school staff shall be reported immediately to the Richmond Police Department. In an emergency situation, the schools shall call 911 and also notify the SROs. In a non-emergency situation, the schools should notify the SROs or call the non-emergency line at the Police Department ((510) 233-1214) if the SROs are not available. Information that is not of an emergency nature may be held for the SRO upon their return to duty.

- C. That SROs duty schedule will be determined by the SROs Richmond Police Department Supervisor, but will generally be arranged to provide coverage throughout the school day including peak arrival and departure times before and after school. Whenever possible the SRO will be visible patrolling the exterior and interior grounds, particular during the opening and closing of school and during the lunch periods. Normally the SROs will work a ten hour work day, four days a week. The SROs will also work, as scheduled, after hours school sporting events, school district board meetings and school district safety meetings.
- D. The SRO shall wear the regulation Richmond Police Department uniform and operate a marked City patrol vehicle while on duty unless otherwise authorized by a Richmond Police Department supervisor for a specific purpose. The SROs provide a visible deterrent to crime and a positive representative of the Police Department to the students and staff.
- E. The SRO shall also provide training of school employees and staff, as requested by the District, on law enforcement and other related topics. Information about crime trends and changes in criminal law relevant to schools shall be disseminated to the school administrative staff to assist them in effectively establishing and maintaining safe school environments.
- F. The SRO may also become involved, through the school principal, with the schools curriculum and provide instruction that will enhance the students understanding of the police mission and the responsibilities of citizenship. However, responding to incidents or conducting investigations will always take precedence over instructing in the classroom. Lesson plans for all formal, organized presentations shall be forwarded to the Richmond Police Department Operations Division Commander or designee and the school principal for review and approval prior to presentation.
- G. SROs shall be responsible for monitoring the social and cultural environment to identify emerging youth gangs on the school campus. All information concerning gangs shall be provided to appropriate investigative personnel. Gang prevention and early intervention strategies shall be coordinated with the Richmond Police Department Investigative Division.
- H. The SROs may make formal presentations to, or participate in, school based community organization meetings such as Parent Teacher Association and School Advisory Council meetings. Participation in other activities such as panel discussions, mentoring programs, and community coalitions or task forces may also be conducted by the SROs with advance approval from the SROs Richmond Police Department supervisor and the three high school and middle school principals.

- I. Since critical element of the SRO program's success is an open relationship and strong communication between the school principal and the SROs, the SROs shall meet weekly with the three high school principals to exchange information about current crime trends, problem areas, or other areas of concern which have potential for disruption in the school or within the community.
- J. The SROs shall collect evidence, dispose of illegal substances or contraband recovered at the three high schools, attend and provide testimony at school disciplinary hearings when needed.

TRAINING AND SUPERVISION

The SROs' supervisor shall work to maintain productive communication between the three high schools and the Richmond Police Department. Along with the weekly meeting between the SROs' and the principals, the SROs' Richmond Police Supervisor shall meet with the three high school principals at least once each semester. The initial SRO Supervisor/Principal meeting should be held within one week of the date of the implementation of this agreement and be devoted to reviewing the three high schools and City expectations and clarifying any operational procedures. The second meeting should occur mid-year and include input from the three high school principals regarding the SROs' performance. The SROs' Supervisor shall address any concerns regarding the performance of the SROs and report any concerns to the Richmond Chief of Police through the Police Department chain of command.

The City shall be solely responsible for the training and related costs unless the School District requests the SROs' attend specific District training or special events, which incur overtime. The City shall retain full authority to direct and control the activities of the SROs supervise and discipline the officers in accordance with City policies and procedures.

SCHOOL PRINCIPAL

It is the responsibility of the high school principals to facilitate effective communication between the SROs and the school staff. The principal of each school shall meet on a weekly basis with the assigned SRO.

The school principal will designate a work area for the SRO that is equipped with a telephone. The SRO shall be provided school-based radio communications equipment used by school administrators and monitors. It is required that the area have a locked storage area for securing evidence or contraband.

The principal shall meet twice yearly with the SRO Supervisor, and at other times at the request of either party when needed to ensure adequate communication between the school and the Police Department. Upon request, the principal shall provide information to the SRO Supervisor to assist in preparing for the annual evaluation of the SROs'

performance. Principals are encouraged to consult with the SRO Supervisor prior to the selection of a new SRO to share any relevant information on the needs and concerns of the particular school.

POLICE INVESTIGATION AND QUESTIONING

The SRO has been given the authority to stop, question, interview, and take police action without the prior authorization of the principal or contacting parents. With certain exceptions, the investigation and questioning of students during school hours or at school events should be limited to situations where the investigation is related to the school, school staff or students. Investigations and questioning of students for offenses not related to the operation of or occurring at the school would occur in such situations where, for example, delay might result in danger to any person, flight from the jurisdiction by the person suspected of a crime or destruction of evidence. All criminal and non-criminal contact with a student or faculty member during school hours by any investigating officer(s) should be coordinated through the SRO.

The SRO shall provide information to the appropriate investigative sections of any crime(s) or leads that come to the attention of the SRO. The SRO should be kept advised of all investigations that involve students from his/her assigned school.

The school principal shall be notified as soon as practical of my significant enforcement actions taken by the SRO or investigating officer(s).

ARREST PROCEDURES

School Resource Officers are expected to be familiar with school rules and their application with the school. Routinely, rule infractions will not be handled as violations of law, but instead referred to the principal, or his agent, for action. Any questions related to the enforcement of rules versus laws within the school should be discussed with the principal. However, the SRO has the final decision in determining if a criminal act requiring police action has occurred.

The following procedures should be adhered to where arrests of students or staff become necessary:

1. The arrest of a student or school staff member with a warrant or petition should be coordinated through the SRO with prior notification to the principal and accomplished after school hours, when practical.
2. Arrests of students or school staff members during school hours or on school grounds shall be reported to the principal as soon as practical.
3. Persons whose presence on school grounds has been restricted or forbidden, or whose presence is in violation of the law, shall be arrested for trespassing.

SEARCH AND SEIZURE

School officials may conduct searches of students' property or person under their jurisdiction when reasonable suspicion exists that the search will reveal evidence that the student has violated or is violating either the law or the rules of the school. The standard for the search is reasonable suspicion.

The SRO shall not become involved in administrative (school related) searches unless specifically asked by the school to provide security, protection, or for the handling of contraband. These searches must be at the direction and control of the school official. At no time shall the SRO request that an administrative search be conducted for law enforcement purposes or have the administrator act as his or her agent.

Any search by the SRO shall be based on probable cause and, when required, a search warrant should be obtained. Stop and frisk will remain an option when there is reasonable suspicion that a criminal act has been committed or may be committed, or that the suspect may be armed.

ADMINISTRATIVE HEARINGS

The SRO shall attend suspension and/or expulsion hearings upon the request of the school principal. The SRO shall be prepared to provide testimony on any actions that were taken by the officer and any personally observed conduct witnessed by the officer. The SRO shall make available any physical evidence that is available. Any evidence presented at any administrative hearing by the SRO is the responsibility of the SRO.

The SRO shall not provide any official Police Department juvenile record to the school during an administrative hearing. As a general rule, release of such information is prohibited by law unless such documents are subpoenaed by the school through the appropriate court.

POLICE SERVICES

The City hereby agrees to provide the District police services as follows: Two fully uniformed police officers shall be assigned to work as School Resource Officers at Richmond and Kennedy High Schools. One fully uniformed police officer shall be assigned to work as School Resource Officer at DeAnza High School, and one fully uniformed police officer shall be assigned to work as School Resource Officer at Lovonya Dejean Middle School.

The SROs' main campuses and responsibilities will be Richmond High School, Kennedy High School, DeAnza High School and Lovonya Dejean Middle School. The SROs assigned to the schools shall be present at those sites at least 90% of each 40 hour work week, except when subpoenaed for court, attending official police training or business, routine vacation and special time off, school holidays and other periods the District may designate. Any SROs may perform services outside the time period set forth in this agreement when necessary.

SCHOOL RESOURCE OFFICER AGREEMENT

**BETWEEN
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
AND
CITY OF EL CERRITO**

RECITALS

This contract entered into _____, 2009, between the West Contra Costa Unified School District, hereinafter referred to as “DISTRICT” and the City of El Cerrito, hereinafter referred to as “CITY” (collectively, sometimes hereinafter referred to as the “Parties”) who agree as follows:

WHEREAS,

- A. The City is a municipal corporation of the State of California located in the County of Contra Costa, State of California, and has its principal place of business at 10890 San Pablo Avenue, El Cerrito, California 94530.**
- B. The District is a public school district in the county of Contra Costa, State of California, and has its administrative offices located at 1108 Bissell Avenue, Richmond, California 94801.**
- C. The District desires to engage the services of the City to provide police services as described in this Agreement on El Cerrito High School and Portola Middle School campuses, including at the new location of the latter if the District relocates it, and the City desires to render such services on the terms and conditions set forth in this Agreement.**
- D. California Government Code Section 53060 authorizes the legislative body of any public or municipal corporation or district to contract with and employ any persons for the furnishing to the corporation or district special services and advice in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained and experienced and competent to perform the special services required. The authority herein given to contract shall include the right of the legislative body of the corporation or district to contract for the issuance and preparation of payroll checks. The legislative body of the corporation or district may pay from any available funds such compensation to such persons as it deems proper for the services rendered.**

- E. The City's Police Department possesses the special experience, knowledge and expertise necessary for the performance of the special services required by this Agreement.

WHEREAS, pursuant to Education Code Section 32261, it is the intent of the Legislature to encourage California public schools to develop comprehensive safety plans that are the result of a systematic planning process that includes strategies aimed at the prevention of an education about potential incidents involving crime and violence on school campuses and that address the safety concerns of local law enforcement and other interests in the prevention of school crime and violence; and

WHEREAS, pursuant to Education Code Section 32261, it is the intent of the Legislature to encourage school districts and law enforcement agencies to develop and implement interagency strategies, service training programs and activities that will improve school attendance and reduce the rates of school crime including vandalism, drug and alcohol abuse, gang membership and gang violence; and

WHEREAS, pursuant to Education Code Section 32262, the Legislature has established School/Law Enforcement Partnership comprising the Superintendent of Public Instruction and the Attorney General which has as its duties the development and administration of programs, policies, procedures and activities in furtherance of campuses which are safe, secure and peaceful; and

WHEREAS, pursuant to Penal Code Section 832.3, it is the intent of the Legislature to ensure the safety of pupils, staff and the public on or near California's public school by providing school peace officers with training that will enable them to deal with the increasing diverse and dangerous situations they encounter.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and understandings herein, the Parties agree as follows:

1. **Scope of Work.** The scope of work shall be limited to those duties as described in the Scope of Work document attached hereto as Exhibit "A" and incorporated by this reference.
2. **Term.** This Agreement shall commence on July 1, 2009, and shall continue through June 30, 2012. It shall automatically renew on July 1, 2012 and on every July 1 thereafter for an additional one-year term, unless sooner terminated, as set forth in Section 6 of this Agreement.
3. **Payment.** The District shall pay the City, for police officer services provided by School Resource Officers (SROs) rendered under this Agreement, one hundred and forty thousand dollars (\$140,000) per year, per officer, for every year this Agreement is in effect ("Compensation"), as adjusted pursuant to the second paragraph of this section of the Agreement. The City shall provide the District with the presence of appropriate City police

vehicles, operated by the SROs, including mileage, at no additional cost to the District. The City shall submit monthly invoices to the District to the attention of the Superintendent, West Contra Costa Unified School District, 1108 Bissell Avenue, Richmond, California, 94801. Payment shall be made to the City by the District no later than 30 days from receipt of invoice.

Effective the first day of the pay period that includes July 1, 2010 and each July 1st thereafter, pursuant to City's existing contracts with its police officers, including those serving as SROs, the base monthly salary per officer shall be increased by 3.0%. Alternatively, if the April to April San Francisco Bay Area Consumer Price Index for All Urban Wage Earners has increased by 4.0% or more, the base salaries of all officers, including those serving as SROs, will be increased by an additional 0.5%, for a total of 3.5%, effective the first day of the pay period that includes July 1, 2010. In recognition of those future increases in the cost of City providing services under this Agreement, beginning on July 1, 2010 and on each subsequent July 1 that this Agreement remains in effect, the Compensation shall increase by the same percentage as the increase in police officer salaries for that year.

4. **Independent Contractor.** The relationship between the Parties under this Agreement shall be one of independent contractor. The police officers who provide services under this Agreement shall not be employees or agents of the District and are not entitled to participate in any District pension plans, retirement, health and welfare programs, or any similar programs or benefits, as a result of this Agreement.

The police officers rendering services under this Agreement shall not be employees of the District for federal or state tax purposes, or any other purpose. The City shall be responsible for tax withholding as requested by the police officers. The police officers shall be solely responsible for payment of any tax liability arising out of the officers' compensation for services performed under this Agreement.

The District assumes no liability for workers' compensation for assigned police officers. The City shall be responsible for carrying its own workers' compensation insurance and health and welfare insurance for all police officers who render services under this Agreement. The District shall not withhold or set aside income tax, Federal insurance Contributions Act (FICA) tax, unemployment insurance, disability insurance, or any other federal or state funds whatsoever. It shall be the sole responsibility of the City to account for all of the above, and the City agrees to hold the District harmless from all liability for these taxes.

5. **Indemnification.**

A. The City shall defend, indemnify and hold harmless the District, its officers, agents and employees from any and all loss, including attorneys' fees, sustained by the District by virtue of any damage(s) to any person(s), firm or corporation that may be injured by or to any property that may be damaged by the sole fault or negligence of the City, its officers, agents or employees.

B. The District shall defend, indemnify and hold harmless the City, its officers, agents and employees from any and all loss, including attorneys' fees sustained by the

City by virtue of any damage(s) to any person(s), firm, or corporation who may be injured by or to any property that may be damaged by the sole fault of negligence of the District, its officers, agents or employees.

C. The indemnification provisions contained in this Agreement include any violation of applicable law, ordinance, regulation or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful, or criminal acts of any party to this Agreement, or any of their agents, officers or employees or their performance under the terms of this Agreement.

D. It is the intent of the Parties that where negligence is determined to have been shared, principles of comparative negligence will be followed and each party shall bear the proportionate cost of any loss, damage, expense and liability attributable to that party's negligence.

E. Each party shall establish procedures to notify the other party, where appropriate, of any claims or legal actions with respect to any of the matters described in this indemnification section.

6. **Termination.** This Agreement may be terminated by either party at any time after June 30, 2012, with or without cause, upon delivery of a written *Notice of Intent to Terminate* to the other party at least one (1) year prior to the intended termination date. Such notice shall be served by personal delivery or by first-class mail, registered or certified, postage prepaid, and shall be deemed received as provided in Section 8, Notices, of this Agreement. In the event of termination, the District will compensate the City only for service rendered to the date of termination.

7. **Assignment.** This Agreement is for personal services to be performed by the City. Neither this Agreement nor any duties or obligations to be performed by the City under this Agreement shall be assigned without the prior written consent of the District. In the event of an assignment by the City to which the District has consented, the assignee or his, her or its legal representative shall agree in writing with the District to personally assume, perform and be bound by all covenants, obligations and agreements contained in this Agreement.

8. **Notices.** Any notices, requests, demands or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the fifth day of mailing if mailed to the party to whom the notice is to be given, or on the fifth day of mailing if mailed to the party to whom the notice is to be given, by first-class mail, registered or certified, postage prepaid, or on the day after dispatching by Federal Express or another overnight delivery service, and properly addressed as follows:

DISTRICT: West Contra Costa Unified School District
1108 Bissell Avenue
Richmond, California 94801
ATTN: Superintendent of Schools

CITY: City of El Cerrito
10890 San Pablo Avenue
El Cerrito, California, 94530
ATTN: City Manager

With a Copy to: Chief of Police
10900 San Pablo Avenue
El Cerrito, CA 94530

9. **Entire Agreement.** This Agreement shall supersede the "School Resource Officer Agreement between West Contra Costa School District and City of El Cerrito" dated June 14, 2006. This Agreement contains the entire agreement between the Parties and supersedes all prior understandings between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between the Parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations under this Agreement be waived, except by written instrument signed by the Parties.

10. **Binding on Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the Parties and their successors.

11. **Severability.** Should any term or provision of the Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby. Each term or provision of this Agreement shall be valid and enforced as written to the fullest extent permitted by law.

12. **California Law.** This Agreement shall be construed in accordance with and governed by the laws and decisions of the State of California.

13. **Ratification of Board of Education.** This Agreement is not enforceable and is invalid unless and until it is approved and/or ratified by the governing board of the West Contra Costa Unified School District, as evidenced by a motion of said board duly passed, and adopted, in compliance with the provisions of Education Code 17604.

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

BY: _____
Superintendent

CITY OF EL CERRITO

BY: _____
City Manager

ATTEST

City Clerk

APPROVED AS TO FORM:

BY: _____
City Attorney

EXHIBIT A SCOPE OF WORK

PURPOSE

A prosperous future for the citizens of El Cerrito depends, in large measure, upon the District's ability to properly educate its children. Effective schooling requires a safe and orderly environment in which learning can occur. Consequently, the City of El Cerrito (referred to as "City"), in collaboration with the West Contra Costa Unified School District (referred to as "District"), conducts the School Resource Officer ("SRO") Program in order to provide school administrators and staff with law enforcement resources and expertise they need to maintain safety, order, and discipline in the school environment. The SRO Program is intended to ensure that no student's right to receive an education is abridged by violence or disruption.

The program involves the assignment of sworn police officers to a public school as School Resource Officers ("SROs"). In accordance with staffing availability and the demonstrated needs of the school, the City will assign two full-time SROs to El Cerrito High School and one full time SRO to Portola Middle School beginning on July 1, 2009.

With daily interaction between the school's administration and the SROs, it is important to establish, maintain, and update specific guidelines and procedures to be followed by the SROs and individual school administrators. This Memorandum of Understanding clarifies the roles of the SROs and the school administrators, their scope of their authority, and the responsibilities of the District and City in this collaboration. The success of the SRO Program relies on effective communication between the SROs, the principal, and other key staff members in each organization.

ORGANIZATIONAL RELATIONSHIPS

SROs are directly accountable to the Field Operations Watch Commander, and are functionally accountable to any supervisor who has responsibility for the task involved. SROs and Field Operations Watch Commander will work in close contact with the El Cerrito High School principal, Portola Middle School principle, and the District Chief of Police in carrying out duties as assigned. SROs have no direct supervisory responsibilities.

DUTIES AND RESPONSIBILITIES

SCHOOL RESOURCE OFFICER

- A. The SROs are sworn City police officers assigned to provide the law enforcement expertise and resources to assist school staff in maintaining safety, order, and discipline within their assigned school. SROs will be maintaining safety, order, and discipline within their assigned school. Although not an employee of the District, SROs will be considered active members of the administrative team at the El Cerrito High School and Portola Middle School.

- B.** The SROs' assigned school buildings, grounds, and surroundings will be the equivalent of the SROs' patrol area, and he/she assumes primary responsibility for handling all calls for service and coordinating the response of the other police resources to the school. All criminal activity that comes to the attention of the principal or school staff shall be reported immediately to the Police Department. In an emergency situation, the school shall call 911 and also notify the SRO. In a non-emergency situation, the school should notify the SRO or call the non-emergency line at the Police Department ((510) 237-3233) if the SROs are not available. Information that is not of an emergency nature may be held for action by the SRO upon his/her return to duty.
- C.** The SROs' duty schedule will be determined by the SRO Supervisor (Team 1 Sergeant), but generally will be arranged to provide coverage throughout the school day including peak arrival and departure times before and after school. Whenever possible, the SROs will be visible patrolling the exterior and interior grounds, particularly during the opening or closing of school and during the lunch periods. SRO's are working a four (4) day work week, ten (10) hour day.
- D.** The SROs shall wear the regulation police uniform and operate a marked police patrol vehicle while on duty unless otherwise authorized by a supervisor for a specific purpose. The SROs provides a visible deterrent to crime and a positive representative of the Police Department to students and staff.
- E.** The SROs shall also assist with training for the school administration in law enforcement and related matters. Information about crime trends and changes in laws relevant to schools shall be disseminated to the school administrative staff to assist them in effectively establishing and maintaining safe school environments.
- F.** The SROs may also become involved, through the school principal, with the school's curriculum and provide instruction that will enhance the students' understanding of the police mission and the responsibilities of citizenship. However, responding to incidents or conducting investigations will always take precedence over instructing in the classroom. Lesson plans for all formal, organized presentations shall be forwarded to the Field Operations Division Commander and the school principal for review and approval prior to presentation.
- G.** SROs shall be responsible for monitoring the social and cultural environment to identify emerging youth gangs. All information concerning gangs shall be provided to appropriate Investigative personnel. Gang prevention and early intervention strategies shall be coordinated with the Investigative Division.
- H.** When it is in the best interest of the City and the school and with the approval of the school principal, SROs may make formal presentations to, or participate in, school-based community organization meetings such as Parent Teacher Association and School Advisory Council meetings. Participation in other activities such as panel discussions, mentoring programs, and community coalitions or task forces must be approved, in advance by the SRO Division Commander and the school principal.

- I. Programs conducted in schools by other Divisions of the City's Police Department shall be coordinated with the SROs and the school principal to avoid redundant services and to ensure equitable distribution of such programs and services.
- J. A critical element of the SRO program is an open relationship and strong communication between the school principal and the SROs. The SROs shall meet weekly, or more frequently if necessary, with the assigned school principal for the purpose of exchanging information about current crime trends, problem areas, or other areas of concern which have potential for disruption in the school or within the community.
- K. Other duties and responsibilities of the SROs include proper disposal of illegal substances recovered by the school and not needed for criminal prosecution, maintaining familiarity with the school's student rules and regulations, attending and providing testimony at school disciplinary hearings, upon request.

TRAINING AND SUPERVISION

The SRO supervisor shall ensure that open lines of communication are in place between the schools and the Police Department. A weekly meeting with the SROs shall be arranged, and the SRO Supervisor shall meet with the school principal at least once each semester. To the extent that schedules permit, the initial SRO Supervisor/Principal meeting should be held on the date of the implementation of this agreement and be devoted to reviewing school and City expectations and clarifying any operational procedures. The second meeting should occur mid-year and involve a preliminary evaluation of the SROs' performance as well as the identification and resolution of any developing issues. The SRO Supervisor shall address any concerns regarding the performance of the SROs.

The City shall be solely responsible for the training and related costs unless the School District requests the SROs attend specific District training. The City shall retain full authority to direct and control the activities of the police officers and supervise and discipline the officers in accordance with City policies and procedures.

SCHOOL PRINCIPAL

It is the responsibility of the school principal to facilitate effective communication between the SROs and the school staff. The principal of the school shall meet on a weekly basis with the assigned SROs. This meeting shall not be delegated to other administrative staff on a regular basis.

The school principal will designate a work area for the SROs that is equipped with a telephone. The SROs shall be provided school-based radio communications equipment used by school administrators and monitors. It is recommended that the area have a locked storage area for securing evidence or contraband.

The principal shall meet twice yearly with the SRO Supervisor, and at other times at the request of either party when needed to ensure adequate communication between the school and the Police Department. Upon request, the principal shall provide information to the SRO Supervisor to assist in preparing for the annual evaluation of the SROs' performance. Principals are encouraged to consult with the SRO Supervisor prior to the selection of a new SRO to share any relevant information on the needs and concerns of the particular school.

POLICE INVESTIGATION AND QUESTIONING

The SROs have been given the authority to stop, question, interview, and take police action without the prior authorization of the principal or contacting parents. With certain exceptions, the investigation and questioning of students during school hours or at school events should be limited to situations where the investigation is related to the school. Investigations and questioning of students for offenses not related to the operation of or occurring at the school would occur in such situations where, for example, delay might result in danger to any person, flight from the jurisdiction by the person suspected of a crime or destruction of evidence. All criminal and non-criminal contact with a student or faculty member during school hours by any investigating officers should be coordinated through the SROs.

The SROs shall provide information to the appropriate investigative sections of any crime(s) or leads that come to the attention of the SROs. The SROs should be kept advised of all investigations that involve students from his/her assigned school.

The school principal shall be notified as soon as practical of any significant enforcement actions taken by an SRO or investigating officer(s).

ARREST PROCEDURES

School Resource Officers are expected to be familiar with school rules and their application with the school. Routinely, rule infractions will not be handled as violations of law, but instead referred to the principal, or his agent, for action. Any questions related to the enforcement of rules versus laws within the school should be discussed with the principal.

The following procedures should be adhered to where arrests of students or staff become necessary:

1. The arrest of a student or school staff member with a warrant or petition should be coordinated through the SROs with prior notification to the principal and accomplished after school hours, when practical.
2. Arrests of students or school staff members during school hours or on school grounds shall be reported to the principal as soon as practical.
3. Persons whose presence on school grounds has been restricted or forbidden, or whose presence is in violation of the law, shall be arrested for trespassing.

4. Discretion and good judgment by an SRO may determine alternative action other than arrest.

SEARCH AND SEIZURE

School officials may conduct searches of students' property or person under their jurisdiction when reasonable suspicion exists that the search will reveal evidence that the student has violated or is violating either the law or the rules of the school. The standard for the search is reasonable suspicion.

The SROs shall not become involved in administrative (school related) searches unless specifically requested by the school to provide security, protection, or for handling of contraband. These searches must be at the direction and control of the school official. At no time shall the SROs request that an administrative search be conducted for law enforcement purposes or have the administrator act as his or her agent.

Any search by an officer shall be based upon probable cause and, when required, a search warrant should be obtained. Stop and frisk will remain an option when there is reasonable suspicion that a criminal act has been committed or may be committed, or that the suspect may be armed.

ADMINISTRATIVE HEARINGS

The SROs shall attend suspension and/or expulsion hearings upon the request of the school principal. The SROs shall be prepared to provide testimony on any actions that were taken by the officer and any personally observed conduct witnessed by the officer. The SROs shall make available any physical evidence that is available. Any evidence presented at any administrative hearing by an SRO is the responsibility of the SRO.

The SROs shall not provide any official Police Department juvenile record to the school during an administrative hearing. As a general rule, release of such information is prohibited by law unless such documents are subpoenaed by the school through the appropriate court.

POLICE SERVICES

The City hereby agrees to provide to the District police services as follows: Two fully uniformed police officers shall be assigned to work as School Resource Officers at El Cerrito High School, 540 Ashbury Avenue, El Cerrito, California, 94530, and one fully uniformed police officer shall be assigned to work as a School Resource Officer at Portola Middle School, 1021 Navellier Street, El Cerrito, California, 94530 beginning on July 1, 2009. If the District moves Portola Middle School to a new location, the police officer assigned to Portola Middle School shall serve at the new location.

The two (2) SRO's main campus and responsibility will be El Cerrito High School. One (1) SRO main campus and responsibility will be Portola Middle School. The SROs assigned to the school shall be present at this site at least 90% of each 40 hour work week, except when subpoenaed for

court, attending official police training or business, routine vacation and special time off, school holidays and other periods the District may designate. Any SRO may perform services outside the time period set forth in this agreement when necessary.

SCHOOL RESOURCE OFFICER AGREEMENT

**BETWEEN
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
AND
CITY OF PINOLE**

RECITALS

This contract entered into _____, 2009, between the West Contra Costa Unified School District, hereinafter referred to as "DISTRICT" and the City of Pinole, hereinafter referred to as "CITY" (collectively, sometimes hereinafter referred to as the "Parties") who agree as follows:

WHEREAS,

- A. The City is a municipal corporation of the State of California located in the County of Contra Costa, State of California, and has its principal place of business at 2131 Pear Street, California 94564.**
- B. The District is a public school district in the county of Contra Costa, State of California, and has its administrative offices located at 1108 Bissell Avenue, Richmond, California 94801.**
- C. The District desires to engage the services of the City to provide police services as described in this Agreement on Pinole Valley High School and Pinole Middle School campuses, and the City desires to render such services on the terms and conditions set forth in this Agreement.**
- D. California Government Code Section 53060 authorizes the legislative body of any public or municipal corporation or district to contract with and employ any persons for the furnishing to the corporation or district special services and advice in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained and experienced and competent to perform the special services required. The authority herein given to contract shall include the right of the legislative body of the corporation or district to contract for the issuance and preparation of payroll checks. The legislative body of the corporation or district may pay from any available funds such compensation to such persons as it deems proper for the services rendered.**

- E. The City's Police Department possesses the special experience, knowledge and expertise necessary for the performance of the special services required by this Agreement.

WHEREAS, pursuant to Education Code Section 32261, it is the intent of the Legislature to encourage California public schools to develop comprehensive safety plans that are the result of a systematic planning process that includes strategies aimed at the prevention of potential incidents involving crime and violence on school campuses and that address the safety concerns of local law enforcement and other interests in the prevention of school crime and violence; and

WHEREAS, pursuant to Education Code Section 32261, it is the intent of the Legislature to encourage school districts and law enforcement agencies to develop and implement interagency strategies, service training programs and activities that will improve school attendance and reduce the rates of school crime including vandalism, drug and alcohol abuse, gang membership and gang violence; and

WHEREAS, pursuant to Education Code Section 32262, the Legislature has established School/Law Enforcement Partnership comprising the Superintendent of Public Instruction and the Attorney General which has as its duties the development and administration of programs, policies, procedures and activities in furtherance of campuses which are safe, secure and peaceful; and

WHEREAS, pursuant to Penal Code Section 832.3, it is the intent of the Legislature to ensure the safety of pupils, staff and the public on or near California's public schools by providing school peace officers with training that will enable them to deal with the increasing diverse and dangerous situations they encounter.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and understandings herein, the Parties agree as follows:

1. **Scope of Work.** The scope of work shall be limited to those duties as described in the Scope of Work document attached hereto as Exhibit "A" and incorporated by this reference.
2. **Term.** This Agreement shall commence on July 1, 2009, and shall continue through June 30, 2012. It shall automatically renew on July 1, 2012 and on every July 1 thereafter for an additional one-year term, unless sooner terminated, as set forth in Section 6 of this Agreement.
3. **Payment.** The District shall pay the City, for police officer services provided by School Resource Officers (SROs) rendered under this Agreement, one hundred and sixty thousand dollars (\$160,000) per year, per officer, for every year this Agreement is

in effect ("Compensation"), as adjusted pursuant to the second paragraph of this section of the Agreement. The City shall provide the District with the presence of appropriate City police vehicles, operated by the SROs, including mileage, at no additional cost to the District. The City shall submit monthly invoices to the District to the attention of the Superintendent, West Contra Costa Unified School District, 1108 Bissell Avenue, Richmond, California, 94801. Payment shall be made to the City by the District no later than 30 days from receipt of invoice.

Effective the first day of the pay period that includes July 1, 2010 and each July 1st thereafter, pursuant to City's existing contracts with its police officers, including those serving as SROs, the base monthly salary per officer shall be increased by the amount agreed upon by contract between the City of Pinole and the Pinole Police Employees Association (PPEA). In recognition of those future increases in the cost of City providing services under this Agreement, beginning on July 1, 2010 and on each subsequent July 1 that this Agreement remains in effect, the Compensation shall increase by the same percentage as the increase in police officer salaries for that year.

4. **Independent Contractor.** The relationship between the Parties under this Agreement shall be one of independent contractor. The police officers who provide services under this Agreement shall not be employees or agents of the District and are not entitled to participate in any District pension plans, retirement, health and welfare programs, or any similar programs or benefits, as a result of this Agreement.

The police officers rendering services under this Agreement shall not be employees of the District for federal or state tax purposes, or any other purpose. The City shall be responsible for tax withholding as requested by the police officers. The police officers shall be solely responsible for payment of any tax liability arising out of the officers' compensation for services performed under this Agreement.

The District assumes no liability for workers' compensation for assigned police officers. The City shall be responsible for carrying its own workers' compensation insurance and health and welfare insurance for all police officers who render services under this Agreement. The District shall not withhold or set aside income tax, Federal insurance Contributions Act (FICA) tax, unemployment insurance, disability insurance, or any other federal or state funds whatsoever. It shall be the sole responsibility of the City to account for all of the above, and the City agrees to hold the District harmless from all liability for these taxes.

5. **Indemnification.**

A. The City shall defend, indemnify and hold harmless the District, its officers, agents and employees from any and all loss, including attorneys' fees, sustained by the District by virtue of any damage(s) to any person(s), firm or corporation that may be injured by or to any property that may be damaged by the sole fault or negligence of the City, its officers, agents or employees.

B. The District shall defend, indemnify and hold harmless the City, its officers, agents and employees from any and all loss, including attorneys' fees sustained by the City by virtue of any damage(s) to any person(s), firm, or corporation who may be injured by or to any property that may be damaged by the sole fault of negligence of the District, its officers, agents or employees.

C. The indemnification provisions contained in this Agreement include any violation of applicable law, ordinance, regulation or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful, or criminal acts of any party to this Agreement, or any of their agents, officers or employees or their performance under the terms of this Agreement.

D. It is the intent of the Parties that where negligence is determined to have been shared, principles of comparative negligence will be followed and each party shall bear the proportionate cost of any loss, damage, expense and liability attributable to that party's negligence.

E. Each party shall establish procedures to notify the other party, where appropriate, of any claims or legal actions with respect to any of the matters described in this indemnification section.

6. **Termination.** This Agreement may be terminated by either party at any time after June 30, 2012, with or without cause, upon delivery of a written *Notice of Intent to Terminate* to the other party at least one (1) year prior to the intended termination date. Such notice shall be served by personal delivery or by first-class mail, registered or certified; postage prepaid, and shall be deemed received as provided in Section 8, Notices, of this Agreement. In the event of termination, the District will compensate the City only for service rendered to the date of termination.

7. **Assignment.** This Agreement is for personnel services to be performed by the City. Neither this Agreement nor any duties or obligations to be performed by the City under this Agreement shall be assigned without the prior written consent of the District. In the event of an assignment by the City to which the District has consented, the assignee or his, her or its legal representative shall agree in writing with the District to personally assume, perform and be bound by all covenants, obligations and agreements contained in this Agreement.

8. **Notices.** Any notices, requests, demands or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the fifth day of mailing if mailed to the party to whom the notice is to be given, by first-class mail, registered or certified, postage prepaid, or on the day after dispatching by Federal Express or another overnight delivery service, and properly addressed as follows:

DISTRICT: West Contra Costa Unified School District
1108 Bissell Avenue
Richmond, California 94801
ATTN: Superintendent of Schools

CITY: City of Pinole
2131 Pear Street
Pinole, CA 94564
ATTN: City Manager

With a Copy to: Chief of Police
880 Tennent Avenue
Pinole, CA 94564

9. **Entire Agreement.** This Agreement shall supersede all previous School Resource Officer Agreements between West Contra Costa School District and City of Pinole. This Agreement contains the entire agreement between the Parties and supersedes all prior understandings between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between the Parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations under this Agreement be waived, except by written instrument signed by the Parties.

10. **Binding on Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the Parties and their successors.

11. **Severability.** Should any term or provision of the Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby. Each term or provision of this Agreement shall be valid and enforced as written to the fullest extent permitted by law.

12. **California Law.** This Agreement shall be construed in accordance with and governed by the laws and decisions of the State of California.

13. **Ratification of Board of Education.** This Agreement is not enforceable and is invalid unless and until it is approved and/or ratified by the governing board of the West Contra Costa Unified School District, as evidenced by a motion of said board duly passed, and adopted, in compliance with the provisions of Education Code 17604.

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

BY: _____
Superintendent

CITY OF PINOLE

BY: _____
City Manager

ATTEST

City Clerk

APPROVED AS TO FORM:

BY: _____
City Attorney

EXHIBIT A SCOPE OF WORK

PURPOSE

A prosperous future for the citizens of Pinole depends, in large measure, upon the District's ability to properly educate its children. Effective schooling requires a safe and orderly environment in which learning can occur. Consequently, the City of Pinole (referred to as "City"), in collaboration with the West Contra Costa Unified School District (referred to as "District"), conducts the School Resource Officer ("SRO") Program in order to provide school administrators and staff with law enforcement resources and expertise they need to maintain safety, order, and discipline in the school environment. The SRO Program is intended to ensure that no student's right to receive an education is abridged by violence or disruption.

The program involves the assignment of sworn police officers to public schools as School Resource Officers ("SROs"). In accordance with staffing availability and the demonstrated needs of the school, the City will assign two full-time SROs to Pinole Valley High School and one full time SRO to Pinole Middle School beginning on July 1, 2009. One of the SROs assigned to Pinole Valley High School and the SRO assigned to Pinole Middle School will be fully funded by District. The City will fund the second SRO at Pinole Valley High School as long as District fully funds the other. City may terminate funding for the second position at Pinole Valley High School if District terminates funding of the other SRO position at Pinole Valley High School.

With daily interaction between the school's administration and the SROs, it is important to establish, maintain, and update specific guidelines and procedures to be followed by the SROs and individual school administrators. This Agreement clarifies the roles of the SROs and the school administrators, the scope of their authority, and the responsibilities of the District and City in this collaboration. The success of the SRO Program relies on effective communication between the SROs, the principal, and other key staff members in each organization.

ORGANIZATIONAL RELATIONSHIPS

SROs are directly accountable to the Police Department Field Operations Watch Commander, and are functionally accountable to any supervisor who has responsibility for the task involved. SROs and Field Operations Watch Commander will work in close contact with the Pinole Valley High School principal, Pinole Middle School principal, and the any other District assignee in carrying out duties as assigned. SROs have no direct supervisory responsibilities.

DUTIES AND RESPONSIBILITIES

SCHOOL RESOURCE OFFICER

- A.** The SROs are sworn City police officers assigned to provide the law enforcement expertise and resources to assist school staff in maintaining safety, order, and discipline within their assigned school. SROs will be maintaining safety, order, and discipline within their assigned school. Although not an employee of the District, SROs will be considered active members of the administrative team at Pinole Valley High School and Pinole Middle School.
- B.** The SROs' assigned school buildings, grounds, and surroundings will be the equivalent of the SROs' patrol area, and he/she assumes primary responsibility for handling all calls for service and coordinating the response of the other police resources to the school. All criminal activity that comes to the attention of the principal or school staff shall be reported immediately to the Police Department. In an emergency situation, the school shall call 911 and also notify the SRO. In a non-emergency situation, the school should notify the SRO or call the non-emergency line at the Police Department (510-724-1111) if the SROs are not available. Information that is not of an emergency nature may be held for action by the SRO upon his/her return to duty.
- C.** The SROs' duty schedule will be determined by the SRO Supervisor, but generally will be arranged to provide coverage throughout the school day including peak arrival and departure times before and after school. Whenever possible, the SROs will be visible patrolling the exterior and interior grounds, particularly during the opening or closing of school and during the lunch periods.
- D.** The SROs shall wear the regulation police uniform and operate a marked police patrol vehicle while on duty unless otherwise authorized by a supervisor for a specific purpose. The SROs provide a visible deterrent to crime and a positive representative of the Police Department to students and staff.
- E.** The SROs shall also assist with training for the school administration in law enforcement and related matters. Information about crime trends and changes in laws relevant to schools shall be disseminated to the school administrative staff to assist them in effectively establishing and maintaining safe school environments.
- F.** The SROs may also become involved, through the school principal, with the school's curriculum and provide instruction that will enhance the students' understanding of the police mission and the responsibilities of citizenship. However, responding to incidents or conducting investigations will always take precedence over instructing in the classroom. Lesson plans for all formal, organized presentations shall be forwarded to the SRO Supervisor and the school principal for review and approval prior to presentation.

- G. SROs shall be responsible for monitoring the social and cultural environment to identify emerging youth gangs. All information concerning gangs shall be provided to appropriate Police Investigative personnel. Gang prevention and early intervention strategies shall be coordinated with the Investigative Division.
- H. When it is in the best interest of the City and the school and with the approval of the school principal, SROs may make formal presentations to, or participate in, school-based community organization meetings such as Parent Teacher Association and School Advisory Council meetings. Participation in other activities such as panel discussions, mentoring programs, and community coalitions or task forces must be approved, in advance, by the SRO Supervisor and the school principal.
- I. Programs conducted in schools by other Divisions of the City's Police Department shall be coordinated with the SROs and the school principal to avoid redundant services and to ensure equitable distribution of such programs and services.
- J. A critical element of the SRO program is an open relationship and strong communication between the school principal and the SROs. The SROs shall meet weekly or more frequently if necessary, with the assigned school principal for the purpose of exchanging information about current crime trends, problem areas, or other areas of concern which have potential for disruption in the school or within the community.
- K. Other duties and responsibilities of the SROs include proper disposal of illegal substances recovered by the school and not needed for criminal prosecution; maintaining familiarity with the school's student rules and regulations; attending and providing testimony at school disciplinary hearings, upon request.

TRAINING AND SUPERVISION

The SRO supervisor shall ensure that open lines of communication are in place between the schools and the Police Department. A weekly meeting with the SROs shall be arranged, and the SRO Supervisor shall meet with the school principal at least once each semester. To the extent that schedules permit, the initial SRO Supervisor/Principal meeting should be held on the date of the implementation of this agreement and be devoted to reviewing school and City expectations and clarifying any operational procedures. The second meeting should occur mid-year and involve a preliminary evaluation of the SROs' performance as well as the identification and resolution of any developing issues. The SRO Supervisor shall address any concerns regarding the performance of the SROs.

The City shall be solely responsible for the training and related costs unless the School District requests the SROs attend specific District training. The City shall retain full authority to direct and control the activities of the police officers and supervise and discipline the officers in accordance with City policies and procedures.

SCHOOL PRINCIPAL

It is the responsibility of the school principal to facilitate effective communication between the SROs and the school staff. The principal of the school shall meet on a weekly basis with the assigned SROs. This meeting shall not be delegated to other administrative staff on a regular basis.

The school principal will designate a work area for the SROs that is equipped with a telephone. The SROs shall be provided school-based radio communications equipment used by school administrators and monitors. It is recommended that the area have a locked storage area for securing evidence or contraband.

The principal shall meet twice yearly with the SRO Supervisor, and at other times at the request of either party when needed to ensure adequate communication between the school and the Police Department. Upon request, the principal shall provide information to the SRO Supervisor to assist in preparing for the annual evaluation of the SROs' performance. Principals are encouraged to consult with the SRO Supervisor prior to the selection of a new SRO to share any relevant information on the needs and concerns of the particular school.

POLICE INVESTIGATION AND QUESTIONING

The SROs have been given the authority to stop, question, interview, and take police action without the prior authorization of the principal or contacting parents. With certain exceptions, the investigation and questioning of students during school hours or at school events should be limited to situations where the investigation is related to the school. Investigations and questioning of students for offenses not related to the operation of or occurring at the school would occur in such situations where, for example, delay might result in danger to any person, flight from the jurisdiction by the person suspected of a crime or destruction of evidence. All criminal and non-criminal contact with a student or faculty member during school hours by any investigating officers should be coordinated through the SROs.

The SROs shall provide information to the appropriate investigative sections of any crime(s) or leads that come to the attention of the SROs. The SROs should be kept advised of all investigations that involve students from his/her assigned school.

The school principal shall be notified as soon as practical of any significant enforcement actions taken by an SRO or investigating officer(s).

ARREST PROCEDURES

School Resource Officers are expected to be familiar with school rules and their application with the school. Routinely, rule infractions will not be handled as violations of law, but instead referred to the principal, or his agent, for action. Any questions

related to the enforcement of rules versus laws within the school should be discussed with the principal.

The following procedures should be adhered to where arrests of students or staff become necessary:

1. The arrest of a student or school staff member with a warrant or petition should be coordinated through the SROs with prior notification to the principal and accomplished after school hours, when practical.
2. Arrests of students or school staff members during school hours or on school grounds shall be reported to the principal as soon as practical.
3. Persons whose presence on school grounds has been restricted or forbidden, or whose presence is in violation of the law, shall be arrested for trespassing.
4. Discretion and good judgment by an SRO may determine alternative action other than arrest.

SEARCH AND SEIZURE

School officials may conduct searches of students' property or person under their jurisdiction when reasonable suspicion exists that the search will reveal evidence that the student has violated or is violating either the law or the rules of the school. The standard for the search is reasonable suspicion.

The SROs shall not become involved in administrative (school related) searches unless specifically requested by the school to provide security, protection, or for handling of contraband. These searches must be at the direction and control of the school official. At no time shall the SROs request that an administrative search be conducted for law enforcement purposes or have the administrator act as his or her agent.

Any search by an officer shall be based upon probable cause and, when required, a search warrant should be obtained. Stop and frisk will remain an option when there is reasonable suspicion that a criminal act has been committed or may be committed, or that the suspect may be armed.

ADMINISTRATIVE HEARINGS

The SROs shall attend suspension and/or expulsion hearings upon the request of the school principal. The SROs shall be prepared to provide testimony on any actions that were taken by the officer and any personally observed conduct witnessed by the officer. The SROs shall make available any physical evidence that is available. Any evidence presented at any administrative hearing by an SRO is the responsibility of the SRO.

The SROs shall not provide any official Police Department juvenile record to the school during an administrative hearing. As a general rule, release of such information is prohibited by law unless such documents are subpoenaed by the school through the appropriate court.

POLICE SERVICES

The City hereby agrees to provide to the District police services as follows: Two fully uniformed police officers shall be assigned to work as School Resource Officers at Pinole Valley High School, 2900 Pinole Valley Road, Pinole, California, 94564, and one fully uniformed police officer shall be assigned to work as a School Resource Officer at Pinole Middle School, 1575 Mann Drive, Pinole, California, 94564 beginning on July 1, 2009.

The two (2) SROs' main campus and responsibility will be Pinole Valley High School. One (1) SRO's main campus and responsibility will be Pinole Middle School. The SROs assigned to the school shall be present at this site at least 90% of each 40 hour work week, except when subpoenaed for court, attending official police training or business, routine vacation and special time off, school holidays and other periods the District may designate. SROs are currently assigned to a "9-80" shift. Therefore each SRO will be off at least one weekday every other week.

SCHOOL RESOURCE OFFICER AGREEMENT

**BETWEEN
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
AND THE
CITY OF HERCULES**

RECITALS

This contract entered into effective July 1, 2009 between the West Contra Costa Unified School District, hereinafter referred to as “DISTRICT” and the City of Hercules, hereinafter referred to as “CITY” (collectively, sometimes hereinafter referred to as the “Parties”) who agree as follows:

WHEREAS,

- A. The City is a municipal corporation of the State of California located in the County of Contra Costa, State of California, and has its principal place of business at 111 Civic Drive, Hercules, California 94547.
- B. The District is a public school district in the county of Contra Costa, State of California, and has its administrative offices located at 1108 Bissell Avenue, Richmond, California 94801.
- C. The District desires to engage the services of the City to provide police services as described in this Agreement at the Hercules High School campus, and the City desires to render such services on the terms and conditions set forth in this Agreement.
- D. California Government Code Section 53060 authorizes the legislative body of any public or municipal corporation or district to contract with and employ any persons for the furnishing to the corporation or district special services and advice in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained and experienced and competent to perform the special services required. The authority herein given to contract shall include the right of the legislative body of the corporation or district to contract for the issuance and preparation of payroll checks. The legislative body of the corporation or district may pay from any available funds such compensation to such persons as it deems proper for the services rendered.

- E. The City's Police Department possesses the special experience, knowledge and expertise necessary for the performance of the special services required by this Agreement.

WHEREAS, pursuant to Education Code Section 32261, it is the intent of the Legislature to encourage California public schools to develop comprehensive safety plans that are the result of a systematic planning process that includes strategies aimed at the prevention of an education about potential incidents involving crime and violence on school campuses and that address the safety concerns of local law enforcement and other interests in the prevention of school crime and violence; and

WHEREAS, pursuant to Education Code Section 32261, it is the intent of the Legislature to encourage school districts and law enforcement agencies to develop and implement interagency strategies, service training programs and activities that will improve school attendance and reduce the rates of school crime including vandalism, drug and alcohol abuse, gang membership and gang violence; and

WHEREAS, pursuant to Education Code Section 32262, the Legislature has established School/Law Enforcement Partnership comprising the Superintendent of Public Instruction and the Attorney General which has as its duties the development and administration of programs, policies, procedures and activities in furtherance of campuses which are safe, secure and peaceful; and

WHEREAS, pursuant to Penal Code Section 832.3, it is the intent of the Legislature to ensure the safety of pupils, staff and the public on or near California's public school by providing school peace officers with training that will enable them to deal with the increasing diverse and dangerous situations they encounter.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and understandings herein, the Parties agree as follows:

1. **Scope of Work.** The scope of work shall be limited to those duties as described in the Scope of Work document attached hereto as Exhibit "A" and incorporated by this reference.
2. **Term.** This Agreement shall commence on July 1, 2009, and shall continue through June 30, 2012. It shall automatically renew on July 1, 2012 and on every July 1 thereafter for an additional one-year term, unless sooner terminated, as set forth in Section 6 of this Agreement.
3. **Payment.** The District shall pay the City, for police officer services rendered under this agreement, one hundred and sixty thousand dollars (\$160,000) per year through the expiration of this contract on June 30, 2012, at a rate of \$40,000 per quarter. The payment is for the services of one full-time School Resource Officer (SRO) and one police vehicle, and all training and safety equipment necessary to support the SRO. The payment is also for overtime worked by the

SRO and other Hercules Officers at the following campus school events; Football and Basketball Games, Back to School Night and Open House, Graduation and Proms.

The City shall submit quarterly invoices to the District to the attention of the Superintendent, West Contra Costa Unified School District, 1108 Bissell Avenue, Richmond, California, 94801. Payment shall be made to the City by the District no later than 30 days from receipt of invoice.

4. **Independent Contractor.** The relationship between the Parties under this Agreement shall be one of independent contractor. The police officers who provide services under this Agreement shall not be employees or agents of the District and are not entitled to participate in any District pension plans, retirement, health and welfare programs, or any similar programs or benefits, as a result of this Agreement.

The School Resource Officer reports directly to the Hercules Chief of Police or his designee through the department chain of command. The Hercules Police Department shall maintain direct supervisory control over the assigned SRO. The District shall have the right to request that the SRO be retrained or replaced if his or her performance is unsatisfactory to the District.

The SRO rendering services under this Agreement shall not be employees of the District for federal or state tax purposes, or any other purpose. The City shall be responsible for tax withholding as requested by the police officers. The police officers shall be solely responsible for payment of any tax liability arising out of the officers' compensation for services performed under this Agreement.

The District assumes no liability for workers' compensation for the assigned SRO. The City shall be responsible for carrying its own workers' compensation insurance and health and welfare insurance for all police officers who render services under this Agreement. The District shall not withhold or set aside income tax, Federal insurance Contributions Act (FICA) tax, unemployment insurance, disability insurance, or any other federal or state funds whatsoever. It shall be the sole responsibility of the City to account for all of the above, and the City agrees to hold the District harmless from all liability for these taxes.

5. **Indemnification.**

A. The City shall defend, indemnify and hold harmless the District, its officers, agents and employees from any and all loss, including attorneys' fees, sustained by the District by virtue of any damage(s) to any person(s), firm or corporation that may be injured by or to any property that may be damaged by the sole fault or negligence of the City, its officers, agents or employees.

B. The District shall defend, indemnify and hold harmless the City, its officers, agents and employees from any and all loss, including attorneys' fees sustained by the City by virtue of any damage(s) to any person(s), firm, or corporation who may be injured by or to any property that may be damaged by the sole fault of negligence of the District, its officers, agents or employees.

C. The indemnification provisions contained in this Agreement include any violation of applicable law, ordinance, regulation or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful, or criminal acts of any party to this Agreement, or any of their agents, officers or employees or their performance under the terms of this Agreement.

D. It is the intent of the Parties that where negligence is determined to have been shared, principles of comparative negligence will be followed and each party shall bear the proportionate cost of any loss, damage, expense and liability attributable to that party's negligence.

E. Each party shall establish procedures to notify the other party, where appropriate, of any claims or legal actions with respect to any of the matters described in this indemnification section.

6. **Termination.** This Agreement may be terminated by either party at any time after June 30, 2012, with or without cause, upon delivery of a written *Notice of Intent to Terminate* to the other party at least one (1) year prior to the intended termination date. Such notice shall be served by personal delivery or by first-class mail, registered or certified, postage prepaid, and shall be deemed received as provided in Section 8, Notices, of this Agreement. In the event of termination, the District will compensate the City only for service rendered to the date of termination.

7. **Assignment.** This Agreement is for personal services to be performed by the City. Neither this Agreement nor any duties or obligations to be performed by the City under this Agreement shall be assigned without the prior written consent of the District. In the event of an assignment by the City to which the District has consented, the assignee or his, her or its legal representative shall agree in writing with the District to personally assume, perform and be bound by all covenants, obligations and agreements contained in this Agreement.

8. **Notices.** Any notices, requests, demands or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the fifth day of mailing if mailed to the party to whom the notice is to be given, or on the fifth day of mailing if mailed to the party to whom the notice is to be given, by first-class mail, registered or certified, postage prepaid, or on the day after dispatching by Federal Express or another overnight delivery service, and properly addressed as follows:

DISTRICT: West Contra Costa Unified School District
1108 Bissell Avenue
Richmond, California 94801
ATTN: Superintendent of Schools

CITY: City of Hercules
111 Civic Drive
Hercules, California, 94547
ATTN: City Manager

With a Copy to: Chief of Police
111 Civic Drive
Hercules, CA 94547

9. **Entire Agreement.** This Agreement shall supersede the “School Resource Officer Agreement between West Contra Costa School District and City of Hercules” dated June 14, 2006. This Agreement contains the entire agreement between the Parties and supersedes all prior understandings between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between the Parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations under this Agreement be waived, except by written instrument signed by the Parties.

10. **Binding on Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the Parties and their successors.

11. **Severability.** Should any term or provision of the Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby. Each term or provision of this Agreement shall be valid and enforced as written to the fullest extent permitted by law.

12. **California Law.** This Agreement shall be construed in accordance with and governed by the laws and decisions of the State of California.

13. **Ratification of Board of Education.** This Agreement is not enforceable and is invalid unless and until it is approved and/or ratified by the governing board of the West Contra Costa Unified School District, as evidenced by a motion of said board duly passed, and adopted, in compliance with the provisions of Education Code 17604.

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

BY: _____
Superintendent

CITY OF HERCULES

BY: _____
City Manager

ATTEST

City Clerk

APPROVED AS TO FORM:

BY: _____
City Attorney

EXHIBIT A SCOPE OF WORK

PURPOSE

A prosperous future for the citizens of Hercules depends, in large measure, upon the District's ability to properly educate its children. Effective schooling requires a safe and orderly environment in which learning can occur. Consequently, the City of Hercules (referred to as "City"), in collaboration with the West Contra Costa Unified School District (referred to as "District"), conducts the School Resource Officer ("SRO") Program in order to provide school administrators and staff with law enforcement resources and expertise they need to maintain safety, order, and discipline in the school environment. The SRO Program is intended to ensure that no student's right to receive an education is abridged by violence or disruption.

The program involves the assignment of sworn police officers to a public school as a School Resource Officer (SRO). In accordance with staffing availability and the demonstrated needs of the school, the City will assign one full-time SRO to Hercules High School beginning on July 1, 2009.

With daily interaction between the school's administration and the SRO, it is important to establish, maintain, and update specific guidelines and procedures to be followed by the SRO and individual school administrators. This Memorandum of Understanding clarifies the roles of the SRO and the school administrators, the scope of their authority, and the responsibilities of the District and City in this collaboration. The success of the SRO Program relies on effective communication between the SRO, the principal, and other key staff members in each organization.

ORGANIZATIONAL RELATIONSHIPS

The SRO is directly accountable to the Operations Division Watch Commander, and are functionally accountable to any supervisor who has responsibility for the task involved. The SRO will work in close contact with the Hercules High School principal in carrying out duties as assigned. The SRO has no direct supervisory responsibilities.

DUTIES AND RESPONSIBILITIES

SCHOOL RESOURCE OFFICER

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- B.** The Hercules High School campus, buildings, grounds, and surroundings will be the SRO's patrol area, and he/she assumes primary responsibility for handling all calls for service and coordinating the response of the other police resources to the school. All criminal activity that comes to the attention of the principal or school staff shall be reported immediately to the Police Department. In an emergency situation, the school shall call 911 and also notify the SRO. In a non-emergency situation, the school should notify the SRO or call the non-emergency line at the Police Department ((510) 724-1111) if the SRO is not available. Information that is not of an emergency nature may be held for action by the SRO upon his/her return to duty.
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- D.** The SRO shall wear the regulation police uniform and operate a marked police patrol vehicle while on duty unless otherwise authorized by a supervisor for a specific purpose. The SRO provides a visible deterrent to crime and a positive representative of the Police Department to students and staff.
- E.** The SRO shall also assist with training for the school administration in law enforcement and related matters. Information about crime trends and changes in laws relevant to schools shall be disseminated to the school administrative staff to assist them in effectively establishing and maintaining safe school environments.
- F.** The SRO may also become involved, through the school principal, with the school's curriculum and provide instruction that will enhance the students' understanding of the police mission and the responsibilities of citizenship. However, responding to incidents or conducting investigations will always take precedence over instructing in the classroom. Lesson plans for all formal, organized presentations shall be forwarded to the Operations Division Commander and the school principal for review and approval prior to presentation.
- G.** The SRO shall be responsible for monitoring the social and cultural environment to identify emerging youth gangs. All information concerning gangs shall be provided to appropriate Investigative personnel. Gang prevention and early intervention strategies shall be coordinated with the Investigations Division.
- H.** When it is in the best interest of the City and the school and with the approval of the school principal, the SRO may make formal presentations to, or participate in, school-based community organization meetings such as Parent Teacher Association and School Advisory Council meetings. Participation in other activities such as panel discussions, mentoring programs, and community coalitions or task forces must be approved, in advance by the Operations Division Commander and the school principal.

- I. Programs conducted in schools by other divisions of the Hercules Police Department shall be coordinated with the SRO and the school principal to avoid redundant services and to ensure equitable distribution of such programs and services.
- J. A critical element of the SRO program is an open relationship and strong communication between the school principal and the SROs. The SRO shall meet weekly, or more frequently if necessary, with the assigned school principal for the purpose of exchanging information about current crime trends, problem areas, or other areas of concern which have potential for disruption in the school or within the community.
- K. Other duties and responsibilities of the SRO includes proper disposal of illegal substances recovered by the school and not needed for criminal prosecution, maintaining familiarity with the school's student rules and regulations, attending and providing testimony at school disciplinary hearings, upon request.

TRAINING AND SUPERVISION

The SRO supervisor shall ensure that open lines of communication are in place between Hercules High School and the Hercules Police Department. A weekly meeting with the SRO shall be arranged, and the SRO Supervisor shall meet with the school principal at least once each semester. To the extent that schedules permit, the initial SRO Supervisor/Principal meeting should be held on the date of the implementation of this agreement and be devoted to reviewing school and City expectations and clarifying any operational procedures. The second meeting should occur mid-year and involve a preliminary evaluation of the SRO's performance as well as the identification and resolution of any developing issues. The SRO Supervisor shall address any concerns regarding the performance of the SRO.

The City shall be solely responsible for the training and related costs unless the School District requests the SRO attend specific District training. The City shall retain full authority to direct and control the activities of the police officers and supervise and discipline the officers in accordance with City policies and procedures.

SCHOOL PRINCIPAL

It is the responsibility of the school principal to facilitate effective communication between the SRO and the school staff. The principal of the school shall meet on a weekly basis with the assigned SRO. This meeting shall not be delegated to other administrative staff on a regular basis.

The school principal will designate a work area for the SRO that is equipped with a telephone. The SRO shall be provided school-based radio communications equipment used by school administrators and monitors. It is recommended that the area have a locked storage area for securing evidence or contraband.

The principal shall meet twice yearly with the SRO Supervisor, and at other times at the request of either party when needed to ensure adequate communication between the school and the

Police Department. Upon request, the principal shall provide information to the SRO Supervisor to assist in preparing for the annual evaluation of the SRO's performance. Principals are encouraged to consult with the SRO Supervisor prior to the selection of a new SRO to share any relevant information on the needs and concerns of the particular school.

POLICE INVESTIGATION AND QUESTIONING

The SRO has been given the authority to stop, question, interview, and take police action without the prior authorization of the principal or contacting parents. With certain exceptions, the investigation and questioning of students during school hours or at school events should be limited to situations where the investigation is related to the school. Investigations and questioning of students for offenses not related to the operation of or occurring at the school would occur in such situations where, for example, delay might result in danger to any person, flight from the jurisdiction by the person suspected of a crime or destruction of evidence. All criminal and non-criminal contact with a student or faculty member during school hours by any investigating officers should be coordinated through the SRO.

The SRO shall provide information to the appropriate investigative sections of any crimes or leads that come to the attention of the SRO. The SRO should be kept advised of all investigations that involve students from his/her assigned school.

The school principal shall be notified as soon as practical of any significant enforcement actions taken by an SRO or investigating officer(s).

ARREST PROCEDURES

School Resource Officers are expected to be familiar with school rules and their application with the school. Routinely, rule infractions will not be handled as violations of law, but instead referred to the principal, or his agent, for action. Any questions related to the enforcement of rules versus laws within the school should be discussed with the principal.

The following procedures should be adhered to where arrests of students or staff become necessary:

1. The arrest of a student or school staff member with a warrant or petition should be coordinated through the SRO with prior notification to the principal and accomplished after school hours, when practical.
2. Arrests of students or school staff members during school hours or on school grounds shall be reported to the principal as soon as practical.
3. Persons whose presence on school grounds has been restricted or forbidden, or whose presence is in violation of the law, shall be arrested for trespassing.
4. Discretion and good judgment by an SRO may determine alternative action other than arrest.

SEARCH AND SEIZURE

School officials may conduct searches of students' property or person under their jurisdiction when reasonable suspicion exists that the search will reveal evidence that the student has violated or is violating either the law or the rules of the school. The standard for the search is reasonable suspicion.

The SRO shall not become involved in administrative (school related) searches unless specifically requested by the school to provide security, protection, or for handling of contraband. These searches must be at the direction and control of the school official. At no time shall the SRO request that an administrative search be conducted for law enforcement purposes or have the administrator act as his or her agent.

Any search by an officer shall be based upon probable cause and, when required, a search warrant should be obtained. Stop and frisk will remain an option when there is reasonable suspicion that a criminal act has been committed or may be committed, or that the suspect may be armed.

ADMINISTRATIVE HEARINGS

The SRO shall attend suspension and/or expulsion hearings upon the request of the school principal. The SRO shall be prepared to provide testimony on any actions that were taken by the officer and any personally observed conduct witnessed by the officer. The SRO shall make available any physical evidence that is available. Any evidence presented at any administrative hearing by an SRO is the responsibility of the SRO.

The SRO shall not provide any official Police Department juvenile record to the school during an administrative hearing. As a general rule, release of such information is prohibited by law unless such documents are subpoenaed by the school through the appropriate court.

POLICE SERVICES

The City hereby agrees to provide to the District police services as follows: One fully uniformed police officer shall be assigned to work as School Resource Officer at Hercules High School, 2000 Refugio Valley Road, Hercules, California 94547.

The SRO's main campus and responsibility will be Hercules High School. The SROs assigned to the school shall be present at this site at least 90% of each 40 hour work week, except when subpoenaed for court, attending official police training or business, routine vacation and special time off, school holidays and other periods the District may designate. Any SRO may perform services outside the time period set forth in this agreement when necessary.

CONTRACTOR'S COPY

1. **Contract Identification.**

Department: Contra Costa County Office of the Sheriff

Subject: Interagency Agreement between Contra Costa County Office of the Sheriff and Agency named below for a School Resource Officer

2. **Parties.** The County of Contra Costa, California (County), for its Department named above, and the following named Agency mutually agree and promise as follows:

Agency: West Contra Costa Unified School District

Capacity: A public agency

Address: 1108 Bissell Avenue, Richmond, CA 94801

3. **Term.** The effective date of this Agreement is April 1, 2009 and it terminates on March 31, 2010 unless sooner terminated as provided herein.

4. **Payment Limit.** Agency's total payments to County under this Agreement shall not exceed \$193,321.00.

5. **County's Obligations.** County shall provide those services and carry out that work described in the Service Plan attached hereto which is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. **Agency's Obligations.** Agency shall pay County for its provision of the services as set forth in the attached Payment Provisions which are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

7. **General and Special Conditions.** This Agreement is subject to the General Conditions and Special Conditions (if any) attached hereto, which are incorporated herein by reference.

8. **Project.** This Agreement implements in whole or in part the following described Project, the application and approval documents of which are incorporated herein by reference: N/A

9. **Legal Authority.** This Agreement is entered into under and subject to the following legal authorities: California Government Code, Section 26227.

10. **Signatures.** These signatures attest the parties' agreement hereto:

COUNTY OF CONTRA COSTA, CALIFORNIA

<p>BOARD OF SUPERVISORS</p> <p>By _____</p> <p>Chairman/Designee</p>	<p>ATTEST: Clerk of the Board of Supervisors</p> <p>By _____</p> <p>Deputy</p>
----------------------------------------------------------------------	--------------------------------------------------------------------------------

AGENCY

<p>By _____</p> <p>(Signature of authorized Agency representative)</p> <p>_____ (Print name and title A)</p>	<p>By _____</p> <p>(Signature of authorized Agency representative)</p> <p>_____ (Print name and title B)</p>
------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------

I. Purpose. The Contra Costa County Sheriff-Coroner (herein referred to as the County) will provide one School Resource Officer (herein referred to as the SRO) to serve West Contra Costa Unified School District (herein referred to as the Agency). The SRO time will be shared between Juan Crespi Middle School and North Campus High School with a schedule that will best serve each school to be determined jointly by the County and Agency.

II. Agency's Obligations. During the term of this Agreement, Agency will:

- A. SRO will work with Agency's Administrative personnel by conducting weekly meetings between the school principal or designee and the SRO. The Agency will give a minimum two-week notice to the SRO to attend meetings, prepare reports, to provide curriculum and/or instruction.
- B. Provide the SRO with copies of the Agency's Policy and Procedures, Rules, Safety Procedures, and other documents necessary to perform his/her job.
- C. Provide the school's curriculum and a detailed outline of the type of lesson the SRO is to teach. Lesson plans for all formal, organized presentations shall be forwarded to the Office of the Sheriff, Division Commander or designee and the school principal for review and approval prior to presentation.
- D. Provide the SRO an area/space, telephone, equipment and supplies with which to prepare reports. The SRO will be provided school based radio communications equipment used by school administrators and monitors. An area will be provided for locked storage for securing evidence or contraband.
- E. Provide information to the SRO's Supervisor to assist in preparing for the annual evaluation of the SRO's performance.
- F. Meet with the SRO's Supervisor within one week of the date of the implementation of this agreement and be devoted to reviewing the School's expectations and clarifying any operational procedures. The SRO's Supervisor and the School Principal will meet mid-year regarding the performance of the SRO to report any concerns.
- G. During an emergency situation, the school will call 911 and also notify the SRO. In a non-emergency situation, the school will notify the SRO or call the non-emergency line at the Sheriff's Department if the SRO is not available. Non-emergencies will be held over for action by the SRO upon his/her return to duty. The SRO shall be kept advised of all investigations that involve students from his/her assigned school. The SRO has the authority to stop, question, interview, and take police action without the prior authorization of the principal or contacting parents. All criminal activity that comes to the attention of the principal or school staff will be reported to the SRO and the Sheriff's Department.

Initials: _____
Agency County Dept.

- H. Will be responsible for the training and related costs that the Agency requests the SRO to specifically attend which incur overtime. See 'Payment Provisions' for overtime costs.

III. County's Obligations. During the term of this Agreement the Contra Costa County, Office of the Sheriff-Coroner will:

- A. Assist school staff in maintaining safety, order and discipline within the assigned school. The school principal will be notified as soon as practical of any significant enforcement action taken by the SRO or investigating officers.
- B. Assume primary responsibility for handling all calls for service and coordinating the response of the other police resources to the school.
- C. Provide coverage throughout the school day including peak arrival and departure times, before and after school, be visibly present at lunch periods and will patrol the exterior and interior grounds.
- D. The SRO's duty schedule will be determined by the Office of the Sheriff-Coroner in conjunction with the needs of the Agency in fulfilling the coverage needed. The SRO will be present at the school sites at least 90% of each 40 hour work week, except when subpoenaed for court, attending official police training or business, routine vacation and special time off, school holidays and other periods the District may designate. The SRO may perform services outside the time period set forth in this agreement with approval from the County.
- E. Provide training for school staff and employees, as requested by the Agency, on law enforcement and other related topics. Information about crime trends and changes in criminal law relevant to schools shall be disseminated to the school administrative staff to assist them in effectively establishing and maintaining safe school environments.
- F. Will monitor the social and cultural environment to identify emerging youth gangs on the school campus. Gang prevention and early intervention strategies will be coordinated with the Sheriff's Investigative Division.
- G. SRO will participate in school-based community organization meetings for the Parent Teacher Association and School Advisory Council.
- H. SRO will meet weekly with the school principal to exchange information about current crime trends, problem areas or other areas of concern that may have the potential for disruption in the school or within the community.

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Agency County Dept.

- I. SRO will collect evidence, dispose of illegal substances or contraband recovered at the schools, and attend and provide testimony at school disciplinary hearings when needed. The SRO will not provide any official Police Department juvenile records to the school during an administrative hearing.

IV. Payment Provisions.

- A. Payment Limit: The Agreement Payment Limit is \$193,321.
- B. Service Costs: Service costs will be based on actual costs to the Office of the Sheriff-Coroner for the services provide under this Agreement up to the line item cost detailed below.

Descriptions	DEPUTY SALARY & BENEFITS	
	FY 2008/09	FY 2009/10
Base Pay	\$6,792.00	\$6,792.00
Education Incentive	\$339.60	\$339.60
Safety Longevity	\$339.60	\$339.60
Life Insurance	\$2.00	\$1.25
F.I.C.A. (Medicare)	\$103.51	\$114.31
Retirement	\$4,831.63	\$4,514.10
Retiree Health Care	\$483.00	\$557.00
Worker Compensation	\$430.34	\$333.22
Unemployment Insurance	\$14.94	\$21.67
OPEB - Other Post Employment Benefits	\$227.05	\$227.05
Health Insurance	\$1,223.00	\$1,223.00
Salary & Benefit/Monthly	\$14,786.67	\$14,462.79
Salary & Benefit/Yearly	\$177,440.02	\$173,553.48
Annual Uniform Allowance	\$876.00	\$876.00
Holiday Pay (13)	\$6,520.33	\$6,520.33
YEARLY MAXIMUM TOTAL SALARY & BENEFIT COSTS	\$184,836.35	\$180,949.82

Initials: _____

Agency

County Dept.

3 MONTHS PRORATED 2008-09 DEPUTY SALARY AND BENEFITS		\$46,209.09									
9 MONTHS PRORATED 2009-10 DEPUTY SALARY AND BENEFITS		\$135,712.37									
CONTRACT'S TOTAL YEARLY DEPUTY SALARY AND BENEFITS		\$181,921.46									
VEHICLE COSTS-Maintenance, Insurance, Replacement, Administration Fees, Fuel		\$11,400.00									
TOTAL CONTRACT PAYMENT LIMIT		\$193,321.46									
REGULAR PAY	OVERTIME										
<table border="1"> <tr> <td>09-10 Hourly Paid Rate</td> <td>09-10 Hourly OT Rates</td> <td></td> </tr> <tr> <td>\$43.19</td> <td>\$58.89</td> <td>Base Paid Rates</td> </tr> <tr> <td>\$87.00</td> <td>\$62.25</td> <td>With Benefits</td> </tr> </table>	09-10 Hourly Paid Rate	09-10 Hourly OT Rates		\$43.19	\$58.89	Base Paid Rates	\$87.00	\$62.25	With Benefits		
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\$43.19	\$58.89	Base Paid Rates									
\$87.00	\$62.25	With Benefits									

C. Cost of Living Adjustment and Labor Agreement Adjustments. Actual service costs for personnel will be affected by cost of living adjustments and negotiated labor rates through the Deputy Sheriff's Association-County Memorandum of understanding process. The Office of the Sheriff-Coroner will notify the School District of changes to labor costs within thirty (30) days of changes to negotiated labor rates through the Deputy Sheriff's Association-County memorandum of understanding process. The Office of the Sheriff-Coroner reserves the right to request amendment to this Agreement to reflect added personnel costs.

D. Payment Process. The Office of the Sheriff-Coroner will provide quarterly invoices for services rendered. The School District will make payment to the Sheriff's Office no later than 30 days from the receipt of an invoice.

V. Arrest Procedures. The following is the procedure for the arrest of students or staff.

A. The arrest of a student or school staff member with a warrant or petition

Initials: _____
 Agency County Dept.

should be coordinated through the SRO with prior notification to the principal and accomplished after school hours, when practical.

- B. Arrests of students or school staff members during school hours or on school grounds shall be reported to the principal as soon as practical.
- C. Persons whose presence on school grounds has been restricted or forbidden, whose presence is in violation of the law, shall be arrested for trespassing.

VI. Search and Seizure. The SRO will not become involved in administrative (school related) searches unless specifically requested by the school to provide security, protection, or for handling of contraband. At no time shall the SRO request that an administrative search be conducted for law enforcement purposes or have the administrator act as his or her agent.

Any search by the SRO shall be based upon probable cause and when required, a search warrant should be obtained. Stop and frisk will remain an option when there is reasonable suspicion that a criminal act has been committed or may be committed, or that the suspect may be armed.

VII. Notices. Any notices, requests, demands or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given on the date of service if served personally on the party to whom notice is to be given, by first-class mail registered or certified, postage prepaid, or on the day after dispatching by Federal Express or another overnight delivery service, and properly addressed as follows:

SCHOOL DISTRICT: West Contra Costa Unified School District
1108 Bissell Avenue
Richmond, California 94801
ATTN: Superintendent of Schools

SHERIFF'S OFFICE: Office of the Sheriff-Coroner
651 Pine Street, 6th Floor
Martinez, CA 94553
ATTN: Contracts and Grants

Initials: _____
Agency County Dept.

SPECIAL CONDITIONS
(Purchase of Services - Long Form)

1. Paragraph 18. (Indemnification) of the General Conditions will be replaced in its entirety by the following:

Mutual Indemnification. The County agrees to indemnify and hold harmless Agency for the County's share of any and all claims, costs and liability for any damage, injury or death of or to any person or the property of any persons, including attorneys' fees, arising out of the willful misconduct or the negligent acts, errors or omissions of County, its officers or employees in the performance of the Agreement.

Agency agrees to indemnify and hold harmless County for Agency's share of any and all claims, costs and liability for any damage, injury or death of or any person or the property of any person, including attorneys' fees, arising out of the willful misconduct of the negligent acts, errors or omissions of Agency, its officers or employees.

Initials: _____

Agency

County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

1. **Compliance with Law.** Contractor is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.
2. **Inspection.** Contractor's performance, place of business, and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.
3. **Records.** Contractor must keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.
 - a. **Retention of Records.** Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractor must make these records available to authorized representatives of the County, the State of California, and the United States Government.
 - b. **Access to Books and Records of Contractor, Subcontractor.** Pursuant to Section 1861 (v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of \$10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the expiration of four years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to the County, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.

This provision is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.

4. **Reporting Requirements.** Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds \$5,000.

Contractor

County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

5. Termination and Cancellation.

a. Written Notice. This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.

b. Failure to Perform. County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.

c. Cessation of Funding. Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.

6. Entire Agreement. This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.

7. Further Specifications for Operating Procedures. Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.

8. Modifications and Amendments.

a. General Amendments. In the event that the Payment Limit of this Contract is \$100,000 or less, this Contract may be modified or amended only by a written document executed by Contractor and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the Payment Limit of this Contract exceeds \$100,000, this Contract may be modified or amended only by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.

b. Minor Amendments. The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.

9. Disputes. Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.

Contractor

County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

10. Choice of Law and Personal Jurisdiction.

- a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.
- b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.

11. Conformance with Federal and State Regulations and Laws. Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.

12. No Waiver by County. Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is the County thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

13. Subcontract and Assignment. This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.

14. Independent Contractor Status. The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture, or association. Additionally, Contractor is not entitled to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate the Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.

15. Conflicts of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so employed by County within twelve months immediately preceding this Contract; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify,

Contractor

County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest.

16. **Confidentiality.** Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that:

- a. All applications and records concerning any individual made or kept by Contractor or any public officer or agency in connection with the administration of or relating to services provided under this Contract will be confidential, and will not be open to examination for any purpose not directly connected with the administration of such service.
- b. No person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.

17. **Nondiscriminatory Services.** Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none shall be used, in whole or in part, for religious worship.

18. **Indemnification.** Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.

19. **Insurance.** During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:

- a. **Commercial General Liability Insurance.** For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business

Contractor

County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. For all contracts where the total payment limit is greater than \$500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of \$1,000,000, and Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability, worker's compensation, and, if applicable, all professional liability insurance policies as required herein no later than the effective date of this Contract.

b. Workers' Compensation. Contractor must provide workers' compensation insurance coverage for its employees.

c. Certificate of Insurance. The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.

d. Additional Insurance Provisions. The insurance policies provided by Contractor must include a provision for thirty (30) days written notice to County before cancellation or material change of the above specified coverage.

20. Notices. All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.

21. Primacy of General Conditions. In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.

22. Nonrenewal. Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.

23. Possessory Interest. If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this

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Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.

24. **No Third-Party Beneficiaries.** Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.

25. **Copyrights and Rights in Data.** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. If any material is subject to copyright, County reserves the right to copyright, and Contractor agrees not to copyright such material. If the material is copyrighted, County reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so.

26. **Endorsements.** In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.

27. **Required Audit.** (A) If Contractor is funded by \$500,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Office of Management and Budget Circular A-133. (B) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year from any source, but such grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements. (C) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year; however, Contractor's records must be available for and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office (GAO), the pass-through entity and/or the County. If any such audit is required, Contractor must provide County with such audit. With respect to the audits specified in (A), (B) and (C) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.

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28. Authorization. Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.

29. No Implied Waiver. The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.

Contractor

County Dept.

West Contra Costa Unified School District
1108 Bissell Avenue
Richmond, California 94801
Office of the Superintendent

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education

Meeting Date: July 29, 2009

From: Wendell C. Greer
Associate Superintendent, K – Adult Operations

Agenda Item: F.5

Subject: Addition of Board Policy 5145.9 Students – Hate-Motivated Behavior

Background Information:

The district would like to adopt a policy to promote harmonious relationships that enable students to gain a true understanding of the civil rights and social responsibilities of people in our society. This policy will provide a definition of hate-motivated behavior, provide training and education for staff and students about the impact of exhibiting hate-motivated behavior and implement a course of disciplinary action for students demonstrating hate-motivated behavior in accordance with Board Policy and administrative regulations.

Recommendation: Recommend Approval

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____
Approved _____ Not Approved _____ Tabled _____

WCCUSD
Board Policy

BP 5145.9
Students

Hate-Motivated Behavior

The Governing Board affirms the right of every student to be protected from hate-motivated behavior. It is the intent of the Board to promote harmonious relationships that enable students to gain a true understanding of the civil rights and social responsibilities of people in our society. Hate Motivated Behavior means any intentional statements that harass, intimidate, or bully by way of any intentional written, verbal or electronic communication or physical act, including, but not limited to, one shown to be motivated by a student's cultural or perceived race, color, religion, national origin, ancestry or ethnicity, sex, sexual orientation, physical, mental, emotional, or learning disability, gender identity, pregnancy, material or parental status, or distinguishing personal characteristic, when the intentional written, verbal or physical act:

- a.) Physically harms a student or damages the student's property; or
- b.) Has the effect of substantially interfering with a student's education; or
- c.) Is so severe, persistent or pervasive that it creates an intimidating or threatening educational environment; or
- d.) Has the effect of substantially disrupting the orderly operation of the school (Education Code 200, 201)

Any student who feels that he/she is a victim of hate-motivated behavior shall immediately contact the principal or designee. If the student believes that the situation has not been remedied by the principal or designee, he/she may file a complaint in accordance with district complaint procedures. (Education Code 220)

Staff who receive notice of hate-motivated behavior or personally observe such behavior shall notify the principal, Superintendent or designee, and law enforcement, as appropriate. Students demonstrating hate-motivated behavior shall be subject to discipline in accordance with Board policy and administrative regulation. (Education Code 261)

In addition, the district shall provide counseling and appropriate anti bias training and diversity education for students about the impact of exhibiting hate-motivated behavior. The district shall also provide counseling, guidance and support, as necessary, to those students who are the victims of hate-motivated behavior. (Education Code 233.8)

The Superintendent or designee shall ensure that all staff receives appropriate training to recognize hate-motivated behavior and methods for handling such behavior in appropriate ways. (Education Code 35294.13)

The district shall provide age-appropriate instruction to help promote understanding of and respect for human rights. (Education Code 233.8)

At the beginning of each school year, students and staff shall receive a copy of the district's policy on hate-motivated behavior. (Education Code 234.3)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

48900.3 Suspension for hate violence

PENAL CODE

186.21 Street terrorism; legislative findings and declarations

422.6-422.86 Civil Rights

422.55-422.86 Hate crimes

628-628.1 School Crime Reporting

11410-11414 Terrorism

13023 Reports by law enforcement of crimes motivated by race, ethnicity, religion, sexual orientation or physical or mental disability

13519.6 Hate crimes, training courses and guidelines

UNITED STATES CODE, TITLE 18

245 Federally protected activities

Management Resources:

CSBA PUBLICATIONS

Protecting Our Schools: Governing Board Strategies to Combat School Violence, 1995

ALAMEDA OFFICE OF EDUCATION & CALIFORNIA DEPARTMENT OF
EDUCATION PUBLICATIONS

Hate-Motivated Behavior in Schools: Response Strategies for School Boards,
Administrators, Law Enforcement and Communities, 1997

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS & NATIONAL
ASSOCIATION OF ATTORNEYS GENERAL PUBLICATIONS

Protecting Students from Harassment and Hate Crime: A Guide for Schools, 1999

WEB SITES

CDE: <http://www.cde.ca.gov>

California Association of Human Relations Organizations: <http://www.cahro.org>

United States Department of Education, Office of Civil Rights:
<http://www.ed.gov/offices/OCR/index.html>

Policy WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
Adopted: [Enter Month, day and year] Richmond, California