

**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
November 4, 2009**

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
MEETING AGENDA
NOVEMBER 4, 2009**

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.net/board/APM_index.shtml

Any writings or documents that are public records and are provided to a majority of the governing board regarding an open session item on this agenda will be made available for public inspection in the District office located at 1108 Bissell Avenue, Richmond, CA 94801 during normal business hours. In addition, such writings and documents may be posted on the District's website as noted above.

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 **Board of Education's Open Session meeting will begin at 6:30 PM.** The Board will convene at **5:00 PM** in the Multi-Purpose Room to receive comments from anyone wishing to address the Board regarding closed session items (Exhibit A). The Board will then adjourn to closed session and reconvene in open session to address the regular agenda (Exhibits B-G) at 6:30 PM.

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

B. OPENING PROCEDURES

B.1 Pledge of Allegiance

B.2 Welcome and Meeting Procedures

B.3 Roll Call

B.4 Presentation of Student Board Representative Yaquelin Valencia, John F. Kennedy High School

Comment:

Student Board Representative Yaquelin Valencia will be representing John F. Kennedy High School at the Board of Education meeting on November 4, 2009. We would like to recognize and commend her participation.

Recommendation: For Information Only

Fiscal: None

B.5 Report/Ratification of Closed Session

* **B.6 Agenda Review and Adoption** (Public Comment)

* **B.7 Minutes:** October 21, 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 Acceptance of Donations**

Comment:

The District has received donations as summarized dated November 4, 2009. The estimated values for any non-cash donations are those provided by the donor.

Recommendation: Recommend Approval

Fiscal Impact: As noted per donations summary

***CI C.2 Approval of Fund-Raising Activities**

Comment:

The planned fund-raising events for the 2009-10 school year are summarized dated November 4, 2009.

Recommendation: Recommend Approval

Fiscal Impact: Additional revenue for schools

***CI C.3 Adoption of Resolution No. 49-0910 Replacement of Outdated Warrant**

Comment:

Government Code Section 29802(c) allows the governing board, by resolution, to order a replacement check be issued for a warrant that is stale dated. This resolution authorizes the issuance of a check to replace the outdated warrant for Maria Stela Da Silva. Staff recommends replacement of the stale dated warrants.

Recommendation: Recommend approval to replace the outdated warrants

Fiscal Impact: No impact

***CI C.4 Contracts with Employee Health and Welfare Providers**

Resolution No. 33-0910: School Supervisors Association (Active)

Resolution No. 34-0910: West Contra Costa County Administrators Association (Active)

Resolution No. 35-0910: Confidential Employees (Active)

Resolution No. 36-0910: Unrepresented Management (Active)

Resolution No. 37-0910: Public Employees Union, Local One (Active)

Resolution No. 38-0910: Board of Education Members (Active)

Comment:

The approval of these resolutions will fix the employer's contributions for medical benefits for active employees effective January 1, 2010.

Recommendation: Recommend Approval

Fiscal Impact: As noted on resolutions

***CI C.5 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.6 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.7 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 as noted.

Fiscal Impact: Total for this action: \$497,265. Funding sources as noted.

***CI C.8 Ratification and Approval of Negotiated Change Orders**

Comment:

Staff is seeking ratification of Change Orders on the following current District construction projects: Fairmont Modular Placement and Site Improvement and Helms New Campus. 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.

In addition to normal ratification, approval of the noted Change Order for the Verde Elementary Playground/Sitework project is required by the Board, with special findings as noted, because this is in excess of the Public Contract Code limit of 10% of the original contract value. In accordance with Public Contract Code 20118.4, the Board, by approving and ratifying these Change Orders, finds that it would have been futile to publicly bid the work in question because of the tight time frames to complete this work without affecting the operations of the District, and that the public is best served by having this work completed by the contractor on the project.

Recommendation: Ratify and approve negotiated Change Orders as noted.

Fiscal Impact: Total ratification and approval by this action: \$217,801.34.

***CI C.9 Richmond High School Surveillance Cameras System Award of Contract**

Comment:

The District has two major security-related facilities initiatives underway at Richmond High School: new/replacement fencing and gates and a surveillance camera system. The fencing and gates project has completed design and is awaiting final approval at the Division of State Architect.

The surveillance camera system was designed with input from site administrators and Safety Resource Officers from the Richmond Police Department. Maxut Engineering has provided completed plans and

specifications which include full interior and exterior coverage. In addition, the web-based system components will allow for remote access and event monitoring by the District and Richmond Police.

The District is conducting a public bid process for this project. Bids are due to be submitted on November 3, 2009. Staff will bring a recommendation for authorization to issue Notice of Award at the Board meeting of November 4, 2009.

This item is being presented prior to the expiration of the five working day Bid Protest period. In consideration of this timing, and in order to expedite the project, the Board's action will be to authorize staff to issue the Notice of Award effective at the end of the Bid Protest period to the lowest responsive, responsible bidder. This award by staff will then be brought back for ratification at a future meeting.

Recommendation: Authorize staff to issue Notice of Award upon successful completion of the Bid Protest period to the lowest responsive, responsible bidder.

Fiscal Impact: Total for this action: \$_____. Funded by the Measure J Bond.

***CI C.10 Resolution No. 48-0910: Recognizing Contributions of Veterans to the Country**

Comment:

Resolution No. 48-0910 acknowledges the contributions of our veterans and encourages all citizens, staff, faculty, students and families to participate in the celebration of Veterans' Day.

Recommendation: Recommend Adoption of Resolution

Fiscal Impact: None

***CI C.11 Resolution No. 47-0910: American Education Week – November 15-21, 2009**

Comment:

American Education Week was established in 1921 to increase public understanding and appreciation of America's schools, to encourage parents and non-parents to visit schools, to build civic and community pride and support education.

Co-sponsors of American Education Week include the National Parent Teacher Association, the United States Department of Education, the National School Board Association, the National Education Association, the American Federation of Teachers, the American Association of School Administrators, and the American Legion.

Recommendation: Recommend 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	

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 Recommendation from Safety Subcommittee for Board Consideration**

Comment:

At the Safety Subcommittee on October 28, 2009, Committee members Tony Thurmond and Charles Ramsey agreed to bring the following recommendations to the full Board for consideration:

1. Bring the programs and services from Community Violence Solutions to the WCCUSD High Schools through the Health Centers in each school and explore the possibility of expanding those programs and services to middle and elementary schools. Community Violence Solutions provides programs at no cost to the District.

2. Review non-general fund budgets and explore ways to identify resources to expand the partnership with Bay Area Peace Keeper so that the services from that group can be expanded in WCCUSD high schools. Funding source and cost unknown.
3. Enlist local legislators in an effort to accelerate the approval process at the Division of State Architect so that the planned fencing of Richmond High School can proceed as quickly as possible.
4. District staff will complete a report regarding the sexual assault of a student on October 24, 2009 at Richmond High that includes an analysis of the conditions at the school and the supervision at the Homecoming Dance and contains recommendations for enhanced procedures and potential costs to improve safety conditions. The plan would be developed in a way so as not to interfere with the ongoing police investigation or the successful prosecution of the perpetrators. Costs and timeline to be determined.
5. Allow Neighborhood Councils, after training and under the supervision of the Richmond Police Department, to patrol campuses and report findings to the Richmond Police Department and the school principals.
6. District staff in conjunctions with employees groups and other stakeholders will develop a comprehensive safety plan that would coordinate the elements from the California Department of Education “Safe Schools Planning” list that are already in place with those that need to be developed to include: Comprehensive School Safety Plan, Assessment of School Safety, Discipline Policies and Practices, Funding, Professional Development Activities, Counseling and Guidance Services, Collaborative Relationships, Safe School Programs and Strategies and Campus Security. Cost and timeline to be determined.
7. Refer to the Academic Subcommittee a recommendation to develop and implement a district-wide K-12 program to promote civility, respect and other character traits. The Academic Subcommittee would create a process to include schools and community in determining the content and implementation in the schools with costs and timeline to be determined.
8. Refer to the Facilities Subcommittee the consideration of providing additional lighting at school campuses.
9. Invite the City Council members from the five cities in West Contra Costa, along with representatives from the County and Legislature, to meet to discuss safety enhancement efforts throughout West County.

Recommendation: That the Board consider the Safety Committee recommendations.

Comment: Unknown

* **F.2 Resolution No. 46-0910: Measure “J” Series “D” Bond Issuance**

Comment:

The District received an allocation in the amount of \$25,000,000 at the lottery held by the California Department of Education on August 25, 2009 for Qualified School Construction Bonds. This Resolution authorized the issuance of up to \$30,000,000 of bonds approved by the District’s voters at the November 8, 2005 bond election. Pursuant to the Education Code, the bonds will be sold on behalf of the District by the County Treasurer and issued by the Board of Supervisors. The bonds will be sold through a negotiated sale with Piper Jaffray. The Resolution authorizes the staff to sell up to \$25,000,000 in Qualified School Construction Bonds under the American Reinvestment and Recovery Act of 2009 and to sell up to \$5,000,000 of the District’s general obligation bonds under the government code. The Bonds are tentatively scheduled to price on November 18, 2009, and funds will become available when the bonds are delivered, currently scheduled for December 3, 2009. The Resolution

requests the Board of Education to take the necessary actions, and approves the form of documents to be used in marketing and issuing the Bonds:

1. The Preliminary Official Statement, describing the security for and repayment provisions of the bonds and giving financial and operating information about the District;
2. The Continuing Disclosure Certificate;
3. The Bond Purchase Contract, among the District, County and underwriter;
4. The Paying Agent/Transfer Agent agreement.

The Resolution will enable the District to issue this series of bonds in an amount not to exceed \$30,000,000.

Recommendation: That the Board approve Resolution No. 46-0910 authorizing the issuance of not to exceed \$30,000,000 of the District's general obligation bonds. The bonds are being issued on behalf of the District by Contra Costa County.

Fiscal Impact: Up to \$30,000,000 Revenue for Bond Fund

* **F.3 Approval of Agreement with Local One (Part 2)**

Comment:

District and Local One Collective bargaining proposals were sunshined for the 2008-09 year. Tentative Agreement has been reached with representatives of Local One and was brought forward on October 21, 2009 for ratification by the Board. However, the Tentative Agreements regarding Article 16, Hiring Procedures, and Article 23, Reassignment, were inadvertently omitted from the packet. These provisions are now presented to the Board of Education for ratification.

School districts are required to publicly disclose the provisions of all collective bargaining agreements before they ratify an agreement. This ensures that the public is aware of the details associated with a tentative collective bargaining agreement before it becomes binding on the district

The Board will receive public comment on the proposed contract changes before the Board votes to ratify the Agreement.

We want to take this occasion to thank the representatives of both groups for their time and effort in reaching this accord.

Recommendation: Recommend that the Board of Education ratify the Tentative Agreements between the West Contra Costa Unified School District and Local One.

Fiscal Impact: None

* **F.4 Community Budget Advisory Committee Charter**

Comment:

The Charter of the Community Budget Advisory Committee was first adopted by the Board December 14, 2005, and later revised on June 20, 2007.

The Charter is currently revised to incorporate language to include oversight over the Measure D parcel tax passed in 2008 as required by the text of the measure. Additional changes are made to the charter to stagger the terms of members. The revised Charter document is attached, marked with additions and deletions.

Recommendation: Recommend Approval

Fiscal Impact: None

G. DISCUSSION ITEMS

*** G.1 Status Reports – Facilities Planning and Construction**

Comment:

The following are provided for review of Facilities Planning and Construction in the District's Bond Program and for information regarding individual projects:

- Engineering Officer's Report—Verbal Presentation
- Construction Status Reports—Current Construction Projects

Recommendation: For Information Only

Fiscal Impact: 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 – November 18, 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 (*).

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 **6:30 PM**.

EXHIBIT A

(Government Code Section 54954.5)

CLOSED SESSION AGENDA

November 4, 2009

1. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

2. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
[Government Code Section 54956.9(a)]

1. WCCUSD v. RDS Architects
2. 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

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)**

- a. Classified employee dismissal

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: November 4, 2009

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

WCG

Agenda Item: B.4

Subject: Presentation of Student Board Representative Yaquelin Valencia, John F. Kennedy High School

Background Information:

Student Board Representative Yaquelin Valencia will be representing John F. Kennedy High School at the Board of Education on November 4, 2009. We would like to recognize and commend her participation.

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
Minutes of the WCCUSD Board of Education
& Citizens' Bond Oversight Committee
Lovonya DeJean Middle School
3400 Macdonald Avenue
Richmond, CA 94805

*Minutes of the WCCUSD Board Of Education
October 21, 2009*

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, Tony Thurmond

Staff Present: Andre Bell, Senior Director Bond Finance; Pamala Blake, Director Adult and Alternative Education; Steve Collins, SELPA Director; Otilia Espinoza, Interpreter; Bill Fay, Associate Superintendent for Operations; 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; David Johnston, Director General Services; Nicole Joyner, Grant Writer; Josh Herrera, Electronics Technician; Joe Mayes, Maintenance Manager; Nia Rashidchi, Assistant Superintendent Educational Services; Vince Rhea, Executive Director; Jessica Romeo, Assistant Superintendent for Human Resources; Phyllis Rosen, Legal Secretary; Bill Savidge, Engineering Officer.

B.4 Presentation of Student Board Representative Ramiah Davis, Hercules High School

Ms. Davis was absent.

B.5 Report/Ratification of Closed Session

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

MOTION: Mr. Medrano moved to ratify approval of the expulsion of six (6) students, suspending those expulsions for placement within the West Contra Costa Unified School District. Ms. Kronenberg seconded. Ms. Kronenberg, Mr. Medrano, Mr. Ramsey and President Miles voted yes, with Mr. Thurmond abstaining as he was absent at Closed Session. Motion carried 4-0-1-0.

Superintendent Harter asked the Board to ratify the vote taken in Closed Session to approve the Superintendent's Goals for the school year 2009-2010 and extend his contract by one year.

MOTION: Mr. Medrano moved to ratify approval of the vote taken in Closed Session to approve the Superintendent's goals for the school year 2009-2010 and extend his contract by one year. 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 approval of the agenda tabling Item C.8 and moving Item F.1 to follow the Consent Calendar. 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.6 Board Minutes

MOTION: Mr. Ramsey moved approval of the minutes of October 7, 2009. 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 Acceptance of Donations

C.2 Approval of Fund-Raising Activities

C.3 Summary of Payroll and Vendor Warrant Reports

C.4 Notification of Claims Rejected

C.5 Notice of Completions: Bid J068173 Exterior Painting at DeAnza High School (Field House), Sheldon Elementary and Kennedy High School

C.6 Procurement Contracts for the School Year 2009-10

C.7 Disposal of Obsolete and Damaged District Personal Property for the School Year 2009-10

C.8 Contracts with Employee Health and Welfare Providers

This item was pulled.

C.9 Certificated Personnel Changes

C.10 NCLB Supplemental Educational Services (SES) Tutoring Contracts

C.11 Adoption of Resolution No. 32-0910: Grades K-12 Textbook and Instructional Materials Compliance for Fiscal Year 2009-2010

This item was pulled for discussion, following Item E.2.

C.12 Williams Lawsuit Complaints Quarterly Report

C.13 Ratification and Approval of Engineering Services Contracts

C.14 Ratification and Approval of Negotiated Change Orders

C.15 Approval of Contract for Furniture, Setup and Installation at Helms Middle School

MOTION: Mr. Ramsey moved approval of Consent Items C.1-C.7, C.9, C.10 and C.12-C.15. 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.

F.1 Approval of Agreement with Local One (Local One / AB1200 Public Disclosure of collective Bargaining Agreement with Local One)

Jessica Romeo presented the Tentative Agreement with the Local One Bargaining Unit and AB1200 public disclosure. Ms. Romeo expressed thanks to both Local One and District team members for providing this settlement agreement. She noted a second portion that addressed some language issues that was inadvertently left out and that will be brought back to the next meeting. She asked that the Board approve this tentative agreement this evening.

Public Comment: Robert Studdiford, Mike Wasilchin

Board Comment:

Mr. Thurmond said he wanted to publicly acknowledge the members of Local One for helping to move this forward and making difficult and tremendous sacrifices. He also thanked Local One for the spirit in which they made this choice.

Mr. Medrano thanked members of the Local One and District bargaining teams for their participation in this very difficult process for the betterment of our students and our District.

Mr. Ramsey thanked everyone and expressed appreciation for how hard everyone worked and for coming together in the best interest of students.

Ms. Kronenberg thanked Mr. Wasilchin for making the decisions made and said that the Board wants to work with him to make positions more efficient and obtain his input into how to do that so we can serve all children and families. President Miles also acknowledged the hard work and sacrifice made by members of Local One. She said the Board will work hard to continually find funding to help our employees and to help the District be a better district.

MOTION: Mr. Ramsey moved approval of the Agreement with Local One (Local One/AB1200 Public Disclosure of Collective Bargaining Agreement with Local One). 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.

D. AWARDS, RECOGNITIONS, AND REPORTS

D.1 Standing Reports

Academic Subcommittee. Ms. Rashidchi announced the next meeting on October 27, from 6:30 to 8:00 at Vista Hills. Ivy League Connection. Mr. Ramsey provided an update of activities, including the Princeton Information session at El Cerrito High School and the beginning of the next selection process.

Facilities Subcommittee. Mr. Medrano provided an overview of the Facilities Subcommittee meeting that was held on October 14. He announced the next meeting to be held November 10th at 4:00 PM at the FOC building.

Citizens Budget Advisory Committee. Ms. Kronenberg announced the next meeting will be held October 22 at 6:30 PM at Alvarado Adult School.

Safety Committee. Mr. Thurmond announced the next meeting on October 28 at Crespi Middle School.

D2. In Memory of Members of the School Community

Dr. Harter recognized the contributions of a member of the community who passed away.

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

Public Comment: Christina Slammon, Robert Brower

C.11 Adoption of Resolution No. 32-0910: Grades K-12 Textbook and Instructional Materials Compliance for Fiscal Year 2009-2010

Public Comment: Mark Tafolla Young of the Education Equity Project said the consent calendar was inappropriate for this item and that a public hearing is necessary because there was evidence of textbook insufficiency when this item was presented at the Board meeting of October 7.

Ms. Rashidchi clarified that since the October 7 meeting the District reached 100% sufficiency at the elementary, middle and high school levels and said that the resolution presented tonight reflects 100% sufficiency as of October 21, 2009. She said that starting next year the district will implement a suggestion made by Mr. Tafolla Young's firm to get a response back from every teacher even when all material has been received.

Board Comment:

President Miles asked for legal counsel regarding the issue of lack of a public hearing.

Ms. Rashidchi said that the public hearing held at the October 7 meeting met all requirements and that the Board could proceed with a vote tonight.

Mr. Ramsey asked for additional information from Ms. Romeo.

Ms. Romeo said she did not see a technical problem with going forward since everyone that came to address the issue had an opportunity to do so, and even though it was on the Consent calendar it was pulled and there was full discussion.

Mr. Thurmond said he appreciated that the speaker pulled the item. Mr. Thurmond suggested the Board ask Mr. Young if he had anything to add.

Ms. Romeo clarified it was at the President's discretion whether to ask additional questions of public speakers.

President Miles indicated that since this was a procedure issue that was rectified, she did not see any purpose in addressing the speaker.

MOTION: Mr. Ramsey moved approval of Adoption of Resolution No. 32-0910: Grades K-12 Textbook and Instructional Materials Compliance for Fiscal Year 2009-2010. 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.

Board Comment:

Mr. Ramsey spoke on behalf of completing Item F.2 prior to the CBOC meeting due to the young children in the audience from Coronado who wish to comment on this item.

MOTION: Mr. Ramsey moved to proceed with Item F.2 before commencing the CBOC meeting. Mr. Thurmond seconded. Ms. Kronenberg, Mr. Medrano, Mr. Ramsey, Mr. Thurmond and President Miles voted to proceed with Item F.2 before commencing the CBOC meeting, with no abstentions and no absences. Motion carried 5-0-0-0.

F.2 Coronado Site Master Plan and Architectural Services Contract

Mr. Fay said that this item was being presented to the Board for approval of the master plan and moving forward with design services, and that the report will be presented at the CBOC meeting.

Public Comment: Audra Williams, Isaac and Azriel Jones, Cecilia Sotelo, Billy Rubio, Jerry Lindsey

Board Comment:

Mr. Ramsey said he was glad to hear from the students in the community. He said this project represents equity and continuity from Point Richmond to 52nd Street with the same level of development. He thanked the Coronado community members for their vision, belief and never giving up.

Mr. Thurmond thanked the speakers and said he was proud of the entire Coronado community for setting an example of what is possible.

Mr. Medrano expressed thanks to the community, parents and students for organizing and also expressed thanks to the Board members for listening.

Ms. Kronenberg and President Miles expressed congratulations to everyone.

MOTION: Mr. Ramsey moved approval of the Coronado Site Master Plan and Architectural Services Contract. 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.

The Board recessed at 7:40 PM to begin the Citizens' Bond Oversight Committee.

The Board reconvened at 8:55 PM and continued the regular meeting of the Board of Education

F.3 Portola Middle School at the Castro Site Master Plan and Architectural Services Contract

Following the presentation of this item at the Citizen's Bond Oversight Committee meeting, President Miles opened the floor to public comment.

Public Comment: Charles Schwartz, Robert Brower, Joanna Pace, Christina Slamon, David Rossi, Sharon Farrell

Board Comment:

Mr. Fay commented on the threshold that needed to be met that would require a supplemental Environmental Impact Report (EIR). He said that the district consultants have advised the project has not reached that threshold.

Mr. Savidge spoke of the natural changes that occur any time a project moves from its initial concept through the development stages.

Mr. Ramsey commented on past school projects in the District and changes within the process. He spoke about the impact of the existing litigation and moving the project forward.

Mr. Medrano asked Mr. Fay about the concerns raised by the public speakers. Mr. Fay responded.

Mr. Medrano asked Mr. Savidge about water management. Mr. Savidge responded regarding standards for storm water management.

Ms. Kronenberg asked Mr. Savidge additional questions about the threshold and the decision to go forward.

Mr. Savidge said the issues critical to the project remain unchanged since inception.

Ms. Kronenberg asked whether the requirement of a supplemental EIR was triggered by major changes. Mr. Savidge responded.

Mr. Thurmond spoke about following CEQA guidelines as closely as possible. He asked about creating an opportunity for our citizen's to give feedback and input and ask the more complex questions while this project continues moving along its path.

Mr. Savidge commented on a recommendation within the settlement offer to plaintiffs for a neighborhood design advisory committee.

Mr. Thurmond suggested approving this item with the understanding there be opportunity for a committee to give input every step of the way.

Mr. Ramsey asked for further clarity about the committee.

Mr. Thurmond commented that nothing would change the way this project would get played out ultimately.

Mr. Ramsey said he could support Mr. Thurmond's motion as long as the committee is advisory and the Board remains the ultimate decision maker.

Superintendent Harter suggested making the formation of a neighborhood advisory committee part of the approval process because the actual formation of the neighborhood advisory is not part of this meeting's agenda. He said it could be added to the authorization to approve the master plan as a part of one of the conditions the Board might set in that approval.

Mr. Thurmond asked to let the record reflect the motion to be in the same spirit in which the Superintendent described.

Mr. Ramsey seconded Mr. Thurmond's motion.

MOTION: Mr. Thurmond moved approval of the Portola Middle School at the Castro Site Master Plan and Architectural Services Contract and to direct staff to form a neighborhood advisory committee as a component of the Portola project 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.

G. DISCUSSION ITEMS

None

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

I. COMMENTS OF THE BOARD OF EDUCATION AND SUPERINTENDENT

Mr. Medrano spoke of his participation with a visiting delegation of educators from China. He thanked everyone that came to the Ed. Fund dinner.

Ms. Kronenberg spoke about the upcoming Adult Education event October 23rd at 9:30 AM at the Alvarado Adult School to learn about the impact of cuts on Adult Education and the strategic plan put forward by the California Department of Education Adult Education Section.

Mr. Thurmond recommended future action by the Board to meet with the El Cerrito City Council regarding the relocation of Portola.

Superintendent Harter announced the Parents as Partners conference at 8:30 AM, Saturday, October 24 at DeJean Middle School and invited everyone to participate.

J. THE NEXT SCHEDULED BOARD OF EDUCATION MEETING

Lovonya DeJean Middle School – November 4, 2009

K. ADJOURNMENT

President Miles adjourned the meeting at 9:24 PM.

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

***Minutes of the Joint Meeting of The Board Of Education
and Citizens' Bond Oversight Committee
October 21, 2009***

A. OPENING PROCEDURES

A.1 Welcome and Meeting Procedures

President Sue Pricco called the meeting to order at 7:49 PM.

A.2 Roll Call

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

CBOC Members Present: Paul Gilbert-Snyder, Alex Gomez, Don Gosney, Jeannette Lambert, Leonard McNeil, Marcus Mitchell, Sue Pricco, Robert Studdiford, Cheryl Sudduth. (Nine members attending constituted a quorum.)

CBOC Members Absent: Anton Jungherr, Gigi Guizado de Nathan, Joe Eddy McDonald, Peter Murray, Robert Sewell

Staff Present: André Bell, Senior Director Bond Finance; Jackie Bassman, WLC; Linda Cohen, Principal Coronado Elementary School; Bill Fay, Associate Superintendent Operations; Ann Francisco, Senior Administrative Assistant; Bruce Harter, Superintendent, Marcus Hibser, HY Architects; Kevin McQuarrie, District Master Architect-WLC; Karim Nassab, SGI; Rafael Parra, SGI; Phyllis Rosen, Legal Secretary; Bill Savidge, Engineering Officer.

B. DISCUSSION ITEMS

Bond Program update

Superintendent Harter responded to a public inquiry clarifying the financing plans for all district bond issues.

Mr. Savidge presented an update on projects under construction, projects in design, facilities projects, Emergency Repair Projects (ERPs), program schedules, fund balances, program budget updates, an update on 2009 bond sales and Qualified School Construction Bonds (QSCBs), and ongoing financial challenges. He said that the Board has authorized an initial study for a future bond to renovate the remaining district sites. Mr. Savidge commented on the competitive bidding environment brought about by the economy. Mr. Ramsey provided additional information on funds that are being saved due to the competitive environment.

Responding to questions by Mr. McNeil, Mr. Savidge said that staff hopes to have the Helms move-in take place during the February break when students are on vacation. He said that the Capital Asset Management component of the Facilities Master Plan is being developed, and any project savings will be identified and brought before the Board for future project allocations.

Responding to a question by Ms. Pricco, Mr. Savidge said that schools dropped from previous bond measures due to lack of funding have not been added back on, except for Coronado. Mr. Ramsey provided additional clarification.

Mr. Thurmond inquired about future projects and scenarios for other types of funding. Ms. Pricco responded indicating she would bring back additional information at a future meeting. Mr. Ramsey provided additional comments regarding making changes to the standard.

B.1 Presentation of Coronado Site Master Plan

Mr. MacQuarrie presented the Coronado Master Plan. He said that of the two options presented to the school, Option 2 (all new construction) was favored for safety, security and design and that the School Site Committee voted unanimously for Option 2 on September 8th. He spoke about the burned-out multi-purpose room design and said the insurance funds released will go towards the building of a new multi-purpose room with new improved standards. The students will not have to be housed in portables during the construction of the new building, resulting in cost

savings. He added that the Board unanimously approved the Coronado Master Plan at tonight's Board meeting just prior to this CBOC meeting.

Coronado Principal Linda Cohen spoke about the school's involvement in the design process, saying that the greatest concern was for security. She spoke of the community being brought together and the plan for medical services to be provided for students.

B.2 Presentation of Portola Middle School at the Castro Site Master Plan

Public Comment:

Joanna Pace, PTA President at Portola, urged board approval of the design.

Robert Brower expressed concern over lack of a defined industrial shop classroom, comparing this design to the original project of 4/28/08.

Discussion:

Mr. Marcus Hibser of HY Architects presented the Portola Middle School at Castro Master Plan. He explained that the small acreage and sloping land presented a challenge. He discussed the issue of securing the school and allowing for community usage. Mr. Hibser said the multi-purpose room is being designed to host Portola's very robust performing arts program.

Mr. Medrano, Mr. Gosney and President Miles spoke of the importance of including shop in the plans, especially in this early design phase. A recommendation was made to the Board to give direction to staff to include defined industrial shop classes in the plans.

Mr. Gomez inquired about outreach programs being created in conjunction with the City of El Cerrito and about after school programs. Mr. Savidge said that staff will be seeking a partnership with the city or enterprises for the proposed community center, similar to El Cerrito High School and Helms, which will support both students and their families. Responding to Mr. McNeil's inquiry, Mr. Hibser said the adjacent park is owned by the district, is jointly used by the city, and will be accessible for school activities.

C. CBOC Membership

Mr. Medrano raised the possibility of reducing the number of regular CBOC meetings to four per year, in accordance with state law, and asked whether that has ever been considered in light of the difficulty obtaining and keeping members.

Ms. Pricco responded by saying that item was not on the agenda and indicated she would bring it back to the subcommittee to discuss at the next meeting.

Mr. Studdiford said he would strongly oppose only four meetings per year.

Ms. Pricco said that the membership subcommittee (comprised of Ms. Pricco, Mr. Jungherr and Mr. Gosney) has met regarding structure of the bond oversight and representational units. She said the subcommittee will bring back sometime in the next two months a recommendation for some adjustment to the administrative regulations and possibly to a structural change. She asked the Board to find and encourage and people to join the CBOC who will be committed members, indicating there are now 7 openings on the committee.

Ms. Sudduth suggested beginning the meetings later than 6:00 PM, to allow time for those working outside of the area. Ms. Pricco spoke of the limited ability to change meeting times.

Ms. Pricco announced the next CBOC meeting on December 2nd.

C. PUBLIC AND COMMITTEE COMMUNICATIONS

C.1 Public Comment – for items not on the agenda:

Mr. Brower spoke of his involvement with the Contra Costa Foundation to set up a \$1.4 million scholarship fund for occupations and trades. To help reach students in district high schools he suggested inviting Ms. Melissa Payne of SGI to give her pre-apprenticeship presentation to the Board and CBOC to support her efforts.

Mr. Ramsey thanked the Bond Oversight members for their willingness to serve and attend meetings and getting the word out making it easier to ask the voters for support.

D. ADJOURNMENT

The meeting was adjourned at 8:50 PM.

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: November 4, 2009

From: Sheri Gamba
Associate Superintendent Business Services

Agenda Item: CI C.1

Subject: Acceptance of Donations

Background Information: The District has received donations as summarized on the attached sheet dated November 4, 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>
PG & E Foundations/Craig Geldard	Field Trips	\$150.00	Downer
PG & E Foundations/Craig Geldard	Field Trips and Supplies	\$300.00	Downer
Bob & Joanne Cheyne	Copy Paper	\$54.85	Ellerhorst Elementary School Rms. 106 & 116
PG & E Foundations/Clayborn Madison	Supplies	\$125.04	Ford Elementary School
Good Shepherd UMW	Close-up Foundation- Going to Washington	\$100.00	J.F. Kennedy High School
Mr. Abbot Russell Foote	Close-up Foundation- Going to Washington	\$30.00	J.F. Kennedy High School
Ms. Ruth N. Guthartz	Close-up Foundation- Going to Washington	\$25.00	J.F. Kennedy High School
Ms. Martha Pearsall	Close-up Foundation- Going to Washington	\$100.00	J.F. Kennedy High School
Ms. Julie Vantilburg	Text Books	\$238.00	Pinole Valley High 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

Meeting Date: November 4, 2009

From: Sheri Gamba
Associate Superintendent Business Services

Agenda Item: CI C.2

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 November 4, 2009.

Recommendation: Recommend Approval

Fiscal Impact: Additional revenue for schools

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

West Contra Costa Unified School District
 November 4, 2009 Board Meeting

APPROVAL OF FUND-RAISERS

<u>School</u>	<u>Fund-Raising Activity</u>	<u>Activity Sponsor</u>
El Cerrito High School	Continuation of Commemorative Brick Sale Haunted House	El Cerrito High School Parents and Friends of Graduating Students El Cerrito High School AA/BSU
Ellerhorst Elementary School	Spunkmeyer Cookie Dough Tubs See's Candy Holiday Gift Items	Ellerhorst PTA Ellerhorst PTA
Mira Vista Elementary School	Wrapping Paper Catalog Sales Fall Festival See's Candy Sales (November, January & March) Albany Bowl Fundraiser Scholastic Book Fair Spaghetti Dinner Speakeasy Movie Fundraiser Ice Cream Social Spring Sports-a-thon Craft Night Yearbook Sales	Mira Vista Student Body, Parents and Staff Mira Vista Student Body, Parents and Staff Mira Vista Student Body, Parents and Staff Mira Vista Student Body, Parents and Staff Mira Vista Student Body, Parents and Staff Mira Vista Student Body, Parents and Staff Mira Vista Student Body, Parents and Staff Mira Vista Student Body, Parents and Staff Mira Vista Student Body, Parents and Staff Mira Vista Student Body, Parents and Staff Mira Vista Student Body, Parents and Staff Mira Vista Student Body, Parents and Staff Mira Vista Student Body, Parents and Staff Mira Vista Student Body, Parents and Staff Mira Vista Student Body, Parents and Staff
Portola Middle School	Beef Jerky Sales	Oberto Jerky Co. and PE Dept. Staff

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: November 4, 2009

From: Sheri Gamba
Associate Superintendent Business Services

Agenda Item: CI c.3

Subject: Adoption of Resolution No. 49-0910 Replacement of Outdated Warrant

Background Information: Government Code Section 29802(c) allows the governing board, by resolution, to order a replacement check be issued for a warrant that is stale dated. This resolution authorizes the issuance of a check to replace the outdated warrant for Maria Stela Da Silva. Staff recommends replacement of the stale dated warrants.

Recommendation: Recommend approval to replace the outdated warrants

Fiscal Impact: No impact

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

BOARD OF EDUCATION
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 49-0910
REPLACEMENT OF OUTDATED WARRANT
November 4, 2009

WHEREAS Government Code Section 29802(c) allows the governing board, by resolution, to order that a replacement check be issued for a warrant that is stale dated,

BE IT RESOLVED, by the Board of Education of the West Contra Costa Unified School District, that we issue checks to replace the following stale dated checks:

Type:	Payroll Check
Payee:	Maria Stela Da Silva
Check No.:	514763
Amount:	\$641.06
Issue Date:	July 10, 2007

PASSED AND ADOPTED on the 4th day of November, 2009, at a regular meeting of the Board of Education by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

I hereby certify that the foregoing is a full, true and correct copy of a resolution passed at a meeting of the Board of Education, of the West Contra Costa Unified School District.

Bruce Harter
Secretary, Board of Education

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: November 4, 2009

From: Sheri Gamba
Associate Superintendent Business Services

Agenda Item: CI C.4

Subject: Contracts with Employee Health and Welfare Providers

- Resolution No. 33-0910: School Supervisors Association (Active)
- Resolution No. 34-0910: West Contra Costa County Administrators Association (Active)
- Resolution No. 35-0910: Confidential Employees (Active)
- Resolution No. 36-0910: Unrepresented Management (Active)
- Resolution No. 37-0910: Public Employees Union, Local One (Active)
- Resolution No. 38-0910: Board of Education Members (Active)

Background Information: The approval of these resolutions will fix the employer's contributions for medical benefits for active employees effective January 1, 2010.

Recommendation: Recommend Approval

Fiscal Impact: As noted on resolutions

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

**BOARD OF EDUCATION
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 33-0910
RESOLUTION FIXING THE EMPLOYER'S CONTRIBUTION UNDER THE
PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT
SCHOOL SUPERVISORS ASSOCIATION (ACTIVE)**

November 4, 2009

WHEREAS, Government Code Section 22892(a) provides that a contracting agency under the Public Employees' Medical and Hospital Care Act shall fix the amount of the employer's contribution at an amount not less than the amount required under Section 22892(b) of the Act, and

WHEREAS, West Contra Costa Unified School District hereinafter referred to as School Employer is contracting agency under the Act for participation by members of the School Supervisors Association now, therefore be it

RESOLVED, That effective January 1, 2010, the employer's contribution for each active and eligible employee shall be as follows and may include the enrollment of his/her eligible family members or dependents, in a health benefits plan or plans and shall be in an amount up to a monthly maximum as indicated in the chart below.

MEMBERS	Coverage Type	Cap Amount
Single	B	\$ 400.00
Two Party	B+B	\$ 755.00
Family	B+B+B	\$ 975.00
Single	SM	\$ 400.00
Two Party	SM+SM	\$ 755.00
Family	SM+SM+SM	\$ 975.00
Two Party	SM+B	\$ 755.00
Family	SM+B+B	\$ 975.00
Family	SM+SM+B	\$ 975.00
Two Party	B+SM	\$ 755.00
Family	B+SM+SM	\$ 975.00
Family	B+B+SM	\$ 975.00
B = Basic Coverage		
SM = Supplement to Medicare		

Adopted at a regular meeting of the Board of Education at Richmond, CA, on this 4th day of November, 2009.

Ayes: _____ Nays: _____ Abstentions: _____ Absent: _____

Signed: _____
Audrey Miles, President

Attest: _____
Bruce Harter, Secretary to the Board

**BOARD OF EDUCATION
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 34-0910
RESOLUTION FIXING THE EMPLOYER'S CONTRIBUTION UNDER THE
PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT
WEST CONTRA COSTA ADMINISTRATORS ASSOCIATION (ACTIVE)**

November 4, 2009

WHEREAS, Government Code Section 22892(a) provides that a contracting agency under the Public Employees' Medical and Hospital Care Act shall fix the amount of the employer's contribution at an amount not less than the amount required under Section 22892(b) of the Act, and

WHEREAS, West Contra Costa Unified School District hereinafter referred to as School Employer is contracting agency under the Act for participation by members of the West Contra Costa Administrators Association now, therefore be it

RESOLVED, That effective January 1, 2010, the employer's contribution for each active and eligible employee shall be as follows and may include the enrollment of his/her eligible family members or dependents, in a health benefits plan or plans and shall be in an amount up to a monthly maximum as indicated in the chart below.

MEMBERS	Coverage Type	Cap Amount
Single	B	\$ 400.00
Two Party	B+B	\$ 755.00
Family	B+B+B	\$ 975.00
Single	SM	\$ 400.00
Two Party	SM+SM	\$ 755.00
Family	SM+SM+SM	\$ 975.00
Two Party	SM+B	\$ 755.00
Family	SM+B+B	\$ 975.00
Family	SM+SM+B	\$ 975.00
Two Party	B+SM	\$ 755.00
Family	B+SM+SM	\$ 975.00
Family	B+B+SM	\$ 975.00
B = Basic Coverage		
SM = Supplement to Medicare		

Adopted at a regular meeting of the Board of Education at Richmond, CA, on this 4th day of November, 2009.

Ayes: _____ Nays: _____ Abstentions: _____ Absent: _____

Signed: _____
Audrey Miles, President

Attest: _____
Bruce Harter, Secretary to the Board

**BOARD OF EDUCATION
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 35-0910
RESOLUTION FIXING THE EMPLOYER'S CONTRIBUTION UNDER THE
PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT
CONFIDENTIAL EMPLOYEES (ACTIVE)**

November 4, 2009

WHEREAS, Government Code Section 22892(a) provides that a contracting agency under the Public Employees' Medical and Hospital Care Act shall fix the amount of the employer's contribution at an amount not less than the amount required under Section 22892(b) of the Act, and

WHEREAS, West Contra Costa Unified School District hereinafter referred to as School Employer is contracting agency under the Act for participation by members of the Confidential Employees now, therefore be it

RESOLVED, That effective January 1, 2010, the employer's contribution for each active and eligible employee shall be as follows and may include the enrollment of his/her eligible family members or dependents, in a health benefits plan or plans and shall be in an amount up to a monthly maximum as indicated in the chart below.

MEMBERS	Coverage Type	Cap Amount
Single	B	\$ 400.00
Two Party	B+B	\$ 755.00
Family	B+B+B	\$975.00
Single	SM	\$ 400.00
Two Party	SM+SM	\$ 755.00
Family	SM+SM+SM	\$975.00
Two Party	SM+B	\$ 755.00
Family	SM+B+B	\$975.00
Family	SM+SM+B	\$ 975.00
Two Party	B+SM	\$ 755.00
Family	B+SM+SM	\$ 975.00
Family	B+B+SM	\$ 975.00
B = Basic Coverage		
SM = Supplement to Medicare		

Adopted at a regular meeting of the Board of Education at Richmond, CA, on this 4th day of November, 2009.

Ayes: _____ Nays: _____ Abstentions: _____ Absent: _____

Signed: _____
Audrey Miles, President

Attest: _____
Bruce Harter, Secretary to the Board

**BOARD OF EDUCATION
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 36-0910
RESOLUTION FIXING THE EMPLOYER'S CONTRIBUTION UNDER THE
PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT
UNREPRESENTED MANAGEMENT (ACTIVE)**

November 4, 2009

WHEREAS, Government Code Section 22892(a) provides that a contracting agency under the Public Employees' Medical and Hospital Care Act shall fix the amount of the employer's contribution at an amount not less than the amount required under Section 22892(b) of the Act, and

WHEREAS, West Contra Costa Unified School District hereinafter referred to as School Employer is contracting agency under the Act for participation by members of the Unrepresented Management now, therefore be it

RESOLVED, That effective January 1, 2010, the employer's contribution for each active and eligible employee shall be as follows and may include the enrollment of his/her eligible family members or dependents, in a health benefits plan or plans and shall be in an amount up to a monthly maximum as indicated in the chart below.

MEMBERS	Coverage Type	Cap Amount
Single	B	\$ 400.00
Two Party	B+B	\$ 755.00
Family	B+B+B	\$ 975.00
Single	SM	\$ 400.00
Two Party	SM+SM	\$ 755.00
Family	SM+SM+SM	\$ 975.00
Two Party	SM+B	\$ 755.00
Family	SM+B+B	\$ 975.00
Family	SM+SM+B	\$ 975.00
Two Party	B+SM	\$ 755.00
Family	B+SM+SM	\$ 975.00
Family	B+B+SM	\$ 975.00
B = Basic Coverage		
SM = Supplement to Medicare		

Adopted at a regular meeting of the Board of Education at Richmond, CA, on this 4th day of November, 2009.

Ayes: _____ Nays: _____ Abstentions: _____ Absent: _____

Signed: _____
Audrey Miles, President

Attest: _____
Bruce Harter, Secretary to the Board

**BOARD OF EDUCATION
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 37-0910
RESOLUTION FIXING THE EMPLOYER'S CONTRIBUTION UNDER THE
PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT
PUBLIC EMPLOYEES UNION, LOCAL ONE (ACTIVE)**

November 4, 2009

WHEREAS, Government Code Section 22892(a) provides that a contracting agency under the Public Employees' Medical and Hospital Care Act shall fix the amount of the employer's contribution at an amount not less than the amount required under Section 22892(b) of the Act, and

WHEREAS, West Contra Costa Unified School District hereinafter referred to as School Employer is contracting agency under the Act for participation by members of the Public Employees Union, Local One now, therefore be it

RESOLVED, That effective January 1, 2010, the employer's contribution for each active and eligible employee shall be as follows and may include the enrollment of his/her eligible family members or dependents, in a health benefits plan or plans and shall be in an amount up to a monthly maximum as indicated in the chart below.

MEMBERS	Coverage Type	Cap Amount
Single	B	\$ 373.00
Two Party	B+B	\$ 745.00
Family	B+B+B	\$ 969.00
Single	SM	\$ 373.00
Two Party	SM+SM	\$ 745.00
Family	SM+SM+SM	\$ 969.00
Two Party	SM+B	\$ 373.00
Family	SM+B+B	\$ 745.00
Family	SM+SM+B	\$ 969.00
Two Party	B+SM	\$ 373.00
Family	B+SM+SM	\$ 745.00
Family	B+B+SM	\$ 969.00
B = Basic Coverage		
SM = Supplement to Medicare		

Adopted at a regular meeting of the Board of Education at Richmond, CA, on this 4th day of November, 2009.

Ayes: _____ Nays: _____ Abstentions: _____ Absent: _____

Signed: _____
Audrey Miles, President

Attest: _____
Bruce Harter, Secretary to the Board

**BOARD OF EDUCATION
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 38-0910
RESOLUTION FIXING THE EMPLOYER'S CONTRIBUTION UNDER THE
PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT
BOARD OF EDUCATION MEMBERS (ACTIVE)**

November 4, 2009

WHEREAS, Government Code Section 22892(a) provides that a contracting agency under the Public Employees' Medical and Hospital Care Act shall fix the amount of the employer's contribution at an amount not less than the amount required under Section 22892(b) of the Act, and

WHEREAS, West Contra Costa Unified School District hereinafter referred to as School Employer is contracting agency under the Act for participation by active members of the Board of Education now, therefore be it

RESOLVED, That effective January 1, 2010, each Board Member shall elect participation in one of the employee groups within the District.

Adopted at a regular meeting of the Board of Education at Richmond, CA, on this 4th day of November, 2009.

Ayes: _____ Nays: _____ Abstentions: _____ Absent: _____

Signed: _____
Audrey Miles, President

Attest: _____
Bruce Harter, Secretary to the Board

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: November 4, 2009

From: Jessica R. Romeo,
Assistant Superintendent Human Resources

Agenda Item: CI. C.5

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 _____

**November 4, 2009
Certificated Personnel Changes**

	Site	Assignment
--	-------------	-------------------

Waivers

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

Love, Margaret	Omega	Study Skills
Nazar, Roland	Omega	Study Skills

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: November 4, 2009

From: Jessica R. Romeo,
Assistant Superintendent Human Resources

Agenda Item: CI C.6

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 _____

**November 4, 2009
Certificated Provisional Internship
Permit (PIP) Request(s)**

Action Taken

<u>PIP</u>	<u>SITE</u>	<u>ASSIGNMENT</u>
Strickland, Jason	Hercules MHS	PE

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:** November 4, 2009
From: Bill Fay **Agenda Item:** CI C.7
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: \$497,265. 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
Ford Elementary New Campus Measure J Bond	November 2009 thru January 2011	Kleinfelder	\$79,200	Geotechnical Engineer of Record Construction Phase Services
Crespi Jr. High Emergency Repair Program	November 2009 thru December 2009	Allan Buick and Bers	\$9,600	Waterproofing consulting regarding rot damage at roof.
Ohlone Elementary Reconstruction Measure J Bond	October 2009 thru January 2010	Powell & Partners/HMC Architects	\$55,600	Additional services to revise HVAC system per District request.
Stege Elementary Repairs Emergency Repair Program	November 2009 thru August 2010	HMR Architects	\$6,056	Architectural & Engineering Services for approved ERP projects at site.
Grant Elementary Repairs Emergency Repair Program	November 2009 thru August 2010	HMR Architects	\$29,399	Architectural & Engineering Services for approved ERP projects at site.
Richmond High School Repairs Emergency Repair Program	November 2009 thru August 2010	HMR Architects	\$305,510	Architectural & Engineering Services for approved ERP projects at site.
Kennedy High School Fire Alarm Measure J Bond	November 2009 thru February 2010	Powell & Partners/HMC Architects	\$11,900	Construction Administration. Separate bid package services.

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:** November 4, 2009
From: Bill Fay **Agenda Item:** CI C.8
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: Fairmont Modular Placement and Site Improvement and Helms New Campus. 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.

In addition to normal ratification, approval of the noted Change Order for the Verde Elementary Playground/Sitework project is required by the Board, with special findings as noted below, because this is in excess of the Public Contract Code limit of 10% of the original contract value. In accordance with Public Contract Code 20118.4, the Board, by approving and ratifying these Change Orders, finds that it would have been futile to publicly bid the work in question because of the tight time frames to complete this work without affecting the operations of the District, and that the public is best served by having this work completed by the contractor on the project.

Recommendation: Ratify and approve negotiated Change Orders as noted.

Fiscal Impact: Total ratification and approval by this action: \$217,801.34.

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

November 4, 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	Fairmont ES Modular Placement & Site Improven	W.R. Forde	\$433,000.00	\$0.00	\$41,456.16	\$0.00	\$41,456.16	9.57%	\$474,456.16	1
2	Verde Playground/Site Work	Bay Cities Paving & Grading	\$726,000.00	\$62,292.58	\$10,307.42	\$7,255.85	\$79,855.85	11.00%	\$805,855.85	4
3	Helms MS New Construction	West Bay Builders	\$50,890,000.00	\$1,520,710.60	\$158,781.91	\$0.00	\$1,679,492.51	3.30%	\$52,569,492.51	7

Pending Board Actions	Ratifications	\$210,545.49
	Approvals	\$7,255.85
	Total Board Action	\$217,801.34

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:** November 4, 2009
From: Bill Fay **Agenda Item:** CI C.9
Associate Superintendent for Operations
Subject: Richmond High School Surveillance Cameras System Award of Contract

Background Information:

The District has two major security-related facilities initiatives underway at Richmond High School: new/replacement fencing and gates and a surveillance camera system. The fencing and gates project has completed design and is awaiting final approval at the Division of State Architect.

The surveillance camera system was designed with input from site administrators and Safety Resource Officers from the Richmond Police Department. Maxut Engineering has provided completed plans and specifications which include full interior and exterior coverage. In addition, the web-based system components will allow for remote access and event monitoring by the District and Richmond Police.

The District is conducting a public bid process for this project. Bids are due to be submitted on November 3, 2009. Staff will bring a recommendation for authorization to issue Notice of Award at the Board meeting of November 4, 2009.

This item is being presented prior to the expiration of the five working day Bid Protest period. In consideration of this timing, and in order to expedite the project, the Board's action will be to authorize staff to issue the Notice of Award effective at the end of the Bid Protest period to the lowest responsive, responsible bidder. This award by staff will then be brought back for ratification at a future meeting.

Recommendation: Authorize staff to issue Notice of Award upon successful completion of the Bid Protest period to the lowest responsive, responsible bidder.

Fiscal Impact: Total for this action: \$_____. Funded by the Measure J Bond.

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:** November 4, 2009
From: Bill Fay **Agenda Item:** CI C.10
Associate Superintendent
Subject: Resolution No. 48-0910: Recognizing Contributions of Veterans to the Country

Background Information:

Resolution No. 48-0910 acknowledges the contributions of our veterans and encourages all citizens, staff, faculty, students and families to participate in the celebration of Veterans' Day.

Recommendation: Recommend adoption of resolution

Fiscal Impact: None

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

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

Resolution No. 48-0910

RECOGNIZING CONTRIBUTIONS OF VETERANS TO THE COUNTRY

WHEREAS, tens of millions of Americans have served in the Armed Forces of the United States during the past century; and

WHEREAS, hundreds of thousands of Americans have given their lives while serving in the Armed Forces during the past century;

WHEREAS, the willingness of our citizens to give freely and unselfishly of themselves, even their lives, in the defense of our democratic principles, gives this great Nation continued strength and vitality; and

WHEREAS, the contributions and sacrifices of the men and women who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by Americans; and

WHEREAS, on this special day, our hearts and thoughts also turn to those who were disabled while serving their country, their sacrifices and hardships endure, and daily earn additional honor and compassion of a grateful nation.

WHEREAS, Americans throughout this great nation set aside Veterans' Day for special remembrance of the men and women who have served to protect our freedom; and

NOW, THEREFORE, BE IT RESOLVED, that the President does recognize November 11, 2009, as Veterans' Day, and ask that on this day of honor, all citizens express their gratitude to our veterans; and

BE IT FURTHER RESOLVED, that the Governing Board of the West Contra Costa Unified School District does hereby support Veterans' Day, and encourages all citizens, staff, faculty, students and their families to participate in the celebration of Veterans' Day.

APPROVED, PASSED AND ADOPTED by the Governing Board of the West Contra Costa Unified School District on the fifth day of November, by the following vote:

AYES: _____ NOES: _____ ABSTENTIONS: _____

I DO 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 November 4, 2009.

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

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

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:** November 4, 2008

From: Nia Rashidchi **Agenda Item:** CI C.11
Assistant Superintendent, Educational Services

Subject: Resolution No. 47-0910: American Education Week – November 15-21, 2009

Background Information: American Education Week was established in 1921 to increase public understanding and appreciation of America's schools, to encourage parents and non-parents to visit schools, to build civic and community pride and support education.

Co-sponsors of American Education Week include the National Parent Teacher Association, the United States Department of Education, the National School Board Association, the National Education Association, the American Federation of Teachers, the American Association of School Administrators, and the American Legion.

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. 47-0910**

**American Education Week
November 15-21, 2009**

WHEREAS, public schools are the backbone of our democracy, providing young people with the tools they'll need to maintain our nation's precious values of freedom, civility, and equality; and

WHEREAS, schools are the primary influence in children's lives from their families; and

WHEREAS, by equipping young Americans with both practical skills and broader intellectual abilities, schools give them hope for, and access to, a productive future; and

WHEREAS, education employees – be they custodians or teachers, bus drivers or librarians – timelessly serve our children and communities with care and professionalism; and

WHEREAS, schools are community linchpins, bringing together adults and children, educators and volunteers, business leaders and elected officials in a common enterprise; and

NOW THEREFORE, BE IT RESOLVED, that the Board of Education and West Contra Costa Unified School District proclaims the week of November 15-21, 2009 as American Education Week as the 88th observance of American Education Week; and be it further

PASSED AND ADOPTED by the Board of Education of the West Contra Costa Unified School District on the fourth day of November 2009, by the following vote:

AYES _____ NOES _____ ABSENT _____ ABSTAIN _____

I HEREBY CERTIFY that the foregoing resolution was duly introduced, passed, and adopted by the Board of Education at a meeting held on November 4, 2009.

Bruce Harter
Secretary, Board of Education

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:** November 4, 2009
From: Bruce Harter **Agenda Item:** F.1
Superintendent
Subject: Recommendation from Safety Subcommittee for Board Consideration

Background Information:

At the Safety Subcommittee on October 28, 2009, Committee members Tony Thurmond and Charles Ramsey agreed to bring the following recommendations to the full Board for consideration:

1. Bring the programs and services from Community Violence Solutions to the WCCUSD High Schools through the Health Centers in each school and explore the possibility of expanding those programs and services to middle and elementary schools. Community Violence Solutions provides programs at no cost to the District.
2. Review non-general fund budgets and explore ways to identify resources to expand the partnership with Bay Area Peace Keeper so that the services from that group can be expanded in WCCUSD high schools. Funding source and cost unknown.
3. Enlist local legislators in an effort to accelerate the approval process at the Division of State Architect so that the planned fencing of Richmond High School can proceed as quickly as possible.
4. District staff will complete a report regarding the sexual assault of a student on October 24, 2009 at Richmond High that includes an analysis of the conditions at the school and the supervision at the Homecoming Dance and contains recommendations for enhanced procedures and potential costs to improve safety conditions. The plan would be developed in a way so as not to interfere with the ongoing police investigation or the successful prosecution of the perpetrators. Costs and timeline to be determined.
5. Allow Neighborhood Councils, after training and under the supervision of the Richmond Police Department, to patrol campuses and report findings to the Richmond Police Department and the school principals.
6. District staff in conjunctions with employees groups and other stakeholders will develop a comprehensive safety plan that would coordinate the elements from the California Department of Education "Safe Schools Planning" list that are already in place with those that need to be developed to include: Comprehensive School Safety Plan, Assessment of School Safety, Discipline Policies and Practices, Funding, Professional Development Activities, Counseling and Guidance Services, Collaborative Relationships, Safe School Programs and Strategies and Campus Security. Cost and timeline to be determined.
7. Refer to the Academic Subcommittee a recommendation to develop and implement a district-wide K-12 program to promote civility, respect and other character traits. The Academic Subcommittee would create a process to include schools and community in determining the content and implementation in the schools with costs and timeline to be determined.

8. Refer to the Facilities Subcommittee the consideration of providing additional lighting at school campuses.
9. Invite the City Council members from the five cities in West Contra Costa, along with representatives from the County and Legislature, to meet to discuss safety enhancement efforts throughout West County.

Recommendation:

That the Board consider the Safety Committee recommendations.

Fiscal Impact: Unknown

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:** November 4, 2009
From: Sheri Gamba **Agenda Item:** F.2
Associate Superintendent Business Services
Subject: Resolution 46-0910 Measure "J" Series "D" Bond Issuance

Background Information: The District received an allocation in the amount of \$25,000,000 at the lottery held by the California Department of Education on August 25, 2009 for Qualified School Construction Bonds. This Resolution authorized the issuance of up to \$30,000,000 of bonds approved by the District's voters at the November 8, 2005 bond election. Pursuant to the Education Code, the bonds will be sold on behalf of the District by the County Treasurer and issued by the Board of Supervisors. The bonds will be sold through a negotiated sale with Piper Jaffray. The Resolution authorizes the staff to sell up to \$25,000,000 in Qualified School Construction Bonds under the American Reinvestment and Recovery Act of 2009 and to sell up to \$5,000,000 of the District's general obligation bonds under the government code. The Bonds are tentatively scheduled to price on November 18, 2009, and funds will become available when the bonds are delivered, currently scheduled for December 3, 2009. The Resolution requests the Board of Education to take the necessary actions, and approves the form of documents to be used in marketing and issuing the Bonds:

1. The Preliminary Official Statement, describing the security for and repayment provisions of the bonds and giving financial and operating information about the District;
2. The Continuing Disclosure Certificate;
3. The Bond Purchase Contract, among the District, County and underwriter;
4. The Paying Agent/Transfer Agent agreement.

The Resolution will enable the District to issue this series of bonds in an amount not to exceed \$30,000,000.

Recommendation: That the Board approve Resolution 46-0910 authorizing the issuance of not to exceed \$30,000,000 of the District's general obligation bonds. The bonds are being issued on behalf of the District by Contra Costa County.

Fiscal Impact: Up to \$30,000,000 Revenue for Bond Fund

DISPOSITION BY BOARD OF EDUCATION

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

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 46-0910**

**A RESOLUTION OF THE BOARD OF EDUCATION OF THE WEST
CONTRA COSTA UNIFIED SCHOOL DISTRICT, CONTRA COSTA
COUNTY, CALIFORNIA, AUTHORIZING THE ISSUANCE OF WEST
CONTRA COSTA UNIFIED SCHOOL DISTRICT, CONTRA COSTA
COUNTY, CALIFORNIA GENERAL OBLIGATION BONDS, ELECTION OF
2005, SERIES D.**

WHEREAS, a duly called election was held in the West Contra Costa Unified School District (the “District”), Contra Costa County (the “County”), State of California, on November 8, 2005 (the “Election”) and thereafter canvassed pursuant to law;

WHEREAS, at such election there was submitted to and approved by the requisite 55% vote of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District for various purposes set forth in the ballot submitted to the voters, in the maximum amount of \$400,000,000, payable from the levy of an *ad valorem* tax against the taxable property in the District (the “Authorization”);

WHEREAS, on May 17, 2006, the Board of Supervisors of the County issued on behalf of the District \$70,000,000 aggregate principal amount of a first series of bonds under the Authorization styled as the “West Contra Costa Unified School District (Contra Costa County, California) General Obligation Bonds, Election of 2005, Series A” (the “Series A Bonds”);

WHEREAS, on July 15, 2008, the Board of Supervisors of the County issued on behalf of the District \$120,000,000 aggregate principal amount of a second series of bonds under the Authorization styled as the “West Contra Costa Unified School District (Contra Costa County, California) General Obligation Bonds, Election of 2005, Series B” (the “Series B Bonds”);

WHEREAS, on September 3, 2009, the Board of Supervisors of the County issued on behalf of the District \$52,084,759.30 aggregate principal amount of a third series of bonds under the Authorization styled as the “West Contra Costa Unified School District (Contra Costa County, California) 2009 General Obligation Bonds, Election of 2005, Series C-1” (the “Series C-1 Bonds”) and \$52,825,000 aggregate principal amount of a fourth series of bonds under the Authorization styled as the “West Contra Costa Unified School District (Contra Costa County, California) 2009 General Obligation Bonds, Election of 2005, Series C-2” (the “Series C-2 Bonds”);

WHEREAS, at this time this Board of Education (the “Board”) has determined that it is necessary and desirable to request the Board of Supervisors of the County to issue on behalf of the District one or more series of such bonds in an aggregate principal amount not-to-exceed \$30,000,000 to be styled as the “West Contra Costa Unified School District (Contra Costa County, California) General Obligation Bonds, Election of 2005, Series D,” or such other designation or designations as are specified in the Purchase Contract for the Bonds (defined below) (the “Bonds”);

WHEREAS, this Board desires to authorize the issuance of the Bonds in one or more series of taxable or tax-exempt bonds, and further as any combination of current interest bonds, capital appreciation bonds, or convertible capital appreciation bonds;

WHEREAS, the American Reinvestment and Recovery Act of 2009 (“ARRA”) grants a national allocation of \$11 billion to provide for the issuance of qualified school construction tax credit bonds (“QSC Bonds”) to provide financing for the construction, reconstruction and repair of public school facilities, in accordance with the qualified tax credit bond program found in Section 54A of the Internal Revenue Code of 1986, as amended (the “Code”),

WHEREAS, this Board has adopted a resolution authorizing District officials to submit an application requesting that a portion of said national allocation be granted to the District (the “District Allocation”);

WHEREAS, the District received a District Allocation in the amount of \$25,000,000 at the lottery held by the California Department of Education on August 25, 2009;

WHEREAS, this Board desires to authorize the issuance of all or a portion of the Bonds as QSC Bonds;

WHEREAS, this Board desires that the County Board issue the Bonds pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (commencing with Section 53506 *et seq.*) and that the County Board sell the Bonds on behalf of the District pursuant to Section 15140 and Section 15146 of the California Education Code;

WHEREAS, this Board desires to appoint certain professionals to provide services related to the issuance of the Bonds; and

WHEREAS, all acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of general obligation bonds of the District, and the indebtedness of the District, including this proposed issue of Bonds, is within all limits prescribed by law;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT AS FOLLOWS:

SECTION 1. Purpose; Authorization. The proceeds from the Bonds will be used to finance specific construction and modernization projects listed in the ballot for the Authorization. This Board hereby petitions the County Board to authorize the issuance of the Bonds and to order such Bonds sold at either a public offering or on a private placement and at a negotiated sale, such that the Bonds shall be dated as of a date to be determined by said County Board, shall bear interest at a rate not to exceed that authorized at the Election, and shall be payable upon such terms and provisions as shall be set forth in the Bonds, and shall be in an aggregate principal amount not-to-exceed \$30,000,000. This Board requests that the County Board issue the Bonds pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (commencing with Section 53506 *et seq.*) and that the County Board sell the Bonds on behalf of the District pursuant to Section 15140 and Section 15146 of the California Education Code.

This Board hereby authorizes the issuance of the Bonds as any combination of current interest bonds, capital appreciation bonds, and convertible capital appreciation bonds as set forth in the fully-executed Purchase Contract (defined herein), subject to the provisions of a resolution of the County Board relating to the Bonds (the “County Resolution”).

This Board further authorizes the issuance of a portion of the Bonds in an aggregate principal amount not-to-exceed \$25,000,000 as QSC Bonds.

SECTION 2. Paying Agent. This Board does hereby authorize the appointment of The Bank of New York Mellon Trust Company, N.A., as the authenticating agent, bond registrar, transfer agent and paying agent (collectively, the “Paying Agent”) for the Bonds. The District acknowledges that ongoing expenses and fees of the Paying Agent and all other fees and costs incurred in connection with the Bonds will be paid by the District.

SECTION 3. Tax Covenants.

(a) With respect to Bonds issued as tax-exempt bonds, the District hereby covenants with the holders of such Bonds that, notwithstanding any other provisions of this Resolution, it will (1) comply with all of the provisions of the County Resolution relating to the Rebate Fund (as defined therein) and perform all acts necessary to be performed by the District in connection therewith, and (2) make no use of the proceeds of the Bonds or of any other amounts, regardless of the source, or of any property or take any action, or refrain from taking any action, that would cause the Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code.

The District will not make any use of the proceeds of the Bonds or any other funds of the District, or take or omit to take any other action, that would cause the Bonds to be “private activity bonds” within the meaning of Section 141 of the Code or “federally guaranteed” within the meaning of Section 149(b) of the Code. To that end, so long as any Bonds are unpaid, the District, with respect to such proceeds and such other funds, will comply with all requirements of such Sections and all regulations of the United States Department of the Treasury issued thereunder and under Section 103 of the Internal Revenue Code of 1986, as amended, to the extent such requirements are, at the time, applicable and in effect.

The District will not use or permit the use of its facilities or any portion thereof by any person other than a governmental unit as such term is used in Section 141 of the Code, in such manner or to such extent as would result in the loss of exclusion from gross income for federal income tax purposes of the interest paid on the Bonds. In furtherance of the foregoing tax covenants of this Section 3(a), the District covenants that it will comply with the instructions and requirements of that certain Tax Certificate to be executed and delivered by the District on the date of issuance of such tax-exempt Bonds, which is incorporated herein as if fully set forth herein. These covenants shall survive the payment in full or defeasance of the Bonds.

(b) With respect to Bonds issued as QSC Bonds, the District covenants that it will comply with the instructions and requirements of that certain Tax Certificate to be executed and delivered by the District on the date of issuance of such QSC Bonds, as applicable.

SECTION 4. Legislative Determinations. This Board determines that all acts and conditions necessary to be performed by the Board or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds. This Board further finds and determines that as result of the issuance of the Bonds, the overall outstanding general obligation debt of the District will be amortized in a more level manner.

SECTION 5. Official Statement. The Preliminary Official Statement relating to the Bonds, substantially in the form on file with the Clerk of the Board, is hereby approved and the Superintendent of the District (the "Superintendent"), the Associate Superintendent for Business Services of the District (the "Associate Superintendent") and the Executive Director of Business Services of the District (the "Executive Director"), or a designated deputy thereof (each, an "Authorized Officer"), each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deliver such Preliminary Official Statement to the Underwriter appointed in Section 11 hereof to be used in connection with the offering and sale of the Bonds. The Authorized Officers each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deem the Preliminary Official Statement "final" pursuant to 15c2-12 of the Securities Exchange Act of 1934, prior to its distribution and to execute and deliver to the Underwriter, a final Official Statement substantially in the form of the Preliminary Official Statement, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve. The Underwriter is hereby authorized to distribute copies of the Preliminary Official Statement to persons who may be interested in the purchase of the Bonds and is directed to deliver copies of any final Official Statement to the purchasers of the Bonds. Execution of the Official Statement shall conclusively evidence the District's approval of the Official Statement.

SECTION 6. Purchase Contract. The form of the purchase contract for the Bonds (the "Purchase Contract") among the District, the County and the Underwriter on file with the Clerk of the Board is hereby approved. In connection with the sale of the Bonds, the Board authorizes the Authorized Officers, each alone, on behalf of the District, to execute and deliver to the Underwriter a Purchase Contract for the Bonds, with such terms and conditions as may be acceptable to such official; provided, however, that the interest rate on the Bonds shall not exceed that authorized at the Election, the underwriting discount (excluding original discount) shall not exceed 1.0% of the aggregate principal amount of the Bonds issued, and the aggregate principal amount of the Bonds shall not exceed \$30,000,000. The Board hereby approves the sale of the Bonds at a negotiated sale, which is determined to provide more flexibility in the timing of the sale, an ability to implement the sale in a shorter time period, an increased ability to structure the Bonds to fit the needs of particular purchasers, and a greater opportunity for the Underwriter to pre-market the Bonds to potential purchasers prior to the sale, all of which will contribute to the District's goal of achieving the lowest overall cost of funds. The Board estimates that the costs associated with the issuance of the Bonds, including compensation to the Underwriter and any such costs which the Underwriter agrees to pay pursuant to the Purchase Contract, will be as set forth in Exhibit A hereto.

SECTION 7. Paying Agent and Transfer Agent Agreement. The form of the Paying Agent and Transfer Agent Agreement for the QSC Bonds (the "QSC Bond Paying Agent Agreement") dated as of December 1, 2009 among the District, the Treasurer-Tax Collector of the County and the Paying Agent, on file with the Clerk of the Board is hereby approved and the Authorized Officers, each alone, are hereby authorized and directed to execute and deliver the QSC Bonds Paying Agent Agreement in its final form, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof.

SECTION 8. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of that certain Continuing Disclosure Certificate executed by the District and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof. Any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate

or specific performance by court order, to cause the District to comply with its obligations under this Section. Noncompliance with this Section shall not result in acceleration of the Bonds.

SECTION 9. Indemnification of the County. The District shall defend, indemnify and hold harmless, to the extent permitted by law, the County and its officers and employees (“Indemnified Parties”), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject because of action or inaction related to the adoption of this resolution, or related to the proceedings for sale, award, issuance and delivery of the Bonds in accordance herewith and with the County Resolution. The District shall also reimburse any such Indemnified Parties for any legal or other expenses incurred in connection with investigating or defending any such claims or actions.

SECTION 10. Authorized Actions. Officers of the Board and District officials and staff are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Bonds and otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

SECTION 11. Professional Services. The District hereby appoints Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California as Bond Counsel and Garcia Calderon Ruiz, LLP as Disclosure Counsel in connection with the issuance of the Bonds. The District also appoints Piper Jaffray & Co., San Francisco, California, as underwriter with respect to the Bonds (the “Underwriter”) and KNN Public Finance, Oakland, California, as Financial Advisor in connection with the issuance of the Bonds.

SECTION 11. Recitals. All the recitals in this Resolution above are true and correct and this Board so finds, determines and represents.

SECTION 14. Effective Date. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 4th day of November, 2009, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

BOARD OF EDUCATION OF THE WEST
CONTRA COSTA UNIFIED SCHOOL DISTRICT

By: _____
President, Board of Education

Attest:

By: _____
Secretary, Board of Education

EXHIBIT A

ESTIMATED COSTS OF ISSUANCE ASSOCIATED WITH THE BONDS

SECRETARY'S CERTIFICATE

I, _____, Secretary of the Board of Education of the West Contra Costa Unified School District, hereby certify as follows:

The foregoing 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 and legally held at the regular meeting place thereof on November 4, 2009, of which meeting all of the members of the Board of said District had due notice and at which a quorum was present.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office and the foregoing is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes.

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.

Dated: November 4, 2009

By: _____
Secretary

EXHIBITS:

EXHIBIT A ESTIMATED COSTS OF ISSUANCE

EXHIBIT B BOND PURCHASE CONTRACT

EXHIBIT C PAYING AGENT AGREEMENT

**EXHIBIT D PROPOSED FORM OF CONTINUING DISCLOSURE
CERTIFICATE**

EXHIBIT A

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
2009 Qualified School Construction Bonds
Costs Related to Bond Issuance

Costs of Issuance	Consultant	Total	Notes
Bond Counsel	Straddling Yocca & Rauth	\$ 50,000.00	Estimated
Bond Counsel Reimb.	Straddling Yocca & Rauth	\$ 5,000.00	Estimated
Disclosure Counsel	Garcia Calderon Ruiz	35,000.00	Estimated
Disclosure Counsel Reimb.	Garcia Calderon Ruiz	2,500.00	Estimated
Rating	Moody's Investor Service	15,600.00	Estimated
Rating	Standard & Poor's	13,000.00	Estimated
Rating	Fitch Ratings	15,000.00	Estimated
Financial Advisor	KNN Public Finance	80,000.00	Estimated
Financial Advisor Reimb.	KNN Public Finance	3,000.00	Estimated
Paying Agent	Bank of New York Mellon Trust	1,500.00	Estimated
Printing	Imagemaster	3,975.75	Estimated
Misc.		10,000.00	Estimated
Total Costs of Issuance		\$ 234,575.75	

EXHIBIT B

\$ _____
WEST CONTRA COSTA COUNTY UNIFIED SCHOOL DISTRICT
GENERAL OBLIGATION BONDS, ELECTION OF 2005, SERIES D-1
(Qualified School Construction Tax Credit Bonds)

\$ _____
WEST CONTRA COSTA COUNTY UNIFIED SCHOOL DISTRICT
GENERAL OBLIGATION BONDS, ELECTION OF 2005, SERIES D-2
(Tax-Exempt)

BOND PURCHASE CONTRACT

November __, 2009

Board of Supervisors
County of Contra Costa
Martinez, California

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

Ladies and Gentlemen:

The undersigned Piper Jaffray & Co., (the "Underwriter") offers to enter into this Bond Purchase Contract with the County of Contra Costa (the "County"), acting through its Treasurer-Tax Collector (the "County Treasurer"), and with the Board of Education of the West Contra Costa County Unified School District (the "District"), acting through its Associate Superintendent, Business Services. The offer made hereby is subject to acceptance by the County and the District by execution and delivery of this Bond Purchase Contract (the "Purchase Contract") to the Underwriter at or prior to 11:59 p.m., California time, on the date hereof, but it shall be irrevocable until such time as it is sooner accepted or rejected by the County and the District. Upon acceptance of this offer by the County and the District in accordance with the terms hereof, this Purchase Contract will be binding upon the County and the District and upon the Underwriter. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the County Resolution described in Section 2 hereof.

1. Purchase and Sale. Upon the terms and conditions and upon the basis of the representations, covenants and agreements hereinafter set forth, the Underwriter hereby agrees to purchase from the County for offering to the public, and the County hereby agrees, on behalf of the District, to sell to the Underwriter for such purpose, all (but not less than all) of (i) \$ _____ aggregate principal amount of the District's General Obligation Bonds, Election of 2005, Series D-1 (Qualified School Construction Tax Credit Bonds) (the "Series D-1 Bonds") and (ii) \$ _____ aggregate principal amount of the District's General Obligation Bonds, Election of 2005, Series D-2 (Tax-Exempt) (the "Series D-2 Bonds"). The Underwriter shall purchase the Series D-1 Bonds at a price of \$ _____ (consisting of the aggregate principal amount of such Bonds of \$ _____, [less underwriter's discount of \$ _____, less a bond insurance premium of \$ _____]). The Underwriter shall purchase the Series D-2 Bonds at a price of \$ _____ (consisting of the aggregate principal amount of such Bonds of \$ _____, plus original issue premium of \$ _____, less underwriter's discount of \$ _____, less a bond insurance premium of \$ _____).

and less \$_____ of original issue premium to be retained by the Underwriter to pay costs of issuance, as provided in Section 10 hereof).

2. The Bonds. The Bonds shall be issued pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, and in accordance with Resolution No. ___-_____ of the Board of Education of the District, adopted on November 4, 2009 (the "District Resolution"), and a Resolution No. 2009-_____ of the Board of Supervisors of the County, adopted on November __, 2009 (the "County Resolution"). The Bonds shall conform in all respects to the terms and provisions set forth in the County Resolution, and, with respect to the Series D-1 Bonds, in the Paying Agent Agreement, dated as of September 1, 2009, by and among the District, the County and The Bank of New York Mellon Trust Company, N.A., as paying agent (the "Paying Agent Agreement"), and in this Purchase Contract, including in Exhibit A hereto.

The Series D-1 Bonds are being issued as "qualified school construction bonds" as defined in Section 54F of the Internal Revenue Code of 1986, as amended (the "Code") and are comprised of a principal component (the "Principal Component")[, including interest thereon,] and tax credit components (the "Tax Credit Components") evidenced by the Tax Credit Certificates associated with each Tax Credit Bond (the "Tax Credit Certificates"). The Series D-1 Bonds shall be dated the date of their delivery, and shall mature on August 1 in each of the year, in the principal amount, with the Tax Credit Rate, [and shall bear taxable interest at the rate], all as set forth in Exhibit A, which is incorporated herein by this reference. [Interest on the current interest Series D-1 Bonds shall be payable on February 1 and August 1 of each year, commencing February 1, 2010.]

The Series D-2 Bonds shall be issued in the Principal or Denominational Amounts, shall bear or accrete interest at the rates, shall mature in the years and shall be subject to redemption all as set forth in Exhibit A hereto. The Current Interest Bonds shall be dated the date of delivery thereof and shall be payable as to interest on each February 1 and August 1, commencing February 1, 2010. The Capital Appreciation Bonds shall accrete interest from the date of delivery thereof, compounded semiannually on February 1 and August 1, commencing on February 1, 2010, and shall be paid at maturity as shown in Exhibit A hereto.

The payment of principal of and interest (but not any prepayment premium) on the Bonds will be secured by a municipal bond insurance policy (the "Insurance Policy") to be issued simultaneously with the issuance of the Bonds by _____ ("Insurer").

The Bonds shall otherwise be as described in the Official Statement of the District with respect to the Bonds, dated November __, 2009 (the "Official Statement").

The Bonds shall be in full book-entry form. One fully registered certificate for each maturity of the Bonds which are current interest bonds and one fully registered certificate for each maturity of the Bonds which are capital appreciation bonds and convertible capital appreciation bonds will be prepared and delivered as described in Section 9 hereof, registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, NY ("DTC"), and will be made available to the Underwriter for inspection at such place as may be mutually agreed to by the Underwriter and the District, not less than one (1) business day prior to the Closing Date, as defined in Section 9 hereof. The Underwriter shall order CUSIP identification numbers and the District shall cause such CUSIP identification numbers to be printed on the Bonds, but neither the failure to print such number on any Bond nor any error with respect thereto in the Bonds or in the Official Statement

shall constitute cause for a failure or refusal by the Underwriter to accept delivery of and pay for the Bonds in accordance with the terms of this Purchase Contract.

3. Offering. The Underwriter agrees to make a bona fide public offering of all the Bonds initially at the prices set forth in Exhibit A hereto. After such initial public offering, the Underwriter reserves the right to change such offering prices from time to time as it deems necessary. On or prior to the Closing Date, the Underwriter shall provide the District with information regarding the prices at which a representative portion of each maturity of the Bonds was sold to the public, in such form as the District and Bond Counsel may reasonably request, for purposes of determining the yield on the Bonds.

The County hereby ratifies, approves, and confirms the distribution of this Purchase Contract and the County Resolution and the Paying Agent Agreement, and the District hereby ratifies, approves, and confirms the distribution of this Purchase Contract and the Preliminary Official Statement of the District with respect to the Bonds, dated November __, 2009 (together with the appendices thereto, any documents incorporated therein by reference, and any supplements or amendments thereto, the "Preliminary Official Statement"), in connection with the public offering and sale of the Bonds by the Underwriter.

The Underwriter hereby represents that it has received and reviewed the Preliminary Official Statement, and agrees that it will provide, consistent with the requirements of Municipal Securities Rulemaking Board ("MSRB") Rule G-32, for the delivery of a copy of the Official Statement to each customer who purchases any Bonds during the underwriting period (as such term is defined in MSRB Rule G-11), and to deliver a copy of the Official Statement to a national repository on or before the Closing Date, and otherwise to comply with all applicable statutes and regulations in connection with the offering and sale of the Bonds, including, without limitation, MSRB Rule G-32 and 17 CFR Section 240.15c2-12, promulgated by the Securities and Exchange Commission ("Rule 15c2-12").

The Underwriter hereby agrees that prior to the time the final Official Statement is available, the Underwriter will send to any potential purchaser of the Bonds, upon request, a copy of the most recent Preliminary Official Statement. Such Preliminary Official Statement shall be sent by first class mail (or other equally prompt means) not later than the first business day following the date upon which each such request is received.

The District will deliver to the Underwriter within seven (7) business days from the date hereof, so many copies of the Official Statement of the District with respect to the Bonds as the Underwriter shall reasonably request, signed by an authorized District representative, dated as of the date hereof, substantially in the form of the Preliminary Official Statement with such changes thereto as shall be approved by the Underwriter, which approval shall not be unreasonably withheld.

4. Representations and Agreements of the County. The County represents to and agrees with the Underwriter that, as of the date hereof and as of the Closing Date:

(a) The County is a political subdivision duly organized and validly existing under the Constitution and general laws of the State of California.

(b) The County is duly authorized and has full legal right, power and authority to issue, sell and deliver the Bonds on behalf of the District, pursuant to the direction of the District

contained in the District Resolution and the Paying Agent Agreement, and to provisions of the laws of the State of California.

(c) The County has full legal right, power and authority to enter into this Purchase Contract and the Paying Agent Agreement, to adopt the County Resolution and to observe and perform the covenants and agreements hereof and of the Paying Agent Agreement and the County Resolution to be observed and performed by the County.

(d) The County has duly adopted the County Resolution in accordance with the laws of the State; the County Resolution is in full force and effect and has not been amended, modified or rescinded and all representations of the County set forth in the County Resolution are true and correct on the date hereof; the County has duly authorized and approved the execution and delivery of the Bonds, the Paying Agent Agreement, and this Purchase Contract, and the observance and performance by the County through its officers and agents of its covenants and agreements contained in the Bonds, the Paying Agent Agreement, and this Purchase Contract required to have been observed or performed at or prior to the Closing Date; and the County has complied, and will at the Closing be in compliance in all respects, with the obligations in connection with the issuance of the Bonds on its part contained in this Purchase Contract, the Paying Agent Agreement, the County Resolution, and the Bonds.

(e) The Preliminary Official Statement as of its date does not, and the Official Statement as of its date will not, and if supplemented or amended, as of the date of any such supplement or amendment will not, solely with respect to the information contained therein describing the County's investment policy, current portfolio holdings, and valuation procedures (as they relate to funds of the District held by the County), contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

5. Representations and Agreements of the District. The District represents to and agrees with the Underwriter that, as of the date hereof and as of the Closing Date:

(a) The District is a school district duly organized and validly existing under the Constitution and general laws of the State of California.

(b) The District has full legal right, power and authority to enter into this Purchase Contract and the Paying Agent Agreement, to adopt the District Resolution, and to observe and perform the covenants and agreements of hereof, and of the the Paying Agent Agreement and the District Resolution to be observed and performed by the District.

(c) The District has duly adopted the District Resolution in accordance with the laws of the State; the District Resolution is in full force and effect and has not been amended, modified or rescinded, and all representations of the District set forth in the District Resolution are true and correct; the District has duly authorized and approved the execution and delivery of the Bonds, the Paying Agent Agreement, and this Purchase Contract, and the observance and performance by the District through its officers and agents of its covenants and agreements contained in the Bonds, the Paying Agent Agreement, and this Purchase Contract required to have been observed or performed at or prior to the Closing Date; and the District has complied, and will at the Closing be in compliance in all respects, with the obligations in connection with the issuance of the Bonds on its part contained in this Purchase Contract, the Paying Agent Agreement, the District Resolution, and the Bonds.

(d) The District represents to the Underwriter that the Preliminary Official Statement has been “deemed final” by the District as of its date within the meaning of paragraph (a)(2) of Rule 15c2-12, except for the omission of some or all of such information the omission of which is permitted under Rule 15c2-12.

(e) The Preliminary Official Statement as of its date does not, and the Official Statement as of its date will not, and if supplemented or amended, as of the date of any such supplement or amendment will not, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading; in each case excluding therefrom any information contained therein relating to DTC or its book-entry only system, information contained therein describing the County’s investment policy, current portfolio holdings, and valuation procedures (as they relate to funds of the District held by the County Treasurer-Tax Collector), information provided by the Underwriter concerning the reoffering of the Bonds and the information relating to the Insurer or the Insurance Policy to be issued thereby insuring payment on the [Bonds], as to all of which the District expresses no view. The District disclaims any obligation after the date of Closing to update the Preliminary Official Statement and the Official Statement.

(f) The District will undertake, pursuant to the District Resolution and a Continuing Disclosure Certificate, to provide certain annual financial information and notices of the occurrence of certain events, if material. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement.

(g) The District has, and has had, no financial advisory relationship with the Underwriter with respect to the Bonds, nor with any investment firm controlling, controlled by or under common control with the Underwriter.

6. Representations and Agreements of the Underwriter. The Underwriter represents to and agrees with the County and the District that, as of the date hereof and as of the Closing Date:

(a) The Underwriter is duly authorized to execute this Purchase Contract and to take any action under this Purchase Contract required to be taken by it.

(b) The Underwriter is in compliance with MSRB Rule G-37 with respect to the County and the District, and is not prohibited thereby from acting as underwriter with respect to securities of the District.

(c) The Underwriter has, and has had, no financial advisory relationship with the District or the County with respect to the Bonds, and no investment firm controlling, controlled by or under common control with the Underwriter has or has had any such financial advisory relationship.

(d) The Underwriter has reasonably determined that the District’s undertaking pursuant to Sections 5(f) and 7(a)(11) hereof to provide continuing disclosure with respect to the Bonds is sufficient to effect compliance with Rule 15c2-12.

7. Conditions to Closing. (a) At or before Closing, and contemporaneously with the acceptance of delivery of the Bonds, the District will provide to the Underwriter:

(1) a certificate, signed by an official of the District, confirming to the Underwriter that the Preliminary Official Statement as of its date did not, and the Official Statement as of its date and at the time of Closing did not and does not, to the best of the knowledge of said official, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading, and that there has been no material adverse change in the financial condition or affairs of the District which would make it unreasonable for the Underwriter of the Bonds to rely upon the Official Statement in connection with the resale of the Bonds, excluding in each case any information contained in the Official Statement relating to DTC or its book-entry only system, information contained therein describing the County's investment policy, current portfolio holdings, and valuation procedures (as they relate to funds of the District held by the County Treasurer-Tax Collector), information provided by the Underwriter concerning the reoffering of the Bonds and the information relating to the Insurer or the Insurance Policy to be issued thereby insuring payment on the [Bonds].

(2) a certificate, signed by an official of the County, confirming to the Underwriter that the Preliminary Official Statement as of its date did not, and the Official Statement as of its date and at the time of Closing did not and does not, to the best of the knowledge of said official, solely with respect to the information contained therein describing the County's investment policy, current portfolio holdings, and valuation procedures (as they relate to funds of the District held by the County), contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

(3) a certificate or certificates, signed by appropriate officials of the District or the County or both, confirming to the Underwriter that, as of the date of this Purchase Contract and at the time of Closing, to the best of the knowledge of said official or officials, there is no litigation pending concerning the validity of the Bonds, the legal existence of the District or the County, or the entitlement of the officers of the County who have signed the Bonds, or the entitlement of the officers of the District who have signed the various certificates and agreements of the District relating to the issuance and sale of Bonds, to their respective offices.

(4) a certificate or certificates, signed by an official of the District, confirming to the Underwriter that as of the Closing Date all of the representations of the District contained in this Purchase Contract are true, and that the District Resolution is in full force and effect and has not been amended, modified or rescinded.

(5) a certificate or certificates, signed by an official of the County, confirming to the Underwriter that as of the Closing Date all of the representations of the County contained in this Purchase Contract are true, and that the County Resolution is in full force and effect and has not been amended, modified or rescinded.

(6) the opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, Bond Counsel with respect to the issuance of the Bonds ("Bond Counsel"), addressed to the District, approving the validity of the Bonds, substantially in the form set forth as Appendix ___ to the Official Statement.

(7) a supplemental opinion of Bond Counsel dated the Closing Date and addressed to the Underwriter, to the effect that the statements contained in the Official Statement in the sections entitled “INTRODUCTION – Tax Matters,” “THE BONDS” (except under the headings “Investment of Bond Proceeds,” “Estimated Sources and Uses of Funds,” “Semiannual Debt Payments” and “Book-Entry Only System”), “TAX MATTERS,” and “APPENDIX __ – FORMS OF FINAL OPINION OF BOND COUNSEL,” excluding any material that may be treated as included under such captions by cross-reference, insofar as such statements expressly summarize certain provisions of the District Resolution, the County Resolution and the Paying Agent Agreement, and the form and content of the opinion of Bond Counsel, are accurate in all material respects.

(8) the opinion of Garcia Calderon Ruiz LLP, Disclosure Counsel with respect to the issuance of the Bonds (“Disclosure Counsel”) to the District, in form satisfactory to the District and the Underwriter, dated the date of Closing and addressed to the District and the Underwriter.

(9) the duly executed Tax Certificate of the District, dated the date of Closing, in form satisfactory to Bond Counsel.

(10) the receipt of the County Treasurer-Tax Collector confirming payment by the Underwriter of the Purchase Price of the Bonds.

(11) the Continuing Disclosure Certificate of the District, in substantially the form attached to the Preliminary Official Statement.

(12) the letters of Moody’s Investors Service and Standard & Poor’s Ratings Service to the effect that such rating agencies have rated the Bonds “__” and “__”, respectively (or such other equivalent rating as each such rating agencies may give) [based on the issuance of a municipal bond insurance policy with respect to the Bonds by the Insurer], and that each such rating has not been revoked or downgraded, and the letters of Moody’s Investors Service and Standard & Poor’s Ratings Service to the effect that such rating agencies have provided underlying ratings on the Bonds of “__” and “__”, respectively, which ratings are in full force and effect on the Closing Date.

(13) a certified copy of each of the adopted District Resolution and the adopted County Resolution.

(14) an executed copy of the Official Statement.

(15) an executed copy of this Purchase Contract.

(16) an executed copy of the Paying Agent Agreement, in form and substance satisfactory to the Underwriter.

(17) a certified copy of the municipal bond insurance policy issued by the Insurer with respect to the [Bonds], the tax certificate representations of the Insurer, and an opinion of counsel to the Insurer regarding the enforceability of such policy and the accuracy of the information contained in the Official Statement under the caption “Bond Insurance,” in form reasonably satisfactory to the District, Bond Counsel and the Representative.

(18) a certificate of the Insurer with respect to the Bonds, dated the Closing Date, signed by an authorized officer of said insurer, that (i) the information contained under the caption "BOND INSURANCE" in the Official Statement does not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and (ii) the specimen of the bond insurance policy contained in Appendix F to the Official Statement is a true and correct specimen of the policy being issued by said insurer of the Bonds.

(19) evidence that the District has received an allocation of Qualified School Construction Bond authority for calendar year 2009 pursuant to Section 54A of the Code in an amount at least equal to the principal amount of the Bonds.

(20) such additional legal opinions, certificates, proceedings, instruments, and other documents as Bond Counsel or the Underwriter may reasonably request in order to evidence compliance (A) by the District or the County with legal requirements, (B) the truth and accuracy, as of the time of Closing, of the representations of the District and the County contained herein and in the Paying Agent Agreement or of the Official Statement, and (C) the due performance or satisfaction by the District and the County at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by such parties.

(b) At or before Closing, and contemporaneously with the acceptance of delivery of the Bonds and the payment of the Purchase Price thereof, the Underwriter will provide to the District:

(1) the receipt of the Underwriter, in form satisfactory to the District and the County and signed by an authorized officer of the Underwriter, confirming delivery of the Bonds to the Underwriter and the satisfaction of all conditions and terms of this Purchase Contract by the District and the County, respectively, and confirming to the District and the County that as of the Closing Date all of the representations of the Underwriter contained in this Purchase Contract are true and correct in all material respects.

(2) the certification of the Underwriter, in form satisfactory to Bond Counsel, regarding the prices at which the Bonds have been reoffered to the public, as described in Section 3 hereof.

8. Termination. (a) By District or County. In the event of the District's failure to cause the Bonds to be delivered at the Closing, or inability of the District or the County to satisfy the conditions to the obligations of the Underwriter contained herein (unless waived by the Underwriter), or if the obligations of the Underwriter shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate.

(b) By Underwriter.

(1) Excused. The Underwriter may terminate this Purchase Contract, without any liability therefor, by notification to the District and the County if as of the Closing Date any of the following shall have had a material adverse effect on the marketability or market price of the Bonds, in the reasonable opinion of the Underwriter, upon consultation with the District and the County:

(A) There shall have occurred and be continuing the declaration of a general banking moratorium by any authority of the United States or the State of New York or the State of California;

(B) There shall be in force a general suspension of trading or other material restrictions not in force as of the date hereof on the New York Stock Exchange or other national securities exchange;

(C) Legislation shall have been enacted by the Congress of the United States, or passed by and still pending before either House of the Congress, or recommended or endorsed to the Congress for passage by the President of the United States, or favorably reported for passage to and still pending before either House of the Congress by any committee of such House to which such legislation has been referred for consideration, or a decision shall have been rendered by a court of the United States, or the United States Tax Court, with respect to federal taxation of interest received on securities of the general character of the Bonds (exclusive of the Build America Bonds), or legislation shall have been enacted by the State of California which renders interest on the Bonds not exempt from State of California personal income taxes;

(D) The formal declaration of war by Congress or a major escalation of military hostilities by order of the President of the United States, or the occurrence of any other declared national emergency that interrupts or causes disorder to the operation of the financial markets in the United States.

(E) Legislation shall have been enacted, or a decision of a court of the United States shall have been rendered or any action shall have been taken by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction in the subject matter which, in the opinion of Bond Counsel, has the effect of requiring the contemplated distribution of the Bonds to be registered under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, or the County Resolution or the Paying Agent Agreement to be qualified under the Trust Indenture Act of 1939, as amended; or

(F) The New York Stock Exchange or other national securities exchange, or any governmental authority, shall impose and there shall be in effect, as to the Bonds or obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charges to the net capital requirements of, underwriters.

(2) Unexcused. In the event the Underwriter shall fail (other than for a reason permitted by this Purchase Contract) to pay for the Bonds upon tender of the Bonds at the Closing, the Underwriter shall have no right in or to the Bonds.

9. Closing. At or before 9:00 a.m., California time, December __, 2009, or at such other date and time as shall have been mutually agreed upon by the County, the District, and the Underwriter (the "Closing Date"), the District will deliver or cause to be delivered to the Underwriter the Bonds in book-entry form duly executed by the County, together with the other documents described in Section 7(a) hereof; and the Underwriter will accept such delivery and pay the Purchase Price of the Bonds as set forth in Section 1 hereof in immediately available funds by federal funds

wire, in an aggregate amount equal to such Purchase Price, plus accrued interest, if any, on the Bonds from the date thereof to the date of such payment, and shall deliver to the District the other documents described in Section 7(b) hereof, as well as any other documents or certificates Bond Counsel shall reasonably require.

Payment for the delivery of the Bonds as described herein shall be made at the offices of The Bank of New York Mellon Trust Company, N.A. in San Francisco, California, or at such other place as shall have been mutually agreed upon by the County and the Underwriter. The Bonds will be delivered through the facilities of DTC in New York, New York, or at such other place as shall have been mutually agreed upon by the County, the District, and the Underwriter. All other documents to be delivered in connection with the delivery of the Bonds shall be delivered at the offices of Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California. Such payment and delivery is herein called the "Closing" and the date thereof the "Closing Date".

10. Expenses. (a) The Underwriter shall pay costs of issuance of the Bonds in an amount not to exceed \$_____, which may include any of the following: (i) the cost of the preparation and reproduction of the District Resolution and the County Resolution; (ii) the fees and disbursements of the District's financial advisor with respect to the Bonds; (iii) the fees and disbursements of Bond Counsel and Disclosure Counsel; (iv) the costs of the preparation, printing and delivery of the Bonds; (v) the costs of the preparation, printing and delivery of the Preliminary Official Statement, the Official Statement, and any amendment or supplement thereto in the quantity requested by the Underwriter in accordance herewith; (vi) initial rating fees of Standard & Poor's Ratings Service and Moody's Investors Service; and (vii) fees and expenses of the Paying Agent for the Bonds. The Underwriter shall also pay the premium of the municipal bond insurance policy for the [Bonds] directly to the bond insurer in the amount of \$_____. Any such costs or other District expenses in excess of the stated amounts shall be the responsibility of the District.

(b) All other costs and expenses incurred by the Underwriter as a result of or in connection with the purchase of the Bonds and their public offering and distribution shall be borne by the Underwriter, including, but not limited to (i) clearing house fees; (ii) DTC fees; (iii) CUSIP fees; (iv) fees required to be paid to the California Debt and Investment Advisory Commission ("CDIAC"); (v) fees required to be paid to The Securities Industry and Financial Markets Association (SIFMA); (vi) MSRB fees; (vii) costs or fees of qualifying the Bonds for offer and sale in various states chosen by the Underwriter and the costs or fees of preparing Blue Sky or legal investment memoranda to be used in connection therewith; and (viii) fees of any counsel to the Underwriter.

11. Notices. Any notice or other communication to be given under this Purchase Contract (other than the acceptance hereof as specified in the introductory paragraph hereof) may be given to by delivering the same in writing to any party at the respective addresses given below, or such other address as the District, the County or the Underwriter may designate by notice to the other parties.

To the District: West Contra Costa County Unified School District
1108 Bissel Avenue
Richmond, CA 94801
Attn: Associate Superintendent for Business Services

To the County: County of Contra Costa
625 Court Street, Room 100-102
Martinez, CA 94553
Attn: Treasurer-Tax Collector

To the Underwriter: Piper Jaffray & Co.
345 California Street, Suite 2400
San Francisco, CA 94104
Attn: Jeffrey A. Baratta

12. Governing Law. The validity, interpretation and performance of this Purchase Contract shall be governed by the laws of the State of California.

13. Parties in Interest. This Purchase Contract when accepted by the County and the District in writing as heretofore specified shall constitute the entire agreement among the County, the District, and the Underwriter, and is solely for the benefit of the County, the District, and the Underwriter (including the successors or assigns thereof). No other person shall acquire or have any rights hereunder or by virtue hereof. All representations and agreements in this Purchase Contract of each of the parties hereto shall remain operative and in full force and effect, regardless of (a) delivery of and payment for the Bonds hereunder, or (b) any termination of this Purchase Contract.

14. Headings. The headings of the paragraphs and sections of this Purchase Contract are inserted for convenience of reference only and shall not be deemed to be a part hereof.

15. Effectiveness. This Purchase Contract shall become effective upon the execution of the acceptance hereof by the Superintendent of the District or authorized delegate and by the County Treasurer-Tax Collector or authorized deputy, and shall be valid and enforceable at the time of such acceptance.

EXHIBIT B

16. Counterparts. This Purchase Contract may be executed in several counterparts, which together shall constitute one and the same instrument.

Respectfully submitted,

PIPER JAFFRAY & CO.,

By: _____
Authorized Officer

Accepted: November __, 2009

WEST CONTRA COSTA COUNTY UNIFIED
SCHOOL DISTRICT

Time: _____ p.m.

By: _____
Associate Superintendent, Business Services

Accepted: November __, 2009

COUNTY OF CONTRA COSTA

Time: _____ p.m.

By: _____
County Treasurer

EXHIBIT A

\$ _____
 WEST CONTRA COSTA COUNTY UNIFIED SCHOOL DISTRICT
 GENERAL OBLIGATION BONDS, ELECTION OF 2005, SERIES D-1
 (Qualified School Construction Tax Credit Bonds)

\$ _____
 WEST CONTRA COSTA COUNTY UNIFIED SCHOOL DISTRICT
 GENERAL OBLIGATION BONDS, ELECTION OF 2005, SERIES D-2
 (Tax-Exempt)

MATURITY SCHEDULE

\$ _____
 WEST CONTRA COSTA COUNTY UNIFIED SCHOOL DISTRICT
 GENERAL OBLIGATION BONDS, ELECTION OF 2005, SERIES D-1
 (Qualified School Construction Tax Credit Bonds)

<u>Maturity</u>	<u>Principal Amount</u>	<u>Tax Credit Rate</u>	<u>[Interest Rate]</u>
-----------------	-----------------------------	----------------------------	----------------------------

\$ _____
 WEST CONTRA COSTA COUNTY UNIFIED SCHOOL DISTRICT
 GENERAL OBLIGATION BONDS, ELECTION OF 2005, SERIES D-2
 (Tax-Exempt)

\$ _____ **Current Interest Serial Bonds**

<u>Maturity (August 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Maturity (August 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>
--------------------------------	-----------------------------	--------------------------	--------------	--------------------------------	-----------------------------	--------------------------	--------------

\$ _____ % **Current Interest Term Bonds due August 1, 20__** Yielding _____ %⁽¹⁾

\$ _____ **Capital Appreciation Bonds**

<u>Maturity</u>	<u>Denominational Amount</u>	<u>Accretion Rate</u>	<u>Reoffering Yield</u>	<u>Maturity Value</u>
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⁽¹⁾ Yield to call at par on August 1, 20__.

TERMS OF REDEMPTION

Series D-1 Bonds

The Series D-1 Bonds are not subject to optional or mandatory sinking fund redemption prior to their stated maturity.

The Series D-1 Bonds are subject to extraordinary mandatory redemption, in whole or in part, on _____ 15, 20__, or, in the event of an extension negotiated with the IRS, on or after _____ 16, 20__ and before _____ 15, 20__, in authorized denominations, and on a tax credit

redemption date, at a redemption price equal to the principal amount of the Series D-1 Bonds called for redemption, in an amount equal to the unexpended proceeds of the sale of the Series D-1 Bonds held by the District, but only to the extent that the District fails to expend all of the proceeds of the Series D-1 Bonds within three years of issuance thereof and no extension of the period for expenditure has been granted by the IRS.

Upon a Determination of Loss of Qualified School Construction Bond Status (as defined below) the Series D-1 Bonds are subject to extraordinary mandatory redemption prior to their fixed maturity date, in whole, on the date designated by the District, which date shall be a date on or prior to the January 15 following the next succeeding August 1 after a Determination of Loss of Qualified School Construction Bond Status, at a redemption price equal to (i) the principal amount of the Series D-1 Bonds to be redeemed, plus, (ii) if the Redemption Premium is a positive number, the Redemption Premium, plus (iii) accrued interest on (i) (calculated at the Tax Credit Rate) from the last Tax Credit Date immediately preceding the redemption date to the date of redemption.

In addition, in the event that any Tax Credits previously recognized by Owners are determined to be ineligible as Tax Credits as a result of the loss of status of the Series D-1 Bonds as Qualified School Construction Bonds under the Code, the redemption price shall include an additional amount equal to the amount of such Tax Credits, plus interest thereon from the date of such Tax Credits to the date of redemption, at a rate equal to the large corporate underpayment rate determined from time to time by the Internal Revenue Service. The registration books maintained by the Paying Agent shall be utilized to determine the Owners which are entitled to payment of the amounts described in this paragraph.

In the event that the ownership of the Tax Credit Certificates affixed to the Series D-1 Bonds has been separated from the ownership of the Series D-1 Bonds and registered separately, the Tax Credit Strips related to the redeemed Principal Strips will be called for redemption in the same manner as the Series D-1 Bonds pursuant to the foregoing, and the redemption price therefor will be allocated to the Principal Strips and the Tax Credit Strips in the proportions and values set forth in the [Table Of Redemption Values] attached to the Series D-1 Bonds.

The term "Date of Loss of Qualified School Construction Bond Status" means the date specified in a Determination of Loss of Qualified School Construction Bond Status as the date from and after which the Series D-1 Bonds lost their status, or failed to qualify, as Qualified School Construction Bonds as a result of an Accountable Event of Loss of Qualified School Construction Bond Status, which date could be as early as the date of issuance of the Series D-1 Bonds.

The term "Determination of Loss of Qualified School Construction Bond Status" means (a) a final determination by the IRS (after the District has exhausted all administrative appeal remedies) determining that an Accountable Event of Loss of Qualified School Construction Bond Status has occurred and specifying the Date of Loss of Qualified School Construction Bond Status, or (b) a non-appealable holding by a court of competent jurisdiction holding that an Accountable Event of Loss of Qualified School Construction Bond Status has occurred and specifying the Date of Loss of Qualified School Construction Bond Status.

The term "Accountable Event of Loss of Qualified School Construction Bond Status" means (a) any act or any failure to act on the part of the District or the County, which act or failure to act is a breach of a covenant or agreement of the District or the County contained in the District Resolution, the County Resolution, the Paying Agent Agreement, the Tax Certificate respecting the

issuance of the Series D-1 Bonds, or the Series D-1 Bonds and which act or failure to act causes the Series D-1 Bonds to lose their status, or fail to qualify, as Qualified School Construction Bonds, or (b) the making by the District or the County of any representation contained in the District Resolution, the County Resolution, the Paying Agent Agreement, the Tax Certificate or the Series D-1 Bonds, which representation was untrue when made and the untruth of which representation at such time causes the Series D-1 Bonds to lose their status, or fail to qualify, as Qualified School Construction Bonds under the Code.

“Redemption Premium” means, as calculated by the District (or, at the District’s option, its Designated Investment Banker), the the greater of (x) zero and (y)(a) the sum of the present values of the remaining scheduled payments of principal of and Tax Credits related to the Series D-1 Bonds to be so redeemed (exclusive of interest accrued to the date of redemption) discounted to the date of redemption on a semiannual basis (assuming a 360-day year consisting of 12 months of 30 days each) at a rate per annum equal to the Treasury Rate, minus (b) the principal amount of the Series D-1 Bonds to be so redeemed.

For the purpose of determining the Treasury Rate, the following definitions apply:

“Treasury Rate” means the rate per annum, expressed as a percentage of the principal amount, equal to the semiannual equivalent yield to maturity or interpolated maturity of the Comparable Treasury Issue, assuming that the Comparable Treasury Issue is purchased on the redemption date for a price equal to the Comparable Treasury Price, as calculated by the Designated Investment Banker.

“Comparable Treasury Issue” means the U.S. Treasury security or securities selected by the Designated Investment Banker which has an actual or interpolated maturity comparable to the remaining average life, as of the redemption date, of the Series D-1 Bonds to be redeemed, and that would be utilized in accordance with customary financial practice in pricing new issues of debt securities of comparable maturity to the remaining average life, as of the redemption date, of the Series D-1 Bond to be redeemed.

“Comparable Treasury Price” means (a) if the Designated Investment Banker receives at least four Reference Treasury Dealer Quotations, the average of such quotations for the date on which such Series D-1 Bonds are to be redeemed, after excluding the highest and lowest Reference Treasury Dealer Quotations, or (b) if the Designated Investment Banker obtains fewer than four Reference Treasury Dealer Quotations, the average of all such quotations.

“Designated Investment Banker” means one of the Reference Treasury Dealers designated by the District.

“Reference Treasury Dealer” means the original Underwriter of the Series D-1 Bonds, its successors and other firms, as specified by the District from time to time, that are primary U.S. government securities dealers in the City of New York, New York; provided, however, that if any such firm ceases to be such a primary treasury dealer, the District will substitute another primary treasury dealer for such firm.

“Reference Treasury Dealer Quotations” means, with respect to each Reference Treasury Dealer, the average, as determined by the Designated Investment Banker, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Designated Investment Banker by such Reference Treasury Dealer at 3:30

p.m., New York City time, on the third business day preceding the date on which such Series D-1 Bonds are to be redeemed.

Series D-2 Bonds

Optional Redemption. The Series D-2 Current Interest Bonds maturing on or before August 1, 20__ are not subject to redemption prior to their fixed maturity dates. The Series D-2 Current Interest Bonds maturing on or after August 1, 20__ may be redeemed prior to their respective stated maturity dates at the option of the District, from any source of funds, on August 1, 20__ or on any date thereafter, as a whole or in part, at a redemption price equal to the principal amount of the Series D-2 Current Interest Bonds called for redemption, together with interest accrued thereon to the date fixed for redemption.

Mandatory Sinking Fund Redemption. The Series D-2 Current Interest Bonds maturing on August 1, 20__, are subject to redemption prior to maturity from mandatory sinking fund payments on August 1 of each year, on and after August 1, 20__, at a redemption price equal to the principal amount thereof, plus accrued interest to the date fixed for redemption, without premium. The principal amount represented by such Bonds to be so redeemed and the dates therefor and the final principal payment date are as indicated in the following table:

Redemption Date (August 1)	<u>Principal Amount</u>
Total	
<hr style="width: 20%; margin: auto;"/>	
(1) Maturity.	

The Series D-2 Capital Appreciation Bonds are not subject to redemption prior to maturity.

EXHIBIT C

PAYING AGENT AND TRANSFER AGENT AGREEMENT

among the

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT,

TREASURER-TAX COLLECTOR OF THE
COUNTY OF CONTRA COSTA, CALIFORNIA,

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Paying Agent

Dated as of December 1, 2009

Relating to the

\$ _____
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
GENERAL OBLIGATION BONDS, ELECTION OF 2005, SERIES D-1,
QUALIFIED SCHOOL CONSTRUCTION BONDS
(TAX CREDIT BONDS)

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PAYING AGENT AND TRANSFER AGENT AGREEMENT

This PAYING AGENT AND TRANSFER AGENT AGREEMENT, dated as of December 1, 2009 (the "Agreement"), among THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association duly organized and existing under the laws of the United States of America, as paying agent and transfer agent (the "Paying Agent"), the WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT, a school district duly organized and existing under and by virtue of the Constitution and laws of the State of California (the "District"), and the TREASURER-TAX COLLECTOR OF THE COUNTY OF CONTRA COSTA, CALIFORNIA, acting in its official capacity as ex officio treasurer of the District (the "County"),

WITNESSETH:

WHEREAS, a duly called election was held in the West Contra Costa Unified School District (the "District"), County of Contra Costa (the "County"), State of California, on November 8, 2005 (the "Election") and thereafter canvassed pursuant to law;

WHEREAS, at such election there was submitted to and approved by the requisite 55% vote of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District for various purposes set forth in the ballot submitted to the voters, in the maximum amount of \$400,000,000, payable from the levy of an ad valorem tax against the taxable property in the District (the "Authorization");

WHEREAS, on May 17, 2006, the Board of Supervisors of the County issued in the name of the District \$70,000,000 aggregate principal amount of a first series of bonds under the Authorization styled as the "West Contra Costa Unified School District (Contra Costa County, California) General Obligation Bonds, Election of 2005, Series A" (the "Series A Bonds");

WHEREAS, on July 15, 2008, the Board of Supervisors of the County issued in the name of the District \$120,000,000 aggregate principal amount of a second series of bonds under the Authorization styled as the "West Contra Costa Unified School District (Contra Costa County, California) General Obligation Bonds, Election of 2005, Series B" (the "Series B Bonds");

WHEREAS, on September 3, 2009, the Board of Supervisors of the County issued in the name of the District \$52,084,759.30 aggregate principal amount of a third series of bonds under the Authorization styled as the "West Contra Costa Unified School District (Contra Costa County, California) 2009 General Obligation Bonds, Election of 2005, Series C-1" (the "Series C-1 Bonds") and \$52,825,000 aggregate principal amount of a fourth series of bonds under the Authorization styled as the "West Contra Costa Unified School District (Contra Costa County, California) 2009 General Obligation Bonds, Election of 2005, Series C-2" (the "Series C-2 Bonds");

WHEREAS, at this time this Board of Education (the "Board") has determined that it is necessary and desirable to request the Board of Supervisors of the County to issue one or more additional series of such bonds in an aggregate principal amount not-to-exceed \$30,000,000 to be styled as the "West Contra Costa Unified School District (Contra Costa County, California) General Obligation Bonds, Election of 2005, Series D" (the "Series D Bonds") on behalf of the District;

WHEREAS, the American Recovery and Reinvestment Act of 2009 grants a national allocation of \$11 billion to provide for the issuance of qualified school construction bonds, in

accordance with the qualified tax credit bond program (the "Tax Credit Program") found in Section 54A of the Internal Revenue Code of 1986, as amended (the "Code"), and \$25,000,000 of said allocation has been granted to the District (the "District Allocation") to provide financing for the construction, reconstruction or repair of public school facilities, or the acquisition of land on which such facilities are to be constructed or equipment to be used in such portion or portions of the public school facilities that are to be constructed with part of the proceeds of such issue; and

WHEREAS, the District has determined that it is in its best interests to use all or a portion of the District Allocation to issue and sell a portion of its Series D Bonds as a separate series pursuant to the Tax Credit Program designated as the West Contra Costa Unified School District General Obligation Bonds, Election of 2005, Series D-1, Qualified School Construction Bonds (Tax Credit Bonds) (the "Series D-1 Bonds," or together with any other Series D Bonds issued under this Agreement, the "Tax Credit Bonds") in order to finance improvements to school facilities permitted by the Tax Credit Program and the Authorization (the "Project") and to pay costs of issuance of the Series D-1 Bonds; and

WHEREAS, the District has further determined that it is in its best interest to provide for the separation of the ownership of the Series D-1 Bonds from the entitlement to the tax credits (the "Tax Credits") with respect to such Series D-1 Bonds pursuant to the Tax Credit Program, and for the sale of instruments evidencing the Tax Credits (the "Tax Credit Certificates"); and

WHEREAS, the County shall provide for the payment of the principal of and interest on the Bonds by the levy and collection of taxes upon all property in the District subject to taxation by the District without limitation of rate or amount as provided by law, and shall deposit or cause to be deposited such taxes with the Paying Agent to provide for the payment of the Bonds;

WHEREAS, the District has determined that all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Agreement do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Agreement;

NOW, THEREFORE, in order to provide for the terms and the payment of the Bonds and the performance and observance by the District and the County of all the covenants, agreements and conditions herein and in the Bonds and the Tax Credit Certificates contained, and in consideration of the mutual covenants and agreements contained herein, and for other valuable consideration, the District, the County and the Paying Agent hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Definitions. Unless the context otherwise requires, the terms defined in this Section 1.01 shall, for all purposes hereof and of any amendment hereof or supplement hereto and of the Bonds and of any certificate, opinion, request or other document mentioned herein or therein, have the meanings defined herein, the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined herein:

“Accountable Event of Loss of Qualified School Construction Bond Status” means (a) any act or any failure to act on the part of the District or the County, which act or failure to act is a breach of a covenant or agreement of the District or the County contained in the District Resolution, the County Resolution, this Agreement, the Tax Certificate or the Bonds and which act or failure to act causes the Bonds to lose their status, or fail to qualify, as Qualified School Construction Bonds, or (b) the making by the District or the County of any representation contained in the District Resolution, the County Resolution, this Agreement, the Tax Certificate or the Bonds, which representation was untrue when made and the untruth of which representation at such time causes the Bonds to lose their status, or fail to qualify, as Qualified School Construction Bonds.

“Agreement” means this Paying Agent and Transfer Agent Agreement, dated as of December 1, 2009, among the Paying Agent, the County and the District, as the same may be supplemented, modified or amended in accordance with its terms.

“Authorized District Representative” means the Superintendent of the District, the Assistant Superintendent, Business Services, the Executive Director, Business Services or a designated deputy thereof.

“Authorized County Representative” means the Treasurer, any designee of the Treasurer, or any other officer of the County designated by the Board of Supervisors.

“Authorized Denomination” means, with respect to the Series D-1 Bonds, \$40,000 or any integral multiple thereof, and with respect to any other Series of Bonds, such denomination as shall be set forth in a Supplemental Agreement.

“Board of Supervisors” means the Board of Supervisors of the County of Contra Costa.

“Board of Education” means the Board of Education of the West Contra Costa Unified School District.

“Bonds” or “Tax Credit Bonds” mean the Series D-1 Bonds, and any general obligation bonds authorized under the Authorization and issued as Qualified School Construction Bonds hereunder.

“Bond Payment Date” means the Bond Payment Date or dates for any Bonds set forth in a Supplemental Agreement.

“Bond Payment Fund” means the fund established by that name pursuant to Section 5.02 of this Agreement.

“Book-Entry Bonds” means Bonds of any Series registered in the name of the Nominee of a Depository as the owner thereof pursuant to the terms and provisions of Section 2.04 this Agreement.

“Book-Entry Tax Credit Certificates” means Tax Credit Certificates related to any Series of Bonds registered in the name of the Nominee of a Depository as the owner thereof pursuant to the terms and provisions of Section 6.04 this Agreement.

“Business Day” means any day other than a Saturday, Sunday, legal holiday or other day on which banking institutions in San Francisco or Los Angeles, California, or New York, New York, or

any state in which the Principal Corporate Trust Office of the Paying Agent is located, are authorized or required by law to close, or any day on which the New York Stock Exchange is closed.

“Continuing Disclosure Certificate” means the Continuing Disclosure Certificate with respect to the Series D-1 Bonds and any continuing disclosure agreement entered into in connection with a Series of Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

“Code” means the Internal Revenue Code of 1986, as amended, and as the same shall be hereafter amended, and any regulations heretofore issued or which shall be hereafter issued by the United States Department of the Treasury thereunder.

“Comparable Treasury Issue” means the U.S. Treasury security or securities selected by the Designated Investment Banker which has an actual or interpolated maturity comparable to the remaining average life, as of the redemption date, of the Bonds to be redeemed, and that would be utilized in accordance with customary financial practice in pricing new issues of debt securities of comparable maturity to the remaining average life, as of the redemption date, of the Tax Credit Bond to be redeemed.

“Comparable Treasury Price” means (a) if the Designated Investment Banker receives at least four Reference Treasury Dealer Quotations, the average of such quotations for the date on which such Bonds are to be redeemed, after excluding the highest and lowest Reference Treasury Dealer Quotations, or (b) if the Designated Investment Banker obtains fewer than four Reference Treasury Dealer Quotations, the average of all such quotations.

“Costs of Issuance” means all items of expense directly or indirectly payable by or reimbursable to District and related to the authorization, issuance, sale and delivery of a Series of Bonds, including but not limited to costs of preparation and reproduction of documents, printing expenses, filing and recording fees, initial fees and charges of the Paying Agent, underwriting fees, legal fees and charges, fees and disbursements of consultants and professionals, rating agency fees, fees and expenses related to any credit enhancement (including without limitation bond insurance) for the Bonds, fees and expenses with respect to the conduct of the election and other proceedings authorizing the issuance of the Bonds, fees and charges for preparation, execution and safekeeping of the Bonds and any other cost, charge or fee in connection with the original issuance of the Bonds.

“County” means the County of Contra Costa, California.

“County Resolution” means a resolution of the Board of Supervisors authorizing the issuance of a Series of Bonds, including the Series D-1 Bonds County Resolution.

“Date of Loss of Qualified School Construction Bond Status” means the date specified in a Determination of Loss of Qualified School Construction Bond Status as the date from and after which the Bonds lost their status, or failed to qualify, as Qualified School Construction Bonds as a result of an Accountable Event of Loss of Qualified School Construction Bond Status, which date could be as early as the date of issuance of the Bonds.

“Debt Service Fund” means the Debt Service Fund of the District administered by the Treasurer, established pursuant to the Education Code and the County Resolution.

“Depository” means the securities depository acting as Depository pursuant to Section 2.04 of this Agreement.

“Designated Investment Banker” means one of the Reference Treasury Dealers designated by the District.

“Determination of Loss of Qualified School Construction Bond Status” means (a) a final determination by the Internal Revenue Service (after the District has exhausted all administrative appeal remedies) determining that an Accountable Event of Loss of Qualified School Construction Bond Status has occurred and specifying the Date of Loss of Qualified School Construction Bond Status, or (b) a non-appealable holding by a court of competent jurisdiction holding that an Accountable Event of Loss of Qualified School Construction Bond Status has occurred and specifying the Date of Loss of Qualified School Construction Bond Status.

“District” means the West Contra Costa Unified School District, located in the County.

“District Resolution” means a resolution of the Board of Education authorizing the issuance of a Series of Bonds, including the Series D-1 Bonds District Resolution.

“Education Code” means the Education Code of the State of California, as the same shall be hereafter amended.

“Insurer” means any issuer of a bond insurance policy guaranteeing the payment when due of the principal of and interest on a Series of Bonds.

“Investment Securities” means:

(i) any bonds or other obligations which as to principal and interest constitute direct obligations of, or are unconditionally guaranteed as to full and timely payment by, the United States of America, including obligations of any of the federal agencies and federally sponsored entities set forth in clause (iii) below to the extent unconditionally guaranteed by the United States of America and including interest strips of any such obligations or of bonds issued by the Resolution Funding Corporation and held in book-entry form by the Federal Reserve Bank of New York;

(ii) any certificates, receipts, securities or other obligations evidencing ownership of, or the right to receive, a specified portion of one or more interest payments or principal payments, or any combination thereof, to be made on any bond, note, or other obligation described above in clause (i);

(iii) obligations of the Fannie Mae Corporation, the Government National Mortgage Association, Farm Credit System Financial Corporation, Federal Home Loan Banks, Federal Home Loan Mortgage Corporation, Tennessee Valley Authority, Washington Metropolitan Area Transit Authority, United States Import-Export Bank, United States Department of Housing and Urban Development, Farmers Home Administration, General Services Administration and United States Maritime Administration;

(iv) housing authority bonds issued by public agencies or municipalities and fully secured as to the payment of both principal and interest by a pledge of annual contributions under an annual contributions contract or contracts with the United States of America; or project notes issued by

public agencies or municipalities and fully secured as to the payment of both principal and interest by a requisition or payment agreement with the United States of America;

(v) obligations of any state, territory or commonwealth of the United States of America or any political subdivision thereof or any agency or department of the foregoing; provided that such obligations are rated in the highest Rating Category by Moody's and Standard & Poor's;

(vi) any bonds or other obligations of any state of the United States of America or any political subdivision thereof (a) which are not callable prior to maturity or as to which irrevocable instructions have been given to the Paying Agent of such bonds or other obligations by the obligor to give due notice of redemption and to call such bonds for redemption on the date or dates specified in such instructions, (b) which are secured as to principal and interest and redemption premium, if any, by a fund consisting only of cash or bonds or other obligations of the character described above in clause (i) or (ii) which fund may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the bond payment dates and the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, (c) as to which the principal of and interest on the bonds and obligations of the character described above in clause (i) or (ii) which have been deposited in such fund along with any cash on deposit in such fund are sufficient to pay the principal of and interest and redemption premium, if any, on the bonds or other obligations described in this clause (vi) on the Bond Payment Dates and the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to in subclause (a) of this clause (vi), as appropriate, and (d) which are rated in the highest long-term Rating Category by Moody's and Standard & Poor's;

(vii) demand or time deposits or certificates of deposit, whether negotiable or nonnegotiable, trust funds, trust accounts, interest-bearing deposits, overnight bank deposits, interest-bearing money market accounts or bankers acceptances issued by any bank or trust company (including, without limitation, the Paying Agent or any of its affiliates) organized under the laws of any state of the United States of America or any national banking association (including the Paying Agent or any of its affiliates) or by a state licensed branch of any foreign bank, provided that such certificates of deposit shall be purchased directly from such a bank, trust company, national banking association or branch and shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities and obligations as are described above in clauses (i) through (v), inclusive, which shall have a market value (exclusive of accrued interest) at all times at least equal to the principal amount of such certificates of deposit and shall be lodged with the Paying Agent or third-party agent, as custodian, by the bank, trust company, national banking association or branch issuing such certificates of deposit, and the bank, trust company, national banking association or branch issuing each such certificate of deposit required to be so secured shall furnish the Paying Agent with an undertaking satisfactory to it that the aggregate market value of all such obligations securing each such certificate of deposit will at all times be an amount equal to the principal amount of each such certificate of deposit and the Paying Agent shall be entitled to rely on each such undertaking;

(viii) taxable commercial paper or tax-exempt commercial paper rated in the highest Rating Category by Moody's and Standard & Poor's which matures not more than 270 calendar days after the date of purchase;

(ix) variable rate obligations required to be redeemed or purchased by the obligor or its agent or designee upon demand of the holder thereof secured as to such redemption or purchase requirement by a liquidity agreement with a corporation and as to the payment of interest and principal either upon maturity or redemption (other than upon demand by the holder thereof) thereof by an unconditional credit facility of a corporation, provided that the variable rate obligations themselves are rated in the highest short-term Rating Category, if any, and in the highest long-term Rating Category, if any, by Moody's and Standard & Poor's, and that the corporations providing the liquidity agreement and credit facility have, at the date of acquisition of the variable rate obligations by the Paying Agent, an outstanding issue of unsecured, uninsured and unguaranteed debt obligations rated in the highest long-term Rating Category by Moody's and Standard & Poor's;

(x) any repurchase or reverse-repurchase agreement approved by the District and the County which does not cause the rating on the Bonds to be reduced or withdrawn, or entered into with a financial institution (including, without limitation, the Paying Agent or any of its affiliates) or insurance company which has at the date of execution thereof an outstanding issue of unsecured, uninsured and unguaranteed debt obligations or a claims paying ability rated (or the parent company of which is rated) in the highest long-term Rating Category by Moody's and Standard & Poor's, which agreement is secured by any one or more of the securities and obligations described in clauses (i), (ii), (iii) or (iv) above, which shall have a market value (exclusive of accrued interest and valued at least weekly) at least equal to one hundred three percent (103%) of the principal amount of such investment and shall be lodged with the Paying Agent or other fiduciary or agent, as custodian, by the provider executing such repurchase agreement, and the provider executing each such repurchase agreement required to be so secured shall furnish the Paying Agent with an undertaking satisfactory to the Paying Agent that the aggregate market value of all such obligations securing each such repurchase agreement (as valued at least weekly) will be an amount equal to one hundred three percent (103%) of the principal amount of each such repurchase agreement and the Paying Agent shall be entitled to rely on each such undertaking;

(xi) any cash sweep or similar account arrangement of or available to the Paying Agent, the investments of which are limited to investments described in clauses (i), (ii), (iii), (iv), (v) and (x) of this definition of Investment Securities and any money market fund including money market mutual funds having a rating in the highest investment category granted thereby from Standard & Poor's and Moody's, including, without limitation any mutual fund for which the Paying Agent or an affiliate of the Paying Agent serves as investment manager, administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (i) the Paying Agent or an affiliate of the Paying Agent receives fees from funds for services rendered, (ii) the Paying Agent collects fees for services rendered pursuant to this Indenture, which fees are separate from the fees received from such funds, and (iii) services performed for such funds and pursuant to this Agreement may at times duplicate those provided to such funds by the Paying Agent or an affiliate of the Paying Agent; provided that as used in this clause (xi) and clause (xii) investments will be deemed to satisfy the requirements of clause (x) if they meet the requirements set forth in clause (x) ending with the words "clauses (i), (ii), (iii) or (iv) above" and without regard to the remainder of such clause (x);

(xii) any investment agreement with, or the obligations under which are guaranteed by, a financial institution or insurance company or domestic or foreign bank which has at the date of execution thereof an outstanding issue of unsecured, uninsured and unguaranteed debt obligations or a claims paying ability rated in the highest long-term Rating Category by Moody's and Standard & Poor's, approved by the District and the County and which does not cause the rating on the Bonds to be reduced or withdrawn;

(xiii) the County of Contra Costa Investment Pool;

(xiv) the Local Agency Investment Fund or similar pooled fund operated by or on behalf of the State of California and which is authorized to accept investments of moneys held in any of the funds or accounts established pursuant to this Agreement;

(xv) commercial paper having, at the time of investment or contractual commitment to invest therein, a rating from Standard & Poor's and Moody's in the highest rating category granted thereby; and

(xvi) any other investment approved by the District and the County which does not cause the rating on the Bonds to be reduced or withdrawn.

"Moody's" means Moody's Investors Service, a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and its successors and assigns, except that if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, then the term "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency selected by the District.

"Nominee" shall mean the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 2.04 of this Agreement.

"Opinion of Counsel" means a written opinion of counsel of recognized national standing in the field of law relating to municipal bonds, appointed and paid by the District.

"Owner" means, with respect to Bonds, the person in whose name any Bond shall be registered, and, with respect to Tax Credit Certificates, the person in whose name any Tax Credit Certificate shall be registered.

"Paying Agent" means The Bank of New York Mellon Trust Company, N.A., which has been appointed to act as paying agent, registrar, and transfer agent with respect to the Bonds, its successors and assigns and any other corporation or association which may at any time be substituted in its place as provided in Section 7.02 hereof.

"Principal Component" means any Bond, the Tax Credits related to which have been separated therefrom pursuant to Article VI of this Agreement.

"Principal Corporate Trust Office" means, unless otherwise specifically noted, any reference to the "principal corporate trust office" of the Paying Agent for purposes of transfer, registration, exchange, payment, and surrender of the Bonds shall mean in care of the corporate trust office of The Bank of New York Mellon Trust Company, N.A., in Los Angeles, California, and for all other purposes shall mean the corporate trust office of the Paying Agent in Los Angeles, California; provided, however, that in any case "principal corporate trust office" shall mean any other office of the Paying Agent designated for a particular purpose, and shall include the principal corporate trust office or other designated office of any successor paying agent.

"Principal Payment Date" means, with respect to the Series D-1 Bonds, _____ 15 of each year specified in Section 2.01 hereof and such other date or dates as may be set forth in a Supplemental Agreement with respect to a Series of Bonds.

“Project” means the school facilities improvements authorized by voters of the District under the Authorization and permitted under the Tax Credit Program.

“Building Fund” means the Building Fund of the District administered by the Treasurer, established pursuant to the Education Code and the County Resolution.

“Authorization” means the Authorization approved by voters at the election held in the District, on November 8, 2005, pursuant to Section 15100 and following of the Education Code authorizing the issuance of the Bonds.

“Qualified School Construction Bond” means a “qualified school construction bond,” as defined in Section 54F of the Code.

“Rating Category” means: (i) with respect to any long-term rating category, all ratings designated by a particular letter or combination of letters, without regard to any numerical modifier, plus or minus sign or other modifier, and (ii) with respect to any short-term or commercial paper rating category, all ratings designated by a particular letter or combination of letters and taking into account any numerical modifier, but not any plus or minus sign or other modifier.

“Rebate Fund” shall mean the fund by that name established pursuant to Section 5.03.

“Rebate Instructions” shall mean those calculations and directions required to be delivered to the Paying Agent under the Tax Certificate.

“Rebate Requirement” shall mean the Rebate Requirement for a Series of Bonds defined in the Tax Certificate related to such Series of Bonds.

“Record Date” means the fifteenth day prior to a Bond Payment Date, whether or not such day is a Business Day.

“Redemption Date” means the date on which the Bonds or any of them are called for redemption, as provided in Article IV hereof.

“Redemption Premium” means, with respect to the Series D-1 Bonds, as calculated by the District (or, at the District’s option, its Designated Investment Banker), the greater of (x) zero and (y) an amount calculated as (a) the sum of the present values of the remaining scheduled payments of principal of and Tax Credits related to the Series D-1 Bonds called for redemption (exclusive of interest accrued to the Redemption Date) discounted to the Redemption Date on a semiannual basis (assuming a 360-day year consisting of 12 months of 30 days each) at a rate per annum equal to the Treasury Rate, minus (b) the principal amount of the Series D-1 Bonds called for redemption.

“Reference Treasury Dealer” means the original underwriters of the Bonds, their successors and other firms, as specified by the District from time to time, that are primary U.S. government securities dealers in the City of New York, New York; provided, however, that if any such firm ceases to be such a primary treasury dealer, the District will substitute another primary treasury dealer for such firm.

“Reference Treasury Dealer Quotations” means, with respect to each Reference Treasury Dealer, the average, as determined by the Designated Investment Banker, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount)

quoted in writing to the Designated Investment Banker by such Reference Treasury Dealer at 3:30 p.m., New York City time, on the third business day preceding the date on which such Bonds are to be redeemed.

“Registration Books” means the records maintained by the Paying Agent for the registration of ownership and registration of transfer of the Bonds and the Tax Credit Certificates pursuant to Sections 2.07 and 6.07, respectively, of this Agreement.

“Series” means, whenever used herein with respect to Bonds, all of the Bonds designated as being of the same series, regardless of variations in maturity, interest rate and other provisions.

“Series D-1 Bonds” means the West Contra Costa Unified School District General Obligation Bonds, Election of 2005, Series D-1, Qualified School Construction Bonds (Tax Credit Bonds) authorized to be issued pursuant to the Authorization approved by voters of the District on November 8, 2005.

“Series D-1 Bonds County Resolution” means the resolution, adopted by the Board of Supervisors on _____, 2009, authorizing the issuance of the Series D-1 Bonds

“Series D-1 Bonds Continuing Disclosure Certificate” means the Continuing Disclosure Certificate executed by the District.

“Series D-1 Bonds District Resolution” means the resolution of the Board of Education adopted on November 4, 2009 authorizing the issuance of the Series D-1 Bonds

“Series D-1 Bonds Principal Components” means the Principal Components of the Series D-1 Bonds.

“Series D-1 Bonds Tax Credit Certificates” means the Tax Credit Certificates designated as “Certificates Evidencing Tax Credit Entitlement related to the West Contra Costa Unified School District General Obligation Bonds, Election of 2005, Series D-1, Qualified School Construction Bonds (Tax Credit Bonds),” executed and delivered in accordance with Article VI of this Agreement.

“Standard & Poor’s” means Standard & Poor’s Ratings Service, a division of The McGraw-Hill Companies, a corporation duly organized and existing under and by virtue of the laws of the State of New York, and its successors and assigns, except that if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, then the term “Standard & Poor’s” shall be deemed to refer to any other nationally recognized securities rating agency selected by the District.

“Supplemental Agreement” means any agreement hereafter duly executed and delivered, supplementing, modifying or amending this Agreement, but only if and to the extent that such Supplemental Agreement is specifically authorized hereunder.

“Tax Certificate” means a tax certificate concerning certain matters relating to tax compliance with respect to a Series of Bonds, executed and delivered by the District on the date of issuance of such Series of Bonds, including all exhibits attached thereto, as such certificate may from time to time be modified or supplemented in accordance with the terms thereof.

“Tax Credit” means the entitlement, pursuant to the Tax Credit Program, of a taxpayer to recognize a credit against the tax imposed by Chapter 1 of the Code.

“Tax Credit Allowance Date” means, with respect to any Series of Bonds, each March 15, June 15, September 15, and December 15, beginning on the date of issuance of such Series of Bonds and ending on the maturity date thereof, or such of those dates as specified in any Tax Credit Certificate related thereto.

“Tax Credit Certificate” means an instrument evidencing the entitlement of the Owner thereof or of the Owner of the related Bond to a Tax Credit.

“Tax Credit Program” means the program for allocating Tax Credits and authorizing the issuance of Qualified School Construction Bonds promulgated under Sections 54A and 54F of the Code.

“Term Bond” means a Bond subject to mandatory sinking fund redemption prior to its stated maturity date, without a redemption premium, in part by lot, from mandatory sinking fund payments in the amounts and years specified herein or in the Supplemental Agreement relating to such Bond, as applicable.

“Treasurer” means the Treasurer-Tax Collector of the County of Contra Costa, California.

“Treasury Rate” means the rate per annum, expressed as a percentage of the principal amount, equal to the semiannual equivalent yield to maturity or interpolated maturity of the Comparable Treasury Issue, assuming that the Comparable Treasury Issue is purchased on the redemption date for a price equal to the Comparable Treasury Price, as calculated by the Designated Investment Banker.

“Written Certificate” and “Written Request” mean (a) with respect to the District, a written certificate or written request, respectively, signed in the name of the District by an Authorized Representative of the District, and (b) with respect to the County, a written certificate or written request, respectively, signed in the name of the County by an Authorized Representative of the County. Any such certificate or request may, but need not, be combined in a single instrument with any other instrument, opinion or representation, and the two or more so combined shall be read and construed as a single instrument.

ARTICLE II

THE BONDS

Section 2.01 Authorization; Date; Payment of Principal; Denominations. (a) The Series D-1 Bonds shall be issued for the purpose of providing funds to pay costs of the Project and to pay Costs of Issuance. The Series D-1 Bonds shall be issued by the District and sold by the County under and subject to the terms of District Resolution, the County Resolution, this Agreement and all applicable laws, and shall be designated as the “West Contra Costa Unified School District General Obligation Bonds, Election of 2005, Series D-1, Qualified School Construction Bonds (Tax Credit Bonds),” and shall be in the aggregate principal amount of _____ dollars (\$_____). The Series D-1 Bonds are hereby designated as “qualified school construction bonds” for purposes of Section 54F of the Code.

(b) The Series D-1 Bonds shall be dated date of their delivery. The Series D-1 Bonds shall not bear interest. The Series D-1 Bonds shall mature on [_____ 15, 20__].

(c) The principal and any premium of the Series D-1 Bonds shall be payable in lawful money of the United States of America to the Owner thereof, upon the surrender thereof at the Principal Corporate Trust Office of the Paying Agent, or at such other location as the Paying Agent shall designate. Each payment of principal on the Series D-1 Bonds shall include the CUSIP identification number, if any, of the Series D-1 Bond with respect to which such payment is made. So long as Cede & Co. or its registered assigns shall be the registered owner of any Series D-1 Bonds, payment shall be made thereto by wire transfer as provided in Section 2.04(d) hereof.

(d) The Series D-1 Bonds shall be issued as fully registered Bonds, without coupons, in Authorized Denominations.

Section 2.02 Form and Registration of Bonds. (a) The Series D-1 Bonds, the Paying Agent's certificate of authentication and registration, and the form of assignment to appear thereon shall be in substantially the form attached hereto as Exhibit A, with necessary or appropriate variations, omissions and insertions as permitted or required by this Agreement.

(b) The Series D-1 Bonds when issued shall be Book-Entry Bonds, registered in the name of "Cede & Co.," as nominee of The Depository Trust Company, New York, New York, and shall be initially issued as one bond, in the principal amount set forth in Section 2.01, including the Tax Credit Certificate related thereto. The Depository Trust Company is hereby appointed depository for the Series D-1 Bonds and registered ownership of the Series D-1 Bonds may not thereafter be transferred except as provided in Sections 2.04 and 2.05 hereof.

(c) The form and registration provisions applicable to each additional Series of Bonds shall be as set forth in the Supplemental Agreement establishing the terms and provisions of such Series of Bonds.

Section 2.03 Execution and Authentication of Bonds. The Bonds shall be signed by the manual or facsimile signatures of the Chairman of the Board of Supervisors (the "Chair") and of the Treasurer, and countersigned by the manual or facsimile signature of the Executive Officer-Clerk of the Board of Supervisors (the "Clerk") or by a deputy of either of said Clerk or of the Treasurer. The Bonds shall be authenticated by a manual signature of a duly authorized signatory of the Paying Agent.

Only such of the Bonds as shall bear thereon a certificate of authentication and registration in the form given in Exhibit A hereto, executed by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Agreement, and such certificate of the Paying Agent shall be conclusive evidence that the Bonds so authenticated have been duly authenticated and delivered hereunder and are entitled to the benefits of this Agreement.

Section 2.04 Book-Entry System. (a) Unless otherwise provided in a Supplemental Agreement establishing the terms and provisions of a Series of Bonds, each Series of Bonds shall be initially issued and registered as provided in Section 2.02(b) hereof. Any series of Bonds issued hereunder may be Book-Entry Bonds and shall be so designated in the Supplemental Agreement for such series of Bonds. Book-Entry Bonds shall be evidenced by one Bond maturing on each of the maturity dates as set forth in the Agreement providing for the issuance of such Bonds in a Authorized

Denominations corresponding to the total principal amount of the Bonds maturing on each maturity date. Each Bond shall be assigned by the underwriter of the bonds a distinctive number or letter or letter and number, and a record of the same shall be maintained by the Paying Agent. Registered ownership of the Bonds, or any portion thereof, may not thereafter be transferred except:

(i) To any successor of Cede & Co., as nominee of The Depository Trust Company, or its nominee, or to any substitute depository designated pursuant to clause (ii) of this section (a “substitute depository”); provided, that any successor of Cede & Co., as nominee of The Depository Trust Company or substitute depository, shall be qualified under any applicable laws to provide the services proposed to be provided by it;

(ii) To any substitute depository not objected to by the District, upon (1) the resignation of The Depository Trust Company or its successor (or any substitute depository or its successor) from its functions as depository, or (2) a determination by the District to substitute another depository for The Depository Trust Company (or its successor) because The Depository Trust Company or its successor (or any substitute depository or its successor) is no longer able to carry out its functions as depository; provided, that any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(iii) To any person as provided below, upon (1) the resignation of The Depository Trust Company or its successor (or substitute depository or its successor) from its functions as depository, or (2) a determination by the District to remove The Depository Trust Company or its successor (or any substitute depository or its successor) from its functions as depository.

(b) In the case of any transfer pursuant to clause (i) or clause (ii) of subsection (a) hereof, upon receipt of the outstanding Bonds by the Paying Agent, together with a Written Request, a new Bond for each Series and maturity shall be executed and delivered pursuant to the procedures described in the third paragraph of Section 2.05 hereof in the aggregate principal amount of the Bonds then outstanding, registered in the name of such successor or such substitute depository, or their nominees, as the case may be, all as specified in such Written Request. In the case of any transfer pursuant to clause (iii) of subsection (a) hereof, upon receipt of the outstanding Bonds by the Paying Agent together with a Written Request, new Bonds shall be executed and delivered in such denominations numbered in the manner determined by the Paying Agent and registered in the names of such persons as are requested in such Written Request, subject to the limitations of Section 2.01 and the receipt of such a Written Request, and thereafter, the Bonds shall be transferred pursuant to the provisions set forth in Section 2.05 of this Agreement; provided, that the Paying Agent shall not be required to deliver such new Bonds within a period of fewer than sixty (60) days.

(c) The County and the Paying Agent shall be entitled to treat the person in whose name any Bond is registered as the Owner thereof, notwithstanding any notice to the contrary received by the Paying Agent or the County, and the County and the Paying Agent shall have no responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the Bonds. Neither the County nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to the beneficial owners or to any other party including The Depository Trust Company or its successor (or substitute depository or its successor), except as the owner of any Bonds.

(d) So long as the outstanding Bonds are registered in the name of Cede & Co. or its registered assigns, the County and the Paying Agent shall cooperate with Cede & Co., as sole holder, or its registered assigns, in effecting payment of the principal of and interest, if any, on the Bonds by arranging for payment in such manner that funds for such payments are properly identified and are made immediately available (e.g., by wire transfer) on the date they are due.

Section 2.05 Transfer of Bonds that are not Book-Entry Bonds, or upon Termination of Book-Entry System. In the event that at any time the Bonds shall not be registered in the name of Cede & Co., either upon their original issuance or as a result of the operation of Section 2.04 hereof, then the procedures contained in this Section 2.05 shall apply.

Any Bond may, in accordance with its terms, be transferred upon the books required to be kept pursuant to the provisions of Section 2.07 hereof by the person in whose name it is registered, in person or by the duly authorized attorney of such person, upon surrender of such Bond to the Paying Agent for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Paying Agent.

Whenever any Bond or Bonds shall be surrendered for transfer, the designated County officials shall execute (as provided in Section 2.03 hereof) and the Paying Agent shall authenticate and deliver a new Bond or Bonds of the same Series and maturity, for a like aggregate principal amount and bearing the same rate of interest, if any. The Paying Agent shall require the payment by the Owner requesting any such transfer of any tax or other governmental charge required to be paid with respect to such transfer.

No transfer of Bonds shall be required to be made by the Paying Agent during the period from the date on which notice of redemption is given to and including the specified Redemption Date or, with respect to any Bonds that bear current interest, from any Record Date to the following Bond Payment Date.

Section 2.06 Exchange of Bonds. Bonds may be exchanged at the designated office of the Paying Agent, for a like aggregate principal amount of Bonds of other authorized denominations of the same Series, maturity and interest rate, if any. The Paying Agent shall require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange. No exchange of Bonds shall be required to be made by the Paying Agent from the date on which notice of redemption is given to and including the specified Redemption Date, or for Bonds that bear current interest, during the period from any Record Date to and including the following Bond Payment Date.

Section 2.07 Bond Register. (a) The Paying Agent will keep or cause to be kept, at its Principal Corporate Trust Office, sufficient books for the registration and transfer of the Bonds, which shall at all times be open to inspection by the District, and, upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Bonds as hereinbefore provided.

(b) The Paying Agent shall assign each Bond authenticated and registered by it a distinctive letter or number, or letter and number.

Section 2.08 Mutilated, Destroyed, Stolen or Lost Bonds. In case any Bond shall become mutilated, or shall be believed by the County or the Paying Agent to have been destroyed, stolen or

lost, upon proof of ownership satisfactory to the Paying Agent, and upon the surrender of such mutilated Bond at the Principal Corporate Trust Office or upon the receipt of evidence satisfactory to the Paying Agent of such destruction, theft or loss, and upon receipt also of indemnity satisfactory to the County and the Paying Agent, and upon payment by the Owner of all expenses incurred by the County and the Paying Agent, the County shall execute and the Paying Agent shall authenticate and deliver at said office a new Bond or Bonds of the same maturity and for the same aggregate principal amount, of like tenor and date, bearing the same number or numbers, with such notations as the Paying Agent shall determine, in exchange and substitution for and upon cancellation of the mutilated Bond, or in lieu of and in substitution for the Bond so destroyed, stolen or lost.

If any such destroyed, stolen or lost Bond shall have matured or shall have been called for redemption, payment of the amount due thereon may be made by the County or the Paying Agent upon receipt of like proof, indemnity and payment of expenses.

Any such duplicate Bonds issued pursuant to this section shall be entitled to equal and proportionate benefits with all other Bonds issued hereunder. The County and the Paying Agent shall not be required to treat both the original Bond and any duplicate Bond as being Outstanding for the purpose of determining the principal amount of Bonds which may be issued hereunder or for the purpose of determining any percentage of Bonds Outstanding hereunder, but both the original and duplicate Bond shall be treated as one and the same.

Section 2.09 Temporary Bonds. Until definitive Bonds shall be prepared, the County may cause to be executed and delivered in lieu of such definitive Bonds and subject to the same provisions, limitations and conditions as are applicable in the case of definitive Bonds, one or more temporary typed, printed, lithographed or engraved Bonds in fully registered form, as may be authorized by the County, substantially of the same tenor and, until exchange for definitive Bonds, entitled and subject to the same benefits and provisions of the County Resolution and this Agreement as definitive Bonds. If the County issues temporary Bonds it will execute and furnish definitive Bonds without unnecessary delay and thereupon the temporary Bonds shall be surrendered to the Paying Agent at the Principal Corporate Trust Office, without expense to the Owner in exchange for such definitive Bonds. All temporary Bonds so surrendered shall be cancelled by the Paying Agent and shall not be reissued.

ARTICLE III

ISSUANCE OF BONDS

Section 3.01 Delivery of Bonds. The Paying Agent is hereby authorized to authenticate and deliver each Series of Bonds, including the Series D-1 Bonds, to or upon the Written Request of the County.

Section 3.02 Application of Proceeds of Sale of the Bonds. (a) Upon the receipt from the initial purchaser of the Series D-1 Bonds by the County of the purchase price of the Series D-1 Bonds (\$_____) the Paying Agent shall authenticate and deliver the Series D-1 Bonds Tax Credit Certificates attached thereto as Exhibit A, to the purchaser thereof and the Treasurer shall deposit said amount to the Building Fund established pursuant to the County Resolution.

(b) Upon the delivery of any other Series of Bonds, the proceeds of the sale of such Series of Bonds shall be applied as set forth in the Supplemental Agreement establishing the terms and provisions of such Series of Bonds.

Section 3.03 Issuance of Additional Series of Bonds. (a) The District may from time to time authorize and the County may issue and sell one or more additional Series of Bonds pursuant to the Authorization and the Tax Credit Program. Whenever the District shall determine to issue an additional Series of Bonds, the District and the County shall authorize the execution of a Supplemental Agreement specifying the principal amount, and prescribing the forms of Bonds of such Series and providing the Series designation, terms, conditions, distinctive designation, denominations, methods of numbering, date, maturity date or dates, interest rate or rates (or the manner of determining the same), redemption provisions and place or places of payment of principal or redemption premium, if any, of and interest on such Bonds, and any other provisions respecting the Bonds of such Series.

(b) Before such additional Series of Bonds shall be issued and delivered, the District and the County shall file the following documents with the Paying Agent (upon which documents the Paying Agent may conclusively rely in determining whether the conditions precedent to the issuance of such Series of Bonds have been satisfied): (i) an executed copy of the Supplemental Agreement authorizing such Series, and (ii) an Opinion of Bond Counsel to the effect that the execution of the Supplemental Agreement has been duly authorized by the District and the County in accordance with this Agreement; that such Series of Bonds, when duly executed by the District and authenticated and delivered by the Paying Agent, will be valid and binding obligations of the District; that the issuance and delivery of such additional Series of Bonds will not, in and of itself, cause any Bonds outstanding not to be Qualified School Construction Bonds under Section 54A of the Code; and that upon the delivery of such Series the aggregate principal amount of Bonds then outstanding will not exceed the amount permitted by the Authorization.

ARTICLE IV

REDEMPTION

Section 4.01 Terms of Redemption of the Series D-1 Bonds and the Series D-1 Bonds Tax Credit Certificates. (a) No Optional or Mandatory Sinking Fund Redemption. The Series D-1 Bonds shall not be subject to optional or mandatory sinking fund redemption prior to their stated maturity date.

(b) Extraordinary Mandatory Redemption from Unexpended Proceeds of the Bonds. The Series D-1 Bonds shall be subject to extraordinary mandatory redemption, in whole or in part, on _____ 15, 20__, or, in the event of an extension negotiated with the Internal Revenue Service, on a Tax Credit Allowance Date that occurs on or before _____ 15, 20__, in Authorized Denominations, at a redemption price equal to the principal amount of the Series D-1 Bonds called for redemption, in an amount equal to the unexpended proceeds of the sale of the Bonds held by the District, but only to the extent that the District fails to expend all of the proceeds of the Series D-1 Bonds within three years of issuance thereof and no extension of the period for expenditure has been granted by the Internal Revenue Service.

In the event that the ownership of the Series D-1 Bonds Tax Credit Certificates has been separated from the ownership of the Series D-1 Bonds and registered separately pursuant to

Article VI hereof, the Series D-1 Bonds Tax Credit Certificates related to the redeemed Series D-1 Bonds shall be called for redemption in the same manner as the Series D-1 Bonds pursuant to this subsection (b), and the redemption price pursuant to this subsection (b) shall be allocated to the Series D-1 Bonds Principal Components and the Series D-1 Bonds Tax Credit Certificates in the proportions and values set forth in the redemption value tables attached as Schedule I to the Series D-1 Bonds in Appendix A to this Agreement.

(c) Extraordinary Mandatory Redemption Upon a Determination of Loss of Qualified School Construction Bond Status. Upon a Determination of Loss of Qualified School Construction Bond Status, the Series D-1 Bonds shall be subject to extraordinary mandatory redemption prior to their fixed maturity date, in whole, on the date designated by the District, which date shall be a date on or prior to the [January 15] following the next succeeding _____ after such Determination of Loss of Qualified School Construction Bond Status, at a redemption price equal to (i) the principal amount of the Series D-1 Bonds called for redemption, plus (ii) the Redemption Premium, plus (iii) accrued interest on the principal amount of the Series D-1 Bonds called for redemption (calculated at the Tax Credit Rate) from the Tax Credit Allowance Date immediately preceding the Redemption Date to the date of redemption.

In the event that the ownership of the Series D-1 Bonds Tax Credit Certificates has been separated from the ownership of the Series D-1 Bonds and registered separately pursuant to Article VI hereof, the Series D-1 Bonds Tax Credit Certificates related to the redeemed Series D-1 Bonds shall be called for redemption in the same manner as the Series D-1 Bonds pursuant to this subsection (c), and the redemption price pursuant to this subsection (c) shall be allocated to the Series D-1 Bonds Principal Components and the Series D-1 Bonds Tax Credit Certificates in the proportions set forth in the redemption value tables attached as Schedule I to the Series D-1 Bonds in Appendix A to this Agreement.

In addition, in the event that any Tax Credits recognized prior to the Redemption Date are determined to be ineligible as Tax Credits as a result of the Determination of Loss of Qualified School Construction Bond Status, the redemption price shall include an additional amount payable to the owners, as of the applicable Tax Credit Allowance Dates, of the Tax Credit Certificates for such Tax Credits equal to the amount of such Tax Credits, plus interest thereon from the applicable Tax Credit Allowance Date to the date of redemption, at a rate equal to the large corporate underpayment rate determined from time to time by the Internal Revenue Service.

(d) Notice of Redemption. Notice of redemption of any Bonds shall be given by the Paying Agent upon the written request of the County. Notice of any redemption of Bonds shall be mailed postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the redemption date (i) by first class mail to the respective Owners thereof and of any related Tax Credit Certificates at the addresses appearing on the bond registration books described in Sections 2.07 and 6.06, and (ii) as may be further required in accordance with the applicable Disclosure Dissemination Agent Agreement.

Each notice of redemption shall contain all of the following information:

- (i) the date of such notice;
- (ii) the name of the Bonds and the date of issue of the Bonds;

- (iii) the redemption date;
- (iv) the redemption price, if available;
- (v) the dates of maturity of the Bonds to be redeemed;
- (vi) (if less than all of the Bonds of any maturity are to be redeemed) the distinctive numbers of the Bonds of each maturity to be redeemed;
- (vii) (in the case of Bonds redeemed in part only) the respective portions of the principal amount of the Bonds of each maturity to be redeemed;
- (viii) the CUSIP number, if any, of each maturity of Bonds, or if separated, Principal Components and Tax Credit Certificates, to be redeemed;
- (ix) a statement that such Bonds or, if separated, Principal Components and Tax Credit Certificates, must be surrendered by the Owners at the Principal Corporate Trust Office of the Paying Agent, or at such other place or places designated by the Paying Agent; and
- (x) notice that further interest on such Bonds, if any, will not accrue after the designated redemption date.

Such redemption notices may state that no representation is made as to the accuracy or correctness of the CUSIP numbers provided therein or on the Bonds or the Tax Credit Certificates.

(e) Effect of Notice. A certificate of the Paying Agent or the County that notice of call and redemption has been given to Owners and as may be further required in the applicable Disclosure Dissemination Agent Agreement as herein provided shall be conclusive as against all parties. The actual receipt by the Owner of any Bond or Tax Credit Certificate or any other party of notice of redemption shall not be a condition precedent to redemption, and failure to receive such notice, or any defect in the notice given, shall not affect the validity of the proceedings for the redemption of such Bonds or the cessation of interest, if any, on the date fixed for redemption.

When notice of redemption has been given substantially as provided for herein, and when the redemption price of the Bonds called for redemption is set aside for the purpose as described in subsection (g) of this Section, the Bonds designated for redemption shall become due and payable on the specified redemption date and interest, if any, shall cease to accrue thereon as of the redemption date, and upon presentation and surrender of such Bonds or, if separated, Principal Components and Tax Credit Certificates, at the place specified in the notice of redemption, such Bonds or, if separated, Principal Components and Tax Credit Certificates, shall be redeemed and paid at the redemption price thereof out of the money provided therefor. The Owners of such Bonds so called for redemption after such redemption date shall look for the payment of such Bonds and the redemption premium thereon, if any, only to the Debt Service Fund or the escrow fund established for such purpose. All Bonds redeemed shall be cancelled forthwith by the Paying Agent and shall not be reissued.

(f) Right to Rescind Notice. Upon oral or written notice from the District that the District has cured the conditions that caused the Bonds to be subject to extraordinary mandatory redemption, the County may rescind any extraordinary mandatory redemption and notice thereof on

any date prior to the date fixed for redemption by causing written notice of the rescission to be given to the Owners of the Bonds and Tax Credit Certificates so called for redemption, with a copy to the Paying Agent. Notice of rescission of redemption shall be given in the same manner in which notice of redemption was originally given. The actual receipt by the owner of any Bond or Tax Credit Certificate of notice of such rescission shall not be a condition precedent to rescission, and failure to receive such notice or any defect in such notice shall not affect the validity of the rescission.

(g) Funds for Redemption. Prior to or on the redemption date of any Bonds there shall be available in the Debt Service Fund of the District, or held in trust for such purpose as provided by law, monies for the purpose and sufficient to redeem, at the premiums payable as in this Agreement provided, the Bonds designated in said notice of redemption. Such monies so set aside in the Debt Service Fund or in the escrow fund established for such purpose shall be applied on or after the redemption date solely for payment of principal of and premium, if any, on the Bonds to be redeemed upon presentation and surrender of such Bonds, provided that all monies in the Debt Service Fund of the District shall be used for the purposes established and permitted by law. Any interest due on or prior to the redemption date shall be paid from the Debt Service Fund of the District, unless otherwise provided for to be paid from an escrow fund established for such purpose. If, after all of the Bonds of a Series have been redeemed and cancelled or paid and cancelled, there are monies remaining in the Debt Service Fund of the District or otherwise held in trust for the payment of redemption price of the Bonds of such Series, said monies shall be held in or returned or transferred to the Debt Service Fund of the District for payment of any outstanding Bonds of the District payable from said fund; provided, however, that if said monies are part of the proceeds of refunding bonds of the District, said monies shall be transferred to the fund created for the payment of principal of and interest on such bonds. If no such refunding bonds of the District are at such time outstanding, said monies shall be transferred to the general fund of the District as provided and permitted by law.

(h) Selection of Bonds for Redemption. The Paying Agent shall effect each mandatory redemption of the Bonds by redeeming pro rata from each registered Owner of a Bond to be redeemed, an amount of such Bonds determined by multiplying the principal amount of the Bonds to be redeemed on the applicable redemption date by a fraction, the numerator of which is the principal amount of the Bonds owned by such registered Owner and the denominator of which is the principal amount of the Bonds outstanding immediately prior to such date of redemption, and then rounding the product down to the next lower integral multiple of [\$40,000]. The Paying Agent will apply, to the extent possible, any remaining amount of proceeds to redeem such Bonds in Authorized Denominations and will select, by lot, the units to be redeemed from all such registered Owners, which selection shall be conclusive. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that the portion of any Bond to be redeemed shall be in Authorized Denominations and all Bonds to remain Outstanding after any redemption in part shall be in Authorized Denominations. The Tax Credit Certificates related to the Bonds called for redemption shall also be called for redemption.

(i) No Defeasance of Bonds. The Bonds shall not be subject to defeasance, and the District and the County may not pay or discharge all or any portion of the Bonds prior to their stated maturity dates, except pursuant to the extraordinary mandatory redemption provisions of Article IV hereof.

ARTICLE V

PAYMENT OF BONDS

Section 5.01 Establishment and Maintenance of Debt Service Fund. The Treasurer shall establish and maintain a separate fund herein referred to as the “West Contra Costa Unified School District General Obligation Bonds, Election of 2005 Debt Service Fund” or the “Debt Service Fund.” All taxes levied to pay Bonds shall be deposited in the Debt Service Fund as required by law. On or prior to the Business Day preceding the date any payment is due in respect of the Bonds, the County will transfer such monies as shall be lawfully available for the payment of the Bonds to the Paying Agent for deposit in the Bond Payment Fund in an amount sufficient to pay the principal of, interest, if any, and premium, if any, on all Bonds outstanding coming due on such payment date.

Section 5.02 Establishment and Application of Bond Payment Fund. The Paying Agent shall establish, maintain and hold in trust a separate fund designated as the “West Contra Costa Unified School District Qualified School Construction Bonds Bond Payment Fund” (the “Bond Payment Fund”). All amounts in the Bond Payment Fund shall be used and withdrawn by the Paying Agent solely for the purpose of paying principal of, interest, if any, and premium, if any, on the Bonds as it shall become due and payable. On or prior to the Business Day preceding the date any payment is due in respect of the Bonds, the County will cause such monies as shall be lawfully available for the payment of the Bonds to be transferred to the Paying Agent for deposit in the Bond Payment Fund sufficient to pay the principal of, interest, if any, and premium, if any, on all Bonds outstanding coming due on such payment date. In the event that the Paying Agent shall fail to receive an amount sufficient to equal the amount required to be deposited pursuant to this Section 5.02 by the close of business on the Business Day preceding a scheduled Bond Payment Date or Principal Payment Date, the Paying Agent shall promptly notify the County in writing of the amount of such insufficiency by fax or other electronic means of communication acceptable to the County, receipt of which by the County shall be confirmed by the Paying Agent. On the Business Day after each Bond Payment Date and Principal Payment Date, the Paying Agent shall transfer all amounts remaining in the Bond Payment Fund to the County. When and as paid in full, and following surrender thereof to the Paying Agent, all Bonds shall be cancelled by the Paying Agent, and thereafter they shall be destroyed.

Section 5.03 Rebate Fund. (a) Establishment. The Paying Agent shall establish a separate fund for a Series of Bonds designated the Rebate Fund. Absent an Opinion of Counsel that the status of a Series of Bonds as qualified tax credit bonds under section 54A of the Code will not be adversely affected, the District shall cause to be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to this Section and the Tax Certificate. All money at any time deposited in the Rebate Fund shall be held by the Paying Agent in trust for payment of the United States Treasury. All amounts on deposit in the Rebate Fund for a Series of Bonds shall be governed by this Section and the Tax Certificate for a Series of Bonds, unless and to the extent that the District delivers to the Paying Agent an Opinion of Counsel that the status of a Series of Bonds as qualified tax credit bonds under section 54A of the Code will not be adversely affected if such requirements are not satisfied. The Paying Agent shall be deemed conclusively to have complied with Provisions of this Section and the Tax Certificate if the Paying Agent follows the directions of the District and the Paying Agent shall have no independent responsibility to or liability resulting from failure of the Paying Agent to enforce compliance by the District with the Tax Certificate or the provisions of this Section.

(i) Annual Computation. Within 55 days of the end of each Bond Year (as such term is defined in the Tax Certificate, the District shall calculate or cause to be calculated the amount of rebatable arbitrage, in accordance with Section 148(f)(2) of the Code and Section 1.148-3 of the Treasury Regulations (taking into account any applicable exceptions with respect to the computation of the rebatable arbitrage, described, if applicable, in the Tax Certificate (e.g., the temporary investments exceptions of Section 148(f)(4)(B) and the construction expenditures exception of Section 148(f)(4)(c)(vii) of the Code (the 1 ½ % penalty), for this purpose treating the last day of the applicable Bond Year as a computation date, within the meaning of Section 1.148 -1(b) of the Treasury Regulations (the “Rebatable Arbitrage”). The District shall obtain expert advice as to the amount of the Rebatable Arbitrage to comply with this Section.

(ii) Annual Transfer. Within 55 days of the end of each Bond Year, upon the written Request of the District, an amount shall be deposited to the Rebate Fund by the Paying Agent from any Revenues legally available for such purpose (as specified by the District in the aforesaid written Request), if and to the extent required so that the balance in the Rebate Fund shall equal the amount of the Rebatable Arbitrage so calculated in accordance with (i) of this subsection (a). In the event that immediately following the transfer required by the previous sentence, the amount then on deposit to the credit of the Rebate Fund exceeds the amount required to be on deposit therein, upon written Request of the District, the Paying Agent shall withdraw the excess from the Rebate Fund and then transfer the excess to the District.

(iii) Payment to the Treasury. The Paying Agent shall pay, as directed by Request of the District to the United States Treasury, out of amounts in the Rebate Fund:

(A) Not later than 60 days after the end of: (X) the fifth Bond Year; and (Y) each applicable fifth Bond Year thereafter, an amount equal to at least 90% of the Rebatable Arbitrage calculated as of the end of such Bond Year; and

(B) Not later than 60 days after the payment of all of a Series of Bonds, in amount equal to 100% of the Rebatable Arbitrage calculated as of the end of such applicable Bond Year, and any income attributable to the Rebatable Arbitrage, computed in accordance with Section 148(f) of the Code and Section 1.148-3 of the Treasury Regulations.

In the event that, prior to the time of any payment required to be made from the Rebate Fund, the amount in the Rebate Fund is not sufficient to make such payment when such payment is due, the District shall calculate or cause to be calculated the amount of such deficiency and deposit an amount received from any legally available source equal to such deficiency prior to the time such payment is due. Each payment required to be made pursuant to this subsection (a) shall be made to the Internal Revenue Service Center, Ogden, Utah 84201 on or before the date on which such payment is due, and shall be accompanied by the Internal Revenue Service Form 8028-T, or shall be made in such other manner as provided under the Code.

(b) Disposition of Unexpended Funds. Any funds remaining in the Rebate Fund after redemption and payment of a Series of Bonds and any payments described in subsection (a) above being made may be withdrawn by the District and utilized in any manner by the District.

(c) Survival of Defeasance. Notwithstanding anything in this Section to the contrary, the obligation to comply with the requirements of this Section shall survive the defeasance or payment in full of a Series of Bonds.

ARTICLE VI

STRIPPING OF THE TAX CREDITS

Section 6.01 Tax Credit Stripping Permitted; Date; Denominations. (a) The District and the County have caused the Bonds to be issued in a form that permits the separation, under the Tax Credit Program, of the ownership of the Bonds from the entitlement of the Owner thereof to the related Tax Credits. At any time, the Owner of a Bond may, by written request to the Paying Agent in the form attached hereto as Appendix B, direct the Paying Agent to authenticate and deliver the Tax Credit Certificates separated from such Bond and endorse and renumber the Principal Component of such Bond.

(b) Upon the receipt of a request pursuant to Section 6.01 hereof, the Paying Agent shall (i) authenticate and deliver to the Owner so requesting, Series D-1 Bond Tax Credit Certificates in accordance with Section 6.02, in a notional amount equal to the principal amount of the related Series D-1 Bond, and (ii) contemporaneously with the delivery thereof, the Paying Agent shall (x) evidence the Principal Component by executing the legend, entitled "Principal Strip Legend," that appears on the Paying Agent's authentication page for such related Series D-1 Bond and (y) assign a new identification number to the Principal Component of such Series D-1 Bond that is distinct from the identification number for the original combined Series D-1 Bond. The Series D-1 Bonds Tax Credit Certificates shall be dated the date of the Series D-1 Bonds and shall represent an amount of Tax Credits based upon the notional amount and the applicable rate set forth therein.

(c) The Series D-1 Bonds Tax Credit Certificates shall be executed and delivered as fully registered Tax Credit Certificates, in notional amounts corresponding to Authorized Denominations, in an aggregate notional amount equal to the principal amount of the related Series D-1 Bonds.

Section 6.02 Form and Registration of Series D-1 Bonds Tax Credit Certificates. (a) The Series D-1 Bonds Tax Credit Certificates, the Paying Agent's certificate of authentication and registration, and the form of assignment to appear thereon shall be in substantially the form attached as Exhibit A of the Form of Tax Credit Bond in Appendix A of this Agreement, with necessary or appropriate variations, omissions and insertions as permitted or required by this Agreement. The Series D-1 Bonds Tax Credit Certificates shall be numbered in consecutive numerical order from TC-1 upwards.

(b) The Series D-1 Bonds Tax Credit Certificates, when executed and delivered, shall be Book-Entry Tax Credit Certificates, registered in the name of "Cede & Co.," as nominee of The Depository Trust Company, New York, New York, and shall be delivered initially upon exchange of the related Series D-1 Bond and thereafter be exchanged for one Tax Credit Certificate for each Tax Credit Allowance Date for the related Series D-1 Bonds, in the notional amount set forth in Section 6.01. The Depository Trust Company is hereby appointed depository for the Book-Entry Tax Credit Certificates and registered ownership of the Book-Entry Tax Credit Certificates may not thereafter be transferred except as provided in Sections 6.04 and 6.05 hereof.

Section 6.03 Execution and Authentication of Tax Credit Certificates. The Series D-1 Bonds Tax Credit Certificates shall be signed by the manual or facsimile signatures of the Chairman and of the Treasurer. The Series D-1 Bonds Tax Credit Certificates shall be authenticated by a manual signature of a duly authorized signatory of the Paying Agent.

Only such of the Series D-1 Bonds Tax Credit Certificates as shall bear thereon a certificate of authentication and registration in the form given in Exhibit A of the Form of Tax Credit Bond in Appendix A of this Agreement, executed by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Agreement, and such certificate of the Paying Agent shall be conclusive evidence that the Series D-1 Bonds Tax Credit Certificates so authenticated have been duly authenticated and delivered hereunder and are entitled to the benefits of this Agreement.

Section 6.04 Book-Entry System for Tax Credit Certificates. (a) Unless otherwise provided in a Supplemental Agreement establishing the terms and provisions of Tax Credit Certificates related to a Series of Bonds, the Tax Credit Certificates shall be initially executed and delivered and registered as provided in Section 6.02(b) hereof. Registered ownership of the Tax Credit Certificates, or any portion thereof, may not thereafter be transferred except:

(i) To any successor of Cede & Co., as nominee of The Depository Trust Company, or its nominee, or to any substitute depository designated pursuant to clause (ii) of this section (a “substitute depository”); provided, that any successor of Cede & Co., as nominee of The Depository Trust Company or substitute depository, shall be qualified under any applicable laws to provide the services proposed to be provided by it;

(ii) To any substitute depository not objected to by the District, upon (1) the resignation of The Depository Trust Company or its successor (or any substitute depository or its successor) from its functions as depository, or (2) a determination by the District to substitute another depository for The Depository Trust Company (or its successor) because The Depository Trust Company or its successor (or any substitute depository or its successor) is no longer able to carry out its functions as depository; provided, that any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(iii) To any person as provided below, upon (1) the resignation of The Depository Trust Company or its successor (or substitute depository or its successor) from its functions as depository, or (2) a determination by the District to remove The Depository Trust Company or its successor (or any substitute depository or its successor) from its functions as depository.

(b) In the case of any transfer pursuant to clause (i) or clause (ii) of subsection (a) hereof, upon receipt of the Tax Credit Certificates related to outstanding Bonds by the Paying Agent, together with a Written Request, a new Tax Credit Certificate for the same related Series of Bonds and maturity shall be executed and delivered pursuant to the procedures described in the third paragraph of Section 6.05 hereof in the aggregate principal amount of the Bonds then outstanding, registered in the name of such successor or such substitute depository, or their nominees, as the case may be, all as specified in such Written Request. In the case of any transfer pursuant to clause (iii) of subsection (a) hereof, upon receipt of the Tax Credit Certificates related to outstanding Bonds by the Paying Agent together with a Written Request, new Tax Credit Certificates related to such Bonds shall be executed and delivered in such denominations numbered in the manner determined by the Paying Agent and registered in the names of such persons as are requested in such Written Request, subject to the limitations of Section 6.01 and the receipt of such a Written Request, and thereafter, the Tax Credit Certificates related to such Bonds shall be transferred pursuant to the provisions set forth in Section 6.05 of this Agreement; provided, that the Paying Agent shall not be required to

deliver such new Tax Credit Certificates related to such Bonds within a period of fewer than sixty (60) days.

(c) The County, the District and the Paying Agent shall be entitled to treat the person in whose name any Tax Credit Certificate is registered as the Owner thereof, notwithstanding any notice to the contrary received by the Paying Agent, the District or the County, and the County, the District and the Paying Agent shall have no responsibility for communicating with, notifying, or otherwise dealing with any beneficial owners of the Tax Credit Certificates. Neither the County, the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to the beneficial owners or to any other party including The Depository Trust Company or its successor (or substitute depository or its successor), except as the owner of any Tax Credit Certificates.

(d) So long as the Tax Credit Certificates are registered in the name of Cede & Co. or its registered assigns, the County, the District and the Paying Agent shall cooperate with Cede & Co., as sole holder, or its registered assigns, in effecting payment of the redemption price, if any, of the Tax Credit Certificates by arranging for payment in such manner that funds for such payments are properly identified and are made immediately available (e.g., by wire transfer) on the date they are due.

(e) So long as the Tax Credit Certificates are registered in the name of Cede & Co. or its registered assigns, the Paying Agent shall provide notice to the Depository of the expiration of each Tax Credit Certificate, not less than forty-five (45) days prior to the Tax Credit Allowance Date for such Tax Credit Certificate, in the form included as Appendix C hereto.

Section 6.05 Transfer of Tax Credit Certificates that are not Book-Entry Tax Credit Certificates, or upon Termination of Book-Entry System. In the event that at any time the Tax Credit Certificates shall not be registered in the name of Cede & Co., either upon their original execution and authentication or as a result of the operation of Section 6.04 hereof, then the procedures contained in this Section 6.05 shall apply.

Any Tax Credit Certificate may, in accordance with its terms, be transferred upon the books required to be kept pursuant to the provisions of Section 6.07 hereof by the person in whose name it is registered, in person or by the duly authorized attorney of such person, upon surrender of such Tax Credit Certificate to the Paying Agent for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Paying Agent.

Whenever any Tax Credit Certificate or Tax Credit Certificates shall be surrendered for transfer, the designated District and County officials shall execute (as provided in Section 6.03 hereof) and the Paying Agent shall authenticate and deliver a new Tax Credit Certificate or Tax Credit Certificates for the same related Series of Bonds and maturity, and for a like aggregate notional amount. The Paying Agent shall require the payment by the Owner requesting any such transfer of any tax or other governmental charge required to be paid with respect to such transfer.

No transfer of Tax Credit Certificates shall be required to be made by the Paying Agent from the date on which notice of redemption is given for the related Series of Bonds to and including the specified Redemption Date or, with respect to a related Series of Bonds that bears current interest, during the period from any Record Date to the following Bond Payment Date.

Section 6.06 Exchange of Tax Credit Certificates. Tax Credit Certificates may be exchanged at the designated office of the Paying Agent, for a like aggregate notional amount of Tax Credit Certificates of other authorized denominations of the same related Series of Bonds, maturity and interest rate, if any. The Paying Agent shall require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange. If the related Bonds bear current interest, no exchange of Tax Credit Certificates shall be required to be made by the Paying Agent during the period from any Record Date to and including the following Bond Payment Date or, regardless of the interest borne by such Bonds, from the date on which notice of redemption is given to and including the specified Redemption Date.

Section 6.07 Tax Credit Certificate Register. (a) The Paying Agent will keep or cause to be kept, at its Principal Corporate Trust Office, sufficient books for the registration and transfer of the Tax Credit Certificates, which shall at all times be open to inspection by the District and the County, and, upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Tax Credit Certificates as hereinbefore provided.

(b) The District shall assign each Tax Credit Certificate authenticated and registered by it a distinctive letter or number, or letter and number.

Section 6.08 Mutilated, Destroyed, Stolen or Lost Tax Credit Certificates. In case any Tax Credit Certificate shall become mutilated, or shall be believed by the District, the County or the Paying Agent to have been destroyed, stolen or lost, upon proof of ownership satisfactory to the Paying Agent, and upon the surrender of such mutilated Tax Credit Certificate at the Principal Corporate Trust Office or upon the receipt of evidence satisfactory to the Paying Agent of such destruction, theft or loss, and upon receipt also of indemnity satisfactory to the District, the County and the Paying Agent, and upon payment by the Owner of all expenses incurred by the District, the County and the Paying Agent, the District and the County shall execute and the Paying Agent shall authenticate and deliver at said office a new Tax Credit Certificate or Tax Credit Certificates of the same maturity and for the same notional amount, of like tenor and date, bearing the same number or numbers, with such notations as the Paying Agent shall determine, in exchange and substitution for and upon cancellation of the mutilated Tax Credit Certificate, or in lieu of and in substitution for the Tax Credit Certificate so destroyed, stolen or lost.

If any such destroyed, stolen or lost Tax Credit Certificate shall have been called for redemption, payment of the amount due thereon may be made by the County or the Paying Agent upon receipt of like proof, indemnity and payment of expenses.

Any duplicate Tax Credit Certificates issued pursuant to this Section shall be entitled to equal and proportionate benefits with all other Tax Credit Certificates issued hereunder. The District, the County and the Paying Agent shall not be required to treat both the original Tax Credit Certificate and any duplicate Tax Credit Certificate as being Outstanding for the purpose of determining any percentage of Tax Credit Certificates Outstanding hereunder, but both the original and duplicate Tax Credit Certificate shall be treated as one and the same.

Section 6.09 Temporary Tax Credit Certificates. Until definitive Tax Credit Certificates shall be prepared, the District and the County may cause to be executed and delivered in lieu of such definitive Tax Credit Certificates and subject to the same provisions, limitations and conditions as are applicable in the case of definitive Tax Credit Certificates, one or more temporary typed, printed,

lithographed or engraved Tax Credit Certificates in fully registered form, as may be authorized by the County, substantially of the same tenor and, until exchange for definitive Tax Credit Certificates, entitled and subject to the same benefits and provisions of the District Resolution, the County Resolution and this Agreement as definitive Tax Credit Certificates. If the District and the County execute and deliver temporary Tax Credit Certificates they will execute and deliver definitive Tax Credit Certificates without unnecessary delay and thereupon the temporary Tax Credit Certificates shall be surrendered to the Paying Agent at the Principal Corporate Trust Office, without expense to the Owner in exchange for such definitive Tax Credit Certificates. All temporary Tax Credit Certificates so surrendered shall be cancelled by the Paying Agent and shall not be redelivered.

ARTICLE VII

COVENANTS OF THE DISTRICT AND THE COUNTY

Section 7.01 Obligation to Levy Taxes For Payment of Bonds; Sinking Fund Deposits.

(a) The money for the payment of principal, redemption price, and interest, if any, on the Bonds shall be raised by ad valorem taxation without limitation as to rate or amount (except with respect to certain personal property which is taxable at limited rates) upon all taxable property in the District, and provision shall be made for the levy and collection of such taxes in the manner provided by law, and the County shall cause such money to be transferred to the Paying Agent for payment of the Bonds as provided hereunder.

(b) The County shall, in each fiscal year set forth below, set aside from the tax levied pursuant to this Section 7.01(a) and the Authorization, an amount equal to that portion of the principal amount of the Series D-1 Bonds set forth below for deposit in a subaccount established within the Debt Service Fund for the accumulation of funds necessary to pay the Series D-1 Bonds at maturity.

Set-Aside Date	
(_____)	<u>Set-Aside Amount</u>
	\$

Section 7.02 Validity of Bonds. The recital contained in the Bonds that the same are regularly issued pursuant to all applicable laws shall be conclusive evidence of their validity and of compliance with the provisions of the law in their issuance.

Section 7.03 Further Assurances. The District and the County will promptly execute and deliver or cause to be executed and delivered all such other and further instruments, documents or assurances, and promptly do or cause to be done all such other and further things, as may be necessary or reasonably required in order to further and more fully vest in the Owners all rights, interest, powers, benefits, privileges and advantages conferred or intended to be conferred upon them by this Agreement.

Section 7.04 Tax Covenants of the District. (a) The District shall not take any action or inaction, or fail to take any action, or permit any action to be taken on its behalf or cause or permit any circumstances within its control to arise or continue, if such action or inaction would cause the Bonds to not be Qualified Tax Credit Bonds under Section 54A of the Code and Qualified School Construction Bonds under Section 54F of the Code. Without limiting the generality of the forgoing, the District shall comply with the instructions and requirements of the Tax Certificate, which is incorporated herein as if fully set forth herein. This covenant shall survive payment in full or defeasance of the Bonds.

(b) In the event that at any time the District is of the opinion that for purposes of this Section it is necessary or helpful to restrict or limit the yield on the investment of any moneys held by the County under the County Resolution, or held by the Paying Agent under this Agreement, the District shall so instruct the County or the Paying Agent, as applicable, in writing, and the County and the Paying Agent shall take such action as may be necessary in accordance with such instructions.

(c) Notwithstanding any provisions of this Section, if the District shall provide to the Paying Agent an opinion of Bond Counsel that any specified action required under this Section is no longer required or that some further or different action is required in order for the Bonds to be Qualified Tax Credit Bonds under Section 54A of the Code and Qualified School Construction Bonds under Section 54F of the Code, the Paying Agent may conclusively rely on such opinion in complying with the requirements of this Section, and the covenants hereunder shall be deemed to be modified to that extent.

Section 7.05 Tax Covenants of the County. (a) The County shall not take any action or inaction, or fail to take any action, or permit any action to be taken on its behalf or cause or permit any circumstances within its control to arise or continue, if such action or inaction would cause the Bonds to not be Qualified Tax Credit Bonds under Section 54A of the Code and Qualified School Construction Bonds under Section 54F of the Code. Without limiting the generality of the forgoing, the County shall comply with the instructions and requirements of the Tax Certificate, which is incorporated herein as if fully set forth herein. This covenant shall survive payment in full or defeasance of the Bonds.

(b) In the event that at any time the County is of the opinion that for purposes of this Section it is necessary or helpful to restrict or limit the yield on the investment of any moneys held by the Paying Agent under this Agreement, the County shall so instruct the Paying Agent, in writing, and the Paying Agent shall take such action as may be necessary in accordance with such instructions.

(c) Notwithstanding any provisions of this Section, if the District shall provide to the Paying Agent an opinion of Bond Counsel that any specified action required under this Section is no longer required or that some further or different action is required in order for the Bonds to be Qualified Tax Credit Bonds under Section 54A of the Code and Qualified School Construction Bonds under Section 54F of the Code, the Paying Agent may conclusively rely on such opinion in complying with the requirements of this Section, and the covenants hereunder shall be deemed to be modified to that extent.

Section 7.06 Continuing Disclosure Covenant. Upon the issuance of any Series of Bonds requiring an undertaking regarding continuing disclosure under 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 the Disclosure Dissemination Agent Agreement executed and delivered in connection with such Series of Bonds. Notwithstanding any other provision of this Agreement, failure of the District to comply with the Disclosure Dissemination Agent Agreement shall not be considered an event of default hereunder; provided that any Owner or Beneficial Owner (as defined below) may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this section. For purposes of this section, "Beneficial Owner" means any person which has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

ARTICLE VIII

THE PAYING AGENT

Section 8.01 Appointment; Acceptance. The Bank of New York Mellon Trust Company, N.A., is hereby appointed Paying Agent and hereby accepts and agrees to perform the duties and obligations of the Paying Agent, registrar and transfer agent specifically imposed upon it by this Agreement, and no implied duties shall be read into this Agreement against the Paying Agent.

Section 8.02 Resignation, Removal, Replacement of Paying Agent. The Paying Agent may at any time resign by giving written notice to the District of such resignation, whereupon the District shall promptly appoint a successor Paying Agent by the resignation date. Resignation of the Paying Agent will be effective forty-five (45) days after notice of the resignation is given as stated above or upon appointment of a successor Paying Agent, whichever first occurs. The District may at any time remove the Paying Agent and any successor Paying Agent by an instrument given in writing. After removal or receiving a notice of resignation of the Paying Agent, the District may appoint a temporary Paying Agent or temporarily assume the duties of the Paying Agent to replace the former Paying Agent until the District appoints a successor Paying Agent. Any such temporary Paying Agent so appointed by the District shall immediately and without further act be superseded by the successor Paying Agent upon the appointment of and acceptance thereof by such successor.

The Paying Agent is hereby authorized to pay or redeem the Bonds when duly presented for payment at maturity, or on prior redemption, and to cancel all Bonds upon payment thereof. The Paying Agent shall keep accurate records of all funds administered by it and of all Bonds paid and discharged.

Any Paying Agent appointed under the provisions of this Section in succession to the Paying Agent shall be a trust company, bank or corporation having the powers of a trust company having (or, if such trust company, bank or corporation is a member of a bank holding company system, the related bank holding company shall have) a combined capital and surplus of at least seventy-five million dollars (\$75,000,000), in good standing and subject to supervision or examination by federal or state authority. If such bank or trust company, corporation or bank holding company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purpose of this paragraph the combined capital and surplus of such bank, trust company or corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. In case at any time the Paying Agent shall cease to be eligible in accordance with the provisions of this paragraph, the Paying Agent shall resign immediately in the manner and with the effect specified in this Section.

Section 8.03 Accounting Records. The Paying Agent shall keep proper books of record and accounts containing complete and correct entries of all transactions relating to the receipt, investment, disbursement, allocation and application of the moneys related to the Bonds, including moneys derived from or to be used to make payments on the Bonds. Such records shall specify the account or fund to which each investment (or portion thereof) held by the Paying Agent is to be allocated and shall set forth, in the case of each investment security, (a) its purchase price, (b) identifying information, including par amount, coupon rate, and payment dates, (c) the amount received at maturity or its sale price, as the case may be, including accrued interest, (d) the amounts and dates of any payments made with respect thereto, and (e) the dates of acquisition and disposition or maturity. Such books of record and account shall be available for inspection by the District during the Paying Agent's normal business hours and under reasonable circumstances.

Section 8.04 Merger or Consolidation. Any company or bank into which the Paying Agent may be merged or converted or with which it may be consolidated or any company or bank resulting from any merger, conversion or consolidation to which it shall be a party or any company or bank to which the Paying Agent may sell or transfer all or substantially all of its corporate trust business, provided such company or bank shall be eligible under Section 7.01, shall be the successor to such Paying Agent without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

Section 8.05 Protection of Paying Agent. The Paying Agent hereby agrees, provided sufficient immediately available funds have been provided to it for such purpose by or on behalf of the District, to use the funds deposited with it hereunder in the Bond Payment Fund solely for payment of the principal of and interest on the Bonds as the same shall become due or become subject to earlier redemption. The Paying Agent shall not be responsible for: (i) the application or handling by the District of any moneys transferred to or pursuant to any Request or Requisition of the District in accordance with the terms and conditions hereof; (ii) any error or omission by the District in making any computation or giving any instruction pursuant to Section 5.03 hereof, or (iii) the construction, operation or maintenance of the Project by the District. The Paying Agent shall have no responsibility with respect to any information, statement, or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds.

Section 8.06 Reliance on Documents, Etc.

(a) The Paying Agent may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Paying Agent by the District.

(b) The Paying Agent shall not be liable for any error of judgment made in good faith. The Paying Agent shall not be liable for other than its gross negligence or willful misconduct in connection with any act or omission hereunder.

(c) No provision of this Agreement shall require the Paying Agent to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

(d) The Paying Agent may rely, or be protected in acting or refraining from acting, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent,

order, facsimile transmission, electronic mail, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Paying Agent need not examine the ownership of any Bond, but is protected in acting upon receipt of Bonds containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Owner or agent of the Owner.

(e) The Paying Agent may consult with counsel, and the advice of such counsel or any Opinion of Counsel shall be full authorization and protection with respect to any action taken, suffered or omitted by it hereunder in good faith and reliance thereon.

(f) The Paying Agent may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys and shall not be responsible for the acts or omissions of such agents or attorneys appointed by it with due care.

(g) The Paying Agent shall not be considered in breach of or in default in its obligations hereunder or progress in respect thereto in the event of enforced delay (“unavoidable delay”) in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, Acts of God or of the public enemy or terrorists, acts of a government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, earthquakes, explosion, mob violence, riot, inability to procure or general sabotage or rationing of labor, equipment, facilities, sources of energy, material or supplies in the open market, litigation or arbitration involving a party or others relating to zoning or other governmental action or inaction pertaining to the project, malicious mischief, condemnation, and unusually severe weather or delays of suppliers or subcontractors due to such causes or any similar event and/or occurrences beyond the control of the Paying Agent.

(h) The Paying Agent shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, entitlement order, approval or other paper or document. Anything in this Agreement to the contrary notwithstanding, in no event shall the Paying Agent be liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Paying Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

(i) The Paying Agent agrees to accept and act upon instructions or directions pursuant to this Agreement sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that, the Paying Agent shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the District or the County elects to give the Paying Agent e-mail or facsimile instructions (or instructions by a similar electronic method) and the Paying Agent in its discretion elects to act upon such instructions, the Paying Agent’s understanding of such instructions shall be deemed controlling. The Paying Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Paying Agent’s reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The District and the County agree to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Paying Agent, including without limitation the risk of the Paying Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Section 8.07 Recitals of District. The recitals contained herein and in the Bonds shall be taken as the statements of the District, and the Paying Agent assumes no responsibility for their correctness.

Section 8.08 Paying Agent May Own Bonds. The Paying Agent, in its individual or any other capacity, may become the owner or pledgee of Bonds with the same rights it would have if it were not the Paying Agent for the Bonds.

Section 8.09 Investment of Funds and Accounts; Money Held by Paying Agent; Unclaimed Monies. All moneys in any of the funds and accounts held by the Paying Agent and established pursuant to this Agreement shall be invested solely in Investment Securities pursuant to a Written Request of the District. All Investment Securities shall, as directed by the District in writing, be acquired subject to the limitations set forth in Section 6.04, the limitations as to maturities hereinafter in this Section set forth and such additional limitations or requirements consistent with the foregoing as may be established by Written Request and not inconsistent with the duties of the Paying Agent hereunder. If and to the extent the Paying Agent does not receive investment instructions from the District with respect to the moneys in the funds and accounts held by the Paying Agent pursuant to this Agreement, such moneys shall be held uninvested and the Paying Agent shall thereupon immediately request written investment instructions from the District for such moneys.

Moneys in the funds and accounts created hereunder shall be invested in Investment Securities maturing or available on demand not later than the date on which it is estimated that such moneys will be required by the Paying Agent.

All interest, profits and other income received from the investment of moneys in any fund or account shall remain in that fund or account, unless the District shall direct that such earnings be transferred to the Rebate Fund. All interest, profits and other income received from the investment of moneys in the Rebate Fund shall be retained in the Rebate Fund, except as provided in Section 6.04.

The Paying Agent may not commingle any of the funds or accounts established pursuant to this Agreement, and all funds or accounts held by the Paying Agent hereunder shall be accounted for separately as required by this Agreement. The Paying Agent or any of its affiliates may act as principal or agent in the making or disposing of any investment and, with the prior written consent of the District, may impose its customary charge therefor. The Paying Agent may, upon consultation with the District, sell or present for redemption, any Investment Securities so purchased whenever it shall be necessary to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund or account to which such Investment Security is credited, and the Paying Agent shall not be liable or responsible for any loss resulting from such investment or redemption.

The Paying Agent shall also provide to the District, in accordance with a Written Request of the District, with respect to each Investment Security such documentation as is reasonably available to the Paying Agent and is required by the Code or other applicable law to be obtained by the District as evidence to establish that each investment has been acquired and disposed of on an established market in arm's-length transactions at a price equal to its fair market value and with no amounts having been paid to reduce the yield on the investments, or shall be United States Treasury Obligations-State and Local Government Series as set forth in the Tax Certificate. The District acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grants the District the right to receive brokerage confirmations of security

transactions as they occur at no additional cost, the District specifically waives receipt of such confirmations to the extent permitted by law. The Paying Agent will furnish the District monthly cash transaction statements which include detail for all investment transactions made by the Paying Agent hereunder and all account balances held by the Paying Agent.

Any money held in any fund created pursuant to this Agreement, or held by the Paying Agent in trust, for the payment of the principal of, redemption premium, if any, or interest on the Bonds and remaining unclaimed for two years (subject to applicable escheat law) after the principal of all of the Bonds has become due and payable (whether by maturity or upon prior redemption), during which period the Paying Agent shall hold such funds without liability for interest, shall be transferred and applied to the payment of any outstanding general obligation bonds of the District; or, if no such general obligation bonds of the District are at such time outstanding, said monies shall be transferred to the general fund of the District as provided and permitted by law.

Section 8.10 Other Transactions. The Paying Agent may engage in or be interested in any financial or other transaction with the District.

Section 8.11 Interpleader. The Paying Agent may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in a court of competent jurisdiction. The Paying Agent has the right to file an action in interpleader in any court of competent jurisdiction to determine the rights of any person claiming any interest herein.

Section 8.12 Payment; Indemnification. The District shall pay the reasonable fees and expenses of the Paying Agent (including reasonable fees and disbursements of its counsel and other agents) incurred in and about the performance of its powers and duties under this Agreement. The District, to the extent permitted by law, shall indemnify the Paying Agent, its officers, directors, employees, and agents ("Indemnified Parties") for, and hold them harmless against any loss, cost, claim, liability or expense arising out of or in connection with the Paying Agent's acceptance or administration of the Paying Agent's duties hereunder or under the Bonds (except any loss, liability or expense to be attributable to the Paying Agent's gross negligence or willful misconduct), including without limitation the cost and expense (including its counsel fees and disbursements, including the allocated costs and disbursements of internal counsel) of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement. The provisions of this Section 7.10 shall survive termination of this Agreement and shall continue for the benefit of any Paying Agent after its resignation or removal as Paying Agent hereunder.

ARTICLE IX

MISCELLANEOUS

Section 9.01 Amendment, Modification, Waiver. This Agreement may be supplemented by a Supplemental Agreement to provide for issuance of an additional Series of Bonds pursuant to the provisions set forth in Section 3.04. This Agreement may also be amended by a Supplemental Agreement executed by the parties hereto, provided, that no amendment, modification or waiver of any provision of this Agreement nor consent to any departure by the parties hereto shall in any event be effective unless the same shall be in writing and signed by such parties, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

Section 9.02 Notices. Unless otherwise specified herein, all notices, statements, orders, requests or other communications hereunder by any party to another shall be in writing and shall be sufficiently given and served upon the other party if delivered personally or if mailed by United States registered or certified mail, return receipt requested, postage prepaid, or if given by fax, electronically, or other means of written communication and confirmed by mail:

If to the District:	West Contra Costa Unified School District 1108 Bissell Avenue Richmond, CA 94801-3135 Attn: District
If to the County:	Treasurer-Tax Collector Contra Costa County Finance Building, Ste 100 625 Court Street Martinez, CA 94553
If to the Paying Agent:	The Bank of New York Mellon Trust Company, N.A. Los Angeles, CA Attn: Corporate Trust Services
If to the Depository:	The Depository Trust Company Electronic only: redemptionnotification@dtcc.com

Section 9.03 Governing Law; Procedure in Case of Default. This Agreement shall be construed and governed in accordance with the laws of the State of California. The procedure to be used in case of default shall be in accordance with the laws of the State of California.

Section 9.04 Counterparts. This Agreement may be signed in several counterparts, each of which will constitute an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their officers duly authorized as of the date first written above.

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

By _____
Authorized Officer

TREASURER-TAX COLLECTOR OF THE COUNTY OF CONTRA COSTA, CALIFORNIA

By _____
Authorized Officer

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Paying Agent

By _____
Authorized Officer

APPENDIX A

[FORM OF TAX CREDIT BOND]

Number R- _____	UNITED STATES OF AMERICA STATE OF CALIFORNIA COUNTY OF CONTRA COSTA	Maturity Value \$ _____
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WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
GENERAL OBLIGATION BONDS, ELECTION OF 2005, SERIES _____,
QUALIFIED SCHOOL CONSTRUCTION BOND
(TAX CREDIT BOND)

THE WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT AND THE
COUNTY OF CONTRA COSTA HAVE DESIGNATED THIS BOND AS
A QUALIFIED SCHOOL CONSTRUCTION BOND WITHIN THE
MEANING OF SECTION 54F OF THE INTERNAL REVENUE CODE OF
1986, AS AMENDED.

<u>Maturity Date</u> _____, ____	<u>Tax Credit Rate</u> _____%	<u>Date as of</u> _____, 2009	<u>CUSIP No.</u> _____
-------------------------------------	----------------------------------	----------------------------------	---------------------------

Registered Owner: Cede & Co.
Principal Sum: _____ DOLLARS

On behalf of the West Contra Costa Unified School District, County of Contra Costa, State of California (herein called the "District"), the County of Contra Costa (the "County") hereby acknowledges itself obligated to and promises to pay, but only from taxes collected by the County for such purpose pursuant to Section 15250 of the Education Code of the State of California, to the registered owner identified above or registered assigns, on the maturity date set forth above, the principal sum specified above (the "Principal Component" or "Maturity Value") in lawful money of the United States of America. This Bond shall not bear interest. This Bond is a Tax Credit Bond issued as a "Qualified School Construction Bond" as defined in Section 54F of the Internal Revenue Code of 1986, as amended (the "Code") and is composed of the Principal Component and Tax Credit components evidenced by the tax credit certificate (the "Tax Credit Certificate") attached hereto as Exhibit A, the ownership of which may be separated from the Principal Component. So long as the ownership of the Tax Credit component of this Bond has not been separated from the ownership of the Principal Component of this Bond, the owner of this Bond may be eligible to receive tax credits determined based on the Tax Credit Rate set forth above in accordance with Section 54A of the Code as described in the Tax Credit Certificate.

The principal hereof is payable to the registered owner hereof upon the surrender hereof at the designated corporate trust office of The Bank of New York Mellon Trust Company, N.A. as the initial paying agent, registrar and transfer agent of the District (herein called the "Paying Agent"), appointed pursuant to a Paying Agent and Transfer Agent Agreement, dated as of December 1, 2009 (the "Paying Agent Agreement") by and among the District, the County and the Paying Agent. So long as Cede & Co. or its registered assigns shall be the registered owner of this Bond, payment shall be made by wire transfer through The Depository Trust Company ("DTC") as provided in the Paying Agent Agreement.

This Bond is one of a duly authorized issue of bonds of like tenor (except for such variations, if any, as may be required to designate varying series, numbers, denominations, interest rates, interest payment modes, maturities and redemption provisions), amounting in the aggregate to \$ _____ and designated as "West Contra Costa Unified School District General Obligation Bonds, Election of 2005, Series D-1, Qualified School Construction Bonds (Tax Credit Bonds)" (the "Bonds"). The Authorization that authorized the issuance of \$400,000,000 of bonds of the District, including the Bonds, was approved by a vote of at least 55% of the voters voting at an election duly and legally called, held and conducted in the District on November 8, 2005. The Bonds are issued and sold by the Board of Supervisors of the County of Contra Costa, State of California, pursuant to and in strict conformity with the provisions of the Constitution and laws of said State, a resolution (herein called the "Resolution") adopted by said Board of Supervisors on _____, 2009, the Paying Agent Agreement and a Purchase Contract executed by the District, the County and the underwriters of the Bonds on _____, 2009.

The Bonds are issuable as fully registered bonds without coupons in the denomination of \$40,000 principal amount or any integral multiple thereof, provided that no Bond shall have principal maturing on more than one principal maturity date. Subject to the limitations and conditions and upon payment of the charges, if any, as provided in the Paying Agent Agreement, Bonds may be exchanged for a like aggregate principal amount of Bonds of the same series, tenor, and maturity of other Authorized Denominations.

This Bond is transferable by the registered owner hereof, in person or by attorney duly authorized in writing, at the designated corporate trust office of the Paying Agent, but only in the manner, subject to the limitations and upon payment of the charges provided in the Paying Agent Agreement, and upon surrender and cancellation of this Bond. Upon such transfer, a new Bond or Bonds of Authorized Denominations of the same series, tenor, maturity and same aggregate principal amount will be issued to the transferee in exchange herefor.

The County, the District and the Paying Agent may treat the registered owner hereof as the absolute owner hereof for all purposes, and the County, the District and the Paying Agent shall not be affected by any notice to the contrary.

The Bonds are not subject to optional or mandatory sinking fund redemption prior to maturity.

The Bonds shall be subject to extraordinary mandatory redemption, in whole or in part, on _____, _____, or, in the event of an extension negotiated with the Internal Revenue Service, on a Tax Credit Allowance Date that occurs on or before _____, _____, in authorized denominations, at a redemption price equal to the principal amount of the Bonds called for redemption, in an amount equal to unexpended proceeds of the sale of the Bonds held by the District, but only to the extent that the District fails to expend all of the proceeds of the Bonds within three years of issuance thereof and no extension of the period for expenditure has been granted by the Internal Revenue Service.

Upon a Determination of Loss of Qualified School Construction Bond Status, the Series D-1 Bonds shall be subject to extraordinary mandatory redemption prior to their fixed maturity date, in whole on the date designated by the District, which date shall be a date on or prior to the January 15 following the next succeeding _____ after such Determination of Loss of Qualified School Construction Bond Status, at a redemption price equal to (i) the principal amount of the

Bonds called for redemption, plus (ii) the Redemption Premium, plus (iii) accrued interest on the principal amount of the Bonds called for redemption (calculated at the Tax Credit Rate) from the Tax Credit Allowance Date immediately preceding the Redemption Date to the date of redemption.

In addition, in the event that any Tax Credits recognized prior to the date of redemption are determined to be ineligible as Tax Credits as a result of the Determination of Loss of Qualified School Construction Bond Status, the redemption price shall include an additional amount payable to the owners, as of the applicable Tax Credit Allowance Dates, of the Tax Credit Certificates for such Tax Credits equal to the amount of such Tax Credits, plus interest thereon from the applicable Tax Credit Allowance Date to the date of redemption, at a rate equal to the large corporate underpayment rate determined from time to time by the Internal Revenue Service.

In the event that the ownership of the Tax Credit Certificates has been separated from the ownership of the Bonds and registered separately pursuant to the Paying Agent Agreement, the Tax Credit Certificates related to the redeemed Bonds shall be called for redemption in the same manner as the Bonds, and the redemption price shall be allocated to the Principal Components of the Bonds and the Tax Credit Certificates in the proportions set forth in the Table of Redemption Values for Tax Credits and Principal Strips attached hereto as Schedule I.

In reliance upon the representations, certifications and declarations of the District, the Board of Supervisors hereby certifies and declares that the total amount of indebtedness of the District, including the amount of this Bond, is within the limit provided by law; that all acts, conditions and things required by law to be done or performed precedent to and in the issuance of this Bond have been done and performed in strict conformity with the laws authorizing the issuance of this Bond; and that this Bond is in substantially the form prescribed by order of the Board of Supervisors duly made and entered on its minutes. The Bonds represent an obligation of the District payable out of the Debt Service Fund of the District, and the money for the payment of principal of, premium, if any, and redemption price hereof, shall be raised by taxation upon the taxable property of the District.

This bond shall not be entitled to any benefit under the Resolution, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon endorsed shall have been signed by the Paying Agent.

IN WITNESS WHEREOF the Board of Supervisors of the County of Contra Costa has caused this WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT GENERAL OBLIGATION BONDS, ELECTION OF 2005, SERIES ____, QUALIFIED SCHOOL CONSTRUCTION BOND (TAX CREDIT BOND), to be signed by its Chair and by the Treasurer-Tax Collector of the County, and to be countersigned by the Clerk of said Board, as of the date set forth above.

[specimen-not for signature]
Chairman of the Board of Supervisors
County of Contra Costa

[specimen-not for signature]
Treasurer-Tax Collector
County of Contra Costa

[specimen-not for signature]
Executive Officer-Clerk
of the Board of Supervisors

PAYING AGENT'S CERTIFICATE OF AUTHENTICATION
AND REGISTRATION

This is one of the WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT GENERAL OBLIGATION BONDS, ELECTION OF 2005, SERIES ____, QUALIFIED SCHOOL CONSTRUCTION BOND (TAX CREDIT BOND), described in the within-mentioned Resolution and Paying Agent Agreement and authenticated and registered on _____, 2009.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Paying Agent/Registrar and
Transfer Agent

[specimen-not for signature]

Authorized Officer

DTC LEGEND

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

PRINCIPAL STRIP LEGEND

If the ownership of the Principal Component of this Bond is separated from the ownership of the related Tax Credit Certificates the following legend shall be applied to this Bond to evidence that it is a Principal Strip and a new identification number shall be applied to the resulting Principal Strip that is distinct from the identifying number for the original Bond.

[This is a PRINCIPAL COMPONENT ONLY of one of the WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT GENERAL OBLIGATION BONDS, ELECTION OF 2005, SERIES ____, QUALIFIED SCHOOL CONSTRUCTION BOND (TAX CREDIT BOND), described in the within-mentioned Resolution and Paying Agent Agreement and the registered owner of this Principal Strip is not entitled to the related Tax Credits associated with the Bond or the payment of any redemption price allocable to the Tax Credit Certificates related to the Bond of which this is the Principal Component only. The undersigned has duly authenticated and registered this Principal Strip on _____.]

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Paying Agent/Registrar and
Transfer Agent

[specimen-not for signature]

Authorized Officer

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

(Please print or typewrite name, address and social security or other identifying number of Transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution.

NOTICE: The signature to this assignment must correspond with the name as it appears upon the within Bond in every particular, without alteration or enlargement or any change whatsoever.

EXHIBIT A

Certificate Number UNITED STATES OF AMERICA Notional Amount
 TC-____ STATE OF CALIFORNIA \$ _____
COUNTY OF CONTRA COSTA

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
 GENERAL OBLIGATION BONDS, ELECTION OF 2005, SERIES _____,
 QUALIFIED SCHOOL CONSTRUCTION BOND
 (TAX CREDIT BOND)

<u>Sale Date of</u> <u>Related Bonds</u>	<u>Issuance Date of</u> <u>Related Bonds</u>	<u>Maturity Date of</u> <u>Related Bonds</u>	<u>Applicable</u> <u>Tax Credit Rate</u>	<u>CUSIP No. of</u> <u>Related Bonds</u>
_____, ____	_____, ____	_____, ____	_____ %	_____

Tax Credit Allowance Date	CUSIP No. (if stripped from Related Bonds Base: _____)	Tax Credit Allowance Date	CUSIP No. (if stripped from Related Bonds Base: _____)	Tax Credit Allowance Date	CUSIP No. (if stripped from Related Bonds Base: _____)	Tax Credit Allowance Date	CUSIP No. (if stripped from Related Bonds Base: _____)

Dated: _____, 2009

Registered Owner: Cede & Co.

Notional Amount of this Certificate: _____ DOLLARS

This certificate evidences the entitlement of the registered owner identified above or registered assigns to the credit (the “Tax Credit”), under Section 54A of the Internal Revenue Code of 1986, as amended (the “Code”), against the tax imposed by Chapter 1 of the Code (“Chapter 1”), with respect to the West Contra Costa Unified School District General Obligation Bonds, Election of 2005, Series D-1, Qualified School Construction Bonds (Tax Credit Bonds) (the “Related Bonds”), designated as qualified school construction bonds pursuant to Section 54F of the Code by the West Contra Costa Unified School District, County of Contra Costa, State of California (the “District”) and the County of Contra Costa, California (the “County,” and together with the District, the “Issuer”). This certificate evidences the Tax Credit component of the Related Bonds and the obligation of the District to maintain the status of the Related Bonds as qualified school construction bonds under the Code.

“Tax Credit Allowance Date” means each March 15, June 15, September 15, and December 15, beginning on the date of issuance of the Related Bonds and ending on the maturity date thereof or such of those dates as are specified in the table on the cover page of this Tax Credit Certificate.

The holder hereof on the Tax Credit Allowance Dates specified above shall be allowed a credit against the tax imposed by Chapter 1 in an amount equal to twenty five percent (25%) of the annual credit determined with respect to the Related Bonds, being the product of: (1) the applicable tax credit rate set forth above (the "Applicable Rate"), and (2) the outstanding face amount of the Related Bonds (the "Notional Amount").

This certificate is executed and delivered in conjunction with and as a component part of the Related Bonds and, together with other similar certificates relating to the Bonds, designated as "Certificates Evidencing Tax Credit Entitlement related to the West Contra Costa Unified School District General Obligation Bonds, Election of 2005, Series D-1, Qualified School Construction Bonds (Tax Credit Bonds)" (the "Tax Credit Certificates"). The Authorization that authorized the issuance of \$400,000,000 of bonds of the District, including the Related Bonds, was authorized by a vote of at least 55% of the voters voting at an election duly and legally called, held and conducted in the District on November 8, 2005. The Certificates are executed and delivered by the Board of Supervisors of the County and the Board of Education, pursuant to and in strict conformity with the provisions of the Constitution and laws of said State, a resolution of the Board of Education, adopted on November 4, 2009, and a resolution (herein called the "Resolution") adopted by the Board of Supervisors of the County on _____, _____, and subject to the more particular terms specified in a Purchase Contract, executed by the District, the County and the underwriters of the Related Bonds on _____, 2009, and the Paying Agent and Transfer Agent Agreement, dated as of December 1, 2009 (the "Paying Agent Agreement"), by and among the District, the County and The Bank of New York Mellon Trust Company, N.A., as the initial paying agent, registrar and transfer agent of the District (herein called the "Paying Agent").

The Tax Credit Certificates are subject to registration, transfer and exchange as provided in and subject to the terms and provisions of the Paying Agent Agreement.

The Related Bonds shall be subject to extraordinary mandatory redemption, in whole or in part, on [_____, _____], or, in the event of an extension negotiated with the Internal Revenue Service, on a Tax Credit Allowance Date that occurs on or before [_____, _____], in authorized denominations, at a redemption price equal to the principal amount of the Bonds called for redemption, in an amount equal to unexpended proceeds of the sale of the Related Bonds held by the District, but only to the extent that the District fails to expend all of the proceeds of the Related Bonds within three years of issuance thereof and no extension of the period for expenditure has been granted by the Internal Revenue Service.

Upon a Determination of Loss of Qualified School Construction Bond Status, the Related Bonds shall be subject to extraordinary mandatory redemption prior to their fixed maturity date, in whole on the date designated by the District, which date shall be a date on or prior to the [_____] following the next succeeding [_____] after such Determination of Loss of Qualified School Construction Bond Status, at a redemption price equal to (i) the principal amount of the Related Bonds called for redemption, plus (ii) the Redemption Premium, plus (iii) accrued interest on the principal amount of the Related Bonds called for redemption (calculated at the Tax Credit Rate) from the Tax Credit Allowance Date immediately preceding the Redemption Date to the date of redemption.

In addition, in the event that any Tax Credits recognized prior to the date of redemption are determined to be ineligible as Tax Credits as a result of the Determination of Loss of Qualified School Construction Bond Status, the redemption price shall include an additional amount payable to

the owners, as of the applicable Tax Credit Allowance Dates, of the Tax Credit Certificates for such Tax Credits equal to the amount of such Tax Credits, plus interest thereon from the applicable Tax Credit Allowance Date to the date of redemption, at a rate equal to the large corporate underpayment rate determined from time to time by the Internal Revenue Service.

In the event that the ownership of the Tax Credit Certificates has been separated from the ownership of the Related Bonds and registered separately pursuant to the Paying Agent Agreement, the Tax Credit Certificates related to the redeemed Related Bonds shall be called for redemption in the same manner as the Related Bonds, and the redemption price shall be allocated to the Principal Components of the Related Bonds and the Tax Credit Certificates in the proportions set forth in the Table of Redemption Values for Tax Credits and Principal Strips attached hereto as Schedule I.

The District and the County hereby certify and declare that all acts, conditions and things required by law to be done or performed precedent to and in the execution and delivery of this Tax Credit Certificate have been done and performed in strict conformity with the laws authorizing the execution and delivery of this Tax Credit Certificate; and that this Tax Credit Certificate is in substantially the form prescribed by order of the Board of Supervisors duly made and entered on its minutes.

The District shall not take any action or inaction, or fail to take any action, or permit any action to be taken on its behalf or cause or permit any circumstances within its control to arise or continue, if such action or inaction would cause the Related Bonds to not be qualified school construction bonds under Section 54F of the Code. Without limiting the generality of the forgoing, the Issuer shall comply with the instructions and requirements of the Tax Certificate of the District (the "Tax Certificate"). Notwithstanding any provisions of this paragraph, if the District shall provide to the County an opinion of Bond Counsel that any specified action required under the Tax Certificate is no longer required or that some further or different action is required in order for the Related Bonds to be qualified school construction bonds under Section 54F of the Code, the County may conclusively rely on such opinion in complying with the requirements of this paragraph and of the Tax Certificate, and the covenants hereunder shall be deemed to be modified to that extent.

This Certificate shall not be entitled to any benefit or be valid for any purpose unless signed by manual or facsimile signature of an authorized signatory of the County and an authorized signatory of the District and authenticated by the manual signature of a duly authorized officer of the Paying Agent.

IN WITNESS WHEREOF the Board of Supervisors of the County of Contra Costa has caused this CERTIFICATE EVIDENCING TAX CREDIT ENTITLEMENT RELATED TO THE WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT GENERAL OBLIGATION BONDS, ELECTION OF 2005, SERIES ____, QUALIFIED SCHOOL CONSTRUCTION BOND (TAX CREDIT BOND), to be signed by the Treasurer-Tax Collector of the County and the Superintendent as of the date set forth above.

[specimen-not for signature]

Treasurer-Tax Collector
County of Contra Costa

[specimen-not for signature]

Superintendent
West Contra Costa Unified School District

PAYING AGENT'S CERTIFICATE OF AUTHENTICATION
AND REGISTRATION

This is one of the CERTIFICATES EVIDENCING TAX CREDIT ENTITLEMENT RELATED TO THE WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT GENERAL OBLIGATION BONDS, ELECTION OF 2005, SERIES D-1, QUALIFIED SCHOOL CONSTRUCTION BOND (TAX CREDIT BOND), described in the within-mentioned Resolution and Paying Agent Agreement and authenticated and registered on December 1, 2009.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Paying Agent/Registrar and
Transfer Agent

[specimen-not for signature]

Authorized Officer

DTC LEGEND

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

SCHEDULE I

TABLE OF REDEMPTION VALUES FOR TAX CREDITS AND PRINCIPAL STRIPS

APPENDIX B

FORM OF TAX CREDIT STRIP REQUEST

To: [via email] _____@bnymellon.com

Re: Certificates Evidencing Tax Credit Entitlement related to the West Contra Costa Unified School District General Obligation Bonds, Election of 2005, Series _____, Qualified School Construction Bonds (Tax Credit Bonds)

The undersigned, _____, hereby certifies as follows:

1. I am the Registered Owner of (or, with respect to Book-Entry Bonds, the DTC Participant for) West Contra Costa Unified School District General Obligation Bonds, Election of 2005, Series D-1, Qualified School Construction Bonds (Tax Credit Bonds) (the "Bonds"), in the principal amount set forth in the attached Schedule I hereto.

2. Pursuant to the provisions Article VI of that certain Paying Agent and Transfer Agent Agreement, dated as of _____ 1, 2009 (the "Agreement"), among West Contra Costa Unified School District, the County of Contra Costa, California, and The Bank of New York Mellon Trust Company, N.A., as paying and transfer agent (the "Paying Agent"), I hereby request the separation of the Tax Credit Certificates from the Bonds identified in Paragraph 1 above and direct the Paying Agent to take such necessary action in connection therewith as set forth in Article VI of the Agreement.

Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement. The form of this Tax Credit Strip Request may be modified or amended in the sole discretion of the Paying Agent.

Dated: _____.

By: _____

SCHEDULE I

IDENTIFICATION OF TAX CREDIT BONDS TO BE STRIPPED

Withdrawal:
Original CUSIP

Amount (dollars):

Participation Number:

Deposits:
Strip CUSIP

TAX Credit Strips

APPENDIX C

FORM OF TAX CREDIT CERTIFICATE EXPIRATION NOTICE TO DTC

To: The Depository Trust Company – via email only to: redemptionnotification@dtcc.com

Re: Certificates Evidencing Tax Credit Entitlement related to the West Contra Costa Unified School District General Obligation Bonds, Election of 2005, Series D-1, Qualified School Construction Bonds (Tax Credit Bonds)

Expiration/Total Redemption:

NOTICE IS HEREBY GIVEN that the amounts of Tax Credit Certificates identified below by the CUSIP number shall expire on _____ 15, 20__, the applicable Tax Credit Allowance Date, in full with no value.

<u>Expiration Date</u>	<u>Price:</u>	<u>Rate:</u>	<u>Amount:</u>	<u>CUSIP</u>
_____ 15, 20__	ZERO	ZERO	ZERO	_____

For purposes of DTC records, the expiration of the Tax Credit Certificates is considered a redemption of the securities, and the Tax Credit Certificates identified herein are being called for redemption at no principal amount or accrued interest. On the expiration date the position in this CUSIP must be cancelled. No further Tax Credits will be offered.

Dated: [45 days prior to Expiration Date/Tax Credit Allowance Date]

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Paying Agent

Authorized Representative

EXHIBIT D

FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the West Contra Costa Unified School District (the "District") in connection with the issuance of \$_____ of the District's General Obligation Bonds, Election of 2005, Series D-1 (Qualified School Construction Tax Credit Bonds) and \$_____ of the District's General Obligation Bonds, Election of 2005, Series D-2 (Tax Exempt) (collectively, the "Bonds"). The Bonds are being issued pursuant to a Resolution of the Board of Education of the District dated November 4, 2009 (the "District Resolution") and a Resolution of the Board of Supervisors of Contra Costa County dated _____, 2009 (the "County Resolution"). The District Resolution and the County Resolution are together referred to as the "Resolution." The District covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the District for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c2-12(b)(5).

SECTION 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the District pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Dissemination Agent" shall mean initially the District, or any successor Dissemination Agent designated in writing by the District (which may be the District) and which has filed with the District a written acceptance of such designation.

"Holders" shall mean registered owners of the Bonds.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"Participating Underwriter" shall mean Piper Jaffray & Co., as the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Repository" shall mean the Municipal Securities Rulemaking Board, which can be found at <http://emma.msrb.org/>, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State" shall mean the State of California.

EXHIBIT D

SECTION 3. Provision of Annual Reports.

(a) The District shall, or shall cause the Dissemination Agent to, not later than nine months after the end of the District's fiscal year (presently ending June 30), commencing with the report for the 2009-10 Fiscal Year, provide to each Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; *provided* that the audited financial statements of the District may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the District's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(f).

(b) Not later than 30 days (nor more than 60 days) prior to said date the Dissemination Agent shall give notice to the District that the Annual Report shall be required to be filed in accordance with the terms of this Disclosure Certificate. Not later than 15 Business Days prior to said date, the District shall provide the Annual Report in a format suitable for reporting to the Repository to the Dissemination Agent (if other than the District). If the District is unable to provide to the Repository an Annual Report by the date required in subsection (a), the District shall send a notice to each Repository in substantially the form attached as Exhibit A with a copy to the Dissemination Agent. The Dissemination Agent shall not be required to file a Notice to Repository of Failure to File an Annual Report.

(c) The Dissemination Agent shall file a report with the District stating it has filed the Annual Report in accordance with its obligations hereunder, stating the date it was provided and listing all the Repository to which it was provided.

SECTION 4. Content and Form of Annual Reports. (a) The District's Annual Report shall contain or include by reference the following:

1. The audited financial statements of the District for the prior fiscal year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the District's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

2. Material financial information and operating data with respect to the District of the type included in the Official Statement in the following categories (to the extent not included in the District's audited financial statements):

- (a) State funding received by the District for the last completed fiscal year;
- (b) average daily attendance of the District for the last completed fiscal year;
- (c) outstanding District indebtedness;
- (d) summary financial information on revenues, expenditures and fund balances for the District's general fund reflecting adopted budget for the current fiscal year.

EXHIBIT D

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the District or related public entities, which have been submitted to each of the Repository or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The District shall clearly identify each such other document so included by reference.

(b) The Annual Report shall be filed in an electronic format accompanied by identifying information prescribed by the Municipal Securities Rulemaking Board.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the District shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

1. principal and interest payment delinquencies.
2. non-payment related defaults.
3. modifications to rights of Bondholders.
4. optional, contingent or unscheduled bond calls.
5. defeasances.
6. rating changes.
7. adverse tax opinions or events affecting the Bonds.
8. unscheduled draws on the debt service reserves reflecting financial difficulties.
9. unscheduled draws on the credit enhancement reflecting financial difficulties.
10. substitution of the credit or liquidity providers or their failure to perform.
11. release, substitution or sale of property securing repayment of the Bonds.

(b) Whenever the District obtains knowledge of the occurrence of a Listed Event, the District shall as soon as possible determine if such event would be material under applicable federal securities laws.

(c) If the District determines that knowledge of the occurrence of a Listed Event would be material under applicable federal securities laws, the District shall promptly file a notice of such occurrence with the Repository or provide notice of such reportable event to the Dissemination Agent in format suitable for filing with the Repository. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(4) and (5) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Bonds pursuant to the Resolution. The Dissemination Agent shall have no duty to independently prepare or file any report of Listed Events. The Dissemination Agent may conclusively rely on the District's determination of materiality pursuant to Section 5(b).

EXHIBIT D

SECTION 6. Termination of Reporting Obligation. The District's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the District shall give notice of such termination in the same manner as for a Listed Event under Section 5(a).

SECTION 7. Dissemination Agent. The District may, from time to time, appoint or engage a Dissemination Agent (or substitute Dissemination Agent) to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign upon 15 days written notice to the District. Upon such resignation, the District shall act as its own Dissemination Agent until it appoints a successor. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the District pursuant to this Disclosure Certificate and shall not be responsible to verify the accuracy, completeness or materiality of any continuing disclosure information provided by the District. The District shall compensate the Dissemination Agent for its fees and expenses hereunder as agreed by the parties. Any entity succeeding to all or substantially all of the Dissemination Agent's corporate trust business shall be the successor Dissemination Agent without the execution or filing of any paper or further act.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the District may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

- (a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;
- (b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances;
- (c) The amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Bonds; and
- (d) No duties of the Dissemination Agent hereunder shall be amended without its written consent thereto.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the District shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the District. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(a), and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth

EXHIBIT D

in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the District chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the District shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the District to comply with any provision of this Disclosure Certificate any Holder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the District to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate. The Dissemination Agent acts hereunder solely for the benefit of the District; this Disclosure Certificate shall confer no duties on the Dissemination Agent to the Participating Underwriter, the Holders and the Beneficial Owners. The District agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's gross negligence or willful misconduct. The obligations of the District under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds. The Dissemination Agent shall have no liability for the failure to report any event or any financial information as to which the District has not provided an information report in format suitable for filing with the Repository. The Dissemination Agent shall not be required to monitor or enforce the District's duty to comply with its continuing disclosure requirements hereunder.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the District, the Dissemination Agent, the Participating Underwriter and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Dated: _____, 2009

WEST CONTRA COSTA UNIFIED SCHOOL
DISTRICT

By: _____
Associate Superintendent,
Business Services

EXHIBIT A

NOTICE TO REPOSITORY OF FAILURE TO FILE ANNUAL REPORT

Name of District: WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

Name of Bond Issue: General Obligation Bonds, Election of 2005, Series D-1 (Qualified School Construction Tax Credit Bonds)
General Obligation Bonds, Election of 2005, Series D-2 (Tax Exempt)

Date of Issuance: _____, 2009

NOTICE IS HEREBY GIVEN that the District has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Certificate relating to the Bonds. The District anticipates that the Annual Report will be filed by _____.

Dated: _____

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

By _____ [form only; no signature required]

SOURCES AND USES OF FUNDS

West Contra Costa Unified School District
2009 General Obligation Bonds (December Issuance)

Sources:	Election of 2005, Series D	2009 QSCBs	Total
Bond Proceeds:			
Par Amount	4,999,699.20	25,000,000.00	29,999,699.20
Premium	1,452,258.45		1,452,258.45
	<u>6,451,957.65</u>	<u>25,000,000.00</u>	<u>31,451,957.65</u>
Uses:			
	Election of 2005, Series D	2009 QSCBs	Total
Project Fund Deposits:			
Building Fund	4,999,699.20	25,000,000.00	29,999,699.20
Debt Service	962,260.86		962,260.86
	<u>5,961,960.06</u>	<u>25,000,000.00</u>	<u>30,961,960.06</u>
Other Uses of Funds:			
Cost of Issuance	250,000.00		250,000.00
Underwriter's Discount	239,997.59		239,997.59
	<u>489,997.59</u>		<u>489,997.59</u>
	<u>6,451,957.65</u>	<u>25,000,000.00</u>	<u>31,451,957.65</u>

BOND SUMMARY STATISTICS

West Contra Costa Unified School District
2009 General Obligation Bonds (December Issuance)

Dated Date	12/03/2009
Delivery Date	12/03/2009
Last Maturity	08/01/2036
Arbitrage Yield	
True Interest Cost (TIC)	4.636447%
All-In TIC	4.683587%
Average Life (years)	16.627
Duration of Issue (years)	17.472
Par Amount	29,999,699.20
Bond Proceeds	31,451,957.65
Total Interest	9,163,194.44
Net Interest	7,950,933.58
Total Debt Service	74,018,194.44
Maximum Annual Debt Service	32,235,000.00
Average Annual Debt Service	2,776,260.68
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	8.000000
Total Underwriter's Discount	8.000000
Bid Price	104.040910

Bond Component	Par Value	Price	Average Coupon	Average Life
QSCB	25,000,000.00	100.000	2.500%	14.661
Capital Appreciation Bonds	4,999,699.20	129.047		26.457
	29,999,699.20			16.627

	TIC	All-In TIC	Arbitrage Yield
Par Value	29,999,699.20	29,999,699.20	
+ Accrued Interest			
+ Premium (Discount)	1,452,258.45	1,452,258.45	
- Underwriter's Discount	(239,997.59)	(239,997.59)	
- Cost of Issuance Expense		(250,000.00)	
- Other Amounts			
Target Value	31,211,960.06	30,961,960.06	
Target Date	12/03/2009	12/03/2009	12/03/2009
Yield	4.636447%	4.683587%	

BOND SUMMARY STATISTICS

West Contra Costa Unified School District
Election of 2005, Series D

Dated Date	12/03/2009
Delivery Date	12/03/2009
Last Maturity	08/01/2036
Arbitrage Yield	7.000116%
True Interest Cost (TIC)	7.148451%
All-In TIC	7.309313%
Average Life (years)	26.457
Duration of Issue (years)	26.459
Par Amount	4,999,699.20
Bond Proceeds	6,451,957.65
Total Interest	
Net Interest	(1,212,260.86)
Total Debt Service	39,855,000.00
Maximum Annual Debt Service	32,235,000.00
Average Annual Debt Service	1,494,873.93
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	48.002406
Total Underwriter's Discount	48.002406
Bid Price	124.246676

Bond Component	Par Value	Price	Average Coupon	Average Life
Capital Appreciation Bonds	4,999,699.20	129.047		26.457
	4,999,699.20			26.457

	TIC	All-In TIC	Arbitrage Yield
Par Value	4,999,699.20	4,999,699.20	4,999,699.20
+ Accrued Interest			
+ Premium (Discount)	1,452,258.45	1,452,258.45	1,452,258.45
- Underwriter's Discount	(239,997.59)	(239,997.59)	
- Cost of Issuance Expense		(250,000.00)	
- Other Amounts			
Target Value	6,211,960.06	5,961,960.06	6,451,957.65
Target Date	12/03/2009	12/03/2009	12/03/2009
Yield	7.148451%	7.309313%	7.000116%

BOND SUMMARY STATISTICS

West Contra Costa Unified School District
2009 QSCBs

Dated Date	12/03/2009
Delivery Date	12/03/2009
Last Maturity	08/01/2024
Arbitrage Yield	2.500138%
True Interest Cost (TIC)	2.500138%
Net Interest Cost (NIC)	2.500000%
All-In TIC	2.500138%
Average Coupon	2.500000%
Average Life (years)	14.661
Duration of Issue (years)	12.363
Par Amount	25,000,000.00
Bond Proceeds	25,000,000.00
Total Interest	9,163,194.44
Net Interest	9,163,194.44
Total Debt Service	34,163,194.44
Maximum Annual Debt Service	25,625,000.00
Average Annual Debt Service	2,330,191.36
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	
Total Underwriter's Discount	
Bid Price	100.000000

Bond Component	Par Value	Price	Average Coupon	Average Life
QSCB	25,000,000.00	100.000	2.500%	14.661
	25,000,000.00			14.661

	TIC	All-In TIC	Arbitrage Yield
Par Value	25,000,000.00	25,000,000.00	25,000,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense			
- Other Amounts			
Target Value	25,000,000.00	25,000,000.00	25,000,000.00
Target Date	12/03/2009	12/03/2009	12/03/2009
Yield	2.500138%	2.500138%	2.500138%

BOND PRICING

West Contra Costa Unified School District
2009 General Obligation Bonds (December Issuance)

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Principal per \$5,000 at Maturity	CAB Value at Maturity	Premium (-Discount)
Capital Appreciation Bonds:								
	08/01/2035	1,018,032.00	8.000%	7.000%	128.06137725	668.00	7,620,000	285,673.80
	08/01/2036	3,981,667.20	8.000%	7.000%	129.29889896	617.60	32,235,000	1,166,584.65
		4,999,699.20					39,855,000	1,452,258.45
QSCB:								
	08/01/2024	25,000,000.00	2.500%	2.500%	100.00000000			
		29,999,699.20					39,855,000	1,452,258.45

Dated Date	12/03/2009
Delivery Date	12/03/2009
First Coupon	02/01/2010
Par Amount	29,999,699.20
Premium	1,452,258.45
Production	31,451,957.65
Underwriter's Discount	(239,997.59)
Purchase Price	31,211,960.06
Accrued Interest	
Net Proceeds	31,211,960.06

104.840910%
(0.800000)

104.040910%

DETAILED BOND DEBT SERVICE

West Contra Costa Unified School District
Election of 2005, Series D

Capital Appreciation Bonds (CAB)

Period Ending	Principal	Coupon	Interest	Compounded Interest	Debt Service	Annual Debt Service
08/01/2035	1,018,032.00	8.000%		6,601,968.00	7,620,000	7,620,000
08/01/2036	3,981,667.20	8.000%		28,253,332.80	32,235,000	32,235,000
	4,999,699.20		0	34,855,300.80	39,855,000	39,855,000

DETAILED BOND DEBT SERVICE

West Contra Costa Unified School District
2009 QSCBsQSCB (QSCB)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
02/01/2010			100,694.44	100,694.44	
08/01/2010			312,500.00	312,500.00	413,194.44
02/01/2011			312,500.00	312,500.00	
08/01/2011			312,500.00	312,500.00	625,000.00
02/01/2012			312,500.00	312,500.00	
08/01/2012			312,500.00	312,500.00	625,000.00
02/01/2013			312,500.00	312,500.00	
08/01/2013			312,500.00	312,500.00	625,000.00
02/01/2014			312,500.00	312,500.00	
08/01/2014			312,500.00	312,500.00	625,000.00
02/01/2015			312,500.00	312,500.00	
08/01/2015			312,500.00	312,500.00	625,000.00
02/01/2016			312,500.00	312,500.00	
08/01/2016			312,500.00	312,500.00	625,000.00
02/01/2017			312,500.00	312,500.00	
08/01/2017			312,500.00	312,500.00	625,000.00
02/01/2018			312,500.00	312,500.00	
08/01/2018			312,500.00	312,500.00	625,000.00
02/01/2019			312,500.00	312,500.00	
08/01/2019			312,500.00	312,500.00	625,000.00
02/01/2020			312,500.00	312,500.00	
08/01/2020			312,500.00	312,500.00	625,000.00
02/01/2021			312,500.00	312,500.00	
08/01/2021			312,500.00	312,500.00	625,000.00
02/01/2022			312,500.00	312,500.00	
08/01/2022			312,500.00	312,500.00	625,000.00
02/01/2023			312,500.00	312,500.00	
08/01/2023			312,500.00	312,500.00	625,000.00
02/01/2024			312,500.00	312,500.00	
08/01/2024	25,000,000	2.500%	312,500.00	25,312,500.00	25,625,000.00
	25,000,000		9,163,194.44	34,163,194.44	34,163,194.44

BOND DEBT SERVICE

West Contra Costa Unified School District
2009 General Obligation Bonds (December Issuance)

Period Ending	Principal	Coupon	Interest	Compounded Interest	Debt Service	Annual Debt Service
02/01/2010			100,694.44		100,694.44	
08/01/2010			312,500.00		312,500.00	413,194.44
02/01/2011			312,500.00		312,500.00	
08/01/2011			312,500.00		312,500.00	625,000.00
02/01/2012			312,500.00		312,500.00	
08/01/2012			312,500.00		312,500.00	625,000.00
02/01/2013			312,500.00		312,500.00	
08/01/2013			312,500.00		312,500.00	625,000.00
02/01/2014			312,500.00		312,500.00	
08/01/2014			312,500.00		312,500.00	625,000.00
02/01/2015			312,500.00		312,500.00	
08/01/2015			312,500.00		312,500.00	625,000.00
02/01/2016			312,500.00		312,500.00	
08/01/2016			312,500.00		312,500.00	625,000.00
02/01/2017			312,500.00		312,500.00	
08/01/2017			312,500.00		312,500.00	625,000.00
02/01/2018			312,500.00		312,500.00	
08/01/2018			312,500.00		312,500.00	625,000.00
02/01/2019			312,500.00		312,500.00	
08/01/2019			312,500.00		312,500.00	625,000.00
02/01/2020			312,500.00		312,500.00	
08/01/2020			312,500.00		312,500.00	625,000.00
02/01/2021			312,500.00		312,500.00	
08/01/2021			312,500.00		312,500.00	625,000.00
02/01/2022			312,500.00		312,500.00	
08/01/2022			312,500.00		312,500.00	625,000.00
02/01/2023			312,500.00		312,500.00	
08/01/2023			312,500.00		312,500.00	625,000.00
02/01/2024			312,500.00		312,500.00	
08/01/2024	25,000,000.00	2.500%	312,500.00		25,312,500.00	25,625,000.00
08/01/2035	1,018,032.00	8.000%		6,601,968.00	7,620,000.00	7,620,000.00
08/01/2036	3,981,667.20	8.000%		28,253,332.80	32,235,000.00	32,235,000.00
	29,999,699.20		9,163,194.44	34,855,300.80	74,018,194.44	74,018,194.44

FORM 8038 STATISTICS

West Contra Costa Unified School District
Election of 2005, Series D

Dated Date 12/03/2009
Delivery Date 12/03/2009

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
Capital Appreciation Bonds:						
	08/01/2035	1,018,032.00	8.000%	128.061	1,303,705.80	7,620,000.00
	08/01/2036	3,981,667.20	8.000%	129.299	5,148,251.85	32,235,000.00
		4,999,699.20			6,451,957.65	39,855,000.00

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield	Net Interest Cost
Final Maturity	08/01/2036	8.000%	5,148,251.85	32,235,000.00			
Entire Issue			6,451,957.65	39,855,000.00	26.4590	7.0001%	19.5668%

Proceeds used for accrued interest 0.00
 Proceeds used for bond issuance costs (including underwriters' discount) 489,997.59
 Proceeds used for credit enhancement 0.00
 Proceeds allocated to reasonably required reserve or replacement fund 0.00

FORM 8038 STATISTICS

West Contra Costa Unified School District
2009 QSCBs

Dated Date 12/03/2009
Delivery Date 12/03/2009

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
QSCB:	08/01/2024	25,000,000.00	2.500%	100.000	25,000,000.00	25,000,000.00
		25,000,000.00			25,000,000.00	25,000,000.00

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield	Net Interest Cost
Final Maturity	08/01/2024	2.500%	25,000,000.00	25,000,000.00			
Entire Issue			25,000,000.00	25,000,000.00	14.6611	2.5001%	2.5000%

Proceeds used for accrued interest 0.00
 Proceeds used for bond issuance costs (including underwriters' discount) 0.00
 Proceeds used for credit enhancement 0.00
 Proceeds allocated to reasonably required reserve or replacement fund 0.00

RESERVE FUND

West Contra Costa Unified School District
2009 QSCBs

Sinking Fund for QSCBs (SINKFUND)

Date	Deposit	Interest @ 2.5001382%	Principal	Sinking Fund Payments	Scheduled Draws	Balance
08/01/2022			(5,000,000)	5,000,000		5,000,000
08/01/2023			(10,000,000)	10,000,000		15,000,000
08/01/2024			15,000,000	10,000,000	25,000,000	
	0	0	0	25,000,000	25,000,000	

Arbitrage Yield: 2.5001382%
Value of Negative Arbitrage: 703,477.06

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: November 4, 2009

From: Sheri Gamba, Associate Superintendent Business Services
Jessica Romeo, Assistant Superintendent Human Resources

Agenda Item: F.3

Subject: Approval of Agreement with Local One (Part 2)

Background Information: District and Local One Collective bargaining proposals were sunshined for the 2008-09 year. Tentative Agreement has been reached with representatives of Local One and was brought forward on October 21, 2009 for ratification by the Board. However, the Tentative Agreements regarding Article 16, Hiring Procedures, and Article 23, Reassignment, were inadvertently omitted from the packet. These provisions are now presented to the Board of Education for ratification.

School districts are required to publicly disclose the provisions of all collective bargaining agreements before they ratify an agreement. This ensures that the public is aware of the details associated with a tentative collective bargaining agreement before it becomes binding on the district

The Board will receive public comment on the proposed contract changes before the Board votes to ratify the Agreement.

We want to take this occasion to thank the representatives of both groups for their time and effort in reaching this accord.

Recommendation: Recommend that the Board of Education ratify the Tentative Agreements between the West Contra Costa Unified School District and Local One.

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

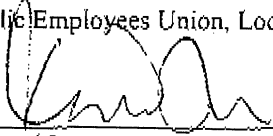
Approved _____ Not Approved _____ Tabled _____

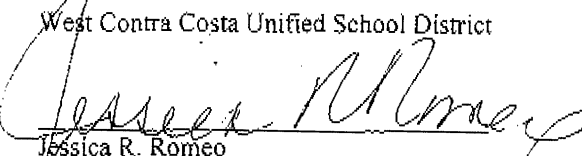
TENTATIVE AGREEMENT BETWEEN WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
AND PUBLIC EMPLOYEES UNION, LOCAL 1

Article 23, Reassignment

Section 2. Building Maintenance, Custodial and Landscaping Reassignment

- ~~1. The staffing model for building maintenance workers, custodial and landscaping and the maintenance department shall not be reduced below the 2001-2002 budgeted regular positions, except by attrition. At the beginning of each school year, the District shall post the specific assignments of each position at the work site. Prime consideration shall be given to seniority at the time of reassignment, and deviation therefrom shall be substantiated by management.~~
1. The staffing model for building maintenance workers, custodians, furniture warehouse drivers, landscaping, maintenance department and utility workers in the operations department (as identified on the agreed upon list) shall not be reduced, except by attrition for those employees hired prior to March 1, 2009.
2. All persons hired to these positions after March 1, 2009 shall not be covered by the staffing model with the following exceptions: (a) Persons promoted after March 1, 2009 shall not be covered by the staffing model; however, the position the employee held prior to March 1, 2009 will be covered for the person if on the agreed upon list referenced in number 1 above; (b) Persons hired into the apprentice program prior to March 1, 2009 shall be covered by the staffing model once they achieve journeyman status.
3. At the beginning of each school year, the District shall post the specific assignments of each position at the work site. Prime consideration shall be given to seniority at the time of reassignment, and deviation therefrom shall be substantiated by management.
4. The Union and District agree that on occasion at the secondary level there will be unusual or special circumstances that require the temporary reassignment of employees within a work site. If the employee is required to work outside of his/her assigned work site for one (1) hour or more, or three (3) consecutive days, the employee shall receive additional compensation at the overtime rate, for hours worked on the third (3rd) day, to complete his/her normal duties.
5. In the elementary schools and children's centers a minimum of two (2) hours overtime shall be allowed wherein a substitute custodian is not obtainable to cover an absence. For custodians during summer vacation, the employee's assignment shall be considered to be the work site.

Dated: 7-7-09
Public Employees Union, Local 1

Richard Leung
Supervising Business Agent

Dated: 7-7-09
West Contra Costa Unified School District

Jessica R. Romeo
Assistant Superintendent, Human Resources

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:** November 4, 2009
From: Sheri Gamba **Agenda Item:** F.4
Associate Superintendent Business Services
Subject: Community Budget Advisory Committee Charter

Background Information:

The Charter of the Community Budget Advisory Committee was first adopted by the Board December 14, 2005, and later revised on June 20, 2007.

The Charter is currently revised to incorporate language to include oversight over the Measure D parcel tax passed in 2008 as required by the text of the measure. Additional changes are made to the charter to stagger the terms of members. The revised Charter document is attached, marked with additions and deletions.

Recommendation: Approval

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

CHARTER

West Contra Costa Unified School District Community Budget Advisory Committee

Approved by West Contra Costa Unified School District Board of Education: [date]

Background

~~Initially, t~~ The Community Budget Advisory Committee (“the Committee”) was established because West Contra Costa County Unified School District (“WCCUSD”) School Board Members were interested in a community-based advisory group to discuss budgetary issues. At the request of the Board President, the District Superintendent assembled such a committee. The appointees initially consisted of five community members and two Board Members. ~~After several months, the Committee has grown and developed. Now t~~ The members have come to the conclusion that the Committee should be a Board-appointed committee with a slightly different structure.

Proposal

Committee Purpose

- To **understand** the budget process for WCCUSD and public education as a whole
- To **communicate** information to the community about the budget process in a clear and transparent way including but not limited to informal dialogues
- To **advise and make recommendations** to the WCCUSD School Board ~~and the School Board Budget Sub-Committee~~ on budgetary issues including overall priorities and revenue requirements based on its understanding of the budget process, and community feedback
- To **provide oversight** over the Measure D parcel tax passed in 2008 as required by the text of the measure

Membership

Composition

The Committee will be comprised of voting and non-voting members. There will be seven (7) voting members including one (1) teacher employed by WCCUSD, one (1) classified employee of WCCUSD, one (1) site principal, at least one (1) business leader, and at least one (1) parent of a child enrolled in the district. The non-voting members of the Committee will consist of two members of the WCCUSD Board of Trustees appointed by the President of the Board of Trustees and two staff members appointed by the Superintendent. A meeting quorum will consist of four (4) out of the seven (7) voting members.

Selection

Members of the Committee will be selected by the Committee based on Self-Nomination Forms approved by the Committee. The Self-Nomination Forms will be submitted to the Committee in

October and April or when vacancies occur. The Committee will select new Committee members in November and May. The selections will then be subject to ratification by the School Board.

Persistent Vacancies

If, after 6 months, no candidates apply who fulfill the requirement described in the **Composition** section above, then the Committee may choose any candidate to fulfill the unfilled slot.

Terms

The term for voting members will be two (2) years. The term will start on January 1st for three (3) members and July 1st for four (4) members. ~~The four (4) current community members, as of December 2005, will be considered to have started their terms on July 1st of 2005.~~ To stagger the terms properly, two (2) of the four (4) community members ratified for terms starting July 1, 2009 shall have special one-year terms.

Meetings

Meetings will be held at least once a month excluding December and June. The standard meeting time will be from ~~7~~ 6:30 p.m. to ~~9~~ 8:30 p.m. on the fourth (4th) Tuesday of the month. The standard meeting place will be the Adult Education Alvarado Campus. Meeting dates, locations, and agendas will be posted on the WCCUSD website at least 72 hours prior to the scheduled meeting.

Officers

The Committee will elect its own officers. The elected officers will be a chairperson and a vice chairperson. The positions will be elected each year in January. The term of office for both positions will be one (1) year.

Chairperson

The duties of the chairperson (the “Chair”) will be

- Preparing for the meetings (including preparing agendas)
- Facilitating the meetings by ensuring that each member has the ability to contribute to the discussion
- Ensuring a fair hearing for community participants
- Making a presentation to the School Board every 3 months

Vice Chairperson

The duties of the vice chairperson will be

- Assisting the Chair in facilitating meetings
- Filling in for the Chair when necessary

Staff Support

WCCUSD staff will provide necessary clerical and technical support to the Committee.

Parcel Tax Oversight

The new Measure D parcel tax that begins on July 1, 2009 requires "oversight by the Community Budget Advisory Committee." The Committee already has a broad advisory role over all operating budget issues including parcel tax expenditures. This required oversight role does not limit the existing scope of the Committee.

Parcel tax oversight will be exercised through (1) reviewing the expenditures of Measure D funds for compliance and (2) educating the public in how the parcel tax operates. For review, each year the Committee will receive, either at the same time or separately, a list of proposed Measure D parcel tax expenditures for the next fiscal year and a list of the actual parcel tax expenditure for the current year and previous years. Each year, the Committee will formally communicate to the School Board whether the Committee believes the current-year and planned uses of parcel tax funds can each be reasonably associated with a designated purpose set forth in Measure D. The Committee will also generally review the implementation of all aspects of the parcel tax. For education, the Committee will schedule one or more presentations each year to discuss the parcel tax including actual expenditures and the details of the parcel tax.

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:** November 4, 2009
From: Bill Fay **Agenda Item:** G.1
Associate Superintendent for Operations
Subject: Status Reports – Facilities Planning and Construction

Background Information:

The following are provided for review of Facilities Planning and Construction in the District’s Bond Program and for information regarding individual projects:

- Engineering Officer’s Report—Verbal Presentation
- Construction Status Reports—Current Construction Projects

Recommendation: For information only

Fiscal Impact: None

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

PROJECT STATUS REPORT

De Anza High School - Utilities, Gym, Demo and Site Work

Period Ending: 10/22/2009

Scope: Portable Installation and Site Work

Construction Status:

Architect: DLM Architects
 Project Manager: Jose Chapa, SGI Construction Management
 Project Engineer: Rod Sias, SGI Construction Management
 Contractor: Bay Cities Paving-Grading, Mobile Modular, Gym Doctors
 Inspector: Steve Cayson

Contract Status:

Notice to Proceed: 6/15/2009

	Original	Approved	Projected
Construction Schedule (days):	121	42	163
Original Completion Date:	10/14/2009		
Projected Completion:	10/26/2009		

Buildings:

Field House
 (E) Modular Unit (F1)
 (N) Modular Unit (F2)

Progress This Period:

- Installation of protective Screens on Modular Unit Windows.
- Stucco Repairs and Repainting of (N) Field House.
- Anti-Graffiti Application applied to (N) Field House.
- Repair of Damaged Synthetic Football Field.
- Testing and additional work on Fire and Security Infrastructure.
- Time extension approved for Additional Electrical Work.
- General Carpet Cleaning in Modular Units.
- Arrival and Installation of (N) Gym Weight Equipment
- Installation of (N) Site Access Fence between Baseball and Football Field

Anticipated Progress Next Period:

- General Modular Cleanup and Site Demobilization.

Schedule Assessment/Update:

Construction Duration (Calendar Days):	163
Construction Calendar Days Elapsed:	160
Construction Calendar Days Remaining:	3
Percent of Contract Calendar Days Elapsed:	98%
Percent of Construction Completed:	99%

Percentage of Work Done 99% Total Project

Mobilization, Surveying/Staking	100%
Installation of (N) Asphalt Paving	100%
Relocation-(E) Modular Units	100%
Installation-(N) Modular Units	100%
Installation-Modular Ramps	100%
Installation-Elec. Infrastructure	99%
Installation- (N) Fence-Gate	100%
Installation- 20'-0 Fire Lane	50%
Installation-SM FD Approved Box	100%
Installation-Tactile-Gen. Signage	100%
Installation of Gym Equipment	99%
General Cleanup/Demobilization	99%

Proposed Changes:

- The DeAnza HS Principal and Athletic Coach stated that a dedicated space for a dance class was needed. (E) Modular Unit will be relocated on the DeAnza Site during the construction of the Baseball Field. THIS OPTION HAS BEEN APPROVED.

General Comment:

Progress Photos: 10/22/2009



Application of Anti-Graffiti Application-COMPLETED



Installation (N) Protective Screens-COMPLETED



Installation of (N) Gym Equipment-COMPLETED

PROJECT STATUS REPORT

Dover Elementary School - Increment 2

Period Ending: 10/22/2009

Scope: Increment 2

Construction Status:

Architect: HY Architects, Inc.
 Project Manager: Jose Chapa, SGI Construction Management
 Project Engineer: Marc Alojegan, SGI Construction Management
 Contractor: Alten Construction, Inc.
 Inspector: Kris Gilbert

Contract Status:

Notice to Proceed: 06/15/2009

	Original	Approved	Projected
Construction Schedule (days):	1110		
Original Completion Date:	06/29/2012		
Projected Completion:	06/29/2012		

Buildings:

Phase 2 Building "A"

Progress This Period:

- Installation of Deep Electrical Utilities Under Footings Continuation
- Installation of Sewer/Gas/Water to Building Pad Continuation
- Electrical Installation at Stem Walls (North End)
- Water-Proof Stem Wall (North End)
- Strip Stem Wall (North End)
- Electrical In-Slab Rough-In Continuation (North End)
- Placement of Rock in Building Pad (North End)
- Installation of Under-Slab Water-Proofing (North End)
- Installation Slab on Grade Rebar (North and South End)
- Placement of Slab on Grade (North and South End)
- Strip Slab on Grade (North and South End)
- Plate Walls for Building A (South End)
- Erect Steel (North End)
- Interior and Exterior Wall Framing (North End)

Anticipated Progress Next Period:

- Strip Slab on Grade Continuation (North and South End)
- Set Transformer Pad
- Plate Walls for Building A Continuation (North and South End)
- Erect Steel Continuation (North End)
- Interior and Exterior Wall Framing Continuation (North End)
- Interior and Exterior Wall Framing (South End)
- Erect Stairs (South End)
- Floor Framing 2nd Floor (South End)
- Sheathing 2nd Floor (South End)
- Interior and Exterior Wall Framing 2nd Floor (South End)
- Set Roof Beams (North End)
- Install Roof Framing System

Schedule Assessment/Update:

Construction Duration (Calendar Days):	1110
Construction Calendar Days Elapsed:	129
Construction Calendar Days Remaining:	981
Percent of Contract Calendar Days Elapsed:	11%
Percent of Construction Completed:	15%

Percentage of Work Done

20%

Total Project

Phase 1--Demolition & Site Work	Increment 1 & 1A	100%
Phase 2--Building A	Increment 2	15%
Phase 3--Building B & C	Increment 2	0%
Phase 4--Demo & Playground	Increment 2	0%

Proposed Changes:

- None

General Comment:

- None

Progress Photos: 10/22/2009



Erect Steel at North End



Construction of Interior Wall Framing at South End



Placement of Concrete Slab on Grade

PROJECT STATUS REPORT

Helms Middle School - New Construction

Period Ending: 10/22/2009

Scope: New Construction and Demolition of existing facilities.

Construction Status:

Architect: Baker Vilar Architects
 Project Manager: Elena Comrie, SGI Construction Management
 Project Engineer: Robert Vargas, SGI Construction Management
 Contractor: West Bay Builders Inc.
 Inspector: A.J. Washington

Contract Status:

Notice to Proceed:	04/09/2007		
	Original	Approved	Projected
Construction Schedule (days):	780	0	0
Original Completion Date:	05/28/2009		
Projected Completion:	05/28/2009		

Buildings:

Building G	Gymnasium
Building MC	Media Center
Building A	Administration
Building M	Multi-purpose Room
Building C	Classrooms

Progress This Period:

- Continued with installation of Finishes, Casework, and Electrical Trim in Bldgs. C, G, MC, & A.
- Began VCT installation in Classrooms of Bldg. C1.
- Started installation of Partitions & Fixtures in Restrooms of C Bldgs.
- Completed installation Pavers @ Rear of Site.
- Installed West Driveway Entrance & Exit @ Visitor Parking Lot and Started new Road 20 curb & gutter.

Anticipated Progress Next Period:

- Complete Flooring installation in Bldgs C & G.
- Continue Exterior and Interior Painting of all Bldgs.
- Continue installation of Electrical Trim in all Bldgs.
- Continue with Casework installation in C Buildings.
- Continue installation of Plumbing Fixtures in all Bldgs.
- Continue Mechanical Trim & Start-up HVAC in all Bldgs.
- Grade & Pave East Parking Lot.
- Continue With Site Work: Concrete Courtyards & Walkways, Gates & Fences, and Irrigation.

Schedule Assessment/Update:

Construction Duration (Calendar Days):	780
Construction Calendar Days Elapsed:	934
Construction Calendar Days Remaining:	-154
Percent of Contract Calendar Days Elapsed:	119%
Percent of Construction Completed:	86%

Percentage of Work Done

Total Project

Import and Off Haul Soil	99%
Site: Grading & Paving	85%
Site: Concrete & Landscape	80%
Mechanical: All Bldgs.	89%
Electrical: All Bldgs.	85%
Plumbing Trim: All Bldgs.	45%
Interior Finishes	75%
Exterior Finishes	70%

Proposed Changes:

General Comment:

Progress Photos: 10/22/2009



Visitor Parking Lot: Curbs poured & dug



C Bldg- Boys Restroom: Partitions & Fixtures



Bldg C1: Installation of VCT Flooring

PROJECT STATUS REPORT

King Elementary School - Increment 2 New Construction

Period Ending: 10/22/2009

Scope: Phase 1: Construction of new school buildings and site work.

Construction Status:

Architect: Don Manthe, Andy Dale - Quattrocchi Kwok Architects
 Project Manager: Alaric Robinson, Don Todd Associates
 Project Engineer: Eddie Law, Don Todd Associates
 Contractor: West Bay Builders
 Inspector: Mark Eriksen

Contract Status:

Notice to Proceed: 03/25/2009

	Original	Approved	Projected
Construction Schedule (days):	720	1	1
Original Completion Date:	3/15/2011		
Projected Completion:	3/16/2011		

Buildings:

Building A: Single story - classrooms, library and admin areas.
 Building B: Two story - classrooms.
 Building C: Single story - multi-use with stage and kitchen.

Progress This Period:

- Building A West:
- Framing of roofs, ceilings, soffits and tower
 - Rough-in electrical, gas and water
 - HVAC duct layout and installation
- Building A East:
- Wall framing, blocking and shear ply
 - Framing of roofs, ceilings and soffits
 - Set steel columns, Glulams and I-joists
 - Rough-in electrical, gas and water
- Building B & C:
- Wall framing, blocking and shear ply
- Site work:
- Install and backfill perimeter gas lines

Anticipated Progress Next Period:

- Building A West:
- Roof blocking and sheathing
 - HVAC ductwork
- Building A East:
- Wall framing, blocking and shear ply
 - Framing of roofs, ceilings, soffits and tower
 - Set steel columns, Glulams and I-joists
 - Rough-in electrical, gas and water
 - Roof blocking and sheathing
- Building B & C:
- Wall framing, blocking and shear ply
 - Framing of roofs and ceilings
 - Set steel columns and HSS brace frames, Glulams and I-joists
- Site:
- Install perimeter storm and sanitary sewer drain lines

Schedule Assessment/Update:

Construction Duration (Calendar Days):	720
Construction Calendar Days Elapsed:	211
Construction Calendar Days Remaining:	509
Percent of Contract Calendar Days Elapsed:	29%
Percent of Construction Completed:	28%

Percentage of Work Done **28%** **Total Project**

Proposed Changes:

General Comment:

- Two (2) adverse weather days this period.

Progress Photos: 10/22/2009



Welding of Steel Columns and Placement of GluLam Beams



Tower Wall Framing and Shear Ply



Gas Line at Building Perimeter

PROJECT STATUS REPORT

Richmond High School - New Bleacher & Field House Facilities

Period Ending: 10/22/2009

Scope: New Bleacher and Field House Facilities

Construction Status:

Architect: Baker Vilar Architects
 Project Manager: Hector Deleon, SGI Construction Management
 Project Engineer:
 Contractor: West Bay Builders
 Inspector: Mark Eriksen

Contract Status:

Notice to Proceed: 05/27/2008

	Original	Approved	Projected
Construction Schedule (days):	345	27	479
Original Completion Date:	05/07/2009		
Projected Completion:	11/6/2009		

Buildings:

New Structure	Bleacher & Field House Facility
Site Development	New Access road east side
Site Development	Re-surface and install tennis courts

Progress This Period:

- Installation of bleacher handrails, stairs and seating have been installed
- Siding is nearly complete.
- The Health Department pre inspection is scheduled.
- Interior finishes are complete and the consultants have issued punch list for the building systems.
- All fencing is complete

Anticipated Progress Next Period:

- Completion of Punch list items.
- Milestone #1 complete-substantial completion.

Schedule Assessment/Update:

Construction Duration (Calendar Days):	372
Construction Calendar Days Elapsed:	479
Construction Calendar Days Remaining:	-107
Percent of Contract Calendar Days Elapsed:	128%
Percent of Construction Completed:	94%

Percentage of Work Done

88%

Total Project

Roofing	96%
Siding	93%
Bathroom Tile	100%
Elevator installation	95%
Painting-interior-exterior	95%
Bleacher installation	94%

Proposed Changes:

General Comment:

- Construction activity is nearing completion. Punch list activity has begun. The final finishes are underway. Bleacher handrails, stairs and benches installed

Progress Photos: 10/22/2009



Main egress stairs poured and completed



Bleacher seating, stairs and handrails complete



Completed exterior metal siding