

**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
February 10, 2010

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
MEETING AGENDA
FEBRUARY 10, 2010**

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 pending infrastructure upgrades. 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 at the Administration Building, 1108 Bissell Avenue, Richmond, CA 94801 (510-231-1101). 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 Carolyn Bradford, Gompers Continuation High School

Comment:

Student Board Representative Carolyn Bradford will be representing Gompers Continuation High School at the Board of Education meeting on February 10, 2010. 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: January 20, 2010; January 30, 2010**

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 Grants/Awards/Agreements**

Comment:

Formal acceptance is requested from the Board of Education to accept the grants/awards/agreements, as dated February 10, 2010.

Recommendation:

Recommend Approval

Fiscal Impact:

As noted per grants summary

*CI **C.2 Acceptance of Donations**

Comment:

The District has received donations as summarized dated February 10, 2010.

Recommendation:

Recommend Approval

Fiscal Impact:

As noted per donations summary

***CI C.3 Approval of Fund-Raising Activities**

Comment:

The planned fund-raising events for the 2009-10 school year are summarized as dated February 10, 2010.

Recommendation:

Recommend Approval

Fiscal Impact:

Additional revenue for schools

***CI C.4 Contracted Services**

Comment:

Permission is requested of the Board of Education to approve contracts for services as detailed dated February 10, 2010.

Recommendation:

Recommend Approval

Fiscal Impact:

As noted per contracts summary

***CI C.5 Summary of Payroll and Vendor Warrant Reports**

Comment:

The summaries of Payroll and Vendor Warrants issued during the month of January, 2010 are presented for approval.

Total of payroll warrants: \$ 9,573,450

Total of vendor warrants: \$17,962,282

Recommendation:

Recommend approval of the payroll and vendor warrant reports

Fiscal Impact:

As noted

***CI C.6 Resolution No. 68-0910: Week of the School Administrator – March 1-5, 2010**

Comment:

Administrators of California's public school are commended for their support of, and contribution to, quality education in the state.

Recommendation:

Recommend Approval

Fiscal Impact:

None

***CI C.7 Resolution No. 58-0910 - Disabilities Awareness Month – March 2010**

Comment:

This resolution proclaims the month of March 2010 as Disabilities Awareness Month and encourages all schools and educational communities to commemorate this occasion with meaningful student activities and programs that promote and demonstrate learning about and understanding individuals with disabilities.

Recommendation:

Recommend Approval

Fiscal Impact:

None

*** C.8 Resolution No. 66-0910: Read Across America - March 2, 2010**

Comment:

The West Contra Costa Unified School District and the Board of Education join with the United Teachers of Richmond in calling on the citizens of West Contra Costa to assure that every child is in a safe place reading with a caring adult on Tuesday, March 2, 2010.

Recommendation:

Recommend Approval

Fiscal Impact:

None

*** C.9 Resolution No. 69-0910: Determination of Tie-Breaking Criteria for 2010-2011**

Comment:

In the event the District must reduce certificated staff for the 2010-2011 school year, such reductions must be made on the basis of seniority. Whenever two or more employees have the same date of hire, it is necessary to have specific criteria upon which to base reduction decisions. The criteria for the same date of hire are listed on the attached resolution. Upon approval of the criteria the District seniority list can be finalized and posted at all sites where certificated staff is employed.

Recommendation:

Recommend Approval

Fiscal Impact:

To Be Determined

***CI C.10 Certification of Athletic Coaches – Winter Sports**

Comment:

Under California Education Code Section 5593, all athletic team coaches are required to be certified annually. Topics covered during the training include first aid, CPR, coaching techniques, adolescent psychology (as it relates to sports participation), and ethics. The lists of coaches from each of the high school for fall sports will be provided.

Recommendation:

Recommend Approval

Fiscal Impact:

None

***CI C.11 Hercules Middle High Quad Landscape and Parking Project Award of Contract**

Comment:

Hercules Middle High School still has areas remaining to complete which were left unfinished at the time of the original construction due to funding constraints. This project is the next step in completing the campus site work and includes the construction of the student quad area on the middle school side of the campus east of the Admin/Library Building. The project also includes construction of additional parking for staff on the middle side of campus at an unfinished parking area along the rear of the campus.

WLC Architects and Vallier Design Associates have completed plans and specifications for the project. The District conducted a public bid of the project. Bids were opened on December 17, 2009. Fifteen contractors submitted bids. They are as follows:

Contractor	McNabb Construction	Bruce Carone Grading	Carone & Company	Bay Citie Paving	Hess Construction
Total Bid	\$247,450	\$279,000	\$279,500	\$324,800	\$305,300
Contractor	Argonaut Constructors	OC Jones & Sons	Goldspring International	WR Forde	JA Gonsalves & Son
Total Bid	\$317,897	\$312,985	\$358,776	\$568,000	\$446,530
Contractor	Grade Tech Inc.	EVRA Construction	Suarez & Munoz	RP Engineers	Sposeto Engineering
Total Bid	\$284,000	\$287,000	\$316,898	\$290,141	\$356,300
Contractor	ERA Construction	Galeridge Construction	Evans Bros.		
Total Bid	\$324,486	\$367,950	\$316,898		

Subsequent to the bid opening, and within the time allotted in the contract documents, a bid protest was received from the second low bidder, Bruce Carone Grading. The protest alleged non-responsiveness for failure to list a designated safety surfacing subcontractor. After review with both parties and District legal counsel, it has been confirmed that McNabb Construction self-performs this work, and will use the specified product. Therefore, the lowest responsive, responsible bidder is McNabb Construction at \$247,450.

Recommendation:

Award contract to lowest responsive, responsible bidder

Fiscal Impact:

\$247,450 Funded from the Capital Facilities Fund, Fund 25

***CI C.12 Rejection of Claim for Refund of Developer Fees by Castle Companies for Country Club Villas Project in Richmond, CA**

Comment:

On December 18, 2009, Castle Companies, on behalf of Castle Principles, LLC, notified the District that it would be paying current developer fees “under protest” for new permits at the Country Club Villas Project in Richmond, California. Castle claims that, since the District is closing schools and increasing class sizes, that no developer fees may be imposed because of lack of evidence of a nexus between its project and the need for classroom space. Castle seeks refund of \$46,516.11, plus interest, for fees paid contemporaneously with the claim letter/fee protest.

Since the fees currently imposed are based on statutory authority and a fee study in place for two years, we are advised that this claim has no merit. Because of the possible application of the Government Code process required to reject claims on grounds other than the developer fee statute, which process may or may not apply to this type of claim, District legal counsel advises to reject the current claim as soon as possible.

Recommendation:

Reject the Claim of Castle Companies, on behalf of Castle Principles, LLC, of December 18, 2009, for any refund or reduction of Board-approved 2009 developer fees on the Country Club Villas Project in Richmond, California.

Fiscal Impact:

Full fiscal impact not known

***CI C.13 Appointment of Tim Bañuelos to the Citizens’ Bond Oversight Committee**

Comment:

The Pinole City Council, at their meeting on December 19, 2009, appointed Timothy Bañuelos as Pinole’s representative on the WCCUSD Citizens’ Bond Oversight Committee. Mr. Bañuelos will serve on the CBOC from January, 2010 to December 31, 2012.

Recommendation:

Recommend Approval

Fiscal Impact:

None

***CI C.14 Ratification and Approval of Negotiated Change Orders**

Comment:

Staff is seeking ratification of Change Orders on the following current District construction projects: DeAnza High School Baseball Field and Ford Elementary 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.

Recommendation:

Ratify negotiated Change Orders as noted

Fiscal Impact:

Total ratification and approval by this action: \$27,336.84

* **C.15 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: \$355,500. Funding sources as noted

* **C.16 E-Rate Funding Year 13 – Contract Award of Vendor Upon E-Rate Funding Approval**

Comment:

The Schools and Libraries Program of the Universal Service Fund, commonly known as "E-Rate," provides assistance to schools and libraries in the U.S. to obtain affordable telecommunications and internet access infrastructure. The level of funding from the E-Rate program depends on economic need and on the percentage of students participating in the Free and Reduced Lunch Program. The application window for FY2010 (known as E-Rate Year 13) is now open, and the District proposes to apply for full funding by the E-Rate Program for the following projects:

1. WAN END-TO-END MANAGED SOLUTION: Will provide comprehensive support for Wide Area Network (WAN) implementation and management, enabling the District to improve, expand and maintain a global WAN efficiently and cost-effectively including network design, implementation, installation and management of networking solutions.
2. WIRELESS ACCESS INFRASTRUCTURE: Will provide students, faculty and administrators with secured, easy and instant wireless access to applications and information at eligible locations. Instant wireless access to educational applications has resulted in enhanced learning environments, improved student achievement, reduced IT support calls and faculty training costs, and maximized teacher mobility.
3. SERVER CONSOLIDATION/VIRTUALIZATION: The average server workload falls far short of its potential, reducing data storage capacities and increasing associated costs, such as additional hardware and IT staffing. Server consolidation through virtualization provides the cure

to server sprawl and optimizes storage capacity. Data from different servers can be accessed from one server, and resources such as computing power and storage capacity are optimized and maintained through one central portal.

Two vendors submitted bids on January 19, 2010: AT&T and AMS.NET. AT&T met all the requirements. AMS.NET did not hold a valid CMAS (State of California Multiple Award Schedule) contract, thereby disqualifying themselves.

Recommendation:

Approve E-Rate Contract for Year 13 to AT&T

Fiscal Impact:

The District obtains 70%-90% from E-Rate funding for the above projects, equal to \$1,543,339 - \$1,984,293 in reimbursement. (Project Cost \$220,477 - \$661,431)

* **C.17 El Cerrito High Temporary Campus Removal Project Award of Contract**

Comment:

The next step in completing the reconstruction of El Cerrito High School is to remove the temporary campus modular buildings and prepare the site for the construction of the fields. This project includes utility removals, site fixture removals, preparations for modular dismantle and removal. The work includes demolition of the asphalt paving in most areas—leaving pathways and temporary fencing to allow access to the stadium area pending the construction of the fields.

WLC Architects has completed plans and specifications for the project. The District conducted a public bid of the project. Bids are set to be opened on February 9, 2010. In order to expedite the project staff will prepare a recommendation for award at the meeting of February 10, 2009.

This item will be 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 at the end of the bid protest period, to the lowest responsive, responsible bidder.

Fiscal Impact:

\$_____. Funded from the Measure J Bond, Fund 21

* **C.18 Kennedy High School Intercom Upgrade Project Award of Contract**

Comment:

The District is currently completing Fire Alarm System upgrades to meet current codes for Kennedy High School. There are other low voltage systems at the site which need upgrade. The existing intercom system at Kennedy is seriously deteriorated and non-functional in many areas. This project includes a new "head end", some wiring and speakers to allow for a complete system overhaul.

District staff completed plans and specifications for the project based upon the current district standard. The District conducted a public bid of the project. Bids were opened on January 7, 2010. Two Contractors submitted bids. They are as follows: Sound and Signal \$37,100; and, Pacific Power and Systems \$38,400. Sound and Signal is the lowest responsive, responsible bidder at \$37,100.

Recommendation:

Award contract to lowest responsive, responsible bidder

Fiscal Impact:

\$37,100. Funded from the Measure J Bond, Fund 21

* **C.19 Richmond High School Fence and Gates Project 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. Construction is underway on the Security Camera system. This item is for the award of contract on the Fence and Gates project for the high school. Baker Vilar Architects prepared plans and specifications for the project, working closely with the school community, site administrators, site security, and the City of Richmond. The project includes upgrades to the perimeter fencing in most areas of the site. Most importantly, the project includes the installation of more secure gates at the many side entrances to the campus. This will restrict what is currently unimpeded pedestrian access to the site. In addition, the project includes a major reconfiguration of the front parking area of the school. This will include a new driveway, on-site drop-off route, better parking access, enclosure of the area around the classroom building directly adjacent to 23rd St., and replacement of deteriorated paving. Finally, the original project had envisioned fencing and gates directly in front of the main building, however, after further review it is considered now that this may not be the best approach. The bid documents include the fencing and gates in front of the main building entry as “Alternate #1.”

The District conducted a public bid process for this project. Bids were opened on Thursday January 28, 2010. Four Contractors submitted bids. They are as follows: Bruce Carone Paving \$1,326,847; Ghilotti Bros. \$1,132,672; Riverview Construction \$898,000; and CF Contracting \$898,000. These bids are for the “Total Bid Price” including Alternate #1 and Unforeseen Conditions Contract Allowance. The advertisement to bid advises all bidders that the “Total Bid Price” shall be the basis of award of the contract. This bid resulted in a tie. In accordance with direction received from the Board on a previous tie bid, staff conducted a coin toss to determine “by lot” the resolution of the tie. The coin toss was held on February 2nd and was won by CF Contracting. Therefore, the lowest responsive, responsible bidder is CF Contracting at \$898,000.

Notwithstanding the award of contract based upon “Total Bid Price,” staff does not recommend award of the Alternate #1 for the fence and gates directly closing off the main building entry.

Recommendation:

Award contract to the lowest responsive, responsible bidder

Fiscal Impact:

\$738,800 for award of Base Bid, plus Unforeseen Condition Allowance. Funded by the Measure J Bond.

* **C.20 Crespi Jr. High Windows and Doors Replacement Project Award of Contract**

Comment:

The District has received funding under the Emergency Repair Program (“ERP”) for replacement of seriously deteriorated windows and doors at the Crespi site. The project includes replacements of existing windows and exterior doors throughout the campus.

HY Architects has completed plans and specifications for the project. The District conducted a public bid of the project. Bids were opened on February 2, 2010. Ten contractors submitted bids. They are as follows:

Contractor	Pinguelo Construction	Gold Spring Construc	Ionian Construction	Cailin Construction	Bay Construction
Base Bid: Window	\$190,908	\$156,590	\$195,000	\$138,746	\$180,000
Base Bid Doors	\$29,000	\$53,588	\$61,600	\$24,654	\$50,000
Base Bid: Haz Mat	\$15,000	\$52,516	\$47,000	\$38,794	\$39,000
Allowances	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Total Base Bid	\$244,908	\$272,494	\$316,600	\$320,431	\$279,000
Bid Alternate	\$9,000	\$1,700	\$18,000	\$6,700	\$10,000
Contractor	NS Construction	CF Contracting	AHC Glass Inc	River View Construction	Parc Services
Base Bid: Window	\$180,000	\$220,000	\$170,000	\$179,400	\$194,755
Base Bid Doors	\$41,600	\$56,000	\$39,000	\$57,000	\$49,380
Base Bid: Haz Mat	\$41,600	\$56,000	\$142,000	\$40,600	\$112,185
Allowances	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Total Base Bid	\$273,700	\$342,000	\$361,000	\$287,000	\$366,320
Bid Alternate	\$6,100	\$25,000	\$7,000	\$8,600	\$12,230

The advertisement for bid indicates that basis for award is the Base Bid Total. The lowest responsive, responsible bidder is Pinguelo Construction at \$244,908. District staff also desires to award the Alternate #1 for reglazing of windows in the staff room.

Recommendation:

Award contract to the lowest responsive, responsible bidder

Fiscal Impact:

\$253,908. Funded from the Emergency Repair Program, Fund 40

* **C.21 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:

* **C.22 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

* **C.23 Adoption of Resolution No. 73-0910 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 Catherine Bein Tomutsa. Staff recommends replacement of the stale dated warrant.

Recommendation:

Recommend approval to replace the outdated warrant

Fiscal Impact:

No impact

* **C.24 Resolution No. 71-0910: Arts in Education Month – March 2010**

Comment:

This resolution proclaims the month of March as Arts Education Month and encourages all educational communities to celebrate the arts with meaningful student activities and programs that demonstrate learning and understanding in the visual and performing arts.

Recommendation:

Recommend Approval

Fiscal Services:

None

* **C.25 Resolution No. 70-0910: Womens' History Month – March 2010**

Comment:

This resolution proclaims the month of March as Womens' History Month and encourages all educational communities to commemorate this time with appropriate instructional activities.

Recommendation:

Recommend Approval

Fiscal Impact:

None

* **C.26 2009-2010 Consolidated Application for Funding Categorical Aid Programs, Part II**

Comment:

The Consolidated Application is the vehicle used by the California Department of Education to gather routine data regarding categorical programs and compliance with NCLB requirements.

Part I is submitted each June and serves as the District's application for categorical funding for the following academic year for both public and non-public schools. This report also includes a summary of participation in the NCLB Supplemental Educational Services (SES) program and the choice option. Expulsion, suspension and truancy data, as well as progress towards meeting the Highly Qualified Teacher and Highly Qualified Paraprofessional requirements are included.

Part II is submitted at the end of January. It contains information, in specified programs, related to entitlements, allocations, carryover, number of participants, and legal assurances of compliance, as required by State and Federal statute. A copy of the document is available for review at the Administration Building and at the State and Federal Programs office located at the Vista Campus.

Recommendation:

Recommend Approval

Fiscal Impact:

Categorical Review

* **C.27 Board Committee and Liaison Assignments**

Comment:

At the December reorganization meeting, the Board agreed to carry forward the 2009 committee assignments until the completion of the annual Board retreat. At the January 30, 2010 Board retreat, members discussed committees and assignments, providing President Kronenberg with input and requests for assignments. President Kronenberg's assignments and appointments follow.

High School Family Assignments

El Cerrito High School – Madeline Kronenberg
Hercules High School – Charles Ramsey
Kennedy High School – Audrey Miles
Pinole Valley High School – Charles Ramsey
Richmond High School – Antonio Medrano
DeAnza High School – Tony Thurmond

Other High School Liaisons

Middle College – Audrey Miles
Adult Education – Madeline Kronenberg
Gompers-North Campus – Antonio Medrano
Vista High – Audrey Miles

Committee Assignments

Facilities – Antonio Medrano, Chair; Charles Ramsey
Academic – Madeline Kronenberg, Chair; Audrey Miles
Safety – Tony Thurmond, Chair; Madeline Kronenberg
Youth Commission – Tony Thurmond Chair; Antonio Medrano
Partnership Committee – Madeline Kronenberg, Chair; Charles Ramsey

Liaison to Other Groups

Ivy League Connection – Charles Ramsey; Madeline Kronenberg
Citizens Bond Oversight – Charles Ramsey
Special Education CAC – Audrey Miles
Community Budget Advisory Committee – Antonio Medrano, Audrey Miles
Bayside Council PTA – Tony Thurmond
Multilingual District Advisory Committee – Antonio Medrano

Liaison to Five City Councils

El Cerrito – Madeline Kronenberg
Hercules – Audrey Miles
Pinole – Charles Ramsey
Richmond – Tony Thurmond
San Pablo – Antonio Medrano

Recommendation:

That the Board President make the subcommittee and liaison appointments

Fiscal Impact:

Unknown at this time

D. AWARDS, RECOGNITIONS, AND REPORTS

* **D.1 School Presentations to Celebrate and Validate African American History Month-
February 2010**

Comment:

In January, the WCCUSD Board of Education approved a resolution in support of honoring African-American history month. Tonight we will showcase some of our schools special instructional activities and celebrations.

Recommendation:

For Information Only

Fiscal Impact:

None

* **D.2 Budget Report Update**

Comment:

The Governor’s budget report issued in mid-January indicates that the District will have an estimated \$10 Million shortfall in the 2010-11 school year. In an effort to provide information to the community as well as to gather input, staff has conducted a series of Community Budget Meetings from January 25 – February 4. Staff will provide a summary report of the community meetings and any new information available from the State regarding the 2010-11 budget. Staff will also prepare as a part of this report an outline of the decision-making timelines that are necessary to adopt a balanced budget.

Recommendation:

For Information Only

Fiscal Impact:

None

* **D.3 Standing Reports**

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

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

* **D.4 In Memory of Members of the School Community**

Comment:

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

North Campus student, Antonio Sanders, was recently killed. The 11th grade student was popular on campus even though he was a quiet young man.

Karen Shepherd recently passed away. In 1970, Ms. Shepherd began working with the District as a teacher. She worked the last five years as a kindergarten teacher at Stewart Elementary School until her retirement in 2009.

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

Recommendation:
For Information Only

Fiscal Impact:
None

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

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

* **E.2 WCCUSD Public Comment**

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

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

F. ACTION ITEMS

* **F.1 Resolution No. 67-0910: Authorization to Eliminate Classified Positions and Layoff Classified Employees**

Comment:
A lack of work and/or funds necessitates the elimination of the attached classified positions.

Recommendation:
Recommend Approval

Fiscal Impact:
To be determined

* **F.2 Special Education Annual Service Plan
Special Education Annual Budget Plan**

Comment:
Assembly Bill AB602, Chapter 654, Statutes of 1997 added new requirements to the Special Education Local Plan. AB602 requires SELPAs to submit Annual Budget and Service plans. These plans must be adopted at public hearings. As required in Education Code (EC) Section 56205, these plans must identify expected expenditures and include a description of services and the physical location of these services. The Local Budget and Service Plans must demonstrate that all individuals with exceptional

needs have access to services and instruction appropriate to meeting their needs as specified in their IEPs.

Annual Service Plan:

The Annual Service Plan must include a complete detailed description of special education services provided by each district and/or SELPA. This description must include:

- A. The nature of the services, including Related Services
- B. The physical location where the services are provided which may include:
 - 1. Alternative Schools
 - 2. Charter Schools
 - 3. Opportunity Day Schools operated by school districts
 - 4. Community Day Schools operated by the County Office of Education regardless of whether the district or County Office of Education participates in the Local Plan.
 - 5. Nonpublic Schools/agencies

The Service Plan description must demonstrate that all individuals with exceptional needs have access to services and instruction appropriate to meet their needs as specified in their individual education programs.

Annual Budget Plan:

The Annual Budget Plan identifies expected expenditures for all items listed below:

- A. Funds received in accordance with Chapter 7.2 (Special Education Funds)
- B. Administrative Costs of the Plan
- C. Special Education Services to pupils with severe disabilities as defined by IDEA 2004 including 'Low Incidence' Disabilities (deaf, hard of hearing, blind, visually impaired, and orthopedically handicapped students)
- D. Special Education services to pupils with non-severe disabilities as defined by IDEA 2004.
- E. Supplemental aids and services to meet the individual needs of pupils placed in regular classrooms and environments.
- F. Regionalized operations and services and direct instructional support by Program Specialists
- G. The use of property taxes allocated to special education pursuant to Section 2572.

The Annual Budget Plan may be revised during any fiscal year according to the policymaking process. Accordingly, the West Contra Costa Unified School District SELPA's Annual Service Plan and Annual Budget Plan have been updated and reviewed, as is required by California Department of Education.

Complete copies of the Local Plan and Budget Plan are available at www.wccusd.k12.ca.us under the Special Education department website.

Recommendation:

Recommend Approval

Fiscal Impact:

None

* **F.3 Measure J Bond Program Budget Adjustments**

Comment:

The District needs to update budgets for all of its current and planned Bond Construction Program projects on a yearly basis. Provided worksheets include all proposed adjustments reflecting events during 2009 which have significantly impacted our program. To summarize, the proposed adjustments are a result of the impacts of the financial crisis on the program and include both positive aspects—significantly lower bids for construction—and significant impacts to anticipated revenue to the program—reductions in interest and Developer Fee income. The adjustments also include increases to current project budgets where the “Cost to Complete” is estimated to be in excess of our current budgets. District staff have completed updated cost estimates which form the basis for projected Cost to Complete changes. In addition, staff and the Program Managers have included a projected bid savings for DeAnza High School, the largest project in the District, based upon updated cost estimates and reflecting the current favorable bid climate. When the actual bid results are received for DeAnza, staff will bring another Program Budget Adjustment action for the Board.

The worksheets of Program Budget Adjustments were presented to the Board’s Facilities Subcommittee at its January 2010 meeting and recommended for approval by the full Board.

Recommendation:

Approve Measure J Bond Program Budget Adjustments

Fiscal Impact:

As noted - adjusted budgets for current and future Measure J Bond projects

* **F.4 Portola Middle School Temporary Relocation for Safety**

Comment:

Based upon consideration of a variety of options for the temporary relocation of the Portola Middle School over the course of the last year by the Board, district staff and including extensive community input, there appears to be consensus for the relocation move to a temporary campus the lower pad area of the Portola campus. Staff will provide a summary report on the costs, timeline, and educational program elements of the temporary campus.

Recommendation:

Approve the relocation of the Portola Middle School to a temporary campus at the lower pad

Fiscal Impact:

\$3,500,000. Funded from the Measure J Bond Program

* **F.5 Resolution No. 53-0910, Level II and Level III Developer Fees, Public Hearing and Adoption of Resolution**

Comment:

Government Code Sections 65995.5, 65995.6, 65995.7 regarding school facilities fees requires that a School Facilities Needs Analysis be conducted yearly to determine the amount to be charged for developer fees for Level II and Level III residential construction. Due to student generation factors, cost of construction and site acquisition costs, the Level II fee will decrease from \$4.44 per square foot to \$3.62 per square foot for new residential construction. The new fee will go into effect February 11, 2010, if approved by the Board. If not approved by the Board, the District would not be eligible to collect Level II fees, and the Level I fee of \$2.97 per square foot would be charged for new residential construction as well as for construction of additions. This analysis was conducted according to state guidelines.

A copy of the School Facilities Analysis is available for review by the public in the Facilities Planning and Construction Department.

Recommendation:

Recommend approval of Resolution No. 53-0910

Fiscal Impact:

Decrease in Level II Developer Fees of \$.82 cents per square foot

G. DISCUSSION ITEMS

*** G.1 District Safety Initiatives**

Comment:

An update of the following District Safety Initiatives as determined at the November 4, 2009 Board meeting will be presented:

1. County Office of Education Special Task Force review of nighttime safety provisions in place and recommendations for improved practices and protocols from the Task Force;
2. Improved practices that have been adopted by School Resource Officers for supervision at the high school and middle school campuses;
3. Character development initiatives and the recommendations for the Board by the Academic Subcommittee;
4. Recommendations from the November 14 joint meeting between WCCUSD, City Council members and representatives from the County and Legislature;
5. Community interventions currently in place at the middle and high schools in WCCUSD and plans for enhancing those services;
6. Status of lighting, surveillance cameras and security alarm systems at each secondary school;
7. Gang intervention programs in WCCUSD and next steps for enhancing those initiatives;
8. Collaboration with local law enforcement in enhancing neighborhood watch programs;
9. Development of a district-wide comprehensive safety program;
10. Involvement of School Leadership, Youth Together, RYSE and Youth Commission in the safety programs of WCCUSD;
11. Development of procedures for intermittent safety patrols for high school evening events.

Recommendation:

For Information Only

Fiscal Impact:
Unknown

* **G.2 Charter Facilities Assignments – Proposition 39 Preliminary Offers to Richmond College Prep Schools (RCPS) and Leadership Public Schools, Inc. (LPS)**

Comment:

The District has received Proposition 39 charter facility requests from RCPS and LPS. District responded with preliminary offers to RCPS and LPS by the deadline date of February 1, 2010. Attached are the preliminary facilities offers for review. A “final” offer will be identified and will be due to RCPS and LPS by April 1, 2010.

Recommendation:

For Information Only

Fiscal Impact:

Impact will be identified in the final offers to LPS and RCPS

* **G.3 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 – March 3, 2010

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

February 10, 2010

1. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

2. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION

[Government Code Section 54956.9(a)]

1. Srago v. WCCUSD

3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED/POTENTIAL LITIGATION

[Government Code Section 54956.9(b)]

Four cases

4. LIABILITY CLAIMS (Government Code Section 54956.95)

5. CONFERENCE WITH LABOR NEGOTIATORS

a. Superintendent/Dr. Bruce Harter

b. Employee Organizations

- UTR
- Local One
- School Supervisors Association
- WCCAA

c. Unrepresented Employees

- Confidential and Management

6. PUBLIC EMPLOYEE APPOINTMENT

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

Elementary School Principals
Director of Facilities and Construction

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. Non-Reelection of Probationary Certificated Employees

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:** February 10, 2010
From: Jessica R. Romeo, **Agenda Item:** A.6
Assistant Superintendent Human Resources
Subject: Administrative Appointments for the 2009-2010 School Year

Background Information:

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

Elementary School Principals
Director of Facilities and Construction

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
1108 Bissell Avenue
Richmond, California 94801
Office of the Superintendent

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education **Meeting Date:** February 10, 2010
From: Jessica R. Romeo, **Agenda Item:** A.9
Assistant Superintendent Human Resources
Subject: Resolution No.72-0910 Non-Reelection of Probationary Certificated Employees

Background Information: In order to non-reelect probationary teachers, the Board must take action pursuant to Education Code Section 44929.21. Thereafter the Superintendent is authorized to send a notice to the identified probationary teachers.

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. 72-0910**

RESOLUTION OF NON-REELECTION OF PROBATIONARY CERTIFICATED EMPLOYEES

WHEREAS, Education Code section 44929.21 authorizes the Governing Board of the West Contra Costa Unified School District to give notice to probationary certificated employees of the Board's decision to reelect or non-reelect the employees for the next succeeding school year to such a position at any time on or before March 15th of the employee's second complete consecutive school year of employment by the District; and

WHEREAS, the employees are probationary certificated employees who have been employed during the 2009-2010 school year; and

WHEREAS, the Board of Education has received a recommendation from the District Superintendent or designee not to reelect these employees and

WHEREAS, the Board of Education has discussed the recommendation made by the District Superintendent or designee and concurs in said recommendation;

NOW, THEREFORE, BE IT RESOLVED that the Board of Education of the West Contra Costa Unified School District hereby authorizes the District Superintendent or the Superintendent's designee to notify the identified employees of the Board of Education's decision not to reelect them for the 2010-2011 school year in accordance with the requirements of Education Code section 44929.21. The District Superintendent or the Superintendent's designee is further authorized to take any other actions necessary to consummate the intent of this Resolution.

Adopted by the Governing Board of the West Contra Costa Unified School District this 10th day of February 2010.

AYES:

NOES:

ABSENT:

ABSTAIN:

Madeline Kronenberg, President
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

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

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education

Meeting Date: February 10, 2010

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

Agenda Item: B.4

Subject: Presentation of Student Board Representative Carolyn Bradford, Gompers Continuation High School

Background Information:

Student Board Representative Carolyn Bradford will be representing Gompers Continuation High School at the Board of Education on February 10, 2010. 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 Board of Education Meeting
Lovonya DeJean Middle School
3400 Macdonald Avenue
Richmond, CA 94805**

Agenda Item B.7

January 20, 2010

A. CLOSED SESSION

B. OPENING PROCEDURES

President Madeline Kronenberg called the meeting to order at 5:30 PM. The Board recessed into Closed Session. President Kronenberg called the Public Session to order at 6:40 PM.

B.1 Pledge of Allegiance

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

B.2 Welcome and Meeting Procedures

President Kronenberg welcomed the public to the meeting.

B.3 Roll Call

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

Staff Present: Alejandra Alonso, Interpreter; André Bell, Senior Director Bond Finance; Martin Coyne, Director Accounting/Audits; Steve Collins, SELPA Director; Susan Dunlap, Coordinator State and Federal Programs Lisa Erwin, Senior Director Fiscal Services; 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; Debbie Haynie, Executive Secretary; Linda Jackson, Executive Director; Harlan Kerr, Principal Vista High; Barbara Mallon, Director Curriculum and Instruction; Ken McDaniel, Electronics Supervisor; Raul Ramirez, Assistant Principal Adult Education; Nia Rashidchi, Assistant Superintendent Educational Services; Jessica Romeo, Assistant Superintendent for Human Resources; Bill Savidge, District Engineering Officer; Marin Trujillo, Coordinator Community Engagement

B.4 Presentation of Student Board Representative Jason Oddoye, Vista High School

Mr. Oddoye spoke of activities and opportunities for students at Vista High School.

B.5 Report/Ratification of Closed Session

Superintendent Harter asked the Board to ratify the vote taken in Closed Session to expel two (2) students and suspend those expulsions for placement in the West Contra Costa Unified School District.

Motion: Mr. Ramsey moved to ratify the vote taken in Closed Session to expel two (2) students, suspending those expulsions for placement in the West Contra Costa Unified School District. Mr. Medrano seconded. Mr. Medrano, Ms. Miles, Mr. Ramsey, and President Kronenberg voted yes, with no absences and Mr. Thurmond abstaining. Motion carried 4-0-1-0.

B.6 Agenda Review and Adoption

Public Comment: None

MOTION: Mr. Ramsey moved to approve the Agenda with moving item G.1 Portola Middle School Temporary Relocation to follow the Consent Items. Mr. Thurmond seconded. Mr. Medrano, Ms. Miles, Mr. Ramsey, Mr. Thurmond, Student Representative Jason Oddoye (advisory vote only) and President Kronenberg voted yes, with no abstentions and no absences. Motion carried 5-0-0-0.

B.7 Minutes: January 6, 2010

MOTION: Mr. Ramsey moved to approve the Minutes for the January 6, 2010 meeting as revised. Mr. Medrano seconded. Mr. Medrano, Ms. Miles, Mr. Ramsey, Mr. Thurmond, Student Representative Jason Oddoye (advisory vote only) and President Kronenberg voted yes with no abstentions and no absences. Motion carried 5-0-0-0.

C. BUSINESS ITEMS

C.1 Grants/Awards/Agreements

C.2 Acceptance of Donations

- C.3 Approval of Fund-Raising Activities**
- C.4 Contracted Services**
- C.5 Summary of Payroll and Vendor Warrant Reports**
- C.6 Adoption of Resolution No. 64-0910: Replacement of Outdated Warrant**
- C.7 Acceptance of Contracts for Placement of Student Teachers**
- C.8 Routine Personnel Changes - Certificated**
- C.9 Approve Job Description: School Facilities Planning Specialist**
- C.10 Resolution No. 63-0910: Recognition of West Contra Costa Unified School District Job Shadow Days February 2 - 4, 2010 and Recognition of February 2010 as National Job Shadow Month**
- C.11 Resolution No. 62-0910: Signature Authorization for E-Rate**
- C.12 Williams Lawsuit Complaints Quarterly Report**
Ms. Rashidchi announced a revision to update this item.
- C.13 Adding Sixth Grade at Ford Elementary School**
- C.14 Agreement between the City of San Pablo and the West Contra Costa Unified School District for Joint Use of School District Recreational Facilities**

MOTION: Mr. Ramsey moved to approve the Consent Items C.1 – C.14. Ms. Miles seconded. Mr. Medrano, Ms. Miles, Mr. Ramsey, Mr. Thurmond, Student Representative Jason Oddoye (advisory vote only) and President Kronenberg voted yes, with no abstentions and no absences. Motion carried 5-0-0-0.

G.1 Portola Middle School Temporary Relocation

Superintendent Harter provided background about recent public meetings to seek relocation options from the community. He reported a summary of what was heard at those meetings which included many questions for clarification about Board decisions and direction, other options shared by parents, as well as input around parent choice options.

Public Comment:

Carol Renee, Joshua Ko, Stefan Moskowitz, Chris Mills, Keyon Mason, Christina Slamon, Florene VanHook, Joni Hiramoto, Mary Schmida, Estella Sloan, Joanna Pace, David Miller, Kim Walker, Ronna Minor, Robert Studdiford, Marci Yura, Nathan Clark, David Whitenack, Catherine Mercurio

Board Comment:

Mr. Thurmond thanked all the speakers for their impassioned testimony. He asked Superintendent Harter about staff's recommendation to build on the lower pad area of the Portola site. Dr. Harter provided information and said that staff responded to the request of Board to go out to the community to provide opportunity for public input where responses were similar to what was shared by the public at this meeting.

Ms. Miles referenced the timeline and lower pad option criterion of cost and potential legal challenge as discussed at a previous meeting. She asked staff to address costs and funding of programs/projects which might be deleted if lower pad costs are excessive, as well as the legal challenge regarding the Castro site. Mr. Fay responded that he will be able to provide a full reconciliation of costs after bids have been received for the DeAnza High School project. He was reluctant to announce how sites might be affected in the current economic bid environment. He plans to bring a recommendation to the Board for approval on an updated bond budget on February 10. Mr. Fay addressed the legal challenge around the Castro site and settlement possibilities, saying the District is hopeful for resolution by May of this year which would mean that the challenge of the CEQA process at Castro is not expected to impede the building or Portola on the Castro site.

Mr. Medrano applauded the students and parents who spoke for their convictions.

Mr. Ramsey said that as Portola parent he has a stake in the outcome. He said that at an earlier meeting he voted against the lower pad because he felt it is unnecessary and supports continued use of the existing building. He recalled information about the State deeming the Portola property unsafe to rebuild and the process to approve the Castro site. He said he is troubled by the argument as it appears to be a reversal of the Board recommendations made at a previous meeting. He continued to express concern about the sense of urgency that seems to be pressuring decisions including parent choice options, lower pad, and costs that will be incurred. He concluded by saying that he will support the lower pad even though he does not think it is the best solution.

Mr. Oddoye thanked the parents and students who came to speak, and said he agreed with keeping the student community intact and the difficulty for students to relocate. He addressed the educational and social benefits to keeping the school community intact.

President Kronenberg spoke about the emotion expressed at the meeting. She said she had looked at cost, time and safety considerations and overlooked the emotional value. She said that the passionate community of Portola has come together to argue in favor and she will support the lower pad option.

Mr. Thurmond asked further questions about statements made about mediation of the legal challenge. Mr. Fay responded that legal proceedings are matters for closed session discussion. He said that the legal situation is running parallel with building plans for the Castro site and currently is not causing delays. Mr. Fay further spoke about the slide zone as reported in engineering reports and relative safety for building a temporary campus on the lower pad. Mr. Ramsey discussed the geotechnical study. Mr. Fay responded that engineers can give a professional opinion regarding the slide zone. Mr. Ramsey asserted that there was not a one hundred percent certainty regarding slides and putting students and staff in harm's way.

Mr. Medrano said when reading seismic reports his concern was the safety of students. He expressed further concerns and said he would favor students on lower pads in response to the community input.

Mr. Thurmond said that the Board should consider every option to keep students from harm and that he believes that the Board should continue to consider both parent choice as well as lower pad in continuing to vet the conversation. He concluded that he supports reviewing all contingencies in decisions to remove children from potential harm as quickly as possible.

Mr. Ramsey spoke about the construction timeline, program decisions and other matters that play into the placement of students at the lower pad. He continued to discuss the reconstruction of Nystrom and Leadership Public Schools as well as potential support from the City of Richmond. He said he heard rejection of the parent choice option from the community and that he will vote to support the lower pad.

President Kronenberg asked Mr. Savidge to discuss timeline information. Mr. Savidge said a schedule was provided at a recent board meeting that indicated January 2011 as the target date for lower pad occupancy. He further discussed acceleration of the schedule by seeking a waiver of Department of State Architects Review since Portola is considered a most vulnerable site by the State. He discussed planning and construction aspects of the building industry in the current economy.

Mr. Medrano asked about removal of the portable buildings from El Cerrito High. Mr. Savidge responded that the removal package has been issued for bid and a contract award will be brought to the Board for approval on February 10.

Mr. Thurmond asked for clarification about whether parent choice options would impact construction at Nystrom. He said that each choice carries conditions about moving Portola students out of the current building either by August 2010 or January 2011. He said he would support the course that would be effective in August 2010. Mr. Savidge responded by saying the Nystrom project is a two phased renovation with construction of a new multipurpose building that can proceed with Leadership Public School (LPS) on the site. The second phase is a renovation of the existing building with the temporary housing campus in the buildings currently occupied by LPS, while construction is taking place. The anticipated future home for LPS is at the Kennedy Education Center. A parent choice option of a 7-12 grade configuration at Kennedy would potentially impact that plan. Mr. Thurmond asked further questions about accommodating a 7-12 campus and the needs of LPS. Mr. Savidge responded with further information and the feasibility of creating a separate modular building campus for LPS. Discussion continued around the complications. Ms. Miles said she thinks the overall issue is that parents and Board Members want a decision. She said she supports academic rigor for Portola students if placed on the lower pad, and not endangering other projects. She said she supports this option and hopes that the Board can move on to other pressing issues.

Mr. Ramsey said he heard from the majority of Board members that the lower pad is the preferred option and will support the lower pad option, saying that the LPS situation complicates matters even more.

Superintendent Harter summarized the discussion that four Board members support the lower pad option exclusively and one Board member would like to proceed with parent choice options as well.

Ms. Kronenberg said that recommendations will be brought back for action at the February 10 meeting.

Mr. Ramsey asked whether the parent choice option will be considered, as he will proceed to gain information from constituents and staff.

Mr. Thurmond commented that the upcoming agenda setting will give direction for action to be considered by the Board.

Further discussion ensued.

Ms. Romeo clarified that the Board has given direction as Dr. Harter expressed, and that agenda setting will produce a staff recommendation upon which the Board can act or make an alternate recommendation.

Mr. Ramsey expressed concerned.

President Kronenberg stated that recommendation about the lower pad will be brought to the Board for a vote, and if that fails then other options will be considered.

A recess was taken at this time.

Mr. Oddoye left the meeting at 8:35 PM.

AWARDS, RECOGNITIONS, AND REPORTS

D.1 Report on Parental Involvement Efforts in WCCUSD

Ms. Rashidchi invited Marin Trujillo, Barbara Mallon, Susan Dunlap and Raul Ramirez to present information about parental involvement in the District. A presentation was provided regarding parental involvement being a key for successful students and schools.

Public Comment:

Kristen Pursley

Board Comment:

Mr. Medrano asked for details of the Parent Leadership Retreat planned for January 22 and 23. Mr. Trujillo provided details.

Mr. Thurmond commended staff and parent groups for their work, and parent organizations throughout District. He said he would like to challenge the District to maximize parent involvement regarding safety, addressing the achievement gap and truancy issues in order to reduce negative challenges that have faced the District.

Ms. Rashidchi responded with information about opportunities for closing the achievement gap and the best areas of work on which to focus.

Ms. Miles said that the academic subcommittee has developed the process for promoting volunteerism and providing specific opportunities to help within the school and community. She said that the ultimate goal is to engage parents as partners. She mentioned several community partners who provided funding for fingerprinting to assist a large number of volunteers. She hopes that District partners will continue to support a strong sustainable program.

Ms. Rashidchi spoke about the review of obstacles that might prevent parent involvement and making the system more user-friendly to encourage further participation.

Mr. Medrano announced Parent Institute for Quality Education (PIQE) training at the Nevin Community Center in Richmond.

President Kronenberg said she saw two values - volunteering in schools and parenting training. She said it would be valuable to see what parenting skills affect the achievement gap. She suggested this be put on the Academic Subcommittee agenda to look at in more detail.

Ms. Miles spoke about working with incoming kindergarten parents and providing workshops through the County's First 5 program with parenting training.

Mr. Thurmond acknowledged the work of Mr. Ramsey while on the safety committee and his work to reinvigorate the parent organization at Stege Elementary. He asked President Kronenberg to bring a parent involvement resolution approved by the Safety Committee to Academic Subcommittee for review and support of the Board for the goal to set a benchmarks to utilize achievement, reduce truancy, and promote parent involvement.

President Kronenberg responded about bringing this back for further Board discussion and taking steps to connect to monitored results. The Academic Subcommittee will continue to have discussion around how parenting impacts achievement, safety and closing the achievement gap and will bring back a report to the Board.

D.2 Budget Report Updates

Ms. Gamba provided a report on Governor's recent budget information. She spoke of worst fears being realized with additional cuts to school funding for 2010-11. She said staff will bring as much information as possible over the next several weeks.

Public Comment: None

Board Comment:

Mr. Medrano commented that the news was painful.

President Kronenberg said these presentations are indeed painful, with no choices for action.

Ms. Gamba said she hoped to be able to bring more hopeful information in this time of making due with less.

D.3 Standing Reports

Citizens' Bond Oversight Committee – Robert Studdiford announced the upcoming January 27 meeting, 6:00 PM, and invited the public.

Community Budget Advisory Committee – Charles Cowens announced the January 21st meeting, where the committee will review audit results, first interim budget reports, and the role of parcel tax oversight.

Bayside Council PTAs – Cathy Garza announced the next general membership meeting for February 22nd, at Alvarado, 7:00 pm. She also announced that the Reflections art program awards ceremony will be held Saturday in Martinez. A collaborative with John Swett Unified School District is inviting parent participation regarding teen

safety. She concluded by announcing that PTAs will be represented in Sacramento on February 17 for an annual advocacy day to address legislatures.

Facilities Subcommittee – Mr. Medrano reported on the January 13th meeting which included recommendations to the Board for adjustments to Measure J program budgets and other items. The next meeting is scheduled for February 9, 2010.

Ivy League Connection – Mr. Ramsey spoke about the 30 students representing the District in upcoming summer programs. He announced information nights being planned for the spring.

Safety Committee – Mr. Thurmond announced the January 26 meeting at Kennedy High School, 6:00 PM and the public is invited.

Youth Commission – Mr. Thurmond announced the January 27, meeting scheduled for 7:00 PM at RYSE Center in Richmond.

Academic Subcommittee – Ms. Rashidchi announced the next meeting planned for Tuesday at Vista Hills.

D.4 In Memory of Members of the School Community

Dr. Harter recognized contributions of members of the community who have 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

Christina Slamon, Robert Studdiford, Charles Cowens

F. ACTION ITEMS

F.1 Resolution No. 65-0910: African-American History Month - February 2010

Ms. Rashidchi introduced the resolution to support African-American History Month, recognizing the many contributions of African Americans and encouraging schools on a regular basis to develop relevant instructional activities and celebrations.

Public Comment: None

Board Comment:

Mr. Ramsey recalled that in the 1930's, Carter G. Woodson instituted the documenting of African American contributions to history. Mr. Ramsey continued to speak about honoring the rich history of contributions by individuals.

Mr. Medrano said he enjoyed a recent television program about Native Americans, African-Americans and Mexicanos who lived in the West.

Ms. Miles said she has an interest in celebrating history all year long, not just in February, as it is essential for students to know the importance of individuals who came before them in order to value of education.

Mr. Thurmond said he is moved by the rich traditions and contributions of African-American leaders in the community that benefited so many people and acknowledged their contribution.

Ms. Kronenberg said this community is a mosaic, as demonstrated by the Portola community represented at the meeting, pulling together to support their community.

MOTION: Mr. Ramsey moved approval of Resolution No. 65-0910: African-American History Month – February 2010. Mr. Medrano seconded. Mr. Medrano, Ms. Miles, Mr. Ramsey, Mr. Thurmond, and President Kronenberg voting yes, with no absences and no abstentions. Motion carried 5-0-0-0.

F.2 Consulting Group Approval

Superintendent Harter provided information regarding possibilities of voter support for a bond measure from the Godbe Research report. He reported recent action by the subcommittee asked to distribute a Request for Qualifications (RFQ) and interview firms that might assist the District with community assessment around support of a bond measure. He said that the RFQ was distributed to eleven firms with five responses. The subcommittee interviewed four firms and is recommending Media and Associates as bond assessment consultant.

Public Comment: none

Board Comment:

Ms. Kronenberg, as a subcommittee member, spoke about the groups interviewed, looking for a best match with the current climate of the District, and the determination that Kevin Reikes of Media and Associates was best experienced. Mr. Medrano said he was impressed with consultants' knowledge of political figures, particularly in Richmond.

Mr. Thurmond asked for examples of some work by Media and Associates.

Mr. Ramsey responded by highlighting the passage of three bonds for the District, a parcel tax, help with an anti-cession vote in Hercules, and the campaign around transfer of territory with the County. Mr. Reikes has been involved in eight measures and is focused on the core work for students.

Mr. Medrano said that a bond measure will mean a great deal of work for the Board and community, and provides potential for local jobs for the area.

Motion: Mr. Ramsey moved to ratify the appointment of the firm Media and Associates selected as bond assessment consultant. Mr. Medrano seconded. Mr. Medrano, Ms. Miles, Mr. Ramsey, Mr. Thurmond, and President Kronenberg voted yes, with no abstentions and no absences. Motion carried 5-0-0.

G. DISCUSSION ITEMS

G.1 Portola Middle School Temporary Relocation

This item was moved to follow Consent Items.

Public Comment:

Board Comment:

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

None

I. COMMENTS OF THE BOARD OF EDUCATION AND SUPERINTENDENT

Mr. Ramsey spoke about the beginning of the second semester for students and staff, and a sense of optimism, hope and opportunity for the new year.

Mr. Medrano spoke about the local capacity building program to guarantee a percentage of hire in the county for construction projects.

Mr. Thurmond mentioned an upcoming Police Activities League local benefit for support to the people of Haiti. He said that the group is looking for partners to assist with their endeavor.

Ms. Miles acknowledged staff for hosting the community meetings to give opportunity for the public input. She acknowledged the extra hours and work involved but she said she felt it was essential to move the matter forward.

Ms. Kronenberg spoke about optimism and remaining aware of actions in Sacramento for legislative opportunities to share resources. She announced the upcoming Board Retreat scheduled on January 30, 2010.

J. THE NEXT SCHEDULED BOARD OF EDUCATION MEETING

Lovonya DeJean Middle School – January 30, 2010 – Governance Retreat

Lovonya DeJean Middle School – February 10, 2010

K. ADJOURNMENT

President Kronenberg adjourned the meeting at 10:20 PM.

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

BH:dh

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

Agenda Item B.7

January 30, 2010

I. CALL TO ORDER

President Madeline Kronenberg called the meeting to order at 9:06 AM.

Roll Call

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

II. OPPORTUNITY FOR PUBLIC COMMENT

None

III. BOARD ASSIGNMENTS AND OTHER ANNUAL ORGANIZATIONAL ITEMS

The Board discussed committee assignments and President Kronenberg will bring the assignments for approval to the February 10, 2010 meeting.

IV. CALIFORNIA SCHOOL BOARDS ASSOCIATION FACILITATED DISCUSSION OF GOVERNANCE ISSUES

Christopher Maricle, from the California School Boards Association, facilitated a discussion of Board priority setting for the remainder of the 2009-10 school year and into the 2010-11 school year. The Board discussed the challenging situation that it faces this year with the continued deterioration in the State budget. The Board also discussed the challenges for the District and all District employees around the caps on health benefits, the furloughs, the increases of class sizes, and the impact of having fewer staff to do the same amount of work for this year. The Board noted that this would be a difficult year because of all the anticipated retirements at the end of the 2009-10 school year with several schools losing their principals and others losing key faculty members to retirement, and noting that the Human Resources Department will have a particular challenge in filling positions at the same quality as those teachers and administrators who are retiring.

Dr. Harter provided the Board with an update on performance around the District's six goals, including Student Achievement, Accountability, Equity, Safety, Community Engagement and Stewardship. Then Mr. Maricle led the Board in a discussion clarifying the success indicators, the overall objectives, and the Board's level of satisfaction with the performance in the goal area. Once the Board had finished that review the Board began to discuss, within those goals, priorities for the remainder of 2010 and the 2010-11 school year. The Board identified Student Achievement as the top priority for showing some improvement over the course of the next year and a half; the second priority of generating resources for the District; and a third priority of continued stewardship of the public's trust and resources. The Board noted the importance of maintaining a focus and monitoring both safety in the schools and reviewing of the budget as the State budget unfolds through legislative action later this spring and summer.

Board members thanked Mr. Maricle for his facilitation.

V. ADJOURNMENT

President Kronenberg adjourned the meeting at 3:55 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: February 10, 2010

From: Sheri Gamba
Associate Superintendent Business Services

Agenda Item: CI C.1

Subject: Grants/Awards/Agreements

Background Information: Formal acceptance is requested from the Board of Education to accept the grants/awards/agreements, as detailed on the attached sheet dated February 10, 2010.

Recommendation: Recommend Approval

Fiscal Impact: As noted per grants summary

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

GRANT / AWARD / AGREEMENT NOTIFICATIONS

Project Name	Project Amount for Budget Period	Funding Agency	Comments
2009-2010 Part C, Early Intervention Grant Resource # 3385	\$83,664 7/1/09 - 6/30/10	California Department of Education - Special Education Division, Grants	Support for the Early Intervention program PCA # 23761-01
2009-2010 Low Incidence Entitlements Resource # 6530	\$11,593 4/1/09 - 6/30/10	California Department of Education - Special Education Division, Grants	Low Incidence Entitlement PCA # 24464-01
National Board for Professional Teaching Standards 20,000 Tchr Incentive Award Resource # 6267	\$18,831.68 11/1/08 - 12/31/09	California Department of Education - English Learner & Curriculum Support Division	Incentive Award for Mary Angel, Marcella McClinton-Jamerson, Cinda Rapp and Marie Stephanie Serrano PCA # 24042-20

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: February 10, 2010

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

Agenda Item: CI \ C.2

Subject: Acceptance of Donations

Background Information: The District has received donations as summarized on the attached sheet dated February 10, 2010. 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 Corp. Foundation/Craig Geldard	Field Trips	\$ 150.00	Downer Elementary School
PG & E Campaign for Community	Supplies	\$ 60.00	Ellerhorst Elementary School
Wells Fargo Comm. Support	Supplies	\$ 105.00	Ellerhorst Elementary School
Wells Fargo Edu. Matching Gift Program	Supplies	\$ 100.00	Ellerhorst Elementary School
		\$ 144.00	Ford Elementary School
PG & E Corp./Clayborn Madison	Supplies	\$ 320.00	Hanna Ranch Elementary School
PG & E Corp. Campaign for the Community	Supplies	\$ 93.00	Hanna Ranch Elementary School
PG & E Corp. Campaign for the Community	Supplies	\$ 93.00	Hanna Ranch Elementary School
PG & E Corp. Foundation/Nancy Estebez	Supplies	\$ 93.00	Hanna Ranch Elementary School
Ms. Aileen D. Gillem	Close Up Going to Washington	\$ 100.00	Kennedy High School
Mr. Maceo R. Grant	Basketball Supplies	\$ 50.00	Kennedy High School
Mr. & Mrs. Michael I Peritz	Close Up Going to Washington	\$ 50.00	Kennedy High School
	Close Up Going to Washington	\$ 25.00	Kennedy High School
Ms. Phyllis Sagle		\$ 25.00	Lovonya DeJean Middle School
Marcia K. Hataye	Script Spelling Bee Prize	\$ 25.00	Lovonya DeJean Middle School
PG & E Corp./Marco Rios	Supplies	\$ 43.75	Murphy Elementary School
Yang Zhang	Supplies	\$ 500.00	Olinda Elementary School
Wells Fargo Community	AASU	\$ 175.00	Pinole Valley High School
Wells Fargo Foundation	School Welfare	\$ 100.00	Pinole Valley High School
CVS Pharmacy/Tim Madge	Supplies	\$ 250.00	Sheldon Elementary School
Roberto & Leticia Arias	Elem. Music Instructor	\$ 40.00	Stewart Elementary School
Alexander & Remedios Belan	Elem. Music Instructor	\$ 40.00	Stewart Elementary School
Noberta Castro	Elem. Music Instructor	\$ 20.00	Stewart Elementary School
Daniel Chavez	Elem. Music Instructor	\$ 20.00	Stewart Elementary School
Sun Choe	Elem. Music Instructor	\$ 20.00	Stewart Elementary School
Claire Farrales	Elem. Music Instructor	\$ 10.00	Stewart Elementary School
Francis S. Feliciano	Elem. Music Instructor	\$ 20.00	Stewart Elementary School
Michelle D. Jerge	Elem. Music Instructor	\$ 20.00	Stewart Elementary School
Christie G. Lapitan	Elem. Music Instructor	\$ 20.00	Stewart Elementary School
Neil Mart	Elem. Music Instructor	\$ 45.00	Stewart Elementary School
Jose & Mildred Moran	Elem. Music Instructor	\$ 40.00	Stewart Elementary School
Sheila Pajar	Elem. Music Instructor	\$ 20.00	Stewart Elementary School
Stewart Band Committee	Elem. Music Instructor	\$ 65.00	Stewart Elementary School

<u>Donor Name</u>	<u>Description or Purpose</u>	<u>Estimated Value</u>	<u>Receiving School or Department</u>
Ron & Ashley Latter	*Folders, Binder Paper, Extension Cords, Christmas lights and misc Books	\$ 3,399.00	WCCUSD Pupil Services Center
West County Public Education Fund	Every Day Math Training	\$ 3,000.00	WCCUSD Curriculum & Instruction

* 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: February 10, 2010

From: Sheri Gamba
Associate Superintendent Business Services

Agenda Item: CI C.3

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 February 10, 2010.

Recommendation: Recommend Approval

Fiscal Impact: Additional revenue for schools

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

APPROVAL OF FUND-RAISERS

<u>School</u>	<u>Fund-Raising Activity</u>	<u>Activity Sponsor</u>
El Cerrito High School	Red Envelope Grams	Asian Student Union
El Cerrito High School	Sock Drive	El Cerrito Interact Club
El Cerrito High School	Support the Rainforest Movie	El Cerrito Interact Club
El Cerrito High School	Movie Showing	El Cerrito Interact Club
Hercules Middle High School	Rose and Candy Sales	HMHS Creative Writing Class
Hercules Middle High School	Little Caesar's Pizza Sale	HMHS Music Club
Hercules Middle High School	Valentine's Day Flower Sale	HMHS Swim Team
Pinole Valley High School	Bracelet Sale for Haiti	Ms. Kahn, Mr. Chilcott, Ms Kaplan

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: February 10, 2010

From: Sheri Gamba
Associate Superintendent Business Services

Agenda Item: CI C.4

Subject: Contracted Services

Background Information: Permission is requested of the Board of Education to approve the following contracts for services as detailed on the attached sheets dated February 10, 2010.

Recommendation: Recommend Approval

Fiscal Impact: As noted per contracts summary

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

CONTRACTED SERVICES

The following professional consultant services are recommended for approval.

<u>DEPARTMENT</u>	<u>DATE OF SERVICE</u>	<u>CONSULTANT NAME</u>	<u>COST & FUNDING</u>	<u>PURPOSE</u>
Curriculum- State Project	8/25/09 Thru 6/10/10	Bay Area Community Resources R16692	\$57,900 QEIA	To provide individual and group counseling, activities include assessment, intake and treatment plan formulation. Also includes consultation with parents/guardians and family sessions as indicated. Maintenance of clinical files, including case notes and plans at DeAnza High School.

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

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education

Meeting Date: February 10, 2010

From Sheri Gamba
Associate Superintendent Business Services

Agenda Item: CI C.5

Subject: Summary of Payroll and Vendor Warrant Reports

Background Information: Attached are the summaries of Payroll and Vendor Warrants issued during the month of January, 2010.

Total of payroll warrants: \$ 9,573,450
Total of vendor warrants: \$17,962,282

Recommendation: Recommend approval of the payroll and vendor warrant reports

Fiscal Impact: As noted above

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

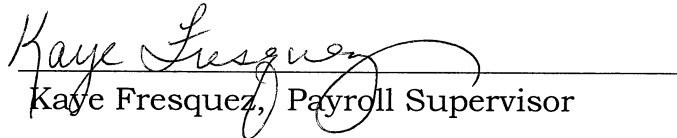
Approved _____ Not Approved _____ Tabled _____

West Contra Costa Unified School District

Month of : January 29, 2010

Payrolls	Warrant From	Numbers To	Total Warrants Current	Total Warrants Previous	Total Warrants To Date
Regular	290283	291122	2,050,547	8,390,843	10,441,390
Reg. EFT	252490	254408	5,798,771	22,103,152	27,901,923
Variable	588729	589919	833,494	4,583,039	5,416,533
Var. EFT	251444	252489	673,386	4,213,830	4,887,216
Special	589920	590282	213,766	41,245	255,011
Special EFT				0	0
Typed	296951	296962	8,848	80,839	89,687
BENEFITS	577523	577791	0	130,698	130,698
Cancelled	Various	Various	(5,361)	(81,866)	(87,227)
Totals			9,573,450	39,461,780	49,035,230

Salary detail is available upon request in the Payroll office.


 Kaye Fresquez, Payroll Supervisor

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
WEEKLY VENDOR WARRANT REPORT
2009-2010

PAYMENT

DATE: January 7, 2010

PAGE-1

FUND#	FUND DESCRIPTION	WARRANT FROM	NUMBERS TO	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL	420775	420937	4,298,958	45,581,130	49,880,088
7706	CAFETERIA	420774	420936	47,472	2,237,117	2,284,589
7707	CHILD DEVELOPMENT				122,173	122,173
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY	420819	420926	15,662	4,385,418	4,401,080
7710	BUILDING	420779	420938	749,664	26,751,805	27,501,469
7711	CAPITAL FACILITIES	420850	420850	120	379,905	380,025
7712	SELF INSURANCE PROPERTY & LIABILITY	420850	420909	14,816	1,864,752	1,879,568
7713	STATE SCHOOL LEASE/PURCHASE				0	0
7714	COUNTY SCHOOL FACILITIES				0	0
7715	SPECIAL RESERVE FOR NON-CAPITAL OUTLAY				0	0
7719	CHARTER SCHOOL				0	0
7725	MRAD				0	0
7728	DEBT SERVICE				0	0
7744	RETIREE BENEFITS	420791	420927	5,948	193,917	199,865
7770	ADULT EDUCATION	420888	420898	2,106	139,581	141,687
7785	DEFERRED MAINTENANCE	420930	420930	6,349	516,648	522,997
7701	PAYROLL REVOLVING				27,911,175	27,911,175
	TOTALS			5,141,095	110,083,621	115,224,716


Prepared By


Accounting Supervisor

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
WEEKLY VENDOR WARRANT REPORT
2009-2010

PAYMENT

DATE: January 13, 2010

PAGE-2

FUND#	FUND DESCRIPTION	WARRANT FROM	NUMBERS TO	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL	420962	421020	1,087,711	49,880,088	50,967,799
7706	CAFETERIA	420982	421115	60,414	2,284,589	2,345,003
7707	CHILD DEVELOPMENT	420967	421007	4,551	122,173	126,724
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY	421027	421114	67,893	4,401,080	4,468,973
7710	BUILDING	420961	421119	1,087,252	27,501,469	28,588,721
7711	CAPITAL FACILITIES	421068	421120	4,423	380,025	384,448
7712	SELF INSURANCE PROPERTY & LIABILITY	421068	421098	24,155	1,879,568	1,903,723
7713	STATE SCHOOL LEASE/PURCHASE				0	0
7714	COUNTY SCHOOL FACILITIES				0	0
7715	SPECIAL RESERVE FOR NON-CAPITAL OUTLAY				0	0
7719	CHARTER SCHOOL				0	0
7725	MRAD				0	0
7744	RETIREE BENEFITS				199,865	199,865
7770	ADULT EDUCATION	420976	421075	21,233	141,687	162,920
7785	DEFERRED MAINTENANCE				522,997	522,997
7701	PAYROLL REVOLVING				27,911,175	27,911,175
	TOTALS			2,357,632	115,224,716	117,582,348

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
WEEKLY VENDOR WARRANT REPORT
2009-2010

PAYMENT
DATE: January 21, 2010

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FUND#	FUND DESCRIPTION	WARRANT FROM	NUMBERS TO	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL	421122	421369	593,911	50,967,799	51,561,710
7706	CAFETERIA	421141	421358	192,010	2,345,003	2,537,013
7707	CHILD DEVELOPMENT	421167	421371	2,022	126,724	128,746
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY	421265	421368	26,001	4,468,973	4,494,974
7710	BUILDING	421133	421370	1,026,521	28,588,721	29,615,242
7711	CAPITAL FACILITIES				384,448	384,448
7712	SELF INSURANCE PROPERTY & LIABILITY	421306	421338	13,284	1,903,723	1,917,007
7713	STATE SCHOOL LEASE/PURCHASE				0	0
7714	COUNTY SCHOOL FACILITIES				0	0
7715	SPECIAL RESERVE FOR NON-CAPITAL OUTLAY				0	0
7719	CHARTER SCHOOL				0	0
7725	MRAD				0	0
7728	DEBT SERVICE				0	0
7744	RETIREE BENEFITS				199,865	199,865
7770	ADULT EDUCATION	421137	421338	2,049	162,920	164,969
7785	DEFERRED MAINTENANCE	421130	421338	11,516	522,997	534,513
7701	PAYROLL REVOLVING				27,911,175	27,911,175
	TOTALS			1,867,314	117,582,348	119,449,662

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
WEEKLY VENDOR WARRANT REPORT
2009-2010

PAYMENT

DATE: January 27, 2010

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FUND#	FUND DESCRIPTION	WARRANT FROM	NUMBERS TO	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL	421372	421587	1,365,856	51,561,710	52,927,566
7706	CAFETERIA	421420	421567	74,623	2,537,013	2,611,636
7707	CHILD DEVELOPMENT	421415	421415	405	128,746	129,151
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY	421377	421539	39,527	4,494,974	4,534,501
7710	BUILDING	421376	421585	944,807	29,615,242	30,560,049
7711	CAPITAL FACILITIES	421529	421585	11,796	384,448	396,244
7712	SELF INSURANCE PROPERTY & LIABILITY	421394	421510	275,846	1,917,007	2,192,853
7713	STATE SCHOOL LEASE/PURCHASE				0	0
7714	COUNTY SCHOOL FACILITIES				0	0
7715	SPECIAL RESERVE FOR NON-CAPITAL OUTLAY				0	0
7719	CHARTER SCHOOL				0	0
7725	MRAD				0	0
7728	DEBT SERVICE				0	0
7744	RETIREE BENEFITS				199,865	199,865
7770	ADULT EDUCATION	421434	421575	2,335	164,969	167,304
7785	DEFERRED MAINTENANCE	421478	421478	108,613	534,513	643,126
7701	PAYROLL REVOLVING				27,911,175	27,911,175
	TOTALS			2,823,808	119,449,662	122,273,470

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
WEEKLY VENDOR WARRANT REPORT
2009-2010

PAYMENT

DATE: January 8, 2010

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FUND#	FUND DESCRIPTION	WARRANT FROM	NUMBERS TO	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL				52,927,566	52,927,566
7706	CAFETERIA				2,611,636	2,611,636
7707	CHILD DEVELOPMENT				129,151	129,151
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY				4,534,501	4,534,501
7710	BUILDING				30,560,049	30,560,049
7711	CAPITAL FACILITIES				396,244	396,244
7712	SELF INSURANCE PROPERTY & LIABILITY				2,192,853	2,192,853
7713	STATE SCHOOL LEASE/PURCHASE				0	0
7714	COUNTY SCHOOL FACILITIES				0	0
7715	SPECIAL RESERVE FOR NON-CAPITAL OUTLAY				0	0
7719	CHARTER SCHOOL				0	0
7725	MRAD				0	0
7728	DEBT SERVICE				0	0
7744	RETIREE BENEFITS				199,865	199,865
7770	ADULT EDUCATION				167,304	167,304
7785	DEFERRED MAINTENANCE				643,126	643,126
7701	PAYROLL REVOLVING	420939	420960	871,478	27,911,175	28,782,653
	TOTALS			871,478	122,273,470	123,144,948

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
WEEKLY VENDOR WARRANT REPORT
2009-2010

PAYMENT

DATE: January 29, 2010

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FUND#	FUND DESCRIPTION	WARRANT FROM	NUMBERS TO	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL				52,927,566	52,927,566
7706	CAFETERIA				2,611,636	2,611,636
7707	CHILD DEVELOPMENT				129,151	129,151
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY				4,534,501	4,534,501
7710	BUILDING				30,560,049	30,560,049
7711	CAPITAL FACILITIES				396,244	396,244
7712	SELF INSURANCE PROPERTY & LIABILITY				2,192,853	2,192,853
7713	STATE SCHOOL LEASE/PURCHASE				0	0
7714	COUNTY SCHOOL FACILITIES				0	0
7715	SPECIAL RESERVE FOR NON-CAPITAL OUTLAY				0	0
7719	CHARTER SCHOOL				0	0
7725	MRAD				0	0
7728	DEBT SERVICE				0	0
7744	RETIREE BENEFITS				199,865	199,865
7770	ADULT EDUCATION				167,304	167,304
7785	DEFERRED MAINTENANCE				643,126	643,126
7701	PAYROLL REVOLVING	421588	421646	4,900,955	28,782,653	33,683,608
	TOTALS			4,900,955	123,144,948	128,045,903

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:** February 10, 2010
From: Jessica R. Romeo **Agenda Item:** CI C.6
Assistant Superintendent Human Resources
Subject: Resolution No. 68-0910: Week of the School Administrator – March 1-5, 2010

Background Information:

Administrators of California's public school are commended for their support of, and contribution to, quality education in the state.

Recommendation: Recommended 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. 68-0910**

**Week of the School Administrator
March 1-5, 2010**

WHEREAS, Leadership Matters for California’s public education system and the more than 6 million students it serves; and

WHEREAS, school administrators are passionate, lifelong learners who believe in the value of quality public education; and

WHEREAS, the title “school administrator” is a broad term used to define many education leadership posts. Superintendents, assistant superintendents, principals, assistant principals, special education and adult education leaders, curriculum and assessment leaders, school business officials, classified educational leaders, and other school district employees are considered administrators; and

WHEREAS, providing quality service for student success is paramount for the profession; and

WHEREAS, most school administrators began their careers as teachers. The average administrator has served in public education for more than a decade. Most of California’s superintendents have served in education for more than 20 years. Such experience is beneficial in their work to effectively and efficiently lead public education and improve student achievement; and

WHEREAS, public schools operate with lean management systems. Across the nation, public schools employ fewer managers and supervisors than most public and private sector industries, including transportation, food service, manufacturing, utilities, construction, publishing and public administration; and

WHEREAS, school leaders depend on a network of support from school communities – fellow administrators, teachers, parents, students, businesses, community members, board trustees, colleges and universities, community and faith-based organizations, elected officials and district and county staff and resources – to promote ongoing student achievement and school success; and

WHEREAS, research shows great schools are led by great principals, and great districts are led by great superintendents. These site leaders are supported by extensive administrative networks throughout the state; and

WHEREAS, the State of California has declared the first full week of March as the “Week of the School Administrator” in Education Code 44015.1; and

WHEREAS, the future of California’s public education system depends upon the quality of its leadership;

NOW THEREFORE, BE IT RESOLVED, by the governing board of the West Contra Costa Unified School District that all school leaders in the West Contra Costa Unified School District be commended for the contributions they make to successful student achievement; and be it further

PASSED AND ADOPTED, by the Board of Education of the West Contra Costa Unified School District on the 10th day of February 2010, 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 February 10, 2010.

Madeline Kronenberg, President
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: February 10, 2010

From: Steve Collins
SELPA Director

Agenda Item: CI C.7

Subject: Resolution No. 58-0910 - Disabilities Awareness Month – March 2010

Background Information: This resolution proclaims the month of March 2010 as Disabilities Awareness Month and encourages all schools and educational communities to commemorate this occasion with meaningful student activities and programs that promote and demonstrate learning about and understanding individuals with disabilities.

Recommendation: Board 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. 58-0910

**PROCLAMATION
DISABILITY AWARENESS MONTH
MARCH 2010**

- Whereas,** Individuals with disabilities are a significant and vital group within our society; and
- Whereas,** Students with disabilities are represented in all grades and programs of the West Contra Costa Unified School District from infants through post High School; and
- Whereas,** The diversity of this group includes the physically disabled, hearing impaired, visually impaired, learning disabled, developmentally delayed, emotionally disturbed, and multiple disabilities; and
- Whereas,** Despite the hardships, barriers and challenges they encounter, individuals with disabilities have made substantial historical, cultural, social, economic and other contributions that enrich our society; and
- Whereas,** West Contra Costa School District embraces individuals with disabilities as a part of its ongoing commitment to appreciating and valuing the diversity of our population; and
- Whereas,** There will be a positive effect in society as our students gain a greater understanding and appreciation for those citizens who have disabilities; and
- Whereas,** All of our students should be educated in the least restrictive environment and fully included to the greatest degree appropriate both in education and the greater society.

Therefore Be It Resolved, on February 10, 2010 that the West Contra Costa Unified School District Board of Education proclaims the month of March 2008 as **Disability Awareness Month** and encourages all of its schools to commemorate this occasion with appropriate instructional activities, and be it further;

Resolved, That the Board of Education directs that suitable prepared copies of this resolution be distributed to all schools and offices in West Contra Costa Unified School District, local libraries and the office of the Mayors of the municipalities serviced by the West Contra Costa Unified School District.

AYES _____ NOES _____ ABSENT _____ ABSTAIN _____

I HEREBY CERTIFY that the foregoing resolution 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 held on February 10, 2010.

Bruce Harter, Ph.D.
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:** February 10, 2010
From: Nia Rashidchi, Assistant Superintendent **Agenda Item:** CI C.8
Educational Services
Subject: Resolution No. 66-0910: Read Across America - March 2, 2010

Background Information: The West Contra Costa Unified School District and the Board of Education join with the United Teachers of Richmond in calling on the citizens of West Contra Costa to assure that every child is in a safe place reading with a caring adult on Tuesday, March 2, 2010.

Recommendation: 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. 66-0910

**READ ACROSS AMERICA
MARCH 2, 2010**

WHEREAS, the citizens of West Contra Costa County stand firmly committed to promoting reading as the catalyst for our students' future academic success, their preparation for America's jobs of the future, and their ability to compete in a global economy; and

WHEREAS, the employees of West Contra Costa Unified School District strive to provide significant leadership in the area of community involvement in the education of our youth, grounded in the principle that educational investment is key to the community's well-being and long-term quality of life; and

WHEREAS, the West Contra Costa Unified School District has determined that the creativity and flexibility of its classroom teachers is a vital element in the ability of the District to foster a life-long love of reading among its students; and

WHEREAS, the teaching profession as represented by the National Education Association, the California Teachers Association, and the United Teachers of Richmond annually celebrate reading by sponsoring *Read Across America*; and

WHEREAS, *Read Across America*, a national celebration of Dr. Suess' birthday on March 2, 2010 promotes reading and adult involvement in the education of our community's students.

NOW, THEREFORE BE IT RESOLVED, that the Governing Board of the West Contra Costa Unified School District joins with the United Teachers of Richmond, CTA/NEA in calling on the citizens of West Contra Costa to assure that every child is in a safe place reading with a caring adult on March 2, 2010; and

BE IT FURTHER RESOLVED, that this body enthusiastically endorses *Read Across America* and the District-wide reading challenge that is integral to this year's celebration, and recommits our community to engage in programs and activities to make America's children the best readers in the world.

IN WITNESS THERETO, we, the West Contra Costa Unified School District Board of Education, do hereby adopt this resolution this tenth day of February 2010 by the following vote:

AYES _____ NOES _____ ABSENT _____ ABSTAIN _____

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Governing Board of the West Contra Costa Unified School District at a public meeting of said Board held on February 10, 2010.

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:** February 10, 2010
From: Jessica R. Romeo **Agenda Item:** CI C.9
Assistant Superintendent Human Resources
Subject: Resolution No. 69-0910: Determination of Tie-Breaking Criteria for 2010-2011

Background Information: In the event the district must reduce certificated staff for the 2010-2011 school year, such reductions must be made on the basis of seniority. Whenever two or more employees have the same date of hire, it is necessary to have specific criteria upon which to base reduction decisions. The criteria for the same date of hire are listed on the attached resolution. Upon approval of the criteria the district seniority list can be finalized and posted at all sites where certificated staff is employed.

Recommendation: Recommend Approval

Fiscal Impact: To be determined

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

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 69-0910**

DETERMINATION OF TIE-BREAKING CRITERIA FOR 2010-2011

Pursuant to provisions of the Education Code section 44955, the Board of Education is required to determine the District's needs should it become necessary to determine the order of termination of employees who first rendered paid service to the District on the same day.

For the 2010-2011 school year only, to meet the requirements of section 44955, the Board of Education determines the needs of the District and the students by establishing the following tie-breaking criteria:

- A. Possession of B-CLAD or emergency B-CLAD.
- B. Possession of CLAD
- C. Possession of a Special Education Credential
- D. Possession of Preliminary/Clear Credential

TIE BREAKING PROCEDURE

One point will be given for each credential or certificate held.

In the event that common day hires have equal qualifications based upon the application of the above criteria, the District will then break ties by utilizing a lottery.

Adopted by the Governing Board of the West Contra Costa Unified School District on the 10th day of February 2010, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT

Madeline Kronenberg, President
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

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

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education

Meeting Date: February 10, 2010

From: Wendell Greer 
Associate Superintendent, K – Adult Education

Agenda Item: CI C.10

Subject: Certification of Athletic Coaches – Winter Sports

Background Information:

Under California Education Code Section 5593, all athletic team coaches are required to be certified annually. Topics covered during the training include first aid, CPR, coaching techniques, adolescent psychology (as it relates to sports participation), and ethics. Attached are the lists of coaches from each of the high school for fall sports.

Recommendation: Approval

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

Certification of Coaches Form

_____ Fall X Winter _____ Spring

I certify that the following individuals are fully qualified and have met all requirements listed in CCR, Section 5593

	NAME	SPORT
1	ANTHONY GEDDINS	BOYS BASKETBALL
2	DARIN FLECHERO	BOYS BASKETBALL
3	JEREMIAH FELDER	BOYS BASKETBALL
4	RAMON CLEMONS	BOYS BASKETBALL
5	DAN O'SHEA	GIRLS BASKETBALL
6	ROBERT CRAIN	GIRLS BASKETBALL
7	FRED MINO	GIRLS BASKETBALL
8	KYLE WEEKS	BOYS SOCCER
9	ALBERTO URIBE	BOYS SOCCER
10	FRANCISCO CARRASCO	BOYS SOCCER
11	DENNS NUNEZ	BOYS SOCCER
12	NIKKI FERGUSON	GIRLS SOCCER
13	MICHAEL LAMBIRTH	GIRLS SOCCER
14	GUILLERMO PERLA	GIRLS SOCCER
15		
16		
17		
18		
19		
20		

Principal: Sue Kahn

School: Pinole Valley HS

Signature: 

Date: 01/22/10

Certification of Coaches Form

 Fall X Winter Spring

I certify that the following individuals are fully qualified and have met all requirements listed in CCR, Section 5593

	NAME	SPORT
1	Booker, Michael	Boys Basketball
2	Cooney, David	Girls Soccer
3	Gaither, Brian	Girls Basketball
4	Grant, Eric	Boys Basketball
5	Herrera, Jesse	Boys Basketball
6	Jackson, Daryl	Boys Basketball
7	Jackson, Tangie	Girls Basketball
8	Jimenez, Jose	Boys Soccer
9	Lindsay, James	Boys Soccer
10	Porras, Luis	Boys Soccer
11	Sanders, Krisey	Girls Basketball
12	Sudduth, Charles	Boys Basketball
13	Thomas, Raymond	Boys Basketball
14	Valera, Willy	Girls Soccer
15		
16		
17		
18		
19		
20		

Principal: Jason Reimann

School: El Cerrito High

Signature: 

Date: 10-21-09 gfa

Certification of Coaches Form

_____ Fall X Winter _____ Spring

I certify that the following individuals are fully qualified and have met all requirements listed in CCR, Section 5593

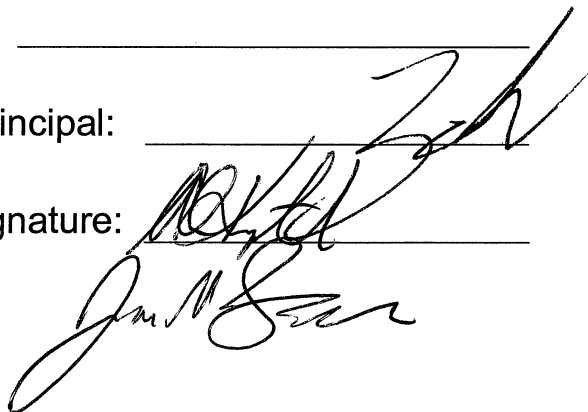
	NAME	SPORT
1	David Quesada	Basketball (Girls)
2	Willie Lanere	Basketball (Girls)
3	Alaina Krystek	Basketball (Girls)
4	Joe Dumaguing	Basketball (Girls)
5	Jerrone Davis	Basketball (Girls)
6	Gerald Montgomery	Basketball (Boys)
7	Andrew Evans	Basketball (Boys)
8	Robert Giron	Basketball (Boys)
9	Jessie Wilson	Basketball (Boys)
10	Sergio Garcia Romero	Soccer (Boys)
11	Chris Rogers	Soccer (Girls)
12		
13		
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19		
20		

Principal: _____

School: Hercules _____

Signature: _____

Date: 01/22/2010 _____



Certification of Coaches Form

_____ Fall X Winter _____ Spring

I certify that the following individuals are fully qualified and have met all requirements listed in CCR, Section 5593

	NAME	SPORT
1	<u>Ramon Paniagua</u>	<u>Soccer – Girls Varsity</u>
2	<u>Carlos Menjivar</u>	<u>Soccer – Boys Varsity</u>
3	<u>Reynaldo Montano</u>	<u>Soccer – Boys J. V.</u>
4	<u>Francisco Lopez</u>	<u>Soccer – Boys J. V.</u>
5	<u>Magaly Junco</u>	<u>Soccer – Girls J. V.</u>
6	<u>Mike Ogbemor</u>	<u>Basketball – Girls Varsity</u>
7	<u>Elliott Shaw</u>	<u>Basketball – Boys Varsity</u>
8	<u>Kevin Page</u>	<u>Basketball – Boys J. V.</u>
9	<u>Lori Nardone</u>	<u>Cheerleading</u>
10	<u>Kendra Smith</u>	<u>Cheerleading</u>
11	<u>Morlin Cortez</u>	<u>Soccer – Boys J.V.</u>
12	_____	_____
13	_____	_____
14	_____	_____
15	_____	_____
16	_____	_____
17	_____	_____
18	_____	_____
19	_____	_____
20	_____	_____

Principal: Kenneth Gardner

School: De Anza High

Signature: 

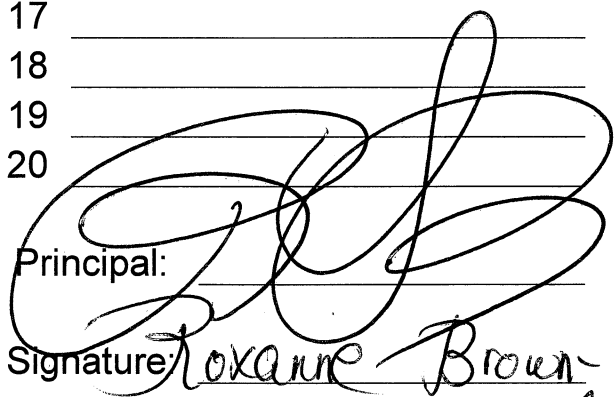
Date: 1/21/10

Certification of Coaches Form

_____ Fall x Winter _____ Spring

I certify that the following individuals are fully qualified and have met all requirements listed in CCR, Section 5593

	NAME	SPORT
1	Vincente Cruz	Boys Varsity Soccer
2	Tim Johnson	Boys J.V. Soccer
3	Anna Edgerton	Girls Varsity Soccer
4	Guthrie Fleischman	Boys Varsity Basketball
5	Mack Carminer	Boys J.V. Basketball
6	Kady Pooler	Girls Varsity Basketball
7	Deonte Bailey	Girls J.V. Basketball
8		
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Principal: 

Signature: Roxanne Brown

School: JFK _____

Date: 1-27-09 _____

Garica

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:** February 10, 2010
From: Bill Fay **Agenda Item:** CI C.11
 Associate Superintendent for Operations
Subject: Hercules Middle High Quad Landscape and Parking Project Award of Contract

Background Information: Hercules Middle High School still has areas remaining to complete which were left unfinished at the time of the original construction due to funding constraints. This project is the next step in completing the campus site work and includes the construction of the student quad area on the middle school side of the campus east of the Admin/Library Building. The project also includes construction of additional parking for staff on the middle side of campus at an unfinished parking area along the rear of the campus.

WLC Architects and Vallier Design Associates have completed plans and specifications for the project. The District conducted a public bid of the project. Bids were opened on December 17, 2009. Fifteen contractors submitted bids. They are as follows:

Contractor	McNabb Construction	Bruce Carone Grading	Carone & Company	Bay Citie Paving	Hess Construction
Total Bid	\$247,450	\$279,000	\$279,500	\$324,800	\$305,300
Contractor	Argonaut Constructors	OC Jones & Sons	Goldspring International	WR Forde	JA Gonsalves & Son
Total Bid	\$317,897	\$312,985	\$358,776	\$568,000	\$446,530
Contractor	Grade Tech Inc.	EVRA Construction	Suarez & Munoz	RP Engineers	Sposeto Engineering
Total Bid	\$284,000	\$287,000	\$316,898	\$290,141	\$356,300
Contractor	ERA Construction	Galeridge Construction	Evans Bros.		
Total Bid	\$324,486	\$367,950	\$316,898		

Subsequent to the bid opening, and within the time allotted in the contract documents, a bid protest was received from the second low bidder, Bruce Carone Grading. The protest alleged non-responsiveness for failure to list a designated safety surfacing subcontractor. After review with both parties and District legal counsel, it has been confirmed that McNabb Construction self-performs this work, and will use the specified product. Therefore, the lowest responsive, responsible bidder is McNabb Construction at \$247,450.

Recommendation: Award contract to lowest responsive, responsible bidder.

Fiscal Impact: \$247,450. Funded from the Capital Facilities Fund, Fund 25.

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:** February 10, 2010
From: Bill Fay **Agenda Item:** CI C.12
Associate Superintendent for Operations
Subject: Rejection of Claim for Refund of Developer Fees by Castle Companies for Country Club Villas Project in Richmond, CA.

Background Information: On December 18, 2009, Castle Companies, on behalf of Castle Principles, LLC, notified the District that it would be paying current developer fees “under protest” for new permits at the Country Club Villas Project in Richmond, California. Castle claims that, since the District is closing schools and increasing class sizes, that no developer fees may be imposed because of lack of evidence of a nexus between its project and the need for classroom space. Castle seeks refund of \$46,516.11, plus interest, for fees paid contemporaneously with the claim letter/fee protest.

Since the fees currently imposed are based on statutory authority and a fee study in place for two years, we are advised that this claim has no merit. Because of the possible application of the Government Code process required to reject claims on grounds other than the developer fee statute, which process may or may not apply to this type of claim, District legal counsel advises to reject the current claim as soon as possible.

Recommendation: Reject the Claim of Castle Companies, on behalf of Castle Principles, LLC, of December 18, 2009, for any refund or reduction of Board-approved 2009 developer fees on the Country Club Villas Project in Richmond, California.

Fiscal Impact: Full fiscal impact not known.

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:** February 10, 2010
From: Bill Fay **Agenda Item:** CI C.13
Associate Superintendent for Operations
Subject: Appointment of Tim Banuelos to the Citizens' Bond Oversight Committee

Background Information:

The Pinole City Council, at their meeting on December 19, 2009, appointed Timothy Banuelos as Pinole's representative on the WCCUSD Citizens' Bond Oversight Committee. Mr. Banuelos will serve on the CBOC from January, 2010 to December 31, 2012.

Recommendation: Approve appointment

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____



CITY OF PINOLE

City Clerk's Office

2131 Pear Street
Pinole, CA 94564
Phone: (510) 724-9002
FAX: (510) 724-9826
www.ci.pinole.ca.us

January 21, 2010

Mr. Bill Fay
WCCUSD
Operations Division
1808 Bissell Avenue
Richmond, CA 94801

Re: Appointment of Tim Banuelos as the Pinole Delegate to the
West Contra Costa Unified School District Bond Oversight Committee

Dear Mr. Fay:

On behalf of the Pinole City Council, it is my pleasure to officially advise you of the appointment of Timothy Banuelos as Pinole's delegate representative on the WCCUSD Bond Oversight Committee. Peter Murray would continue to serve as the alternate. This action was taken by the City Council at the Regular meeting held on Tuesday, December 15, 2009. This letter is follow-up to an email announcement sent on December 19, 2009.

I understand that appointments to this board are for a two-year term. Council Member Banuelos' appointment is from January 1, 2010 to December 31, 2012.

Please contact me if you have any questions.

Sincerely,

Patricia Athenour, MMC
City Clerk

Cc: Tim Banuelos
Peter Murray

**RECEIVED
WCCUSD**

JAN 26 2010

Associate Superintendent
Operations

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:** February 10, 2010
From: Bill Fay **Agenda Item:** CI C.14
Associate Superintendent for Operations
Subject: Ratification and Approval of Negotiated Change Orders

Background information:

Staff is seeking ratification of Change Orders on the following current District construction projects: DeAnza High School Baseball Field and Ford Elementary 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.

Recommendation: Ratify negotiated Change Orders as noted.

Fiscal Impact: Total ratification and approval by this action: \$27,336.84

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

February 10, 2010 Change Order Ratification Summary

	Project	Company	Original Contract	Previously Approved CO's	Items Pending Board Action		Total CO's	CO Percent of Original Contract	Adjusted New Contract	Change Order Numbers
					CO's Pending Ratification	CO's Pending Approval				
1	De Anza HS Baseball Field Improvements	Bay Cities Paving & Grading	\$1,350,000.00	\$31,854.16	\$13,051.84	\$0.00	\$44,906.00	3.33%	\$1,394,906.00	2
2	Ford ES New School	Alten Construction	\$16,734,206.00	\$0.00	\$14,285.00	\$0.00	\$14,285.00	0.09%	\$16,748,491.00	1

Pending Board Actions	Ratifications	\$27,336.84
	Approvals	\$0.00
	Total Board Action	\$27,336.84

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:** February 10, 2010
From: Bill Fay **Agenda Item:** CI C.15
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: \$355,500. Funding sources as noted

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

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

ENGINEERING & ARCHITECTURAL SERVICES CONTRACTS

Project/Funding	Dates	Firm	Contract Cost	Reference
Pinole Middle Main Building Renovations Measure J Bond	January 2010 thru March 2011	Grossman Design Group	Hourly, not to exceed \$90,000.	Construction phase waterproofing services. On-site roofing inspection services.
New Middle School at Castro Site Measure J Bond	February 2010 thru June 2010	Kleinfelder	\$21,300	Geotechnical Engineering and Geohazards Report for Construction Documents.
All District Construction Projects Measure J Bond	February 2010 thru June 2010	Production Technical Services, Steve Cayson Class I DSA Inspector	\$109,400	Master Inspector of Record. Supervising inspection services. Utility coordination for construction.
Portola Middle School Main Classroom Building Measure J Bond	February 2010 thru April 2010	Thornton Tomasetti Structural Engineers	\$19,400	Structural engineering services for DSA required steps to complete Seismic Mitigation Program funding request.
Crespi Jr. High Gym Repairs Emergency Repair Program ("ERP")	February 2010 thru August 2010	Allana Buick + Bers	\$25,400	Waterproofing consulting services re Gym walls and concrete repairs.
Ford Elementary New Campus Measure J Bond	January 2010 thru August 2011	Grossman Design Group	Hourly not to exceed \$90,000	Construction phase waterproofing services. On-site roofing inspection services.

February 10, 2010

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:** February 10, 2010
From: Bill Fay **Agenda Item:** CI C.16
Associate Superintendent for Operations
Subject: E-Rate Funding Year 13 – Contract Award of Vendor Upon E-Rate Funding Approval.

Background Information: The Schools and Libraries Program of the Universal Service Fund, commonly known as "E-Rate," provides assistance to schools and libraries in the U.S. to obtain affordable telecommunications and internet access infrastructure. The level of funding from the E-Rate program depends on economic need and on the percentage of students participating in the Free and Reduced Lunch Program. The application window for FY2010 (known as E-Rate Year 13) is now open, and the District proposes to apply for full funding by the E-Rate Program for the following projects:

1. **WAN END-TO-END MANAGED SOLUTION:** Will provide comprehensive support for Wide Area Network (WAN) implementation and management, enabling the District to improve, expand and maintain a global WAN efficiently and cost-effectively including network design, implementation, installation and management of networking solutions.
2. **WIRELESS ACCESS INFRASTRUCTURE:** Will provide students, faculty and administrators with secured, easy and instant wireless access to applications and information at eligible locations. Instant wireless access to educational applications has resulted in enhanced learning environments, improved student achievement, reduced IT support calls and faculty training costs, and maximized teacher mobility.
3. **SERVER CONSOLIDATION/VIRTUALIZATION:** The average server workload falls far short of its potential, reducing data storage capacities and increasing associated costs, such as additional hardware and IT staffing. Server consolidation through virtualization provides the cure to server sprawl and optimizes storage capacity. Data from different servers can be accessed from one server, and resources such as computing power and storage capacity are optimized and maintained through one central portal.

Two vendors submitted bids on January 19, 2010: AT&T and AMS.NET. AT&T met all the requirements. AMS.NET did not hold a valid CMAS (State of California Multiple Award Schedule) contract, thereby disqualifying themselves.

Recommendation: Approve E-Rate Contract for Year 13 to AT&T.

Fiscal Impact: The District obtains 70%-90% from E-Rate funding for the above projects, equal to \$1,543,339 - \$1,984,293 in reimbursement. (Project Cost \$220,477 - \$661,431)

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:** February 10, 2010
From: Bill Fay **Agenda Item:** CI C.17
Associate Superintendent for Operations
Subject: El Cerrito High Temporary Campus Removal Project Award of Contract

Background Information: The next step in completing the reconstruction of El Cerrito High School is to remove the temporary campus modular buildings and prepare the site for the construction of the fields. This project includes utility removals, site fixture removals, preparations for modular dismantle and removal. The work includes demolition of the asphalt paving in most areas—leaving pathways and temporary fencing to allow access to the stadium area pending the construction of the fields.

WLC Architects has completed plans and specifications for the project. The District conducted a public bid of the project. Bids are set to be opened on February 9, 2010. In order to expedite the project staff will prepare a recommendation for award at the meeting of February 10, 2009.

This item will be 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 at the end of the bid protest period, to the lowest responsive, responsible bidder

Fiscal Impact: \$ _____. Funded from the Measure J Bond, Fund 21.

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: February 10, 2010

From: Bill Fay
Associate Superintendent for Operations

Agenda Item: CI C.18

Subject: Kennedy High School Intercom Upgrade Project Award of Contract

Background Information: The District is currently completing Fire Alarm System upgrades to meet current codes for Kennedy High School. There are other low voltage systems at the site which need upgrade. The existing intercom system at Kennedy is seriously deteriorated and non-functional in many areas. This project includes a new "head end", some wiring and speakers to allow for a complete system overhaul.

District staff completed plans and specifications for the project based upon the current district standard. The District conducted a public bid of the project. Bids were opened on January 7, 2010. Two Contractors submitted bids. They are as follows: Sound and Signal \$37,100; and, Pacific Power and Systems \$38,400. Sound and Signal is the lowest responsive, responsible bidder at \$37,100.

Recommendation: Award contract to lowest responsive, responsible bidder.

Fiscal Impact: \$37,100. Funded from the Measure J Bond, Fund 21.

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:** February 10, 2010
From: Bill Fay **Agenda Item:** CI C.19
Associate Superintendent for Operations
Subject: Richmond High School Fence and Gates Project 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. Construction is underway on the Security Camera system. This item is for the award of contract on the Fence and Gates project for the high school. Baker Vilar Architects prepared plans and specifications for the project, working closely with the school community, site administrators, site security, and the City of Richmond. The project includes upgrades to the perimeter fencing in most areas of the site. Most importantly, the project includes the installation of more secure gates at the many side entrances to the campus. This will restrict what is currently unimpeded pedestrian access to the site. In addition, the project includes a major reconfiguration of the front parking area of the school. This will include a new driveway, on-site drop-off route, better parking access, enclosure of the area around the classroom building directly adjacent to 23rd St., and replacement of deteriorated paving. Finally, the original project had envisioned fencing and gates directly in front of the main building, however, after further review it is considered now that this may not be the best approach. The bid documents include the fencing and gates in front of the main building entry as “Alternate #1.”

The District conducted a public bid process for this project. Bids were opened on Thursday January 28, 2010. Four Contractors submitted bids. They are as follows: Bruce Carone Paving \$1,326,847; Ghilotti Bros. \$1,132,672; Riverview Construction \$898,000; and CF Contracting \$898,000. These bids are for the “Total Bid Price” including Alternate #1 and Unforeseen Conditions Contract Allowance. The advertisement to bid advises all bidders that the “Total Bid Price” shall be the basis of award of the contract. This bid resulted in a tie. In accordance with direction received from the Board on a previous tie bid, staff conducted a coin toss to determine “by lot” the resolution of the tie. The coin toss was held on February 2nd and was won by CF Contracting. Therefore, the lowest responsive, responsible bidder is CF Contracting at \$898,000.

Notwithstanding the award of contract based upon “Total Bid Price,” staff does not recommend award of the Alternate #1 for the fence and gates directly closing off the main building entry.

Recommendation: Award contract to the lowest responsive, responsible bidder.

Fiscal Impact: \$738,800 for award of Base Bid, plus Unforeseen Condition Allowance. Funded by the Measure J Bond.

DISPOSITION BY BOARD OF EDUCATION

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

WCCUSD

Richmond High School Security Fencing & Gates

BID DATE 1/28/2010

BID # J068199

Estimate: \$750,000

	**			Tied	
Contractor	CF Contracting	Ghilotti Bros	Bruce Carone	River View Construction	
Base Bid	\$713,800	\$907,672	\$1,163,847	\$774,000	
Alternate	\$159,200	\$200,000	\$138,000	\$99,000	
Allowances	\$25,000	\$25,000	\$25,000	\$25,000	
Total Bid Price	\$898,000	\$1,132,672	\$1,326,847	\$898,000	

****Coin Toss to determine the low bidder conducted on 2-2-10 @ 2pm by Bill Savidge. Final Result, CF Contracting wins the coin toss.**

Witnessed By:

Karim Nassab

Rafael Parra

Mikey Barairo

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: February 10, 2010

From: Bill Fay
 Associate Superintendent for Operations

Agenda Item: CI C.20

Subject: Crespi Jr. High Windows and Doors Replacement Project Award of Contract

Background Information: The District has received funding under the Emergency Repair Program (“ERP”) for replacement of seriously deteriorated windows and doors at the Crespi site. The project includes replacements of existing windows and exterior doors throughout the campus.

HY Architects has completed plans and specifications for the project. The District conducted a public bid of the project. Bids were opened on February 2, 2010. Ten contractors submitted bids. They are as follows:

Contractor	Pinguelo Construction	Gold Spring Construc	Ionian Construction	Cailin Construction	Bay Construction
Base Bid: Window	\$190,908	\$156,590	\$195,000	\$138,746	\$180,000
Base Bid Doors	\$29,000	\$53,588	\$61,600	\$24,654	\$50,000
Base Bid: Haz Mat	\$15,000	\$52,516	\$47,000	\$38,794	\$39,000
Allowances	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Total Base Bid	\$244,908	\$272,494	\$316,600	\$320,431	\$279,000
Bid Alternate	\$9,000	\$1,700	\$18,000	\$6,700	\$10,000
Contractor	NS Construction	CF Contracting	AHC Glass Inc	River View Construction	Parc Services
Base Bid: Window	\$180,000	\$220,000	\$170,000	\$179,400	\$194,755
Base Bid Doors	\$41,600	\$56,000	\$39,000	\$57,000	\$49,380
Base Bid: Haz Mat	\$41,600	\$56,000	\$142,000	\$40,600	\$112,185
Allowances	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Total Base Bid	\$273,700	\$342,000	\$361,000	\$287,000	\$366,320
Bid Alternate	\$6,100	\$25,000	\$7,000	\$8,600	\$12,230

The advertisement for bid indicates that basis for award is the Base Bid Total. The lowest responsive, responsible bidder is Pinguelo Construction at \$244,908. District staff also desires to award the Alternate #1 for reglazing of windows in the staff room.

Recommendation: Award contract to the lowest responsive, responsible bidder

Fiscal Impact: \$253,908. Funded from the Emergency Repair Program, Fund 40.

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: February 10, 2010

From: Jessica R. Romeo,
Assistant Superintendent Human Resources

Agenda Item: CI C.21

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 _____

February 10, 2010

	Site	Assignment
<u>Waivers</u>		
Marek, Alison	Cameron	Speech

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

Consent

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

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education

Meeting Date: February 10, 2010

From: Jessica R. Romeo,
Assistant Superintendent Human Resources

Agenda Item: CI C.22

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 _____

February 10, 2010

Action Taken

PIP

SITE

ASSIGNMENT

Carrillo, Blanca Estela

Richmond High School

Spanish

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: February 10, 2010

From: Sheri Gamba
Associate Superintendent Business Services

Agenda Item: CI C.23

Subject: Adoption of Resolution No. 73-0910 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 Catherine Bein Tomutsa. Staff recommends replacement of the stale dated warrant.

Recommendation: Recommend approval to replace the outdated warrant

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. 73-0910
REPLACEMENT OF OUTDATED WARRANT
February 10, 2010

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:	Catherine Bein Tomutsa
Check No.:	349991
Amount:	\$527.35
Issue Date:	February 9, 2007

PASSED AND ADOPTED on the 10th day of February, 2010, 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:** February 10, 2010
From: Nia Rashidchi **Agenda Item:** CI C.24
Assistant Superintendent for Educational Services
Subject: Resolution No. 71-0910: Arts in Education Month – March 2010

Background Information: This resolution proclaims the month of March as Arts Education Month and encourages all educational communities to celebrate the arts with meaningful student activities and programs that demonstrate learning and understanding in the visual and performing arts.

Recommendation: 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. 71-0910

**ARTS EDUCATION MONTH
MARCH 2010**

WHEREAS, Arts Education, which includes dance, theater, music, and the visual arts, is an essential part of basic education for all students, kindergarten through grade twelve, to provide for balanced learning and to develop the full potential of their minds; and

WHEREAS, through well-planned instruction and activities in the arts, children develop initiative, creative ability, self-expression, self-evaluation, thinking skills, discipline, a heightened appreciation of beauty and cross-cultural understandings; and

WHEREAS, many national and state professional arts education associations hold celebrations in March focused on students' participation in the arts; and

WHEREAS, these celebrations give California schools a unique opportunity to focus on the value of the arts for all students, to foster cross-cultural understanding, to give recognition to the state's outstanding young artists, and to enhance public support for this important part of our curriculum; and

WHEREAS, the California State Board of Education stated in its Arts Education Policy that each student should receive a high quality comprehensive arts education program based on the adopted *Visual and Performing Arts Framework for California Public Schools, Kindergarten Through Grade Twelve*;

NOW, THEREFORE BE IT RESOLVED, that the California State Board of Education, as does the West Contra Costa Unified School District, proclaims the month of March 2010 as Arts Education Month and encourages all educational communities to celebrate the arts with meaningful student activities and programs that demonstrate learning and understanding the visual and performing arts.

PASSED AND ADOPTED, this tenth day of February 2010 at a regular meeting of the Board of Education by the following vote:

AYES _____ NOES _____ ABSENT _____ ABSTAIN _____

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Governing Board of the West Contra Costa Unified School District at a public meeting of said Board held on February 10, 2010.

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:** February 10, 2010
From: Nia Rashidchi **Agenda Item:** CI C.25
Assistant Superintendent for Educational Services
Subject: Resolution No. 70-0910: Womens' History Month – March 2010

Background Information: This resolution proclaims the month of March as Womens' History Month and encourages all educational communities to commemorate this time with appropriate instructional activities.

Recommendation: 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. 70-0910

**WOMENS' HISTORY MONTH
MARCH 2010**

WHEREAS, Women of every race and ethnic background contributed to our country's triumphs and accomplishments in countless ways as wives, mothers, homemakers, teachers, reformers, industrial workers, other professionals, mentors, soldiers, pioneers, nuns, indentured servants, and slaves; and

WHEREAS, Women have played and continued to play a critical economic, cultural, social role in every sphere of our nation's life by constituting a significant portion of the labor force working in and outside the home and as elected officials; and

WHEREAS, Women have played a unique role throughout our history by providing the majority of the nation's volunteer labor force and have been particularly important in the establishment of early charitable, philanthropic, and cultural institutions in the country; and

WHEREAS, Women of every race and ethnic background served as leaders in the forefront of every major progressive social change movement, not only to secure their own right of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor union movement, and the modern civil rights movement; and

WHEREAS, the role of women in history has been overlooked and undervalued and is now an important part of the body of American and world history; and

WHEREAS, the *History-Social Science Framework for California Public Schools, Kindergarten Through Grade Twelve* state that the history of community, state, region, nation, and world must reflect the experiences of men and women and of different racial, religious, and ethnic groups and that these studies be integrated at every grade level in the curriculum, now therefore, be it

RESOLVED, that the California State Board of Education, as does the West Contra Costa Unified School District, proclaim the month of March 2010 Womens' History Month and encourages all educational communities to commemorate this time with appropriate instructional activities.

PASSED AND ADOPTED this tenth day of February 2010 at a regular meeting of the Board of Education by the following vote:

AYES _____ NOES _____ ABSENT _____ ABSTAIN _____

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Governing Boards of the West Contra Costa Unified School District at a public meeting of said Board held on February 10, 2010.

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: February 10, 2010

From: Nia Rashidchi
Assistant Superintendent, Educational Services

Agenda Item: CI C.26

Subject: 2009-2010 Consolidated Application for Funding Categorical Aid Programs, Part II

Background Information:

The Consolidated Application is the vehicle used by the California Department of Education to gather routine data regarding categorical programs and compliance with NCLB requirements.

Part I is submitted each June and serves as the District's application for categorical funding for the following academic year for both public and non-public schools. This report also includes a summary of participation in the NCLB Supplemental Educational Services (SES) program and the choice option. Expulsion, suspension and truancy data, as well as progress towards meeting the Highly Qualified Teacher and Highly Qualified Paraprofessional requirements are included.

Part II is submitted at the end of January. It contains information, in specified programs, related to entitlements, allocations, carryover, number of participants, and legal assurances of compliance, as required by State and Federal statute. A copy of the document is available for review at the Administration Building and at the State and Federal Programs office located at the Vista Campus.

Recommendation: Recommend Approval

Fiscal Impact: Categorical revenue

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:** February 10, 2010
From: Bruce Harter **Agenda Item:** CI C.27
Superintendent
Subject: Board Committee and Liaison Assignments

Background Information:

At the December reorganization meeting, the Board agreed to carry forward the 2009 committee assignments until the completion of the annual Board retreat. At the January 30, 2010 Board retreat, members discussed committees and assignments, providing President Kronenberg with input and requests for assignments. President Kronenberg's assignments and appointments follow.

High School Family Assignments

El Cerrito High School – Madeline Kronenberg
Hercules High School – Charles Ramsey
Kennedy High School – Audrey Miles
Pinole Valley High School – Charles Ramsey
Richmond High School – Antonio Medrano
DeAnza High School – Tony Thurmond

Other High School Liaisons

Middle College – Audrey Miles
Adult Education – Madeline Kronenberg
Gompers-North Campus – Antonio Medrano
Vista High – Audrey Miles

Committee Assignments

Facilities – Antonio Medrano, Chair; Charles Ramsey
Academic – Madeline Kronenberg, Chair; Audrey Miles
Safety – Tony Thurmond, Chair; Madeline Kronenberg
Youth Commission – Tony Thurmond Chair; Antonio Medrano
Partnership Committee – Madeline Kronenberg, Chair; Charles Ramsey

Liaison to Other Groups

Ivy League Connection – Charles Ramsey; Madeline Kronenberg
Citizens Bond Oversight – Charles Ramsey
Special Education CAC – Audrey Miles
Community Budget Advisory Committee – Antonio Medrano, Audrey Miles
Bayside Council PTA – Tony Thurmond
Multilingual District Advisory Committee – Antonio Medrano

Liaison to Five City Councils

El Cerrito – Madeline Kronenberg
Hercules – Audrey Miles
Pinole – Charles Ramsey
Richmond – Tony Thurmond
San Pablo – Antonio Medrano

Recommendation:

That the Board President make the subcommittee and liaison appointments

Fiscal Impact: Unknown at this time

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

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

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education **Meeting Date:** February 10, 2010
From: Nia Rashidchi, Assistant Superintendent **Agenda Item:** D.2
Educational Services
Subject: School Presentations to Celebrate and Validate African American History Month- February 2010

Background Information:

In January, the WCCUSD Board of Education approved a resolution in support of honoring African-American history month. Tonight we will showcase some of our schools special instructional activities and celebrations.

Recommendation: Information only

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

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

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education

Meeting Date: February 10, 2010

From: Sheri Gamba
Associate Superintendent Business Services

Agenda Item: D.2

Subject: Budget Report Update

Background Information:

The Governor's budget report issued in mid-January indicates that the district will have an estimated \$10 Million shortfall in the 2010-11 school year. In an effort to provide information to the community as well as to gather input, staff has conducted a series of Community Budget Meetings from January 25 – February 4. Staff will provide a summary report of the community meetings and any new information available from the State regarding the 2010-11 budget. Staff will also prepare as a part of this report an outline of the decision-making timelines that are necessary to adopt a balanced budget.

Recommendation: For Information Only

Fiscal Impact: None

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

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

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education **Meeting Date:** February 10, 2010
From: Bruce Harter **Agenda Item:** D.4
Subject: In Memory of Members of the School Community

Background Information:

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

North Campus student, Antonio Sanders, was recently killed. The 11th grade student was popular on campus even though he was a quiet young man.

Karen Shepherd recently passed away. In 1970, Ms. Shepherd began working with the District as a teacher. She worked the last five years as a kindergarten teacher at Stewart Elementary School until her retirement in 2009.

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

Recommendation: For Information Only

Fiscal Impact: None

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

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

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education **Meeting Date:** February 10, 2010
From: Jessica R. Romeo, Assistant Superintendent Human Resources **Agenda Item:** F.1
Subject: Resolution No. 67-0910: Authorization to Eliminate Classified Positions and Layoff Classified Employees

Background Information:

A lack of work and/or funds necessitates the elimination of the attached classified positions.

Recommendation: Recommend Approval

Fiscal Impact: To be determined

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

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 67-0910
AUTHORIZATION TO ELIMINATE CLASSIFIED POSITIONS
AND LAY OFF CLASSIFIED EMPLOYEES**

WHEREAS, it is necessary, because of lack of work and/or funds, to eliminate certain classified positions of the District; and

WHEREAS, certain services performed by a classified employees are being eliminated;

NOW, THEREFORE, BE IT RESOLVED that the following positions should be eliminated as of April 1, 2010:

Eliminate:

Electrical Supervisor	1.00 FTE
Mechanical Supervisor	1.00 FTE
Vehicle Garage Asst. Supervisor	1.00 FTE
Asst. Custodial Services Supervisor	1.00 FTE
Sub-Placement Clerk	1.00 FTE
Confidential Administrative Secretary	1.00 FTE
Personnel Credential Technician	1.00 FTE

BE IT FURTHER RESOLVED that the Superintendent hereby authorizes a notice of lay off to affected employees as required by law.

BE IT ALSO RESOLVED that the positions enumerated herein being eliminated effective April 1, 2010.

PASSED AND ADOPTED on this 10th day of February 2010, by the Board of Education of the West Contra Costa Unified School District, County of Contra Costa, State of California, by the following vote:

AYES:

NOES:

ABSENT:

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Governing Board of the West Contra Costa Unified School District at a public meeting of said Board held on February 10, 2010.

Bruce Harter, Ph.D.
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: February 10, 2010

From: Steve Collins
SELPA Director

Agenda Item: F.2

Subject: Special Education Annual Service Plan
Special Education Annual Budget Plan

Background Information:

Assembly Bill AB602, Chapter 654, Statutes of 1997 added new requirements to the Special Education Local Plan. AB602 requires SELPAs to submit Annual Budget and Service plans. These plans must be adopted at public hearings. As required in Education Code (EC) Section 56205, these plans must identify expected expenditures and include a description of services and the physical location of these services. The Local Budget and Service Plans must demonstrate that all individuals with exceptional needs have access to services and instruction appropriate to meeting their needs as specified in their IEPs.

Annual Service Plan:

The Annual Service Plan must include a complete detailed description of special education services provided by each district and/or SELPA. This description must include:

- A. The nature of the services, including Related Services
- B. The physical location where the services are provided which may include:
 1. Alternative Schools
 2. Charter Schools
 3. Opportunity Day Schools operated by school districts
 4. Community Day Schools operated by the County Office of Education regardless of whether the district or County Office of Education participates in the Local Plan.
 5. Nonpublic Schools/agencies

The Service Plan description must demonstrate that all individuals with exceptional needs have access to services and instruction appropriate to meet their needs as specified in their individual education programs.

Annual Budget Plan:

The Annual Budget Plan identifies expected expenditures for all items listed below:

- A. Funds received in accordance with Chapter 7.2 (Special Education Funds)
- B. Administrative Costs of the Plan
- C. Special Education Services to pupils with severe disabilities as defined by IDEA 2004 including 'Low Incidence' Disabilities (deaf, hard of hearing, blind, visually impaired, and orthopedically handicapped students)
- D. Special Education services to pupils with non-severe disabilities as defined by IDEA 2004.
- E. Supplemental aids and services to meet the individual needs of pupils placed in regular classrooms and environments.
- F. Regionalized operations and services and direct instructional support by Program Specialists
- G. The use of property taxes allocated to special education pursuant to Section 2572.

The Annual Budget Plan may be revised during any fiscal year according to the policymaking process. Accordingly, the West Contra Costa Unified School District SELPA's Annual Service Plan and Annual Budget Plan have been updated and reviewed, as is required by California Department of Education.

Complete copies of the Local Plan and Budget Plan are available at www.wccusd.k12.ca.us under the Special Education department website.

Recommendation: Board Approval

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

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

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education

Meeting Date: February 10, 2010

From: Bill Fay
Associate Superintendent for Operations

Agenda Item: F.3

Subject: Measure J Bond Program Budget Adjustments

Background Information: The District needs to update budgets for all of its current and planned Bond Construction Program projects on a yearly basis. The attached worksheets include all proposed adjustments reflecting events during 2009 which have significantly impacted our program. To summarize, the proposed adjustments are a result of the impacts of the financial crisis on the program and include both positive aspects—significantly lower bids for construction—and significant impacts to anticipated revenue to the program—reductions in interest and Developer Fee income. The adjustments also include increases to current project budgets where the “Cost to Complete” is estimated to be in excess of our current budgets. District staff have completed updated cost estimates which form the basis for projected Cost to Complete changes. In addition, staff and the Program Managers have included a projected bid savings for DeAnza High School, the largest project in the District, based upon updated cost estimates and reflecting the current favorable bid climate. When the actual bid results are received for DeAnza, staff will bring another Program Budget Adjustment action for the Board.

The attached worksheets of Program Budget Adjustments were presented to the Board’s Facilities Subcommittee at its January 2010 meeting and recommended for approval by the full Board.

Recommendation: Approve Measure J Bond Program Budget Adjustments.

Fiscal Impact: As noted - adjusted budgets for current and future Measure J Bond projects.

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

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

MEASURE D BOND PROGRAM 2010 MASTER PLAN BUDGET				
REVENUE WORKSHEET				
2010 Updated Program Revenue Projections				
SOURCE	CURRENT MASTER PLAN REVENUE	2010 UPDATE PROPOSED ADJUSTMENTS	2010 UPDATE MASTER PLAN REVENUE	REFERENCE
Measure D Bonds	\$300,000,000		\$300,000,000	All series sold.
Developer Fee Income	\$2,885,528		\$2,885,528	Growth Projects--transfer.
Interest Income	\$13,666,472		\$13,666,472	Confirmed interest earnings.
Deferred Maintenance Trans	\$1,200,000		\$1,200,000	
Measure J Transfere to Measure D	\$90,597,862	\$13,534,721	\$104,132,583	<i>Costs to Complete Add'l Bond Funded Projects</i>
Measure D Transfer to Measure M Schools	(\$100,429,757)	(\$2,374,741)	(\$102,804,498)	
Joint Use Funds	\$4,250,000		\$4,250,000	Pinole Middle, RHS Soccer,
E-Rate Reimbursement	\$888,654		\$888,654	
Subtotal Revenue	\$313,058,759	\$11,159,980	\$324,218,739	
State Funds by Project				
El Cerrito High	\$8,947,720		\$8,947,720	Allocated rec'd. \$561,563 frozen.
Pinole Middle	\$3,179,932		\$3,179,932	Projected from eligibility.
Portola Middle	\$2,197,279		\$2,197,279	Projected from eligibility.
Helms Middle	\$1,991,813		\$1,991,813	<i>Allocated, all funds received.</i>
Total State Funds	\$16,316,744	\$0	\$16,316,744	
ANTICIPATED REVENUE	\$329,375,503	\$11,159,980	\$340,535,483	

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

MEASURE D BOND PROGRAM 2010 MASTER PLAN BUDGET

EXPENDITURE WORKSHEET

2010 Updated Program Expenditure Plan

Project		CURRENT APPROVED MASTER PLAN BUDGET	2010 UPDATE PROPOSED ADJUSTMENTS	2009 UPDATED MASTER PLAN	Comment/Reference
SECONDARY PROJECTS	Helms Middle	\$69,714,268	\$5,276,339	\$74,990,607	<i>Cost to Complete: Demo + Fields</i>
	Pinole Middle	\$52,806,672	(\$2,985,529)	\$49,821,143	<i>Cost to Complete: Bid savings + Field</i>
	Portola Middle	\$60,000,000	\$0	\$60,000,000	<i>Estimated Cost to Complete.</i>
	El Cerrito High	\$119,000,180	\$4,272,706	\$123,272,886	<i>Cost to Complete: Temp Hsg + Fields</i>
TOTAL SECONDARY		\$301,521,120		\$308,084,636	
BOND FUNDED PROJECTS	Kennedy HS Track Field	\$3,181,061		\$3,181,061	Project closed.
	PVHS Track & Field	\$1,666,943		\$1,666,943	Project closed.
	Richmond HS Track Field	\$4,182,898		\$4,182,898	Project closed.
	TOTAL TRACK/FIELDS	\$9,030,902		\$9,030,902	
PH 2A-3	ALL OTHER PROJECTS	\$4,805,068		\$4,805,068	Planning costs to date.
	TOTAL PH 2A-3 PLANNING	\$4,805,068		\$4,805,068	
DISTRICT WIDE PROGRAM COSTS	PROGRAM COORDINATION	\$8,402,918		\$8,402,918	District management costs
	FURNISHINGS/EQUIPMENT	\$3,250,000	\$1,029,253	\$4,279,253	Cost to complete DA, Pinole, Portola.
	NETWORK TECHNOLOGY	\$2,365,495	\$3,567,211	\$5,932,706	E-Rate projects + Network Technology.
	TOTAL DISTRICT-WIDE COSTS	\$14,018,413		\$18,614,877	
TOTAL EXPENDITURES		\$329,375,503	\$11,159,980	\$340,535,483	Total Expenditures Meas. D Proj.
TOTAL REVENUE		\$329,375,503	\$11,159,980	\$340,535,483	Total Revenue Meas. D Proj.
AVAILABLE BALANCE		\$0		\$0	Available Balance

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

MEASURE J BOND PROGRAM 2010 MASTER PLAN BUDGET				
REVENUE WORKSHEET				
2010 Updated Program Revenue Projections				
SOURCE	CURRENT MASTER PLAN REVENUE	2010 UPDATE PROPOSED ADJUSTMENTS	2010 UPDATE MASTER PLAN REVENUE	REFERENCE
Measure J Bonds	\$400,000,000		\$400,000,000	Three series sold to date.
Developer Fee Income	\$10,500,000	(\$10,500,000)	\$0	Adjusted for Housing Market declines.
Interest Income	\$14,000,000	(\$10,750,000)	\$3,250,000	Adjusted for lower interest earnings.
State Funds Interest Income	\$1,283,442		\$1,283,442	Originally unallocated interest.
Measure J Transfer to Measure D Schools	(\$90,597,862)	(\$13,534,721)	(\$104,132,583)	Increase transfer for D Cost to Complete.
Charter Project Revenue	\$0		\$0	No current charter projects funded/matched
Joint Use Funds	\$3,000,000		\$3,000,000	City/District Projects
State Funds by Project				
De Anza HS	\$5,917,578		\$5,917,578	Modernization Eligibility
Pinole Valley HS	\$0		\$0	No major projects at site to capture eligibility.
Kennedy HS	\$5,147,407		\$5,147,407	Modernization Eligibility
Richmond HS	\$4,000,000		\$4,000,000	Modernization Eligibility
Castro	\$1,514,268		\$1,514,268	Castro Mod. Eligibility follows students
Dover	\$1,861,349		\$1,861,349	Modernization Eligibility
Ford	\$2,262,320		\$2,262,320	Modernization Eligibility
King	\$2,635,568		\$2,635,568	Modernization Eligibility
Nystrom	\$3,243,577		\$3,243,577	Modernization Eligibility
Ohlone	\$1,083,299		\$1,083,299	Modernization Eligibility
Additional State Rev.: Portola	\$12,000,000		\$12,000,000	Portola Hardship Funds to reconstruct
Additional State Rev.: New Programs	\$4,500,000		\$4,500,000	Energy efficiency, ORG programs.
Additional State Revenue	\$2,000,000	\$561,563	\$2,561,563	Cost adjustments to base grants.
ANTICIPATED REVENUE	\$384,350,946	(\$34,223,158)	\$350,127,788	

FEBRUARY 10, 2010

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

MEASURE J BOND PROGRAM 2010 MASTER PLAN BUDGET					
EXPENDITURE WORKSHEET					
2010 Updated Program Expenditure Plan					
	Project	CURRENT APPROVED MASTER PLAN BUDGET	2010 UPDATE PROPOSED ADJUSTMENTS	2010 UPDATED MASTER PLAN	Comment
HIGH SCHOOLS	De Anza High School	\$160,100,000	(\$23,302,059)	\$136,797,941	<i>Projected bid savings reduce escalation. Minor renovations. Costs to date. Stadium + Fence/Gates & Camera Cost to Complete all projects.</i>
	Pinole Valley High School	\$1,124,171		\$1,124,171	
	Richmond High School	\$6,993,099	\$2,198,640	\$9,191,739	
	Kennedy High School	\$8,430,000	\$2,591,429	\$11,021,429	
	TOTAL SECONDARY	\$176,647,270		\$158,135,280	
ELEMENTARY SCHOOLS PHASE I PROJECTS	Dover ES	\$38,733,539	(\$6,704,990)	\$32,028,549	<i>Updated Bid Cost, Soft costs adjusted.</i>
	Castro ES	\$350,000		\$350,000	<i>Master Plan costs elementary project.</i>
	Ford ES	\$32,176,617	(\$4,777,804)	\$27,398,813	<i>Updated Bid Cost, Soft costs adjusted.</i>
	King ES	\$33,801,479	(\$10,070,395)	\$23,731,084	<i>Updated Bid Cost, Soft costs adjusted.</i>
	Nystrom ES	\$30,517,453	(\$971,906)	\$29,545,547	<i>Estimated cost to complete.</i>
	Ohlone ES	\$33,955,200	\$1,106,872	\$35,062,072	<i>Estimated cost to complete.</i>
	Coronado ES	\$0	\$2,875,000	\$2,875,000	<i>Master Plan costs elementary project.</i>
	TOTAL ELEMENTARY	\$169,534,288		\$148,116,065	
CHARTER S+ GOMPERS	Leadership + Gompers	\$3,499,277		\$3,499,277	LPS Temp Campus Costs
	Richmond College Prep	\$2,482,495		\$2,482,495	Maritime Center Charter Classrooms
	TOTAL CHARTERS + GOMPERS	\$5,981,772		\$5,981,772	
DISTRICT WIDE PROGRAM COSTS	ADDITIONAL PROJECTS	\$0	\$2,637,647	\$2,637,647	<i>District management costs Cost to Complete F&E all J Projects Site/Dist. Wide add KHS. Program Contingency</i>
	VERDE ES SITE WORK	\$0	\$263,508	\$263,508	
	PROGRAM COORDINATION	\$8,541,819	\$1,200,000	\$9,741,819	
	FURNISHINGS/EQUIPMENT	\$8,500,000	(\$691,277)	\$7,808,723	
	NETWORK TECHNOLOGY	\$7,800,000		\$7,800,000	
	PROGRAM CONTINGENCY	\$7,345,797	\$500,261	\$7,846,058	
TOTAL DISTRICT-WIDE COSTS	\$32,187,616		\$36,097,755		
TOTAL EXPENDITURES		\$384,350,946	(\$33,145,074)	\$348,330,872	Total Expenditures Meas. J Proj.
TOTAL REVENUE		\$384,350,946	(\$34,223,158)	\$350,127,788	Total Revenue Meas. J Proj.
AVAILABLE BALANCE		\$0		\$1,796,916	Available Balance

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
FACILITIES PLANNING AND CONSTRUCTION

MEASURE J BOND PROGRAM PRELIMINARY BUDGET ADJUSTMENTS

		BID SAVINGS-- Actual or Projected	ADDITIONAL COSTS TO COMPLETE	PROJECT NET TOTALS	REFERENCE	
CURRENT MEASURE D & J PROJECTS	El Cerrito High Fields	\$0	(\$4,272,706)	(\$4,272,706)	Budget balance needs increase to complete fields. (Football + track future)	
	Pinole Middle Renovations + Fields	\$2,985,529	\$0	\$2,985,529	Bldg A bid savings offset some of future field costs.	
	Helms Middle School Demo + Fields	\$0	(\$5,276,339)	(\$5,276,339)	Completion of fields project.	
	King Elementary New Campus	\$10,070,395	\$0	\$10,070,395	Bid savings. Soft costs adjust.	
	Dover Elementary New Campus	\$6,704,989	\$0	\$6,704,989	Bid savings. Soft costs adjust + MP	
	Ford Elementary New Campus	\$4,777,804	\$0	\$4,777,804	Bid savings--2009 bid. Soft costs adj. Temp Campus costs adj.	
	DeAnza High School New Campus	\$23,302,059	\$0	\$23,302,059	Projected Bid Savings.	
	Nystrom Elementary	\$971,906	\$0	\$971,906	Projected Bid savings.	
	Ohlone Elementary New Campus	\$0	(\$1,106,872)	(\$1,106,872)	Bids 2011 assume escalation.	
	Kennedy High School Renovations	\$0	(\$2,591,429)	(\$2,591,429)	Additional scope req'd projects + budget.	
	Richmond High School Renovations	\$0	(\$2,198,640)	(\$2,198,640)	Fence & Gates Project hard + soft costs.	
	Coronado Elementary		(\$2,875,000)	(\$2,875,000)	Design costs + geotech/survey.	
	Verde Elementary		(\$263,508)	(\$263,508)	Sitework project.	
	Additional Bond Funded Projects		(\$2,637,647)	(\$2,637,647)	Bath wall repairs, Downer Soccer, Playstr.	
	Furniture & Equipment Budgets: Measure J			\$691,277	\$691,277	Adjustment for completion of projects.
	Program Coordination Measure J			(\$1,200,000)	(\$1,200,000)	Program scheduling, estimating costs.
	Technology Measure D			(\$3,567,211)	(\$3,567,211)	Adjustment for completion of projects.
	Furniture & Equipment Budgets: Measure D			(\$1,029,253)	(\$1,029,253)	Adjustment for completion of projects.
	Total Expenditure Adjustments	\$48,812,682	(\$26,327,328)	\$22,485,354		
	Revenue	Revenue Adjustment: Developer Fees		(\$10,500,000)	(\$10,500,000)	Financial crisis impact to development.
Revenue Adjustment: Interest Income			(\$10,750,000)	(\$10,750,000)	Financial crisis impact to interest earnings.	
Other Revenue Adj: State Add'l Rev.		\$561,563			Allocated, frozen at State, not budgeted.	
Total Revenue Adjustments		\$561,563	(\$21,250,000)	(\$20,688,437)		
Program Adjustments Total	\$49,374,245	(\$47,577,328)	\$1,796,917	Balance		

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:** February 10, 2010
From: Bill Fay **Agenda Item:** F.4
Associate Superintendent for Operations
Subject: Portola Middle School Temporary Relocation for Safety

Background Information: Based upon consideration of a variety of options for the temporary relocation of the Portola Middle School over the course of the last year by the Board, district staff and including extensive community input, there appears to be consensus for the relocation move to a temporary campus the lower pad area of the Portola campus. Staff will provide a summary report on the costs, timeline, and educational program elements of the temporary campus.

Recommendation: Approve the relocation of the Portola Middle School to a temporary campus at the lower pad.

Fiscal Impact: \$3,500,000. Funded from the Measure J Bond Program.

DISPOSITION BY BOARD OF EDUCATION

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

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

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education **Meeting Date:** February 10, 2010
From: Bill Fay **Agenda Item:** F.5
Associate Superintendent for Operations
Subject: Resolution No. 53-0910, Level II and Level III Developer Fees,
Public Hearing and Adoption of Resolution

Background Information:

Government Code Sections 65995.5, 65995.6, 65995.7 regarding school facilities fees requires that a School Facilities Needs Analysis be conducted yearly to determine the amount to be charged for developer fees for Level II and Level III residential construction. Due to student generation factors, cost of construction and site acquisition costs, the Level II fee will decrease from \$4.44 per square foot to \$3.62 per square foot for new residential construction. The new fee will go into effect February 11, 2010, if approved by the Board. If not approved by the Board, the District would not be eligible to collect Level II fees, and the Level I fee of \$2.97 per square foot would be charged for new residential construction as well as for construction of additions. This analysis was conducted according to state guidelines.

A copy of the School Facilities Analysis is available for review by the public in the Facilities Planning and Construction Department.

Recommendation: Recommend approval of Resolution No. 53-0910

Fiscal Impact: Decrease in Level II Developer Fees of \$.82 cents per square foot

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

RESOLUTION NO. 53-0910

RESOLUTION OF THE BOARD OF TRUSTEES OF THE WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT APPROVING A SCHOOL FACILITIES NEEDS ANALYSIS, ADOPTING ALTERNATIVE SCHOOL FACILITY FEES IN COMPLIANCE WITH GOVERNMENT CODE SECTIONS 65995.5, 65995.6 AND 65995.7 AND MAKING RELATED FINDINGS AND DETERMINATIONS

WHEREAS, the Board of Trustees ("Board") of the West Contra Costa Unified School District ("District") provides for the educational needs for Grade K-12 students within the Cities of Richmond, El Cerrito, San Pablo, Pinole and Hercules ("Cities") and the County of Contra Costa ("County"); and

WHEREAS, the Board of the District, has adopted and imposed statutory school facility fees ("Statutory School Facility Fees") pursuant to Education Code Section 17620 presently in the amounts of \$2.97 per square foot of assessable space of new residential construction in the District as defined in Government Code Section 65995(b)(1) ("Assessable space"), and \$0.47 per square foot of chargeable covered and enclosed space for all categories of new commercial/industrial development in the District ("Commercial/Industrial Fees") as defined in Government Code Section 65995(b)(2); and

WHEREAS, the Board of the District heretofore has elected to participate in the school facilities funding program established pursuant to the Leroy F. Greene School Facilities Act of 1998 ("SFP") for both modernization and new construction projects and appointed a representative ("District Representative") for such purposes and for the purpose of requesting an Eligibility Determination relative to considering the adoption of alternative school facility fees and amounts pursuant to Government Code Sections 65995.5 ("ASF/Level 2 Fees") and 65996.7 ("ASF/Level 3 Fees") (and collectively, "Alternative School Facility Fees"); and

WHEREAS, the District Representative has caused the completion and certification of Form SAB 50-01, the Enrollment Certification/Projection ("ECP"), form SAB 50-02, the Existing School Building Capacity ("ESBC") and Form SAB 50-03, the Eligibility Determination ("ED"), and has submitted the ECP, ESBC and ED to the State Allocation Board ("SAB") for approval pursuant to the SFP; and

WHEREAS, the District has met the requirements established by Government Code Section 65995.5; and

WHEREAS, new residential construction continues to generate additional students for the District's schools and the District is required to provide K-12 school facilities ("School Facilities") to accommodate those students; and

WHEREAS, overcrowded schools within the District have an impact on the District's ability to provide an adequate quality education and negatively impact the educational opportunities for the District's students; and

WHEREAS, the District does not have sufficient funds available for the construction of the School Facilities, including acquisition of sites, construction of permanent School Facilities, and acquisition of interim School Facilities, to accommodate students from new residential construction; and

WHEREAS, the Board caused to be prepared a report entitled, "Facilities Needs Analysis for the West Contra Costa Unified School District" dated November 3, 2009 pursuant to applicable law including, but not by way of limitation, Government Code Section 65996.6 prior to the adoption of Alternative School Facility Fees; and

WHEREAS, the Board has received and considered the West Contra Costa Unified SD-2009/SFNA which includes all matters required by applicable law, including an analysis of (a) the purpose of the Alternative School Facility Fees, (b) the use to which the Alternative School Facility Fees are to be put, (c) the nexus (roughly proportional and reasonable relationship) between the residential construction and (1) the facilities for which the Alternative School Facility Fees are to be used, (2) the need for School Facilities, (3) the cost of School Facilities and the amount of Alternative School Facility Fees from new residential construction, (d) an evaluation and projection of the number of students that will be generated by new residential construction by grade levels of the District as described by Government Code Section 65995.6, (e) a description of the new School Facilities that will be required to serve such students and (f) the present estimated cost of such School Facilities; and

WHEREAS, the West Contra Costa Unified SD-2009/SFNA in its final form has been available to the public, for at least thirty (30) days before the Board considered at a public hearing the adoption of the Alternative School Facility Fees; and

WHEREAS, all notices of the West Contra Costa Unified SD-2009/SFNA and adoption of Alternative School Facility Fees have been given in accordance with applicable law and copies of the West Contra Costa Unified SD-2009/SFNA have been provided thirty (30) days prior to all written requests filed with the District forty-five (45) days prior to a public hearing which was held in a manner required by law at a meeting of the Board of the District relating to the proposed adoption of the West Contra Costa Unified SD-2009/SFNA and Alternative School Facility Fees; and

WHEREAS, the West Contra Costa Unified SD-2009/SFNA has been provided, if requested, to all local agencies responsible for land use planning for review and comment in compliance with Government Code Section 65995.6(c); and

WHEREAS, as to the approval of the West Contra Costa Unified SD-2009/SFNA and Alternative School Facility Fees, Government Code Section 65995.6(g) provides that the California Environmental Quality Act, Division 13 (commencing with Section 21000) of the Public Resources Code may not apply to the preparation, adoption, or update of the West Contra Costa Unified SD-2009/SFNA or adoption of this Resolution; and

WHEREAS, the District desires to approve the West Contra Costa Unified SD-2009/SFNA and adopt Alternative School Facility Fees pursuant to Government Code Sections 65995.5 and 65995.7 for the purpose of establishing Alternative School Facility Fees that may be imposed on residential construction calculated pursuant to Government Code Section 65995(b);

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

1. That the Board does hereby find and determine that the foregoing recitals and determinations are true and correct and that the West Contra Costa Unified SD-2009/SFNA meets all applicable legal requirements.

2. That the District has met the requirements established by Government Code Section 65995.5.

3. That the District has cause to prepare the West Contra Costa Unified SD-2009/SFNA which is on file at the District office address and is incorporated herein by this reference, which complies with all applicable statutory requirements, including the provisions of Government Code Section 65995.6.

4. That the Board hereby approves and adopts the West Contra Costa Unified SD-2009/SFNA for the purpose of establishing Alternative School Facility Fees as to future residential construction within the District.

5. That the Board finds that the purpose of the Alternative School Facility Fees imposed upon residential construction are to fund the additional School Facilities to serve the students generated by the residential construction upon which the Alternative School Facility Fees are imposed as provided in the West Contra Costa Unified SD - 2009/SFNA and applicable law.

6. That the Board finds the Alternative School Facility Fees are hereby established as applicable and will be used to fund those School Facilities described in the West Contra Costa Unified SD-2009/SFNA and that these School Facilities are to serve the students generated by the residential construction within the District as provided in the West Contra Costa Unified SD-2009/SFNA.

7. That the Board finds that there is a roughly proportional reasonable relationship between the use of the Alternative School Facility Fees and the new residential construction within the District because the Alternative School Facility Fees imposed on new residential construction by this resolution will be used to fund School Facilities which will be used to serve the students generated by such new residential construction in accordance with applicable law set forth in the West Contra Costa Unified SD-2009/SFNA and on less than an estimated actual cost of the School Facilities estimated to result from additional residential construction as set forth in the West Contra Costa Unified SD-2009/SFNA.

8. That the Board finds that there is a roughly proportional reasonable relationship between the new residential construction upon which the Alternative School Facility Fees are imposed and the need for additional School Facilities in the District because new students will be generated from new residential construction within the District and the District does not have students capacity in the existing School Facilities to accommodate these students.

9. That the Board finds that the amount of the Alternative School Facility Fees imposed on new residential construction as set forth in this Resolution is roughly proportional and reasonably related to, and does not exceed the cost of, providing the School Facilities required to serve the students generated by such new residential construction within the District.

10. That the Board finds that a separate fund ("Fund") of the District and two or more sub-funds ("Sub-Funds") have been created or are authorized to be established for all Statutory School Facility Fees received by the District for the deposit of Statutory School Facility Fees, ASF/Level 2 Fees and ASF/Level 3 Fees, Commercial/Industrial Fees and mitigation payments ("Mitigation Payments") imposed on residential construction within the District and that said Fund and Sub-Funds at all times have been separately maintained, except for temporary investments, with other funds of the District as authorized by law.

11. That the Board finds that the monies of the separate Fund or the separate Sub-Funds, described in Section 12, consisting of the proceeds of Statutory School Facility Fees, ASF/Level 2 Fees, and ASF/Level 3 Fees, Commercial/Industrial Fees and Mitigation Payments have been imposed for the purposes of constructing those School Facilities necessitated by new residential construction as further set forth in the West Contra Costa Unified SD-2009/SFNA, and thus these monies may be expended for all those purposes permitted by applicable law.

12. That the West Contra Costa Unified SD-2009/SFNA determine the need for new School Facilities for unhoused pupils that are attributable to projected enrollment growth from the construction of new residential units over the next five years, based on relevant planning agency information and the historical generation rates of new residential units constructed during the previous five years that are of a similar type of unit to those anticipated to be constructed within the District, the Cities, or the County.

13. That the Board has identified and considered, and/or subtracted, as set forth in the West Contra Costa Unified SD-2009/SFNA, the following information in determining amounts of the ASF/Level 2 Fees and ASF/Level 3 Fees:

- (i) any surplus property owned by the District that can be used as a school site or that is available for sale to finance school facilities pursuant to Government Code Section 65995.6(b)(1);

- (ii) the extent to which projected enrollment growth may be accommodated by excess capacity in existing facilities pursuant to Government Code Section 65995.6(b)(2);
- (iii) local sources other than fees, charges, dedications, or other requirements imposed on residential construction available to finance the construction of school facilities needed to accommodate any growth in enrollment attributable to the construction of new residential units pursuant to Government Code Section 65995.6(b)(3);
- (iv) the full amount of local funds the Board has dedicated to facilities necessitated by new construction, including fees, charges, dedications or other requirements imposed on commercial or industrial construction pursuant to Government Code Section 65995.5(c)(2).

14. That the Board has calculated, as set forth in the West Contra Costa SD-2009/SFNA, the maximum square foot fees, charges, or dedications to be established as Alternative School Facility Fees that may be collected in accordance with the provisions of Government Code Sections 65995.5(c) and 65995.7(a).

15. That the West Contra Costa Unified SD-2009/SFNA in its final form has been made available to the public for a period of not less than thirty (30) days.

16. That the public has had the opportunity to review and comment on the West Contra Costa Unified SD-2009/SFNA and the Board has responded to written comments it has received regarding the West Contra Costa Unified SD-2009/SFNA.

17. That notice of the time and place of the public hearing to adopt the West Contra Costa Unified SD-2009/SFNA("Hearing"), including the location and procedure for viewing or requesting a copy of the proposed West Contra Costa Unified SD-2009/SFNA and any proposed revision therefore has been published in at least one newspaper of general circulation within the junction of the District at least thirty (30) days prior to the Hearing.

18. That the Board has mailed a copy of the West Contra Costa Unified SD-2009/SFNA no less than thirty (30) days prior to the Hearing to any person who made a written request forty-five (45) days prior to the Hearing.

19. That the West Contra Costa Unified SD-2009/SFNA has been provided to all local agencies responsible for land use planning for review and comment in compliance with Government Code Section 65995.6(c).

20. That the Board conducted the required Hearing on February 10, 2010 prior to the adoption of the West Contra Costa Unified SD-2009/SFNA and the Alternative School Facility Fees, at which time all persons desiring to be heard on all matters pertaining to the West Contra Costa Unified SD-2009/SFNA were heard and all information presented was duly considered.

21. That the Board hereby adopts Alternative School Facility Fees and establishes the Alternative School Facility Fees on new residential construction projects within the district in the following amounts:

A. Pursuant to Government Code Section 65995.6, ASF/Level 2 Fees in the amount of \$3.62 per square foot of Assessable Space for new residential construction, including new residential projects, manufactured homes and mobile homes as authorized under Education Code Section 17625. However, this amount shall not be imposed on any construction project used exclusively for housing senior citizens, as described in Civil Code Section 51.3, or as described in subsection (k) of Section 1569.2 of the Health and Safety Code or paragraph 9 of subdivision (d) of Section 15432 of the Government Code or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988.

B. Pursuant to Government Code Section 65995.7, ASF/Level 3 Fees in the amount of \$7.24 per square foot of Assessable Space for new residential construction, including new residential projects, manufactured homes and mobile homes as authorized under Education Code Section 17625. However, this amount shall not be imposed on any construction project used exclusively for housing senior citizens, as described in Civil Code Section 51.3, or as described in subsection (k) of Section 1569.2 of the Health and Safety Code or paragraph 9 or subdivision (d) of Section 15432 of the Government Code or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988.

22. That the proceeds of the Alternative School Facility Fees increased and established pursuant to this Resolution shall continue to be deposited into those Sub-Funds of the Funds identified in Section 12 of this Resolution, the proceeds of which shall be used exclusively for the purpose for which the Alternative School Facility Fees are to be collected.

23. That the Superintendent, or his/her designee, is directed to cause a copy of this Resolution to be delivered to the building of the Cities within the District's boundaries and the County along with a copy of all supporting documentation referenced herein and a map of the District clearly indicating the boundaries thereof, advising the Cities and County that the new residential construction is subject to the Alternative School Facility Fees increased pursuant to this Resolution and requesting that no building permit or approval for occupancy be issued by any of these entities for any new residential construction project, mobile home or manufactured home subject to the Alternative School Facility Fees absent a certificate of compliance ("Certificate of Compliance") from the District demonstrating compliance of such project with the requirements of the Alternative School Facility Fees, not that any building permit be issued for any non-residential construction absent a certification from this District of compliance with the requirements of the applicable Alternative School Facility Fees.

24. That the Superintendent is authorized to cause a Certificate of Compliance to be issued for each construction project, mobile home and manufactured home for which there is compliance with the requirement for payment of the Alternative School Facility Fee in the amount specified by this Resolution. In the event a Certificate of Compliance is issued for the payment of Alternative School Facility Fees for a construction project, mobile home or manufactured home and it is later determined that the statement or other representation made by an authorized party concerning the construction project as to square footage is untrue or in the event the zoning is declared invalid, then such Certificate of Compliance shall automatically terminate, and the appropriate City(ies) or County shall be so notified.

25. That regarding the timely provision of a Certificate Compliance by the District for residential construction, although not required by applicable law, the Board hereby determines that the West Contra Costa Unified SD-2009/SFNA is a proposed construction plan for purposes of requiring payment of Alternative School Facility Fees prior to the issuance of any building permit for residential construction in accordance with Government Code Section 66007 and that all Alternative School Facility Fees are appropriated for the purpose of accomplishing such construction plan.

26. That no statement or provision set forth in this Resolution, or referred to therein shall be construed to repeal any preexisting fee or mitigation amount previously imposed by the District on any residential or non-residential construction.

27. That if any portion or provision hereof is held invalid, the remainder hereof is intended to be and shall remain valid.

28. That the Alternative School Facility Fees shall take effect immediately after adoption of this Resolution and shall be in effect for one year.

APPROVED, ADOPTED, AND SIGNED ON FEBRUARY 10, 2010.

BOARD OF TRUSTEES OF THE WEST CONTRA
COSTA UNIFIED SCHOOL DISTRICT

By: _____
President of the Board of Trustees of the West
Contra Costa Unified School District

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

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education **Meeting Date:** February 10, 2010
From: Wendell Greer **Agenda Item:** G.1
Associate Superintendent, K – Adult Operations
Subject: District Safety Initiatives

Background Information:

An update of the following District Safety Initiatives as determined at the November 4, 2009 Board meeting will be presented:

1. County Office of Education Special Task Force review of nighttime safety provisions in place and recommendations for improved practices and protocols from the Task Force;
2. Improved practices that have been adopted by School Resource Officers for supervision at the high school and middle school campuses;
3. Character development initiatives and the recommendations for the Board by the Academic Subcommittee;
4. Recommendations from the November 14 joint meeting between WCCUSD, City Council members and representatives from the County and Legislature;
5. Community interventions currently in place at the middle and high schools in WCCUSD and plans for enhancing those services;
6. Status of lighting, surveillance cameras and security alarm systems at each secondary school;
7. Gang intervention programs in WCCUSD and next steps for enhancing those initiatives;
8. Collaboration with local law enforcement in enhancing neighborhood watch programs;
9. Development of a district-wide comprehensive safety program;
10. Involvement of School Leadership, Youth Together, RYSE and Youth Commission in the safety programs of WCCUSD;
11. Development of procedures for intermittent safety patrols for high school evening events.

Recommendation: For Information Only

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:** February 10, 2010
From: Bill Fay **Agenda Item:** G.2
Associate Superintendent for Operations
Subject: Charter Facilities Assignments – Proposition 39 Preliminary Offers to Richmond College
Prep Schools (RCPS) and Leadership Public Schools, Inc. (LPS)

Background Information:

The District has received Proposition 39 charter facility requests from RCPS and LPS. District responded with preliminary offers to RCPS and LPS by the deadline date of February 1, 2010. Attached are the preliminary facilities offers for review. A “final” offer will be identified and will be due to RCPS and LPS by April 1, 2010.

Recommendation: Information only.

Fiscal Impact: Impact will be identified in the final offers to LPS and RCPS.

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



WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

1108 Bissell Avenue
Richmond, CA 94801-3135

Bill Fay, Associate Superintendent
Operations Division

Tel: (510) 231-1105
Fax: (510) 236-0190

February 1, 2010

(VIA FACSIMILE, U.S. MAIL, AND E-MAIL)

Ms. Peppina Chang
Richmond Elementary School, Inc.
P.O. Box 2814
Richmond, CA 94801

Re: Preliminary Proposal Regarding Space to Be Allocated Under Prop 39/
Richmond College Prep Schools

Dear Ms. Chang:

This letter constitutes a preliminary proposal in response to the October 15, 2009 request for facilities you submitted to West Contra Costa Unified School District ("District") on behalf of the Richmond College Prep Schools ("RCPS") for facilities for the 2010-2011 school year.

Section 11969.9, subdivision (f) of Title 5 of the California Code of Regulations requires a school district, in response to a request for facilities, to prepare in writing, a preliminary proposal regarding the space to be allocated to the charter school and/or to which the charter school is to be provided access. The District has accordingly prepared this preliminary proposal in accordance with applicable regulations. (Cal. Code Regs., tit. 5, § 11969.1 et seq.; "Prop 39 Regulations".)

Projections of In-District Classroom ADA on Which Proposal Is Based

The Prop 39 Regulations require the District to set forth the in-District classroom ADA projections on which the District's preliminary proposal is based. Originally, RCPS projected in-District ADA for 2010-2011 to be 220. As you are aware, the District's November 30, 2009 letter to you in response to the facilities request stated that the District projected in-District classroom ADA at RCPS for 2010-2011 was 195.84. In response, by a letter dated December 4, 2009, RCPS amended its projection of in-District ADA in 2010-2011 to be 210. Based upon its enrollment numbers for this year, the fact that RCPS intends to roll out a fifth grade in 2010-2011, and the prior enrollment numbers for RCPS in prior years, the District continues to base this preliminary offer of facilities on projected in-District ADA of 195.84 for 2010-2011.

Specific Location of the Space

For the 2010-2011 school year, the District proposes to locate RCPS at 214 South 11th Street, Richmond, CA 94804.

Specifically, the District's preliminary offer of facilities to RCPS is as follows:

Harbour Way Bldg.:

2 classrooms
Kitchen facilities
Office and conference space
Associated storage

Harbour Way Modular Bldg:

1 960 sq. ft. classroom

Richmond College Prep Modular Campus:

Four 960 sq. foot classrooms
Two 1440 sq. foot kindergarten classrooms; with one restroom in each classroom

Associated playgrounds and play structures that accompany these facilities
One modular restroom building

Two additional 960 sq. foot modular classrooms on the RCP Modular Campus
The District will also continue to provide shared use of the multi-purpose room at Nystrom Elementary School.

All Conditions Pertaining to the Space

The use and occupation of the facilities by RCPS is conditioned upon the execution of the attached Facilities Use Agreement. (See Exhibit A.) Additionally, RCPS shall be required to pay its share of the State Loan Repayment, estimated at \$50.00/ADA for 2010-2011, as well as its share of the special education encroachment. The payment of the Student Loan Repayment and special education encroachment are required regardless of whether RCPS accepts the District's offer of facilities.

Projected Pro Rata Share Amount

The District will not charge the pro-rata share set forth in Education Code section 47614 since the pro rata share has historically yielded only nominal sums, and is cumbersome and time-consuming to calculate. The District is not waiving the right to collect this fee, or agreeing to any interpretation of the Education Code that would prevent the District from collecting the pro rata share under Education Code section 47614.

The District will collect an oversight fee of 3% as set forth in Education Code section 47613, as well as the Charter School's share of the State Loan Repayment, described above.

Comparison Group Schools Used in Developing Preliminary Proposal

The District has determined that the following elementary schools constitute the "comparison group" for RCPS' request, as that term is defined by section 11969.3, subdivision (a)(2), of the Prop 39 Regulations:

- Coronado Elementary School
2001 Virginia Avenue, Richmond CA 94804
- Kings Elementary School
234 South 39th Street, Richmond CA 94804
- Mira Vista Elementary School
6397 Hazel Avenue, Richmond CA 94805
- Nystrom Elementary School
230 Harbour Way South, Richmond CA 94801
- Riverside Elementary School
1300 Amador Street, San Pablo CA 94806
- Wilson Elementary School
629 42nd Street., Richmond CA 94805

Description of Differences Between Preliminary Proposal and RCPS' Facilities Request

For the 2010-2011 school year, the District is providing RCPS with facilities at the same site it occupies in the current 2009-2010 school year. The facilities meet the reasonable equivalence requirement set forth in the Prop 39 regulations and are commensurate to those afforded to the District's own students. This offer provides RCPS with two additional modular classrooms; a kitchen; access to a multipurpose room appropriate for assemblies; and sufficient classroom space for a computer lab and an indoor physical education classroom.

The Prop 39 regulations require RCPS to respond in writing, on or before March 1, to this preliminary offer. We look forward to continuing this dialogue with RCPS regarding its facilities needs. Please feel free to contact me with any questions.

Sincerely,



Bill Fay
Associate Superintendent

BF:aif

Enclosure: Proposed Facilities Use Agreement

cc: Dr. Harter, E. Sklar, B. Savidge

**CHARTER FACILITIES AGREEMENT
BY AND BETWEEN
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT AND
RICHMOND COLLEGE PREP SCHOOLS, CHARTER SCHOOL**

THIS AGREEMENT (“Agreement”) is made this ___ day of _____, 2010 (“Effective Date”), by and between the West Contra Costa School District, a public school district organized and existing under the laws of the State of California (“District”) and Richmond Elementary School, Incorporated (“Non-Profit”), a California non-profit public benefit corporation, which operates Richmond College Prep, a California public charter school (“Charter School”). The District and the Charter School are collectively referred to as “the parties.”

RECITALS

WHEREAS, the Charter School is operated by the Non-Profit, and all obligations imposed hereby on the Charter School are equally imposed on the Non-Profit; and

WHEREAS, pursuant to the requirements of California Education Code section 47614 and Title 5 of the California Code of Regulations, sections 11969, *et seq.* (together, “Proposition 39”), the Charter School has made a written request for facilities for the 2010-2011 school year.

WHEREAS, pursuant to the requirements of Proposition 39 and its implementing regulations the District Board of Trustees has made a preliminary written offer to provide the Charter School with facilities for its in-district students.

WHEREAS, the parties desire to set forth the terms and conditions pursuant to which the Charter School will occupy classrooms and use facilities (“Facilities”) on a portion of the District’s school site (the “Site”), located at Nystrom Elementary School at South 10th Street Richmond, California, commencing with the 2010-2011 school year.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, including the recitals hereof, the parties agree as follows:

Section 1.

Section 1.A. Use of Site. The Charter School’s right to use the Site shall not extend to the use of facilities already in use by the District located on the Site. Charter School’s right to exclusive use of the Site shall be coterminous with the term of this Agreement and shall be for the 2010-2011 school year only. Upon the termination of this Agreement, the right to exclusive use and occupation of the Site and the Facilities and equipment thereon shall revert to the District subject to the parties’ negotiation of a successor Agreement, if necessary, containing the terms of the District’s provision of

Section 1.C. ADA Assumptions. Pursuant to the requirements of Proposition 39, the allocation of space as set forth in these Sections 1.A is based upon an assumption of 195.84 in-district ADA for the 2010-2011 school year. The Charter School waives its right to future requests for additional facilities based on enrollment increases for the 2010-2011 school year as specified in Section 11969.9 of the Proposition 39 regulations (Cal. Code Regs., tit. 5, § 11969.9.)

Section 1.D. The parties agree that provision of the Facilities pursuant to this Agreement constitutes full and complete satisfaction of the District's obligations under Proposition 39 for the 2010-2011 school year. Charter School represents and warrants to the District that the Charter School has investigated and inspected, independently or through agents of Charter School's own choosing, the condition of the Facilities and the suitability of the Facilities for Charter School's intended use. Charter School acknowledges and agrees that neither the District nor any of its agents have made, and the District hereby disclaims any representations or warranties, express or implied, concerning the Facilities, the physical or environmental condition of the Facilities or any other property beneath, adjacent to, or otherwise related to the Facilities.

Section 2. Furnishings and Equipment. The furnishings and equipment to be provided by the District for the Facilities are those furnishings and equipment that exist at the Facilities as of the Effective Date. The Charter School is responsible for any furnishings and equipment over and above those provided by the District.. These furnishings and equipment shall remain the property of the District. The furnishings and equipment provided are equivalent to those furnishings and equipment provided in the comparison group of schools in accordance with 5 C.C.R. Section 11969.3. The Charter School shall return all such furniture, fixtures and equipment to the District in like condition at the termination of this Agreement, excepting ordinary wear and tear. All furniture, fixtures, and equipment that is not the property of the District or is not otherwise reimbursed by the District shall remain the property and under the ownership of Charter School and shall be disposed of according to the provisions of the approved Charter Petition.

Section 3. Over Allocation Fee. In the event that the space allocated to the Charter School is considered "over allocated," the Charter School shall reimburse the District for over-allocated space in accordance with 5 C.C.R. Section 11969.8.

Section 4. Term. The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2011.

Notwithstanding the term of this Agreement, the Charter Schools' right to renew this Agreement shall be subject to compliance with the annual notification requirements of Proposition 39 and compliance with the terms of this Agreement. Upon timely notification of the Charter School's facilities needs in accordance with Proposition 39, the parties shall amend the terms of this Agreement, if necessary, and the parties shall execute a new Agreement. The District reserves the right to provide alternative facilities at the end of the term of this Agreement that meet the requirements of Proposition 39.

facilities to the Charter School in accordance with the provisions of Proposition 39. As titleholder to the Site and the facilities and equipment located thereon, the District reserves the right at the termination of this Agreement to recoup the full rights and benefits of such ownership, including but not limited to use of such Site, facilities and equipment for District services upon expiration of this Agreement. Use of the Facilities shall be solely for the purposes set forth in the Charter School's charter and on the terms and conditions set forth herein.

The District agrees to provide the Charter School with access to the following facilities ("Facilities") for the purpose of operating the Charter School's educational program, as approved/renewed by the District as charter granting agency on November 2, 2005, for the duration of this Agreement:

Harbour Way Bldg.:

2 classrooms
Kitchen facilities
Office and conference space
Associated storage

Harbour Way Modular Bldg:

1 960 sq. ft. classroom

Richmond College Prep Modular Campus:

Four 960 sq. foot classrooms
Two 1440 sq. foot kindergarten classrooms, with one restroom in each classroom

Associated playgrounds and play structures that accompany these facilities
One modular restroom building
Two additional 960 sq. foot modular classrooms on the RCP Modular Campus
The District will also continue to provide shared use of the multi-purpose room at Nystrom Elementary School.

A site plan depicting the above-listed Facilities is attached as Exhibit B.

All rooms occupied by the Charter School shall have a functional burglar alarm system separately zoned for and controlled by the Charter School.

Section 1.B. Compliance with the Civic Center Act. The Charter School agrees to comply with the provisions of the Civic Center Act (Education Code section 38131 *et seq.*) in making use of the facilities accessible to members of the community. For purposes of compliance with the Civic Center Act with respect to the Site only, the Charter School Governance Council shall hold the same powers and obligations applicable to School District Boards of Trustees under Education Code sections 38130-38139 and shall also follow District Board Policy and Administrative Regulations in making use of the facilities accessible to members of the community.

Section 5. Termination. This Agreement will automatically terminate upon the termination or final revocation of Charter School's charter or the cessation of Charter School's operations for any reason.

Section 6. Facilities Use Fee. Charter school shall pay the District 3% of the charter school's applicable revenues for the 2010-2011 school year (general purpose and categorical block grants), per Education Code 47613.

Section 7. Utilities. The Charter School shall pay the District for utility services that are provided by the District to the Site. Unless such expenses for the Site can be separately metered or measured, campus-wide operational services costs will be allocated based on the ratio of Facilities square footage to total square footage of the buildings at Nystrom Elementary School. The District shall invoice the Charter School monthly for utilities costs, and the Charter School shall pay such invoices within thirty (30) days of receipt.

With respect to internet connectivity, the Charter School shall assume use of the pre-existing T-1 line and the District shall transfer billing for the use of such line over to the Charter School. Charter School shall obtain its own internet service provider. The District shall provide all telephone systems, data lines, and related equipment, software and hardware, to the Charter School. However, the Charter School shall assume sole responsibility for upkeep and maintenance and use fees of all telephone systems, data lines, and related equipment, software and hardware.

District agrees to furnish or cause to be furnished to the Facilities necessary utilities. The District's failure to furnish or cause to be furnished necessary utilities when such failure is caused by (i) acts of God or other acts beyond the control or fault of the District; (ii) strikes, lockouts, or other labor disturbance or labor dispute of any kind; (iii) any laws, rules, orders, ordinances, directions, regulations, requirements, or any other action by federal, state, county or municipal authority; (iv) inability despite the exercise of reasonable diligence by the District to obtain electricity, water, or fuel; or (v) any other unavoidable delay, shall not cause the District to be in default and shall not result in any liability of the District.

Section 8. Maintenance. The Charter School shall comply with District policies regarding the operations and maintenance of the Facilities and furnishings and equipment. The District shall be responsible for any modifications necessary to maintain the Facility in accordance with Education Code sections 47610(d) or 47610.5. Facilities and furnishings and equipment provided to the Charter School shall remain the property of the District. The daily and minor operations and maintenance of the Facilities and equipment is the responsibility of the Charter School. Projects eligible to be included in the District deferred maintenance plan established pursuant to Education Code section 17582 and the replacement of furnishings and equipment supplied by the District in accordance with District schedules and practices shall remain the responsibility of the District. The Charter School may purchase operations and maintenance services from the

District as provided in a separate written agreement. The Charter School shall surrender the Facilities in the same condition as received, normal wear and tear excepted.

District shall be responsible for the major maintenance of the facilities used by School, except to the extent that major maintenance, other than normal wear and tear, is required as a result of the Charter School's occupancy of the Facilities. For purposes of this section, "major maintenance" includes the major repair or replacement of plumbing, heating, ventilation, air conditioning, electrical, roofing, and floor systems, exterior and interior painting, and any other items considered deferred maintenance under Education Code section 17582. All other kinds of maintenance shall be considered routine maintenance.

Section 9. Installation of Improvements. Charter School shall not construct or install any improvements on the Site or otherwise alter the Site without the prior written consent of District, and any other government agencies with jurisdiction over the Site, including but not limited to the Division of the State Architect. District's approval of any improvements, including the construction schedule, work hours, and modifications, shall be at District's sole and absolute discretion, and District may disapprove of such improvements without reason. Contractors retained by Charter School with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with District construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable to charter schools, including prevailing wage laws. The construction or installation of improvements shall also comply with the Field Act. District or District's agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the Site and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students. Any improvements shall be fully paid for by the Charter School. The Charter School shall keep the Site free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Charter School.

Upon written reasonable request of the District prior to the expiration or earlier termination of the Agreement, Charter School will remove any and all improvements to the Facilities, at its own cost, that can be done without damage to the Facilities. In the event of charter termination or closure of the Charter School, all property shall be disposed of in accordance with the provision of the approved Charter Petition. Unless the Parties agree otherwise in writing on an item by item basis, Charter School maintains its ownership rights in any alterations, additions or improvements and may be allowed to remove at termination of this Agreement and restore the Facilities to the condition existing prior to alteration, addition or improvement. Notwithstanding the foregoing, any addition to the Facilities that the Charter School does not remove prior to vacating the Facilities, shall vest in the District.

Section 10. Condition of Property. Charter School, at its expense, shall comply with all applicable laws, regulations, rules and orders with respect to its use and occupancy of the Site, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality. The Charter School shall not be responsible for any and all environmental conditions that existed prior to the Charter School's occupancy of the Site. The District shall remain responsible for compliance with the ADA, FEHA, and other applicable building code standards regarding access for any compliance issue existing prior to the date of execution of this Agreement.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Site due to the Charter School's use and occupancy thereof, Charter School, at its expense, shall be obligated to clean all the property affected, to the satisfaction of District and any governmental agencies having jurisdiction over the Site. Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the District facilities due to the condition of the District's property, the District, at its expense, shall be obligated to clean all the property affected, to its satisfaction and the satisfaction of any governmental agency having jurisdiction over District facilities.

Section 11. Title to Property. The parties acknowledge that title to the Site is held by the District and shall remain in the District at all times.

Section 12. Fingerprinting. Charter School shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in Education Code sections 45125.1 and 45125.2, as applicable. Verification of compliance with the aforementioned fingerprinting and criminal background investigation requirements shall be provided in writing to District prior to each individual's commencement of employment or participation in any activity of Charter School on the Site and prior to permitting contact with District pupils.

Section 13. Insurance. The District will continue to maintain its current levels of insurance on the structures on the Site. To the extent that the District does not currently have insurance on the Site, the District will obtain appropriate insurance coverage before the Charter School occupies the Site.

The District shall maintain first party property insurance for the Facilities. The Charter School shall, at all times during the term of this Agreement, and at its own cost and expense procure and continue in force the following insurance coverage: Bodily Injury and Property Damage Liability insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000.00. Such minimum limits of policies shall in no event limit the liability of the Charter School hereunder. Such insurance shall name the District as an additional insured. Insurance shall be with companies having a rating of not less than A- in "Best's Insurance Guide". The Charter School shall furnish from the insurance companies or cause the insurance companies to furnish certificates of coverage to the District. No such policy shall be cancelable or subject to reduction of coverage or other modification or cancellation except after thirty (30) days prior written

notice to the District by the insurer and with the consent of the District thereto. The Charter School shall, at least twenty (20) days prior to the expiration of such policies, furnish the District with renewals or binders. The Charter School agrees that if the Charter School does not take out and maintain such insurance, then the District may (but shall not be required to) procure said insurance on the Charter School's behalf and charge the Charter School the premiums together with a twenty-five percent (25%) handling charge, payable upon demand. The Charter School shall have the right to provide such insurance coverage pursuant to blanket policies obtained by the Charter School provided such blanket policies expressly afford coverage to the Facilities and to the Charter School as required by this Agreement.

Section 14. Indemnification. The Charter School shall indemnify, hold harmless, and defend the District, its Board of trustees, the members of its Board of trustees, officers, employees and agents against and from any and all claims, demands, actions, suits, losses, liability, expenses and costs for any injury, death or damage to any person or property arising from the Charter School's use of the Facilities or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by the Charter School in or about the Facilities, excepting those claims, demands, actions, suits, losses, liability, expenses and costs arising out of the negligent or intentional acts of the District, agents, officers and invitees.

The Charter School shall further indemnify, hold harmless, and defend the District, its Board of trustees, the members of its Board of trustees, officers, employees and agents against and from any and all claims arising from any breach or default in the performance of any obligation on the Charter School's part to be performed under the terms of this Agreement, or arising from any act, omission or negligence of the Charter School, or any officer, agent, employee, guest, or invitee of the Charter School, and from all costs, attorneys' fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon.

The District shall indemnify, hold harmless, and defend the Charter School, its trustees, officers, and agents against and from any and all claims, demands, actions, suits, losses, liability, expenses and costs for any injury, death or damage to any person or property arising from the District's conduct of business at the Facilities or from any activity, work, or other things done, permitted, suffered, or contracted by the District in or about the Facilities, excepting those claims, demands, actions, suits, losses, liability, expenses and costs arising out of or relating to the negligent or intentional acts of the Charter School, its employees, agents, officers and invitees.

The District shall further indemnify, hold harmless, and defend the Charter School against and from any and all claims arising from any breach or default in the performance of any obligation on the District's part to be performed under the terms of this Agreement, or arising from any act, omission or negligence of the District, or any officer, agent, guest, or invitee of the District, and from all costs, attorneys' fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon.

Upon becoming aware of any casualty or accident in or on the Facilities, each Party to this Agreement shall give prompt written notice thereof to the other Party. This section shall survive termination of the Agreement.

Section 15. Access. Charter School shall permit District, its agents, representatives or employees, to enter upon the Site for the purpose of inspecting same or to make repairs, alterations, or additions to any portion of the Site. District shall attempt to give reasonable notice where practicable but shall not be obligated to do so in the event of emergency or imminent threat to health or safety of occupants. The District may erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed so long as the Charter School operations do not suffer unreasonable interference. The Charter School waives any claim for damages for any inconvenience to or interference with the Charter School's business, any loss or use of quiet enjoyment of the Facilities related to District's entry for the purposes identified in this Section. Charter School shall provide District with keys to unlock all necessary doors in the Facilities, excluding the Charter School's vaults and safes.

Section 16. Insurance Risk. The District shall maintain first party property insurance for the Facilities. The Charter School shall not do or permit anything to be done in or about the Facilities nor bring or keep anything therein which will in any way increase the existing insurance rate or affect any fire or other insurance upon the Facilities, or any of the contents of the Facilities (unless the District gives its prior approval and the Charter School pays any increased premium as a result of such use or acts), or cause a cancellation of any insurance policy covering the Facilities or any part thereof or any of its contents, nor shall the Charter School sell or permit to be kept, used, or sold in or about the Facilities any articles which may be prohibited by a standard form policy of fire insurance.

Section 17. Rights of the District. The Charter School shall not do or permit anything to be done in or about the Facilities that will in any way obstruct or interfere with the rights of the District or injure the District or use or allow the Facilities to be used for any unlawful purpose, nor shall the Charter School cause, maintain or permit any nuisance in or about the Facilities. The Charter School shall not commit or suffer to be committed any waste in or upon the Facilities.

Section 18. Illegal Uses. The Charter School shall not use the Facilities or permit anything to be done in or about the Facilities that will in any way conflict with any applicable law, statute, ordinance or governmental rule, or regulation. The Charter School agrees to comply with its charter in all respects, including as particularly related to the Facilities. The Charter School agrees to secure all necessary permits or clearances needed to occupy the Facilities.

Section 19. Destruction of Facilities. If the Facilities are damaged by any casualty and the Charter School still has access to at least eighty percent (80%) of the classroom space, then the District shall promptly restore the Facilities to the condition

existing before such damage. If the Facilities are damaged or destroyed by any casualty and the Charter School has access to less than eighty percent (80%) of the classroom space at the Facilities, then the District shall have the option to either promptly restore the Facilities or provide the Charter School with alternate facilities. The cost of restoring the Facilities under this Section shall be borne by the Charter School if the cause of the casualty is the negligence or intentional act of the Charter School, its employees, agents, students or invitees. The cost of restoring the Facilities under this Section shall be borne by the District if the cause of the casualty is the negligence or intentional act of the District, its employees, agents, or invitees. The parties shall tender the cost of restoring the Facilities to their respective insurance carriers if the casualty is caused by a third party. To the extent the damage is not covered by the parties' insurance, it shall be paid for by the District. If restoration is to occur, it shall be performed in such a way that will cause the least disruption to the Charter School's academic program.

Section 20. Holding Over. Charter School shall not remain in possession of the Facilities or any part thereof after the expiration of this Agreement or after termination thereof without the express written consent of District. Notwithstanding the foregoing, if the Charter School holds over, the Charter School shall pay the monthly Facilities fee plus all other charges payable required by this Agreement. Any holdover by Charter School requires the Charter School to comply with all terms of this Agreement. A holdover by the Charter School shall not trigger any additional term. The District shall have the right to remove the Charter School at any time after the expiration of the Term or termination of this Agreement.

Section 21. Rules, Regulations and Law. The Charter School and the Charter School's agents, employees, students, visitors and invitees shall observe and comply fully and faithfully with all reasonable and nondiscriminatory policies, rules, and regulations adopted by the District for the care, protection, cleanliness, and operation of the Facilities, and the Facilities' furnishings and equipment, and shall comply with all applicable laws.

Section 22. Smoking. The Facilities shall be non-smoking and no smoking shall be allowed in or on District property and Facilities, including but not limited to all balconies, courtyards, walkways, and parking areas.

Section 23. Default by Charter School. The occurrence of any one or more of the following events shall constitute a default and material breach of this Agreement by Charter School:

- a) The failure by Charter School to utilize the Facilities for the sole purpose of operating of a charter school.
- b) The failure by Charter School to make timely payment required under this Agreement, where such failure shall continue for a period of twenty (20) days after written notice thereof by the District to the Charter School. Such written

notice shall reference this paragraph and shall be separate from any regular invoice.

- c) The failure by Charter School to observe or perform any of the express covenants, conditions or provisions of this Agreement.
- d) The failure by Charter School to maintain ADA of eighty (80) or more in-District students, as the term “in-District students” is defined by Proposition 39.
- e) Revocation or nonrenewal of Charter School’s charter.

In the event of any material default or breach by Charter School, District may, but shall not be obligated to, terminate this Agreement and Charter School’s right to possession of the Facilities upon thirty (30) days’ written notice thereof to the Charter School if the default is not cured within the thirty (30) day period. If the nature of the default is such that the same cannot reasonably be cured within said thirty (30) day period, the Charter School shall not be in default if Charter School shall within such thirty (30) day period commence such cure and thereafter diligently prosecute the same to completion. In no event shall such cure period exceed sixty (60) days. Upon termination, District shall retain the right to recover from Charter School, without limitation, any amounts due under this Agreement or applicable law. Unpaid fees shall bear interest from the date due at the maximum legal rate. In the event of termination by the District by reason of Charter School’s default or breach of this Agreement, the District shall not be obligated to provide facilities to Charter School pursuant to Proposition 39 for the remainder of the school year.

Section 24. Default by District. District shall be in default of this Agreement if District fails to perform any material obligation required by this Agreement. In the event of any default by District, Charter School may terminate this Agreement upon thirty (30) days’ written notice thereof to the District if the District has failed to cure the default within thirty (30) days. If the nature of the default is such that the same cannot reasonably be cured within said thirty (30) day period, the District shall not be in default if District shall within such thirty (30) day period commence such cure and thereafter diligently prosecute the same to completion. In no event shall such cure period exceed sixty (60) days.

Section 25. Construction. Each of the parties acknowledges and agrees that this Agreement is to be construed as a whole according to its fair meaning and not in favor of nor against any of the Parties as draftsman or otherwise.

Section 26. Prevailing Authority. In the event of a conflict between the law and the terms of this Agreement, the law shall prevail, and any such conflicting terms shall be severed from this Agreement and nullified. In the event of a conflict between the Charter and this Agreement, the terms of this Agreement shall prevail and shall be deemed an amendment to the Charter, replacing any conflicting terms therein. In the event of a

conflict between the Charter and any Agreement between the Charter School and the District, the terms of this Agreement shall prevail and shall be deemed an amendment to the Agreement, replacing any conflicting terms therein.

Section 27. No Admission. Except as expressly agreed herein, nothing contained herein shall constitute an admission of fact or law.

Section 28. Binding Obligation. If and to the extent that the Charter School is a separate legal entity from the District, the Charter School expressly agrees that this Agreement is a binding obligation on the Charter School and the District agrees that this Agreement is a binding obligation on the District.

Section 29. Subject to Approval by Governing Board. This Agreement shall become effective upon ratification by the District's Governing Board.

Section 30. Warranty of Authority. Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement of behalf of the party indicated, and each of the parties by signing this Agreement warrants and represents that such party is legally authorized and entitled to enter into this Agreement.

Section 31. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission, addressed as follows:

If to the District: West Contra Costa Unified School District
 1108 Bissell Avenue
 Richmond, California 94801
 Attn: Associate Superintendent of Operations

If to the School: Peppina Chang
 Richmond Elementary School, Inc.
 P.O. Box 2814
 Richmond, CA 94801

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

Section 32. Subcontract and Assignment. Neither party shall assign its rights, duties or privileges under this Agreement, nor shall a party attempt to confer any of its rights, duties or privileges under this Agreement (including that of sublease) on any third party, without the written consent of the other party. Any such assignment shall be null and void.

Section 33. Independent Status. This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

Section 34. Entire Agreement of Parties. This Agreement and the Administrative Services Agreement constitute the entire agreement between the parties and supersede all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by the parties.

Section 35. California Law. This Agreement shall be governed by and interpreted under the laws of the State of California applicable to instruments, persons, transactions and subject matter that have legal contacts and relationships exclusively within the State of California. Any action or proceeding by any party to enforce the terms of this Agreement shall be brought solely in the Superior Court of the State of California for the County of Contra Costa.

Section 36. Waiver. The waiver by any party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

Section 37. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.

Section 38. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document. Facsimile signature pages shall be deemed equivalent to original signatures.

Section 39. Captions. The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

Section 40. Severability. Should any provision of this Agreement be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

Section 41. Incorporation of Recitals. The Recitals are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

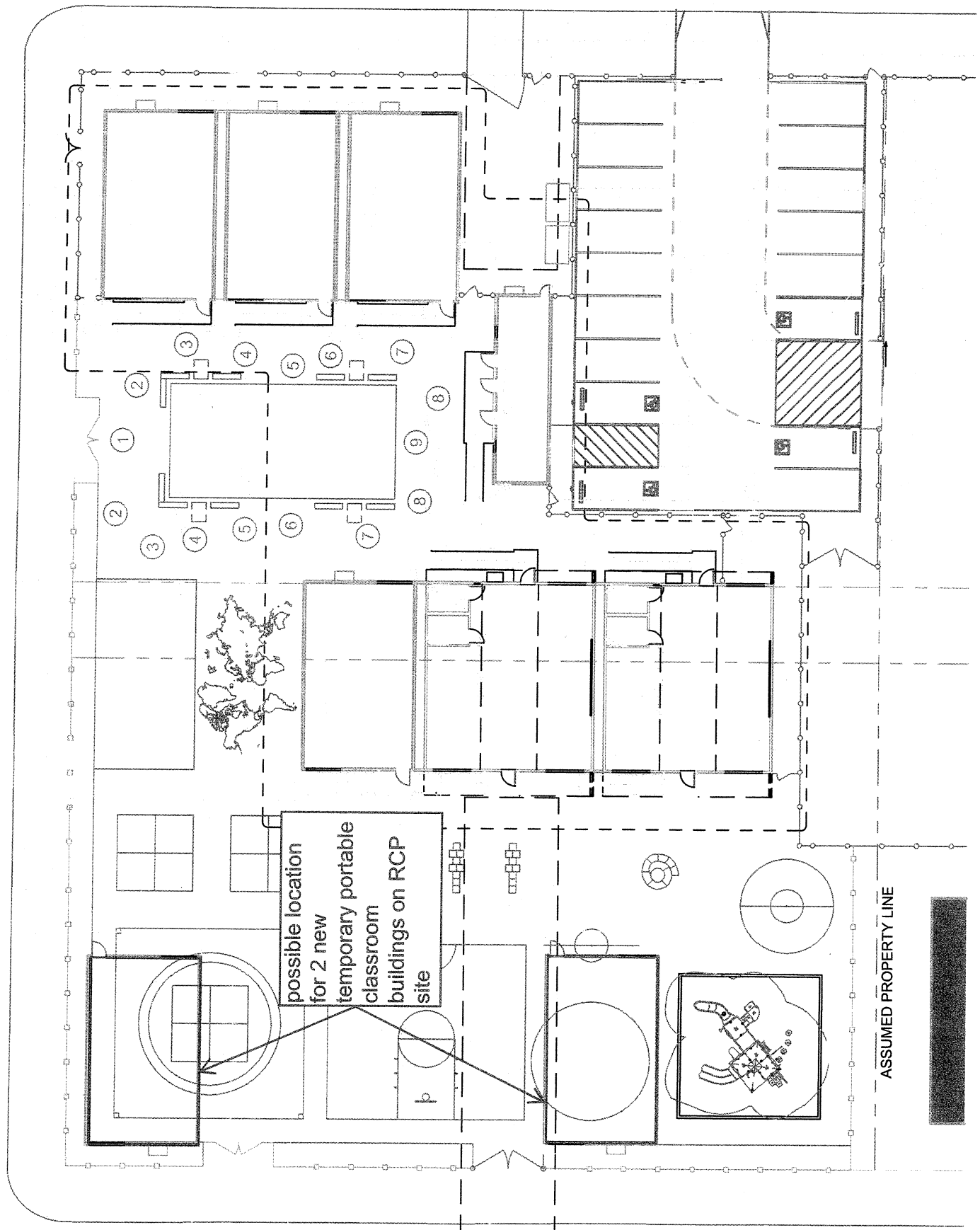
By: _____ Date _____

Title: _____

CHARTER SCHOOL

By: _____ Date _____

Title: _____





WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

1108 Bissell Avenue
Richmond, CA 94801-3135

Bill Fay, Associate Superintendent
Operations Division

Tel: (510) 231-1105
Fax: (510) 236-0190

VIA FACSIMILE, U.S. MAIL AND E-MAIL

February 1, 2010

Dr. Louise Bay Waters, CEO & Superintendent
Leadership Public Schools, Inc.
2601 Mission St., 9th Floor
San Francisco, CA 94110

Re: Preliminary Proposal Regarding Space to Be Allocated Under Prop 39/
Leadership Public Schools

Dear Dr. Waters:

This letter constitutes a preliminary proposal in response to the October 30, 2009 request for facilities you submitted to West Contra Costa Unified School District ("District") on behalf of the LPS-Richmond Charter School ("LPS") for facilities for the 2010-2011 school year.

Section 11969.9, subdivision (f) of Title 5 of the California Code of Regulations requires a school district, in response to a request for facilities, to prepare in writing, a preliminary proposal regarding the space to be allocated to the charter school and/or to which the charter school is to be provided access. The District has accordingly prepared this preliminary proposal in accordance with applicable regulations. (Cal. Code Regs., tit. 5, § 11969.1 et seq.; "Prop 39 Regulations".)

Projections of In-District Classroom ADA on Which Proposal Is Based

The Prop 39 Regulations require the District to set forth the in-District classroom ADA projections on which the District's preliminary proposal is based. As you are aware, the District's November 30, 2009 letter to you in response to the facilities request stated that the District projected in-District classroom ADA at LPS for 2010-2011 to be 313. In response, by a letter dated December 30, 2009, you argued that LPS reasonably projects 381 units of in-District ADA in 2010-2011. You further stated that LPS' in-District ADA for the current school year 2009-2010 is 356.3. Presuming this in-District ADA is correct, the District projects that LPS' in-District ADA will remain level for the 2010-2011 school year. Therefore, the District's preliminary offer is based upon an in-District ADA of 356.3.

Specific Location of the Space

For the 2010-2011 school year, the District proposes to locate LPS at the site it currently occupies in the 2009-2010 school year. Specifically, the District's preliminary offer of facilities is as follows:

The District will make available to LPS facilities at the "Leadership Public School Temporary Campus," located adjacent to the campus of Nystrom Elementary School at South 10th Street, Richmond, California. The facilities, which LPS first occupied in January 2009, consist of the following:

Building Group A

5 Classrooms (including Biology Classroom) @ 960 Square Feet each
1 Administrative Office @ 542 Square Feet

Building Group B

6 Classrooms @ 960 Square Feet each
1 RSP Classroom @ 663 Square Feet
1 Art Classroom @ 835 Square Feet
6 Offices

Building Group C

4 Classrooms @ 960 Square Feet each
1 Science Classroom @ 960 Square Feet each
1 Biology Classroom @ 960 Square Feet each
1 Girls' Toilet
1 Storage Room

Building Group D

2 Classrooms @ 960 Square Feet each
1 Media Library Classroom @ 960 Square Feet each
1 Cafeteria

Building Group E

2 Computer Classrooms @ 960 Square Feet each
Boys' Toilet
Girls' Toilet

All Conditions Pertaining to the Space

The use and occupation of the facilities by LPS is conditioned upon the execution of the attached Facilities Use Agreement. (See Exhibit A.) Additionally, LPS shall be required to pay its share of the State Loan Repayment, estimated at \$50.00/ADA for 2010-2011. The payment of the Student Loan Repayment is required regardless of whether LPS accepts the District's offer of facilities.

Projected Pro Rata Share Amount

The District will not charge the pro-rata share set forth in Education Code section 47614 since the pro rata share has historically yielded only nominal sums, and is cumbersome and time-consuming to calculate. The District is not waiving the right to collect this fee, or agreeing to any interpretation of the Education Code that would prevent the District from collecting the pro rata share under Education Code section 47614.

The District will collect an oversight fee of 3% as set forth in Education Code section 47613, as well as the Charter School's share of the State Loan Repayment, described above.

Comparison Group Schools Used in Developing Preliminary Proposal

The District has determined that Kennedy High School and Richmond High School constitute the "comparison group" for LPS' request, as that term is defined by section 11969.3, subdivision (a)(2), of the Prop 39 Regulations.

Description of Differences Between Preliminary Proposal and LPS' Facilities Request

For the 2010-2011 school year, the District is providing LPS with the same facilities at the same site it occupies in the current 2009-2010 school year. The facilities meet the reasonable equivalence requirement set forth in the Prop 39 regulations and are commensurate to those afforded to the District's own students. The Prop 39 regulations require LPS to respond in writing, on or before March 1, to this preliminary offer. We look forward to continuing this dialogue with LPS regarding its facilities needs. Please feel free to contact me with any questions.

Sincerely,



Bill Fay
Associate Superintendent

BF:aif

Enclosure: Proposed Facilities Use Agreement

cc: Dr. Harter, E. Sklar, B. Savidge

**CHARTER FACILITIES AGREEMENT
BY AND BETWEEN
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT AND
LEADERSHIP PUBLIC SCHOOLS, INC. CHARTER SCHOOL**

THIS AGREEMENT (“Agreement”) is made this ___ day of _____, 2010 (“Effective Date”), by and between the West Contra Costa School District, a public school district organized and existing under the laws of the State of California (“District”) and Leadership Public Schools, Inc. (“Non-Profit”), a California non-profit public benefit corporation, which operates Leadership Public Schools-Richmond, a California public charter school (“Charter School”). The District and the Charter School are collectively referred to as “the parties.”

RECITALS

WHEREAS, the Charter School is operated by the Non-Profit, and all obligations imposed hereby on the Charter School are equally imposed on the Non-Profit; and

WHEREAS, the parties have previously entered into an Administrative Services Agreement (the “Administrative Services Agreement ”); and

WHEREAS, the Administrative Services Agreement describes certain operational relationships between the parties; and

WHEREAS, pursuant to the requirements of California Education Code section 47614 and Title 5 of the California Code of Regulations, sections 11969, *et seq.* (together, “Proposition 39”), the Charter School has made a written request for facilities for the 2010-2011 school year.

WHEREAS, pursuant to the requirements of Proposition 39 and its implementing regulations the District Board of Trustees has made a preliminary written offer to provide the Charter School with facilities for its in-district students.

WHEREAS, the parties desire to set forth the terms and conditions pursuant to which the Charter School will occupy classrooms and use facilities (“Facilities”) on a portion of the District’s school site (the “Site”), located at Nystrom Elementary School at South 10th Street Richmond, California, commencing with the 2010-2011 school year.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, including the recitals hereof, the parties agree as follows:

Section 1.

Section 1.A. Use of Site. The Charter School's right to use the Site shall not extend to the use of facilities already in use by the District located on the Site. Charter School's right to exclusive use of the Site shall be coterminous with the term of this Agreement and shall be for the 2010-2011 school year only. Upon the termination of this Agreement, the right to exclusive use and occupation of the Site and the Facilities and equipment thereon shall revert to the District subject to the parties' negotiation of a successor Agreement, if necessary, containing the terms of the District's provision of facilities to the Charter School in accordance with the provisions of Proposition 39. As titleholder to the Site and the facilities and equipment located thereon, the District reserves the right at the termination of this Agreement to recoup the full rights and benefits of such ownership, including but not limited to use of such Site, facilities and equipment for District services upon expiration of this Agreement. Use of the Facilities shall be solely for the purposes set forth in the Charter School's charter and on the terms and conditions set forth herein.

The District agrees to provide the Charter School with access to the following facilities ("Facilities") for the purpose of operating the Charter School's educational program, as approved/renewed by the District as charter granting agency on March 21, 2007 for the duration of this Agreement:

Building Group A:

5 Classrooms (including Biology Classroom) @ 960 Square Feet each
1 Administrative Office @ 542 Square Feet

Building Group B:

6 Classrooms @ 960 Square Feet each
1 RSP Classroom @ 663 Square Feet
1 Art Classroom @ 835 Square Feet
6 Offices

Building Group C:

4 Classrooms @ 960 Square Feet each
1 Science Classroom @ 960 Square Feet
1 Biology Classroom @ 960 Square Feet
1 Girls' Toilet
1 Storage Room

Building Group D:

2 Classrooms @ 960 Square Feet each
1 Media Library Classroom @ 960 Square Feet
1 Cafeteria

Building Group E:
2 Computer Classrooms @ 960 Square Feet each
Boys' Toilet
Girls' Toilet

A site plan depicting the above-listed Facilities is attached as Exhibit B.

The Charter School shall also have continued use of the auditorium, gymnasium and fields at Martin Luther King Park.

All rooms occupied by the Charter School shall have a functional burglar alarm system separately zoned for and controlled by the Charter School.

Section 1.B. Compliance with the Civic Center Act. The Charter School agrees to comply with the provisions of the Civic Center Act (Education Code section 38131 *et seq.*) in making use of the facilities accessible to members of the community. For purposes of compliance with the Civic Center Act with respect to the Site only, the Charter School Governance Council shall hold the same powers and obligations applicable to School District Boards of Trustees under Education Code sections 38130-38139 and shall also follow District Board Policy and Administrative Regulations in making use of the facilities accessible to members of the community.

Section 1.C. ADA Assumptions. Pursuant to the requirements of Proposition 39, the allocation of space as set forth in these Sections 1.A is based upon an assumption of 356.3 in-district ADA for the 2010-2011 school year. The Charter School waives its right to future requests for additional facilities based on enrollment increases for the 2010-2011 school year as specified in Section 11969.9 of the Proposition 39 regulations (Cal. Code Regs., tit. 5, § 11969.9.)

Section 1.D. The parties agree that provision of the Facilities pursuant to this Agreement constitutes full and complete satisfaction of the District's obligations under Proposition 39 for the 2010-2011 school year. Charter School represents and warrants to the District that the Charter School has investigated and inspected, independently or through agents of Charter School's own choosing, the condition of the Facilities and the suitability of the Facilities for Charter School's intended use. Charter School acknowledges and agrees that neither the District nor any of its agents have made, and the District hereby disclaims any representations or warranties, express or implied, concerning the Facilities, the physical or environmental condition of the Facilities or any other property beneath, adjacent to, or otherwise related to the Facilities.

Section 2. Furnishings and Equipment. The furnishings and equipment to be provided by the District for the Facilities are those furnishings and equipment that exist at the Facilities as of the Effective Date. The Charter School is responsible for any furnishings and equipment over and above those provided by the District.. These furnishings and equipment shall remain the property of the District. The furnishings and

equipment provided are equivalent to those furnishings and equipment provided in the comparison group of schools in accordance with 5 C.C.R. Section 11969.3. The Charter School shall return all such furniture, fixtures and equipment to the District in like condition at the termination of this Agreement, excepting ordinary wear and tear. All furniture, fixtures, and equipment that is not the property of the District or is not otherwise reimbursed by the District shall remain the property and under the ownership of Charter School and shall be disposed of according to the provisions of the approved Charter Petition.

Section 3. Over Allocation Fee. In the event that the space allocated to the Charter School is considered "over allocated," the Charter School shall reimburse the District for over-allocated space in accordance with 5 C.C.R. Section 11969.8.

Section 4. Term. The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2011.

Notwithstanding the term of this Agreement, the Charter Schools' right to renew this Agreement shall be subject to compliance with the annual notification requirements of Proposition 39 and compliance with the terms of this Agreement. Upon timely notification of the Charter School's facilities needs in accordance with Proposition 39, the parties shall amend the terms of this Agreement, if necessary, and the parties shall execute a new Agreement. The District reserves the right to provide alternative facilities at the end of the term of this Agreement that meet the requirements of Proposition 39.

Section 5. Termination. This Agreement will automatically terminate upon the termination or final revocation of Charter School's charter or the cessation of Charter School's operations for any reason.

Section 6. Facilities Use Fee. Charter school shall pay the District 3% of the charter school's applicable revenues for the 2010-2011 school year (general purpose and categorical block grants), per Education Code 47613.

Section 7. Utilities. The Charter School shall pay the District for utility services that are provided by the District to the Site. Unless such expenses for the Site can be separately metered or measured, campus-wide operational services costs will be allocated based on the ratio of Facilities square footage to total square footage of the buildings at Nystrom Elementary School. The District shall invoice the Charter School monthly for utilities costs, and the Charter School shall pay such invoices within thirty (30) days of receipt.

With respect to internet connectivity, the Charter School shall assume use of the pre-existing T-1 line and the District shall transfer billing for the use of such line over to the Charter School. Charter School shall obtain its own internet service provider. The District shall provide all telephone systems, data lines, and related equipment, software and hardware, to the Charter School. However, the Charter School shall assume sole

responsibility for upkeep and maintenance and use fees of all telephone systems, data lines, and related equipment, software and hardware.

District agrees to furnish or cause to be furnished to the Facilities necessary utilities. The District's failure to furnish or cause to be furnished necessary utilities when such failure is caused by (i) acts of God or other acts beyond the control or fault of the District; (ii) strikes, lockouts, or other labor disturbance or labor dispute of any kind; (iii) any laws, rules, orders, ordinances, directions, regulations, requirements, or any other action by federal, state, county or municipal authority; (iv) inability despite the exercise of reasonable diligence by the District to obtain electricity, water, or fuel; or (v) any other unavoidable delay, shall not cause the District to be in default and shall not result in any liability of the District.

Section 8. Maintenance. The Charter School shall comply with District policies regarding the operations and maintenance of the Facilities and furnishings and equipment. The District shall be responsible for any modifications necessary to maintain the Facility in accordance with Education Code sections 47610(d) or 47610.5. Facilities and furnishings and equipment provided to the Charter School shall remain the property of the District. The daily and minor operations and maintenance of the Facilities and equipment is the responsibility of the Charter School. Projects eligible to be included in the District deferred maintenance plan established pursuant to Education Code section 17582 and the replacement of furnishings and equipment supplied by the District in accordance with District schedules and practices shall remain the responsibility of the District. The Charter School may purchase operations and maintenance services from the District as provided in a separate written agreement. The Charter School shall surrender the Facilities in the same condition as received, normal wear and tear excepted.

District shall be responsible for the major maintenance of the facilities used by School, except to the extent that major maintenance, other than normal wear and tear, is required as a result of the Charter School's occupancy of the Facilities. For purposes of this section, "major maintenance" includes the major repair or replacement of plumbing, heating, ventilation, air conditioning, electrical, roofing, and floor systems, exterior and interior painting, and any other items considered deferred maintenance under Education Code section 17582. All other kinds of maintenance shall be considered routine maintenance.

Section 9. Installation of Improvements. Charter School shall not construct or install any improvements on the Site or otherwise alter the Site without the prior written consent of District, and any other government agencies with jurisdiction over the Site, including but not limited to the Division of the State Architect. District's approval of any improvements, including the construction schedule, work hours, and modifications, shall be at District's sole and absolute discretion, and District may disapprove of such improvements without reason. Contractors retained by Charter School with respect to the construction or installation of improvements shall be fully licensed and bonded as required by law and must maintain levels of casualty, liability and workers' compensation insurance and performance and payment bonds consistent with District

construction requirements. The construction or installation of improvements shall be performed in a sound and workmanlike manner, in compliance with all laws applicable to charter schools, including prevailing wage laws. The construction or installation of improvements shall also comply with the Field Act. District or District's agent shall have a continuing right at all times during the period that improvements are being constructed or installed to enter the Site and to inspect the work, provided that such entries and inspections do not unreasonably interfere with the progress of the construction or interrupt instruction to students. Any improvements shall be fully paid for by the Charter School. The Charter School shall keep the Site free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Charter School.

Upon written reasonable request of the District prior to the expiration or earlier termination of the Agreement, Charter School will remove any and all improvements to the Facilities, at its own cost, that can be done without damage to the Facilities. In the event of charter termination or closure of the Charter School, all property shall be disposed of in accordance with the provision of the approved Charter Petition. Unless the Parties agree otherwise in writing on an item by item basis, Charter School maintains its ownership rights in any alterations, additions or improvements and may be allowed to remove at termination of this Agreement and restore the Facilities to the condition existing prior to alteration, addition or improvement. Notwithstanding the foregoing, any addition to the Facilities that the Charter School does not remove prior to vacating the Facilities, shall vest in the District.

Section 10. Condition of Property. Charter School, at its expense, shall comply with all applicable laws, regulations, rules and orders with respect to its use and occupancy of the Site, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality. The Charter School shall not be responsible for any and all environmental conditions that existed prior to the Charter School's occupancy of the Site. The District shall remain responsible for compliance with the ADA, FEHA, and other applicable building code standards regarding access for any compliance issue existing prior to the date of execution of this Agreement.

Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Site due to the Charter School's use and occupancy thereof, Charter School, at its expense, shall be obligated to clean all the property affected, to the satisfaction of District and any governmental agencies having jurisdiction over the Site. Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the District facilities due to the condition of the District's property, the District, at its expense, shall be obligated to clean all the property affected, to its satisfaction and the satisfaction of any governmental agency having jurisdiction over District facilities.

Section 11. Title to Property. The parties acknowledge that title to the Site is held by the District and shall remain in the District at all times.

Section 12. Fingerprinting. Charter School shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in Education Code sections 45125.1 and 45125.2, as applicable. Verification of compliance with the aforementioned fingerprinting and criminal background investigation requirements shall be provided in writing to District prior to each individual's commencement of employment or participation in any activity of Charter School on the Site and prior to permitting contact with District pupils.

Section 13. Insurance. The District will continue to maintain its current levels of insurance on the structures on the Site. To the extent that the District does not currently have insurance on the Site, the District will obtain appropriate insurance coverage before the Charter School occupies the Site.

The District shall maintain first party property insurance for the Facilities. The Charter School shall, at all times during the term of this Agreement, and at its own cost and expense procure and continue in force the following insurance coverage: Bodily Injury and Property Damage Liability insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000.00. Such minimum limits of policies shall in no event limit the liability of the Charter School hereunder. Such insurance shall name the District as an additional insured. Insurance shall be with companies having a rating of not less than A- in "Best's Insurance Guide". The Charter School shall furnish from the insurance companies or cause the insurance companies to furnish certificates of coverage to the District. No such policy shall be cancelable or subject to reduction of coverage or other modification or cancellation except after thirty (30) days prior written notice to the District by the insurer and with the consent of the District thereto. The Charter School shall, at least twenty (20) days prior to the expiration of such policies, furnish the District with renewals or binders. The Charter School agrees that if the Charter School does not take out and maintain such insurance, then the District may (but shall not be required to) procure said insurance on the Charter School's behalf and charge the Charter School the premiums together with a twenty-five percent (25%) handling charge, payable upon demand. The Charter School shall have the right to provide such insurance coverage pursuant to blanket policies obtained by the Charter School provided such blanket policies expressly afford coverage to the Facilities and to the Charter School as required by this Agreement.

Section 14. Indemnification. The Charter School shall indemnify, hold harmless, and defend the District, its Board of trustees, the members of its Board of trustees, officers, employees and agents against and from any and all claims, demands, actions, suits, losses, liability, expenses and costs for any injury, death or damage to any person or property arising from the Charter School's use of the Facilities or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by the Charter School in or about the Facilities, excepting those claims, demands, actions, suits, losses, liability, expenses and costs arising out of the negligent or intentional acts of the District, agents, officers and invitees.

The Charter School shall further indemnify, hold harmless, and defend the District, its Board of trustees, the members of its Board of trustees, officers, employees and agents against and from any and all claims arising from any breach or default in the performance of any obligation on the Charter School's part to be performed under the terms of this Agreement, or arising from any act, omission or negligence of the Charter School, or any officer, agent, employee, guest, or invitee of the Charter School, and from all costs, attorneys' fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon.

The District shall indemnify, hold harmless, and defend the Charter School, its trustees, officers, and agents against and from any and all claims, demands, actions, suits, losses, liability, expenses and costs for any injury, death or damage to any person or property arising from the District's conduct of business at the Facilities or from any activity, work, or other things done, permitted, suffered, or contracted by the District in or about the Facilities, excepting those claims, demands, actions, suits, losses, liability, expenses and costs arising out of or relating to the negligent or intentional acts of the Charter School, its employees, agents, officers and invitees.

The District shall further indemnify, hold harmless, and defend the Charter School against and from any and all claims arising from any breach or default in the performance of any obligation on the District's part to be performed under the terms of this Agreement, or arising from any act, omission or negligence of the District, or any officer, agent, guest, or invitee of the District, and from all costs, attorneys' fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon.

Upon becoming aware of any casualty or accident in or on the Facilities, each Party to this Agreement shall give prompt written notice thereof to the other Party. This section shall survive termination of the Agreement.

Section 15. Access. Charter School shall permit District, its agents, representatives or employees, to enter upon the Site for the purpose of inspecting same or to make repairs, alterations, or additions to any portion of the Site. District shall attempt to give reasonable notice where practicable but shall not be obligated to do so in the event of emergency or imminent threat to health or safety of occupants. The District may erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed so long as the Charter School operations do not suffer unreasonable interference. The Charter School waives any claim for damages for any inconvenience to or interference with the Charter School's business, any loss or use of quiet enjoyment of the Facilities related to District's entry for the purposes identified in this Section. Charter School shall provide District with keys to unlock all necessary doors in the Facilities, excluding the Charter School's vaults and safes.

Section 16. Insurance Risk. The District shall maintain first party property insurance for the Facilities. The Charter School shall not do or permit anything to be done in or about the Facilities nor bring or keep anything therein which will in any way

increase the existing insurance rate or affect any fire or other insurance upon the Facilities, or any of the contents of the Facilities (unless the District gives its prior approval and the Charter School pays any increased premium as a result of such use or acts), or cause a cancellation of any insurance policy covering the Facilities or any part thereof or any of its contents, nor shall the Charter School sell or permit to be kept, used, or sold in or about the Facilities any articles which may be prohibited by a standard form policy of fire insurance.

Section 17. Rights of the District. The Charter School shall not do or permit anything to be done in or about the Facilities that will in any way obstruct or interfere with the rights of the District or injure the District or use or allow the Facilities to be used for any unlawful purpose, nor shall the Charter School cause, maintain or permit any nuisance in or about the Facilities. The Charter School shall not commit or suffer to be committed any waste in or upon the Facilities.

Section 18. Illegal Uses. The Charter School shall not use the Facilities or permit anything to be done in or about the Facilities that will in any way conflict with any applicable law, statute, ordinance or governmental rule, or regulation. The Charter School agrees to comply with its charter in all respects, including as particularly related to the Facilities. The Charter School agrees to secure all necessary permits or clearances needed to occupy the Facilities.

Section 19. Destruction of Facilities. If the Facilities are damaged by any casualty and the Charter School still has access to at least eighty percent (80%) of the classroom space, then the District shall promptly restore the Facilities to the condition existing before such damage. If the Facilities are damaged or destroyed by any casualty and the Charter School has access to less than eighty percent (80%) of the classroom space at the Facilities, then the District shall have the option to either promptly restore the Facilities or provide the Charter School with alternate facilities. The cost of restoring the Facilities under this Section shall be borne by the Charter School if the cause of the casualty is the negligence or intentional act of the Charter School, its employees, agents, students or invitees. The cost of restoring the Facilities under this Section shall be borne by the District if the cause of the casualty is the negligence or intentional act of the District, its employees, agents, or invitees. The parties shall tender the cost of restoring the Facilities to their respective insurance carriers if the casualty is caused by a third party. To the extent the damage is not covered by the parties' insurance, it shall be paid for by the District. If restoration is to occur, it shall be performed in such a way that will cause the least disruption to the Charter School's academic program.

Section 20. Holding Over. Charter School shall not remain in possession of the Facilities or any part thereof after the expiration of this Agreement or after termination thereof without the express written consent of District. Notwithstanding the foregoing, if the Charter School holds over, the Charter School shall pay the monthly Facilities fee plus all other charges payable required by this Agreement. Any holdover by Charter School requires the Charter School to comply with all terms of this Agreement. A holdover by the Charter School shall not trigger any additional term. The District shall

have the right to remove the Charter School at any time after the expiration of the Term or termination of this Agreement.

Section 21. Rules, Regulations and Law. The Charter School and the Charter School's agents, employees, students, visitors and invitees shall observe and comply fully and faithfully with all reasonable and nondiscriminatory policies, rules, and regulations adopted by the District for the care, protection, cleanliness, and operation of the Facilities, and the Facilities' furnishings and equipment, and shall comply with all applicable laws.

Section 22. Smoking. The Facilities shall be non-smoking and no smoking shall be allowed in or on District property and Facilities, including but not limited to all balconies, courtyards, walkways, and parking areas.

Section 23. Default by Charter School. The occurrence of any one or more of the following events shall constitute a default and material breach of this Agreement by Charter School:

- a) The failure by Charter School to utilize the Facilities for the sole purpose of operating of a charter school.
- b) The failure by Charter School to make timely payment required under this Agreement, where such failure shall continue for a period of twenty (20) days after written notice thereof by the District to the Charter School. Such written notice shall reference this paragraph and shall be separate from any regular invoice.
- c) The failure by Charter School to observe or perform any of the express covenants, conditions or provisions of this Agreement.
- d) The failure by Charter School to maintain ADA of eighty (80) or more in-District students, as the term "in-District students" is defined by Proposition 39.
- e) Revocation or nonrenewal of Charter School's charter.

In the event of any material default or breach by Charter School, District may, but shall not be obligated to, terminate this Agreement and Charter School's right to possession of the Facilities upon thirty (30) days' written notice thereof to the Charter School if the default is not cured within the thirty (30) day period. If the nature of the default is such that the same cannot reasonably be cured within said thirty (30) day period, the Charter School shall not be in default if Charter School shall within such thirty (30) day period commence such cure and thereafter diligently prosecute the same to completion. In no event shall such cure period exceed sixty (60) days. Upon termination, District shall retain the right to recover from Charter School, without limitation, any amounts due under this Agreement or applicable law. Unpaid fees shall bear interest from the date due

at the maximum legal rate. In the event of termination by the District by reason of Charter School's default or breach of this Agreement, the District shall not be obligated to provide facilities to Charter School pursuant to Proposition 39 for the remainder of the school year.

Section 24. Default by District. District shall be in default of this Agreement if District fails to perform any material obligation required by this Agreement. In the event of any default by District, Charter School may terminate this Agreement upon thirty (30) days' written notice thereof to the District if the District has failed to cure the default within thirty (30) days. If the nature of the default is such that the same cannot reasonably be cured within said thirty (30) day period, the District shall not be in default if District shall within such thirty (30) day period commence such cure and thereafter diligently prosecute the same to completion. In no event shall such cure period exceed sixty (60) days.

Section 25. Construction. Each of the parties acknowledges and agrees that this Agreement is to be construed as a whole according to its fair meaning and not in favor of nor against any of the Parties as draftsman or otherwise.

Section 26. Prevailing Authority. In the event of a conflict between the law and the terms of this Agreement, the law shall prevail, and any such conflicting terms shall be severed from this Agreement and nullified. In the event of a conflict between the Charter and this Agreement, the terms of this Agreement shall prevail and shall be deemed an amendment to the Charter, replacing any conflicting terms therein. In the event of a conflict between the Charter and any Agreement between the Charter School and the District, the terms of this Agreement shall prevail and shall be deemed an amendment to the Agreement, replacing any conflicting terms therein.

Section 27. No Admission. Except as expressly agreed herein, nothing contained herein shall constitute an admission of fact or law.

Section 28. Binding Obligation. If and to the extent that the Charter School is a separate legal entity from the District, the Charter School expressly agrees that this Agreement is a binding obligation on the Charter School and the District agrees that this Agreement is a binding obligation on the District.

Section 29. Subject to Approval by Governing Board. This Agreement shall become effective upon ratification by the District's Governing Board.

Section 30. Warranty of Authority. Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement of behalf of the party indicated, and each of the parties by signing this Agreement warrants and represents that such party is legally authorized and entitled to enter into this Agreement.

Section 31. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission, addressed as follows:

If to the District: West Contra Costa Unified School District
1108 Bissell Avenue
Richmond, California 94801
Attn: Associate Superintendent of Operations

If to the School: Leadership Public Schools, Inc.
2601 Mission Street, 9th Floor
San Francisco, California 94110
Attn: Chief Executive Officer

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

Section 32. Subcontract and Assignment. Neither party shall assign its rights, duties or privileges under this Agreement, nor shall a party attempt to confer any of its rights, duties or privileges under this Agreement (including that of sublease) on any third party, without the written consent of the other party. Any such assignment shall be null and void.

Section 33. Independent Status. This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

Section 34. Entire Agreement of Parties. This Agreement and the Administrative Services Agreement constitute the entire agreement between the parties and supersede all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by the parties.

Section 35. California Law. This Agreement shall be governed by and interpreted under the laws of the State of California applicable to instruments, persons, transactions and subject matter that have legal contacts and relationships exclusively within the State of California. Any action or proceeding by any party to enforce the terms of this Agreement shall be brought solely in the Superior Court of the State of California for the County of Contra Costa.

Section 36. Waiver. The waiver by any party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

Section 37. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.

Section 38. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document. Facsimile signature pages shall be deemed equivalent to original signatures.

Section 39. Captions. The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the parties hereto.

Section 40. Severability. Should any provision of this Agreement be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

Section 41. Incorporation of Recitals. The Recitals are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

By: _____ Date _____

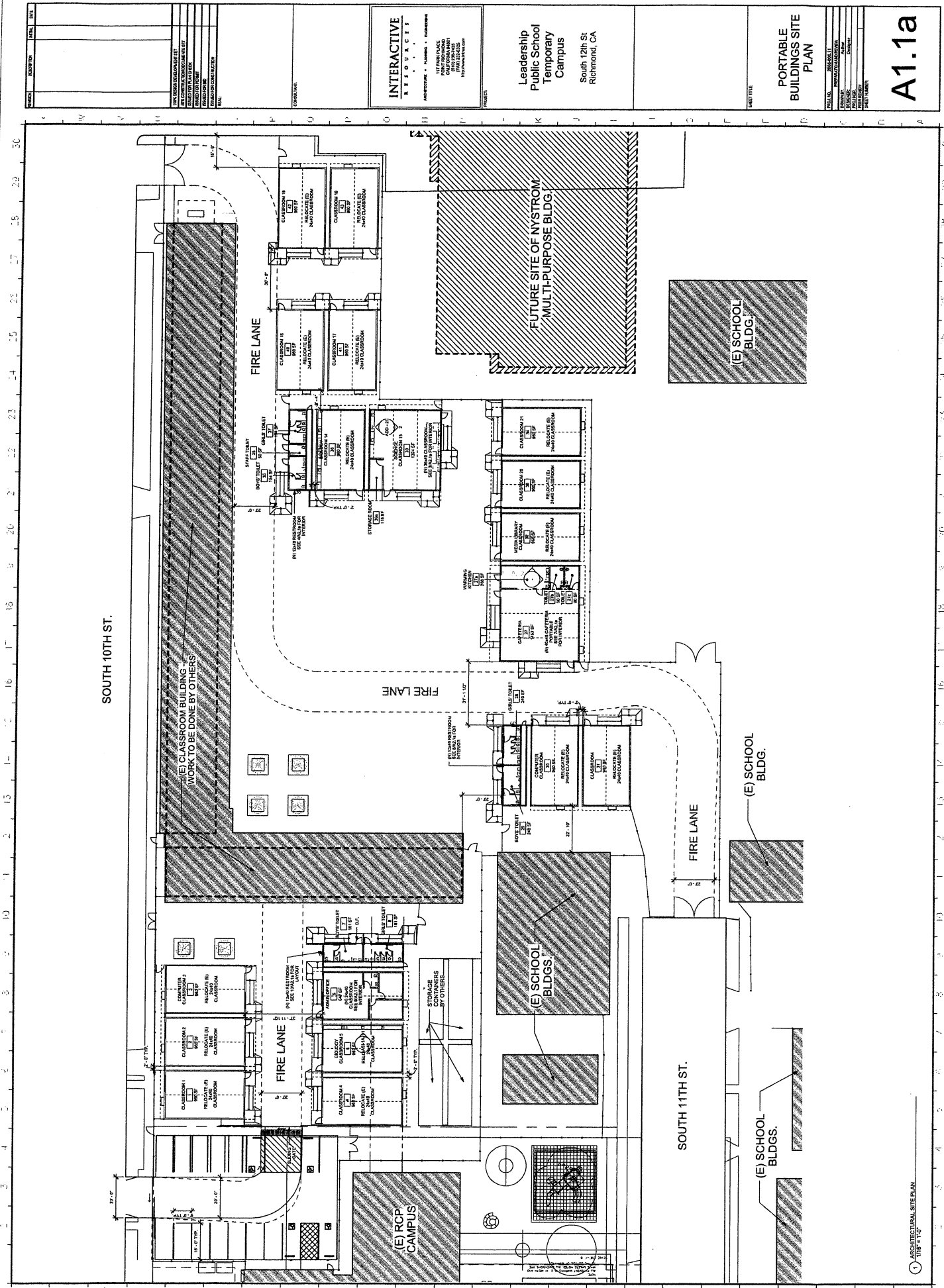
Title: _____

CHARTER SCHOOL

By: _____ Date _____

Title: _____

Exhibit B



SOUTH 10TH ST.

SOUTH 11TH ST.

A1.1a

PORTABLE BUILDINGS SITE PLAN

Leadership Public School Temporary Campus
South 12th St
Richmond, CA

INTERACTIVE RESOURCES

PROJECT NO.	11111111
DATE	11/11/11
SCALE	AS SHOWN
DRAWN BY	11111111
CHECKED BY	11111111
APPROVED BY	11111111
DATE	11/11/11

1 ARCHITECTURAL SITE PLAN
11/18/11

Exhibit B

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:** February 10, 2010
From: Bill Fay **Agenda Item:** G.3
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 -
Period Ending: 1/28/2010

Scope: Baseball Field Improvements-New Construction

Construction Status:

Architect: Vallier Design Associates & DLM Architects
Project Manager: Jose Chapa, SGI Construction Management
Project Engineer: Rod Sias, SGI Construction Management
Contractor: Bay Cities Paving and Grading
Inspector: Steve Cayson

Contract Status:

Notice to Proceed: 10/28/2009

	Original	Approved	Projected
Construction Schedule (days):	210		
Original Completion Date:	5/28/2010		
Projected Completion:	5/28/2010		

Buildings:

Progress This Period:

- No Construction Due to Rain Delay on the following days: January 9th, 10th, 11th, 12th, 13th, 14th, 15th, 16th, 17th, 18th, 19th, 20th, 21st 22nd, 23rd, 24th & 25th.
- Construction of Baseball Field Retaining Wall Foundation.(IN PROGRESS)
- Removal and Replacement of Temporary Fence around the Basketball Courts and Modular Units.

Anticipated Progress Next Period:

- Installation of Site Infrastructure.
- Replacement of the Gates on Santa Rita Avenue.
- Construction of Baseball Field Retaining Wall.
- Construction of Baseball Field Access Roads.
- Site Re-Grading/Field Layout.

Schedule Assessment/Update:

Construction Duration (Calendar Days):	210
Construction Calendar Days Elapsed:	92
Construction Calendar Days Remaining:	118
Percent of Contract Calendar Days Elapsed:	43%
Percent of Construction Completed:	25%

Percentage of Work Done	25%	Total Project
Mobilization-Surveying/Staking		100%
Site Demo Soil/Tree Removal		100%
Site Infrastructure/Field Layout		32%
Installation (N) Bleachers		0%
Installation (N) Fencing/Backstop		0%
Installation-ADA/Tactile Sign etc.		0%
Installation-Elec. Infrastructure		0%
Installation- (N) Fence-Gate		0%
Installation- Access Roads		0%
Installation-Conc. Retaining Wall		0%
Re-planting-Trees/Landscape		0%

Proposed Changes:

General Comment:

- Notice Of Award issued on October 12, 2009.
- Pre Construction Meeting held on October 27, 2009.
- Notice to Proceed issued on October 28, 2009

Progress Photos: 1/28/2010



Construction of Baseball Field Retaining Wall Foundation



Construction of Baseball Field Retaining Wall Foundation



Construction of (N) Baseball Field Retaining Wall Foundation

PROJECT STATUS REPORT

Dover Elementary School - Increment 2

Period Ending: 1/28/2010

Scope: Increment 2

Construction Status:

Architect: HY Architects, Inc.
 Project Manager: Jose Chapa, SGI Construction Management
 Project Engineer: Marc Alojapan, SGI Construction Management
 Contractor: Alten Construction, Inc.
 Inspector: Kris Gilbert

Contract Status:

Notice to Proceed:	06/15/2009		
		Original	Approved
Construction Schedule (days):	1,110		
Original Completion Date:	06/29/2012		
Projected Completion:	06/29/2012		

Buildings:

Phase 2 Building "A"

Progress This Period:

- Install Floor Framing at 2nd Floor (South End) Continuation
- Install Floor Sheathing at 2nd Floor (South End)
- Interior Wall Framing 2nd Floor (South End)
- Set Roof Beams (North End)
- Install Roof Framing System & Joists (North End)
- Install Roof Blocking (North End)
- Sheath Roof & Parapets (North End)

Anticipated Progress Next Period:

- Interior Wall Framing 2nd Floor (South End) Continuation
- Exterior Wall Framing 2nd Floor (South End)
- Install Roof Framing System & Joists (South End)
- Install Roof Framing System & Joist (North End) Continuation
- Install Roof Blocking (North End) Continuation
- Sheath Roof & Parapets (North End) Continuation
- Install Roof Drains (North End)
- Frame Roof Crickets (North End)

Schedule Assessment/Update:

Construction Duration (Calendar Days):	1,110
Construction Calendar Days Elapsed:	227
Construction Calendar Days Remaining:	883
Percent of Contract Calendar Days Elapsed:	20%
Percent of Construction Completed:	23%

Percentage of Work Done

Total Project

Phase 1--Demolition & Site Work	Increment 1 & 1A	100%
Phase 2--Building A	Increment 2	25%
Phase 3--Building B & C	Increment 2	0%
Phase 4--Demo & Playground	Increment 2	0%

Proposed Changes:

- None

General Comment:

- None

Progress Photos: 1/28/2010



Interior Wall Framing & Steel Structure



Installation of Roof Framing System & Skylights



Installation of I-Joists & Parapets

PROJECT STATUS REPORT

Ford Elementary School - Building

Period Ending: 1/28/2010

Scope: Pre-K, K-5 Elementary School with Computer Laboratory, Library, Administration, Kitchen, Multi-Purpose Room & Stage; with Playgrounds & Parking

Construction Status:

Architect: Kathleen Wong, Shao Chen; Sally Swanson Architects, Inc.
 Project Manager: Lewis Brower, SGI Construction Management
 Project Engineer: Rod Sias, SGI Construction Management
 Contractor: Heather Chierici, Chris Chierici; Alten Construction, Inc.
 Inspector: Mark Eriksen

Contract Status:

Notice to Proceed: 10/12/2009

	Original	Approved	Projected
Construction Schedule (days):	600		
Original Completion Date:	06/04/2011		
Projected Completion:	06/04/2011		

Buildings:

Site Development	Rough Site Work & Underground Utilities
Building; Area A	Classrooms, Administration, Library, Computer Lab
Building; Area B	Pre-Kindergarten, Kindergarten, Classrooms
Building; Area C	Kitchen, Multi-Purpose Room, Stage
Site Finish	Hardscape, Landscape, Irrigation, Accessories

Progress This Period:

- Area A; Foundation - Under Slab Utilities continues
- Area A; Slab-On-Grade - Preparation in 1st Area is well advanced
- Area B; Foundation - Preparation for Footing Concrete nears completion
- Area C; Foundation - Excavation, Forming & Rebar continues
- Area B; Elevator Pit - Concrete Placement & Waterproofing complete

Anticipated Progress Next Period:

- Area A; Foundation Continues - Complete Development
- Area A; Slab-On-Grade - Complete 1st Concrete Placement
- Area B; Foundation Continues - Complete Development
- Area C; Foundation Continues - Continue Development
- Commence Underground Utility Construction

Schedule Assessment/Update:

Construction Duration (Calendar Days):	600
Construction Calendar Days Elapsed:	108
Construction Calendar Days Remaining:	492
Percent of Contract Calendar Days Elapsed:	18%
Percent of Construction Completed:	≈14%

Percentage of Work Done

Total Project

Site Development	20%
Building; Area A	14%
Building; Area B	7%
Building; Area C	1%
Site Finish	0%

Proposed Changes:

- Miscellaneous issues resulting from AOR issued ASI's and GC RFI Process.
- Structural Bridging of an Unforeseen underground Concrete AT&T Conduit Encasement.
- Resolution of Several Conflicts regarding Placement of Technology Wall & Floor boxes.

General Comment:

- Progress was impacted by Adverse Weather during January.
- Dimensional conflicts in proximity to (and around) the transition from Building Area A to Area B have been resolved.
- Development of Recovery Schedule is underway.

Progress Photos: 1/28/2010



Area A 1st Slab-On-Grade Preparation Advances



Area A - Adverse Weather Maintenance/Recovery Continues



Areas B & C - Footing Development Continues

PROJECT STATUS REPORT

Helms Middle School - New Construction

Period Ending: 1/28/2010

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: AJ 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:	3/10/2010		

Buildings:

Building G: Gymnasium
 Building MC: Media Center
 Building A: Administration
 Building M: Multi-purpose Room
 Building C: Classrooms

Progress This Period:

- Gymnasium Bleachers and Flooring completed.
- Finish Exterior and Interior Painting of all Buildings.
- Finish installation of Electrical Trim in all Buildings.
- Install Bleachers in Gym.
- Finish installation of Plumbing Fixtures in all Buildings.
- Continue Mechanical Trim & Start-up HVAC in all Buildings.
- Complete Kitchen Equipment installation in Bldg. M.
- Continue With Site Work: Concrete Walkways, Metal Gates, and Irrigation.
- Commissioning and Training on Lighting Controls, Emergency Back-up Lighting System and Fire Alarm

Anticipated Progress Next Period:

- Begin work on punch-list items for Building C1
- Conduct punch-list walk on Buildings C2 & C3
- Complete HVAC Test and Balance on Buildings C1, C2, C3
- Complete all Site Concrete.
- Complete irrigation and install planting
- Complete Mechanical Trim & Start-up HVAC in all Buildings.
- Complete Building M and prepare for punch-list

Schedule Assessment/Update:

Construction Duration (Calendar Days):	780
Construction Calendar Days Elapsed:	1,025
Construction Calendar Days Remaining:	-245
Percent of Contract Calendar Days Elapsed:	131%
Percent of Construction Completed:	96

Percentage of Work Done	96%	Total Project
Import and off haul soil		100%
Site Grading and Paving		100%
Site Concrete		100%
Landscaping		99%
Mechanical - All Buildings		93%
Electrical - All Buildings		93%
Plumbing Trim - All Buildings		93%
Exterior Finishes		99%
Interior Finishes		99%

Proposed Changes:

General Comment:

Construction is near completion, all buildings are expected to be ready for punch-list by end of February 2010.

Progress Photos: 1/28/2010



PROJECT STATUS REPORT

Juan Crespi Middle School - Fire Reconstruction

Period Ending: 1/28/2010

Scope: Fire Reconstruction Bldg. 400

Construction Status:

Architect: HY Architects, Inc.
 Project Manager: Sonya Perkins, SGI Construction Management
 Project Engineer:
 Contractor: Bollo Construction, Inc.
 Inspector: Steve Cayson

Contract Status:

Notice to Proceed: 09/21/2009

	Original	Approved	Projected
Construction Schedule (days):	426		
Original Completion Date:	11/21/2010		
Projected Completion:	11/21/2010		

Buildings:

Bldg. 400 Administration Building

Progress This Period:

Interior Framing
 Roofing
 Rough-In Plumbing
 Rough-In Electrical
 Mechanical Installation
 Insulation
 Drywall
 Install Door frames

Anticipated Progress Next Period:

Run Conduit for Fire Alarm throughout the campus
 Drywall
 Electrical
 Mechanical
 Plumbing

Schedule Assessment/Update:

Construction Duration (Calendar Days):	426
Construction Calendar Days Elapsed:	129
Construction Calendar Days Remaining:	297
Percent of Contract Calendar Days Elapsed:	30%
Percent of Construction Completed:	30%

Percentage of Work Done	64%	Total Project
Roofing	75%	
Mechanical Installation	37%	
Interior Framing	95%	
Rough-In Electrical	62%	
Rough-In Plumbing	62%	
Insulation	65%	
Drywall	57%	

Proposed Changes:

Exterior Lights Raceways/Wiring
 Uneven surfaces at doorways
 ASI #1 Electrical (Pending approval of new Bogen 2000)
 ASI #4 Beam Cap Flashing
 ASI #5 Solar Tubes

General Comment:

Project is on schedule.

Progress Photos: 1/28/2010



Interior Framing/Insulation/Door frames



Insulation/Sheetrock Ceilings



Sheetrock Ceiling/Duct Drops

PROJECT STATUS REPORT

Kennedy High School - Restroom Improvements

Period Ending: 1/28/2010

Scope: Restroom Improvements

Construction Status:

Architect: HMC Architects
 Project Manager: Herman Blackmon Jr., Amanco, Inc.
 Project Engineer:
 Contractor: JDS Builders Group, Inc.
 Inspector: Steve Cayson

Contract Status:

Notice to Proceed:	10/12/2009		
		Original	Approved
Construction Schedule (days):	416		Projected
Original Completion Date:	12/2/2010		
Projected Completion:	12/2/2010		

Buildings:

B-11, 12, 21, 22; 70... Buildings 100-800
 Phase 1

Progress This Period:

- Completed Concrete Pour
- Completed Rough Electrical
- Completed Rough Plumbing
- Completed Wood Framing
- Completed Roof Patching
- Completed Insulation
- Rough Mechanical - ongoing
- Rough Low Voltage - ongoing
- Drywall - ongoing
- Hollow Metal Door Frames - ongoing

Anticipated Progress Next Period:

- Complete Rough Mechanical
- Complete Rough Low Voltage
- Complete drywall
- Complete Hollow Metal Door Frames
- Begin Mortar Bed Installation
- Begin Wall and Floor Tile Installation
- Begin painting
- Complete Phase I
- Begin Phase II Abatement

Schedule Assessment/Update:

Construction Duration (Calendar Days):	416
Construction Calendar Days Elapsed:	85
Construction Calendar Days Remaining:	331
Percent of Contract Calendar Days Elapsed:	20%
Percent of Construction Completed:	27%

Percentage of Work Done **27%** **Total Project**

Proposed Changes:

- Test Building B for moisture content of exterior wall.
- Repair roof leaks.

General Comment:

Progress Photos: 1/28/2010



Mortar Bed at Wall Base - Bathroom 700-2



Sewer Line Probe - Bathroom 700-1



Hanging Drywall - Bathroom 800-2

PROJECT STATUS REPORT

King Elementary School - Increment 2 New Construction

Period Ending: 1/28/2010

Scope: Phase 1: Construction of new school buildings and site work.

Construction Status:

Architect: Quattrocchi Kwok Architects
 Project Manager: Alaric Robinson, Don Todd Associates
 Project Engineer: Eddie Law, Don Todd Associates
 Contractor: West Bay Builders
 Inspector: Mark Eriksen
 WCCUSD Mgr: Tony Catrino

Contract Status:

Notice to Proceed:	03/25/2009		
	Original	Approved	Projected
Construction Schedule (days):	720	1	1
Original Completion Date:	03/15/2011		
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:
- Install window & wall flashing, building envelope and roof underlayment
 - Set interior hollow metal door frames
 - Plywood sheathing at flat roof and mechanical curbs
- Building B:
- Steel framing and welding
 - I-joint and GluLam framing
- Building C:
- Rough-in of plumbing - waste, vent, gas and water
 - Hang fascia boards and install roof waterproof underlayment
 - Frame exterior canopies
- Site work:
- None

Anticipated Progress Next Period:

- Building A:
- Continuation of window & wall flashings, building envelope and second layer of roof underlayment
 - Install gutters and paper & lath walls
 - Build-up at flat roof
- Building B:
- Continuation of welding at steel brace frames, apply intumescent paint and fireproofing
 - Wood framing of first floor, plywood sheathing, and framing of second
- Building C:
- Rough-in electrical
 - Set interior hollow metal door frames
 - Install building envelope and second layer of roof underlayment
- Site work:
- Continuation of fire line excavation and install
 - Install storm and water line at courtyard areas

Schedule Assessment/Update:

Construction Duration (Calendar Days):	720
Construction Calendar Days Elapsed:	309
Construction Calendar Days Remaining:	411
Percent of Contract Calendar Days Elapsed:	42%
Percent of Construction Completed:	40%

Percentage of Work Done	40%	Total Project
--------------------------------	------------	----------------------

Proposed Changes:

General Comment:

None

Progress Photos: 1/28/2010



Building A: Waterproof Underlayment & Building Envelope



Building A: Flat Roof with Mechanical Curbs & Skylight



Building B: Steel Framing & First Floor I-Joint

PROJECT STATUS REPORT

Multi-Site Play Structures & Surfaces Project - Multi-Site

Period Ending: 1/28/2010

Scope: Multi-Site Play Structures & Surfaces Project

Construction Status:

Architect: Keller Mitchell & Co.
 Project Manager: Willie Robinson, WJR, Inc.
 Project Engineer:
 Contractor: Gold Spring Construction Co.
 Inspector: Steve Cayson
 WCCUSD Mgr:

Contract Status:

Notice to Proceed: 09/21/2009

	Original	Approved	Projected
Construction Schedule (days):	75	75	75
Original Completion Date:	12/05/2009		
Projected Completion:	12/05/2009		

Buildings:

Collins	5% Completed
Coronado A & B	95 - 0% Completed; B - 100% Completed
Ellerhorst	60% Completed
Grant A & B	A - 0% Completed; B - 80% Completed
Hanna Ranch A & B	A - 0% Completed; B - 100% Completed
Highland A & B	A - 80% Completed; B - 0% Completed
Perez A, B & C	A - 100% Cmp't'd; B - 30% Cmp't'd; C - 100% Cmp't'd
Stege A & B	A - 100% Completed; B - 30% Completed
Wilson A & B	A - 100% Completed; B - 35% Completed
Valley View A, B & C	A - 0% Cmp't'd; B - 80% Cmp't'd; C - 100% Cmp't'd

Progress This Period:

- Coronado A - Completed compaction; install fencing; installed pressure treated wood; install final Play Matta.
- Ellerhorst - Install new Play Structure elements; install Play Matta.
- Grant A & B - Install New structure; Install final Play Matta; Install containment and Demo; install and compact base; install pressure wood.
- Hanna Ranch A & B - Install pressure wood; Install final Play Matta; Complete Demo; Install & compact base.
- Highland A & B - Install Play Matta; Install containment and complete Demo; install and compact base materials.
- Perez B - Install Play Structure.
- Stege A & B - Install Play Matta; Install containment and Demo; install base & compact and pressure wood; install final Play Matta.
- Wilson B - Contain and Demo; install drains from downspout.
- Valley View B & C - Install Play Structure elements; Install final Play Matta; Install final Play Matta.

Anticipated Progress Next Period:

- Complete and turnover play structures at Coronado A; Grant B; Highland A; Perez B; and Valley View B.
- Continue work at Ellerhorst; Stege B; and Wilson B.
- Start work at Grant A; Hanna Ranch A; Highland B; Valley View A.

Schedule Assessment/Update:

Construction Duration (Calendar Days):	75
Construction Calendar Days Elapsed:	129
Construction Calendar Days Remaining:	-54
Percent of Contract Calendar Days Elapsed:	172%
Percent of Construction Completed:	60%

Percentage of Work Done	60.0%	Total Project
MRAD Funds	30.0%	54.0%
Bond Funds	26.0%	46.0%

Proposed Changes:

- Request to extend the contract completion due to changes in the original logic and sequence of work.

General Comment:

The project's progress has been impeded by inclement weather.

Progress Photos: 1/28/2010



Perez A Play Yard Complete



Valley View A @ Tot Play Yard Finish Grading



Wilson A - installation of Play Structure

PROJECT STATUS REPORT

Pinole Middle School - Modernization Phase II

Period Ending: 1/28/2010

Scope: Modernization Phase II

Construction Status:

Architect: Powell & Partners
 Project Manager: Steve Millar, Amanco, Inc.
 Project Engineer: Jeff Feldman, Powell & Partners
 Contractor: Alpha Bay Builders, Inc.
 Inspector: Kris Gilbert

Contract Status:

Notice to Proceed:	10/05/2009		
		Original	Approved
Construction Schedule (days):	425		
Original Completion Date:	12/04/2010		
Projected Completion:	12/04/2010		

Buildings:

A1, A2, A3 & A4

Progress This Period:

Cold water supply line - complete
 Foundation concrete pours - 200 cy approximately 65% - complete
 Hardy Panel installation - 80% - complete
 Interior & exterior wall framing - 75% - complete

Anticipated Progress Next Period:

Foundation concrete pours
 Hardy Panel installation
 Interior & exterior wall framing
 interior sanitary sewer installation

Schedule Assessment/Update:

Construction Duration (Calendar Days):	425
Construction Calendar Days Elapsed:	115
Construction Calendar Days Remaining:	310
Percent of Contract Calendar Days Elapsed:	27%
Percent of Construction Completed:	17%

Percentage of Work Done	17%	Total Project
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Proposed Changes:

None to date

General Comment:

Construction on sanitary sewer & fire line tie in at Mann Drive will be under construction by mid February.

Progress Photos: 1/28/2010



Locating sewer line



Drilling dowels into floor for conduit



Ready to pour footings in Multi Purpose Room