

**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
August 18, 2010

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
MEETING AGENDA
AUGUST 18, 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: www.wccusd.net/Documents/Board/boardinformation.aspx

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 THE BOARD MEETINGS:

Television:

Live television broadcast of regularly scheduled Board meetings is available 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 broadcast 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.

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 Comcast, the cities of Pinole and Richmond, and WCCUSD staff for their generosity and efforts 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 **5:30 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 Report/Ratification of Closed Session

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

* **B.6 Minutes: July 28, 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 detailed dated August 18, 2010.

Recommendation:

Recommend Approval

Fiscal Impact:

As noted per grants summary

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

Comment:

The District has received donations as detailed dated August 18, 2010. Staff recommends acceptance of these donations.

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 2010-11 school year are detailed as dated August 18, 2010.

Recommendation:

Recommend Approval

Fiscal Impact:

Additional revenue for schools

***CI C.4 Acceptance of Contracts for Placement of Student Teachers**

Comment:

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

Staff requests approval from the Board of Education to accept Contracts for Placement of Student Teachers as detailed dated August 18, 2010.

Recommendation:

Recommend Approval

Fiscal Impact:

None

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

Comment:

Summaries of Payroll and Vendor Warrants issued during the month of July, 2010:

Total of payroll warrants:	\$ 3,953,216
Total of vendor warrants:	\$26,097,347

Recommendation:

Approval of the payroll and vendor warrant reports

Fiscal Impact:

As noted above

***CI C.6 Notification of Claim Rejected**

Comment:

The District has received a claim requesting compensation for personal injury. The District's risk management firm has investigated the claim and is requesting the School Board to ratify the authorized claim rejection.

Recommendation:

Ratify the rejection of claim

Fiscal Impact:

None

***CI C.7 Routine Personnel Changes - Certificated**

Comment:

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

Recommendation:

For Information Only

Fiscal Impact:

None

***CI C.8 Routine Personnel Changes - Classified**

Comment:

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

Recommendation:

For Information Only

Fiscal Impact:

None

***CI C.9 Certificated Provisional Internship Permit (PIP) Request(s)**

Comment:

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

Recommendation:

Recommend Approval

Fiscal Impact:

None

***CI C.10 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: \$328,615.25. Funding sources as noted

***CI C.11 Bond and Non-Bond Revised Change Order Ratification and Approval of Negotiated Change Orders**

Comment:

Staff is seeking ratification of change orders on the following current District construction projects. Change orders for bond expenditures are: Helms Middle School New Campus; Ford Elementary New Campus; DeAnza High School Baseball Field; King Elementary School Construction and Demolition; Pinole Middle School Renovations; and Dover Elementary New School. Change orders for Non-Bond change orders are: Adams Middle School Site Improvements (Emergency Repair Project); Crespi Middle School Fire Reconstruction; and Richmond High School ERP. Change orders were 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: \$593,847.47

***CI C.12 Ratification of Previously Authorized Staff Awarded Contracts**

Comment:

The following construction contracts were approved by the Board at regularly scheduled meetings during the year. These actions were taken prior to the expiration of the bid protest period in order to expedite the start of the work. In these cases, the Board authorized staff to issue the notice of award upon expiration of the bid protest period or upon successful resolution of any bid protest received. The education code requires the Board to ratify these award actions by staff. The following contracts were awarded by staff pursuant to Board authorization after successful completion of the bid protest period:

1. **Wright Contracting** - DeAnza High School Main Campus Project. Contract award: \$62,508,000. No Bid protest received. Authorization to award at the Board meeting of April 14, 2010.
2. **Mobile Modular** - Portola Temporary Campus Modulars Purchase. Contract award: \$1,967,327. No Bid protest received. Authorization to award at the Board meeting of May 12, 2010.

In addition to the above ratifications, the following construction contracts have been awarded by the Superintendent's designee. These contracts were prepared and circulated under the Board-approved California Uniform Public Construction Cost Accounting Act ("CUPCAA") procedures. This included advertising in a trade journal and mailing notices of bid to contractors ten days prior to opening bids. The education code requires the Board to ratify these award actions.

1. **Alaniz Construction** - Helms Street Improvements. Bids opened July 21, 2010. Contract award: \$45,200.
2. **Calico Construction** - Helms Rear Access Road. Bids opened August 2, 2010. Contract award: \$93,000.

Recommendation:

Ratify previously authorized staff awarded contracts

Fiscal Impact:

No additional fiscal impact, ratification of staff action only

***CI C.13 Purchase of State Relocatable Buildings**

Comment:

The District is currently using 30 modular buildings which are leased from the State of California through the Office of Public School Construction (“OPSC”). The State Allocation Board (“SAB”) has taken action to end the leasing of state relocatables. The District has been notified that if we wish to continue to utilize our leased buildings then we must purchase them. The District originally leased these buildings during the Measure M Elementary School renovations. They have been utilized since then to house students in the Leadership Public School Temporary Campus. We have already exhausted a 2-year lease extension and have been notified that there will not be further extensions. The buildings are currently in use and it would be difficult and very costly to replace them. It is recommended that the District purchase the buildings. The current cost for purchase is \$12,000 per classroom. This is a competitive price, and lower than current market rates from private vendors. These buildings will have a useful service life of another 10+ years and can be used as a part of our temporary housing strategy for the new Measure D projects.

Recommendation:

Ratify and approve contracts as noted

Fiscal Impact:

Total for this action: **\$360,000**. Funded from the Measure J Bond.

***CI C.14 Agreement with Bay Area Community Resources, YMCA of the East Bay and Contra Costa County Health Services for School Based Health Center Coordinator Services**

Comment:

The District has finalized individual agreements with Bay Area Community Resources to continue providing coordination and services at DeAnza High School and Hercules High School. The YMCA of the East Bay will continue providing coordination and health services at Pinole Valley High School, Kennedy High School and El Cerrito High School. Contra Costa County Health Services will provide services at Richmond High School.

Recommendation:

Recommend Approval

Fiscal Impact:

\$360,000.00, ARRA

***CI C.15 Agreement with the Cities of Richmond, El Cerrito, Pinole and Hercules and the Office of the Sheriff-Coroner to Provide School Resource Officer (SRO) Services to District Campuses**

Comment:

The District has finalized the second year of individual three-year agreements with the Cities of Richmond, El Cerrito, Pinole and Hercules and the Office of the Sheriff-Coroner to provide a total of eighteen full-time School Resource Officers (SRO) to the District. These agreements include revised scope of work for SROs.

Recommendation:

Recommend Approval

Fiscal Impact:

\$1,969,000.00, General Fund

***CI C.16 Terence Martin Day – August 23, 2010**

Comment:

Terence Martin was a dedicated father, community member and school employee who gave his life while going to the assistance of a citizen of our community. In 2005 the Board of Education declared, in perpetuity, August 23rd as Terence Lionel Martin Day in honor of his dedication and commitment to our school district and community. August 23rd is a day to remember Terence and what he stood for and believed in: taking care of one another.

Recommendation:

For Information Only

Fiscal Impact:

None

D. AWARDS, RECOGNITIONS, AND REPORTS

*** D.1 Standing Reports**

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

Academic Subcommittee
Bayside Parent Teacher Association
Citizens’ Bond Oversight Committee
Community Budget Advisory Committee
Facilities Subcommittee
Ivy League Connection
Safety Committee
Special Education Citizens Advisory Committee
Youth Commission

Public Employees Local 1
School Supervisors Association
United Teachers of Richmond
West Contra Costa Administrators Association

* **D.2 Expulsion Process**

Comment:

The Director of Adult and Alternative Educations will report on the process of expulsion and how it works in West Contra Costa Unified School District.

Recommendation:

Report Only

Fiscal Impact:

None

E. PUBLIC AND COMMITTEE COMMUNICATIONS

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

E.1 Request to Address the Board – Campaign Contribution Limits

Comment:

Mr. Jungherr, a resident of the West Contra Costa Unified School District, has requested an opportunity to address the Board of Education on the topic of campaign contribution limits related to ballot initiatives and trustee elections.

Mr. Jungherr has been notified that he will be allotted 10 minutes to make his presentation to the Board.

Recommendation:

For Information Only

Fiscal Impact:

None

* **E.2 Superintendent's Report**

* **E.3 WCCUSD Public Comment**

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

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

F. ACTION ITEMS

G. DISCUSSION ITEMS

*** G.1 Preventing School Closures in the City of Richmond**

Comment:

In 2008, the West Contra Costa Unified School District Board of Education was facing a certain return to bankruptcy without an aggressive financial recovery plan that included school closures, capping health benefits and phasing out lifetime benefits for future retirees. Like more than half the districts in the state, WCCUSD had experienced a sharp decline in student enrollment due to declining birth rate. With 5,000 fewer students than just five years earlier, the Board could no longer afford to operate all of the district's low enrollment schools.

At the December 2008 meeting, the Board approved a community involvement process to identify which schools would have to be closed. Over the next two months and with numerous opportunities for public input, a closure plan emerged. On February 9, 2009, the Board approved the closure of eight schools over a two year period. Four schools would be closed in June 2009, Castro, El Sobrante, Adams and Lake. The Board decided to close three others in June 2010, Olinda, Grant and Kennedy and in June 2011 to close Shannon as well. The City of San Pablo approved a resolution to provide funding to keep Lake School open for 2009-10 and 2010-11. The Richmond City Council agreed to provide \$1.5 million to keep Olinda, Grant and Kennedy open through the 2010-11 school year.

The Great Recession of 2009 devastated state funding for schools, causing the District to cut more than \$39 million from the budget. Employees were laid off; programs were reduced or eliminated and employee groups made concessions in workyear and benefits. To maintain some key programs, the Board used one-time federal and state funding to prevent much deeper reductions for 2010-11. But those funds go away in June 2010 and given the state's budget deficit there's no hope that the state will find funding to prevent cuts that will hurt children and curtail their futures.

Various community members including city council and board members have worked diligently over the past 18 months to find additional funding sources to keep open some or all of the remaining schools that are targeted for closure in June 2011. Other efforts to find independent funding are on-going. The City has expressed an interest in a continued support model that would provide funding to keep the schools open. It is possible that the City would be able to provide operating funds through a joint use agreement that could include Kennedy and other sites that may benefit the recreational program operated by the City such as the swim center at the Richmond Swim Center. In addition, there are preliminary conversations regarding the potential of a mutually beneficial property exchange and/or joint use agreement involving the parcel where the Martin Luther King Community Center is currently situated (adjacent to Nystrom).

Recommendation:

That the Board discuss ways that an enhanced partnership with the City of Richmond could identify funding that would allow Kennedy, Grant and Olinda to remain open.

Fiscal Impact:

Unknown at this time

* **G.2 Attendance Improvement**

Comment:

During the budget adoption process, the Board discussed ways to improve the financial picture for the District by improving student attendance. As a follow up, staff agreed to bring back for Board discussion a summary of practices of other districts similar to WCCUSD that have a higher rate of attendance. Although WCCUSD's attendance rate is significantly higher than Oakland or San Francisco, and although the attendance rate in WCCUSD has improved over the past four years, there are other districts that have higher rates of attendance. The staff report will include practices that those districts use that have helped them achieve higher rates of attendance.

Recommendation:

That the Board discuss the findings and provide direction for next steps in WCCUSD.

Fiscal Impact:

Unknown at this time

* **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 – September 1, 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

August 18, 2010

1. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

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

1. Srago v. WCCUSD
2. WCCUSD v. Orrick
3. Signature at Anchor Cove 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

- a. Administrative Appointments for 2010-2011 School Year

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

8. STUDENT DISCIPLINE (Education Code Section 35146)

- a. Expulsions

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

10. REPORT OF CLOSED SESSION ACTIONS

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

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education

Meeting Date: August 18, 2010

From: Ann Reinlagen,
Assistant Superintendent Human Resources

Agenda Item: A.6

Subject: Administrative Appointments for the 2010-2011 School Year

Background Information:

The following administrative appointments will be reported for the 2010-2011 school year:

Elementary Principal
K-12 Instructional Specialist

Recommendation: Recommend Approval

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

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

July 28, 2010

*Minutes of the Joint Meeting of the Board Of Education
And Citizens' Bond Oversight Committee*

A. OPENING PROCEDURES

A.1 Welcome and Meeting Procedures

Call to order – Chairperson Tim Banuelos called the meeting to order at 6:05 p.m. and welcomed the audience.

A.2 Roll Call

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

CBOC Members Present: Tim Banuelos, Paul Gilbert-Snyder, Alex Gomez, Don Gosney, Anton Jungherr, Marcus Mitchell, Yvette Ricco, Robert Studdiford, Cecilia Valdez

Staff Present: Waheed Balogun, Director of Facilities and Construction; André Bell, Senior Director Bond Finance; Bruce Harter, Superintendent; Debbie Haynie, Executive Secretary; Bill Savidge, District Engineering Officer

B. DISCUSSION ITEMS

B.1 Nystrom Project

Mr. Banuelos, as newly appointed Chairperson introduced himself as representative of the Pinole City Council with a background in architecture. He then spoke about the Nystrom multi-use project. The committee thought it would be beneficial for them to follow a project from beginning to completion to get a better idea of the process.

Discussion:

Mr. Ramsey asked about working with the second phase or only the first phase of the project. Chairperson Banuelos responded that they would begin talking about the first phase and said he would like to see this project following concept expanded to other projects.

Mr. Medrano asked whether the committee would consider following the demolition of Gompers and the old Helms site. Chairperson Banuelos also mentioned that the DeAnza project is still in early stages and this concept provides opportunity to give the committee a full overview in general terms to compliment the presentations by Mr. Savidge.

Mr. Jungherr said that as part of the focus of this project the committee has asked the performance auditor to take this on as part of the June 2010 performance audit.

Mr. Ramsey asked whether there would be a report back to the Board. Mr. Banuelos responded affirmatively with the goal to further enhance the CBOC's knowledge about what goes on during a project. Mr. Jungherr said this is an effort to strategize better oversight committee work for the upcoming year, to better understand change orders, speaking with architects and inspectors, focus with performance auditors and generally be more effective.

Mr. Gosney said that in the past the committee has been able to visit a site after completion, but this process will enable them to see things that might concern the public from start to finish and therefore take a closer look prior to completion.

Mr. Studdiford spoke about the Nystrom project providing opportunity to look a how public funds are being used for public schools and joint ventures, including the Maritime project, Proposition 39 bond language for charter schools on the same property as public schools, a child care center and joint venture for community use, as cohesive ways to serve the community. He said in his opinion this is the most important reason to look at a project from start to finish.

B.2 Qualified School Construction Bonds Update

Mr. Savidge introduced Dave Olson of KNN Public Finance who provided a recap of results of the recent \$31 million bond sale. He said the purpose was to discuss the sale in context of the Measure J general obligation bond program, economic benefit with qualified school construction bonds, and the future of the District's bond program.

Mr. Olson told the committee that the Measure J bond program has grown into a constrained bond program due to the decline in tax base substantiated by a target tax rate and available revenue strain. The District does not have

opportunity to issue more bonds, as it would like due to the economic climate. He reported that the good news is that construction costs are coming down in the slowing economic climate, borrowing rates are lower, and passage of Measure D will keep construction moving forward, avoiding exceeding tax rate limits. The District was also chosen from among 43 districts to participate in an \$800 million Qualified School Construction Bond Program, part of the federal stimulus program. Mr. Olson continued with a presentation to discuss the recent sale of the District's Series D Bonds and other developments related to the ongoing bond program.

Discussion:

Mr. Ramsey asked questions about capital appreciation. Mr. Olson responded.

Mr. Ramsey asked whether there was a certain window of time in order to get an extension and ratification. Mr. Olson responded that because of the federal stimulus bill, the government wanted bonds issues quickly. Mr. Jeff Baratta of Piper Jaffary & Company provided further information for clarity as well as information about the typical buyer of these bonds.

Mr. Studdiford asked whether investors understand the size and efficiency of the program's success. Mr. Baratta responded. Mr. Olson also responded with information about market forces and that investors try to negotiate for best terms at higher yield.

Mr. Ramsey spoke about selling points being part of a relationship with investors, and financial advisors strengths and ability to show the District's bonds in the best light.

Mr. Jungherr said he agreed that the idea is commendable and worth reviewing. Mr. Olson responded that market drives many decisions and the poor economic climate drove away many potential buyers causing the underwriter team to work to assess and address difficult issues.

Mr. Thurmond spoke about investors and what can the District do to be viewed in the most favorable terms. Mr. Olson responded with information about specific issues to West Contra Costa as well as California in the current economic climate. Mr. Baratta responded as well regarding the difficult economic times and the positive way the District has presented itself.

Mr. Olson summarized about opportunities to do business within a constrained bond program.

Mr. Banuelos asked how long it might be before investors forget the history of the District. Both Mr. Baratta and Mr. Olson responded.

Mr. Gilbert-Snyder asked about how a new parcel tax might impact the investment climate. Mr. Baratta responded.

B.3 Citizens' Bond Oversight Committee / Board Communication

Chairperson Banuelos spoke about how the committee communicates with the Board and clarity of that relationship. He spoke about the best way for each entity to do their jobs.

Discussion:

Mr. Jungherr read from Administrative Regulations 7214.2 on this topic, which governs the operation of the Citizens' Bond Oversight Committee and the primary task of the committee to provide advice to the school board. He continued to speak about regular recommendations to and responses from the Board.

Ms. Miles asked for examples of where there is a failure of communication and cited opportunity to regularly address the Board at each meeting. Mr. Jungherr responded that the annual report is the only required reporting regulation with the last request for report discussion denied. Further discussion continued with Superintendent Harter, Mr. Medrano, Mr. Studdiford, President Kronenberg, and Mr. Thurmond responding. Mr. Gosney spoke about several members of the committee speaking at Board meetings. It was suggested that written communication for any recommendations be submitted to the Superintendent for agendaing. Chairperson Banuelos recommended this be agendaed at a future CBOC meeting for formalizing a procedure.

Mr. Gosney spoke about performance auditors and recording recommendations and responses of the Board.

Ms. Valdez spoke about written submission of items and the timeline for review. Chairperson Banuelos recommended aligning with the Board's agenda deadlines.

Mr. Studdiford spoke about the committee being an advisory body and advised care in being a driver in any decision making of fund allocations.

B.4 Engineering Officer's Update

Mr. Bill Savidge provided a report on the construction program and progress on Martin Luther King Jr. Elementary School as illustration of the ups and downs of bond construction as well as the multitude of factors faced from design planning through construction and completion.

Discussion

Mr. Medrano asked for a listing of the schools under construction with the new Measure D bond program. Mr. Savidge responded that current projects include Helms, Ford, Dover, ground breaking at DeAnza High, 47 open

construction contracts with renovations at Kennedy High, Richmond High, and Crespi Jr. High. Measure D bond program projects will include the reconstruction of Pinole Valley High, Coronado, Stege, Valley View, Wilson, Richmond High, Pinole Middle and the El Cerrito High stadium.

Chairperson Banuelos commended the District for such an extensive renovation project. He continued with questions about DSA review and the five-year delivery plan. Mr. Savidge responded.

C. PUBLIC AND COMMITTEE COMMUNICATIONS

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

None

D. ADJOURNMENT

President Kronenberg adjourned the joint meeting of the Citizens' Bond Oversight Committee and the Board of Education at 7:35 p.m.

*Minutes of the WCCUSD Board Of Education
July 28, 2010*

B. OPENING PROCEDURES

President Madeline Kronenberg called the meeting to order at 4:30 PM. The Board recessed into Closed Session. President Kronenberg called the Public Session to order at 7:41 PM following the Citizen's Bond Oversight Committee meeting.

B.1 Pledge of Allegiance

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

B.2 Welcome and Meeting Procedures

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

B.3 Roll Call

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

Staff Present: Mike Aaronian, Coordinator, Linked Learning/Pathways Program, K-Adult Operations; Andre Bell, Senior Director Bond Finance; Steve Collins, SELPA Director; Cliff Dorton, Electronics Technician; Otilia Espinoza, Interpreter; 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; Antoinette Henry-Evans, Executive Director K-12; Linda Jackson, Executive Director K-12; Brenda King-Randle, Coordinator; Joe Mayes, Maintenance Manager; Nia Rashidchi, Assistant Superintendent Educational Services; Ann Reinham, Assistant Superintendent for Human Resources

B.4 Report/Ratification of Closed Session

Superintendent Harter asked the Board to ratify the vote taken in Closed Session to expel three (3) students and suspend those expulsions for placement in the West Contra Costa Unified School District.

MOTION: Mr. Medrano moved to ratify approval of the expulsion of three (3) students, suspending those expulsions for placement in the West Contra Costa Unified School District. Mr. Ramsey seconded. Mr. Medrano, Ms. Miles, Mr. Ramsey, and President Kronenberg voted yes, with Mr. Thurmond abstaining and no absences. Motion carried 4-0-1-0.

Superintendent Harter asked the Board to ratify the vote taken in Closed Session to appoint the following administrators for the 2010-2011 school year:

Susanna Lowery, Grant Elementary Principal
Jay Dowd, Downer Elementary Principal
Guthrie Fleishman, Assistant Principal, Hercules Middle High School
Kenneth Gardner, Principal/Alternative Education Administrator, Vista High Independent Study

MOTION: Mr. Medrano moved to ratify approval of the vote taken in Closed Session to appoint administrators for the 2010-2011 school year. Mr. Ramsey seconded. Mr. Medrano, Ms. Miles, Mr. Ramsey, and President Kronenberg voted yes, with Mr. Thurmond abstaining and no absences. Motion carried 4-0-1-0.

B.5 Agenda Review and Adoption

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

B.6 Board Minutes: July 7, 2010

MOTION: Mr. Ramsey moved approval of the minutes of July 7, 2010. Mr. Medrano seconded. Mr. Medrano, Ms. Miles, Mr. Ramsey, Mr. Thurmond and President Kronenberg voted yes, with no abstentions and no absences. Motion carried 5-0-0-0.

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 Resolution No. 15-1011 Local Agreement for Child Development Contract #CSPP-0055
- C.7 Acceptance of Contracts for Placement of Student Teachers
- C.8 Notices of Completion: Bid J068182 Richmond High School Security Camera Project, J068228 Portola Middle School Portable Building Demolition and Site Work, W068181 Various Site Play Yard Improvements, J068229 Portola Middle School Reconditioning of Existing Electrical Switchboard
- C.9 Certificated Personnel Changes
- C.10 Certificated Provisional Internship Permit (PIP) Request(s)
- C.11 2010 Consolidated Application for Funding Categorical Aid Programs, Part I
- C.12 Ratification and Approval of Engineering Services Contracts
- C.13 Ratification and Approval of Negotiated Change Orders
- C.14 Juan Crespi Jr. High Emergency Repair Program Roofing Repair Contract Award
- C.15 Kennedy High School Field Building and Field Lighting Project Rejection of Bids & Authorization for Staff to Rebid the Project
This item was pulled for discussion.
- C.16 Gompers Continuation High Campus Modularity Approval of Lease
- C.17 Richmond College Prep Charter Campus Modularity Award of Contract
- C.18 Modularity Award of Contract: Richmond College Prep Charter Campus and Valley View Elementary Replacement
- C.19 Portola Middle School Temporary Housing Rain/Shade Structure Award of Contract
- C.20 Approve Purchase of Maintenance Equipment for Helms and El Cerrito High Projects
- C.21 Approval of Program and Construction Management Services for Additional Projects and Staffing
- C.22 Inspector of Record Contracts for Bond Program Projects 2010-2011
- C.23 Measure D 2010 Bond Program Oversight
- C.24 Citizens' Bond Oversight committee (CBOC) appointments: Jason Gallia to represent Contra Costa Building Trades Council and Re-appointment of Marcus Mitchell representing Public Employees Union Local 1
- C.25 Williams Lawsuit Complaints Quarterly Report
- C.26 Resolution No. 17-1011: In Support of the California Jobs Budget

MOTION: Mr. Ramsey moved approval of the Consent Items C.1 – 14, C. 16 – C. 26. Ms. Miles seconded. Mr. Medrano, Ms. Miles, Mr. Ramsey, Mr. Thurmond and President Kronenberg voted yes, with no abstentions and no absences. Motion carried 5-0-0-0.

C.15 Kennedy High School Field Building and Field Lighting Project Rejection of Bids & Authorization for Staff to Rebid the Project

Public Comment:
Eduardo Martinez

Board Comment:
Mr. Ramsey spoke about the upgrade to the same types of lights found at other high schools.

MOTION: Mr. Ramsey moved approval of the Consent Items C.15 Kennedy High School Field Building and Field Lighting Project Rejection of Bids & Authorization for Staff to Rebid the Project. Ms. Miles seconded. Mr. Medrano, Ms. Miles, Mr. Ramsey, Mr. Thurmond and President Kronenberg voted yes, with no abstentions and no absences. Motion carried 5-0-0-0.

D. AWARDS, RECOGNITIONS, AND REPORTS

D.1 Standing Reports

Public Employees Union Local One. Michael Wasilchin spoke about working on a parcel tax campaign, comprehensive safety plan or difficult conversations about fiscal difficulties being endured. He asked the District to be sensitive to difficult decisions made and contributions by Local One members while doing their part to see that the District runs successful. He said he would like to maintain mutual respect, dignity and courtesy when dealing with members.

United Teachers of Richmond. President Diane Brown spoke about their leadership and beliefs in student success and achievement as a first priority, and that mutual communication and transparency are crucial in developing positive relationships. One particular goal of UTR is to create a district and union collaborative partnership through an evidenced based set of measures to increase student achievement performance. She recommended a book by Diane Ravitch, former Assistant Secretary for Education, *The Death and Life of the Great American School System*.

Facilities Subcommittee. Mr. Medrano reported on the July 26 meeting where a recommendation was made to bring the updated project budgets for Leadership Public Schools (LPS) and the Gompers sites to the Board. He continued to say that discussion items included status update on bond sales, program budget updates, state funding for district projects and more. The next meeting is scheduled for August 24. Mr. Ramsey commented that the LPS/Gompers complex site very exciting, and will include social services like those offered at the comprehensive high schools, as well as a new gym facility for shared use.

Ivy League Connection. Mr. Ramsey reported on recent trips with Brown University Session 2 students and Yale students. He hopes to have some of the returning students report to the Board at a future meeting. He spoke about meetings with admissions officers and the creation of mentorships. President Kronenberg added that students are required to write reflection blogs which are available for public viewing through the link provided on the District web page. She said that parents have also written their reflections about the growth seen in their students.

Youth Commission. Mr. Thurmond announced the upcoming August 9 meeting at the RYSE Center. He said the primary focus will be recruitment, plans to go to orientations, and developing a brochure to distribute to district high school students. The Commission will also see a presentation on the proposed parcel tax to determine what role they may wish to play in that effort.

Community Budget Advisory Committee. Ms. Gamba announced that August 12 is the date of the next meeting at Alvarado, where training for new members will take place. Review of the state budget, district forms and the potential parcel tax will be discussed.

D.2 In Memory of Members of the School Community

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

Ms. Miles recalled Ms. Dyes as a personal mentor in her early teaching years with fond memories.

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 summer schools.

E.2 WCCUSD Public Comment

Public Comment:

Michael Wasilchin, Marcus Mitchell

F. ACTION ITEMS

F.1 Authorize a Parcel Tax Election Resolution No. 16-1011

Superintendent Harter spoke of the unprecedented financial crisis in California and its devastating impact on the District. He continued to say that any kind of revenue enhancement for success of children in schools is up to the local community and voters. In June the Board authorized a random sample survey of voters with a preliminary report provided in July. Mr. Bryan Godbe was available to provide an updated report. Superintendent Harter also spoke about the resolution to support a parcel tax on the primary gubernatorial election ballot for voter approval in order to continue to deliver primary services to students.

Mr. Godbe spoke about the overview and research objectives of the survey, methodology for likely November voters, support for different tax rates, and his recommendation of a five-cent tax rate level due to a low propensity of voters.

Public Comment:

Charles Cowens, Laura Ramos, Michael Wasilchin, Paul Gilbert-Snyder, Jason Freeman, Genoveva Calloway, Sarah Butler, Louise Waters

Board Comment:

Mr. Medrano spoke about CSBA, State PTA and other entities that have filed suit against the State to fulfill its constitutional obligation to provide the fundamental right of every child to receive an education. He continued to speak in support of the parcel tax measure.

Ms. Miles said that over the last few weeks, she has seen evidence of support from the community and as well as support for the higher tax rate amount. She urged the Board to consider what the community supports and the work required to get clear information out to voters.

Mr. Thurmond said he had no doubt the measure is necessary in order to locally support school programs. He said that the Board has heard from some parts of the community about their support, but urges a reconciling with data from other parts of the district. He expressed concern about converting "likely no" voters to "yes" voters and the hard work involved. He asked Mr. Godbe whether the data supports conversion of negative voters. Mr. Godbe responded affirmatively with partisan messaging and communicating differently to various identified groups. Mr. Thurmond asked staff about recommendations for priorities of using the funds. Superintendent Harter responded about pulling a committee together who had worked on past measures for discussion, including employee groups, administrators associations, PTA's, and business and political committees, to work on language. Next steps will be determining levels of funding, generation and distribution of those funds. Once the language is approved and the tax rate is set, another community conversation will be held regarding general allocations. Superintendent Harter spoke about the timeline with approval of the resolution and setting the tax rate before the Elections Office August 6 deadline. Mr. Ramsey thanked Mr. Thurmond for looking beneath the numbers for more detail. He spoke about the existing parcel tax and MRAD property tax measures currently being paid by local taxpayers. He continued to speak about voter turnout. Mr. Godbe provided information for clarity. Mr. Ramsey said he supported a 7.2 cents tax rate measure.

President Kronenberg asked questions about the margin of error. Mr. Godbe spoke about the plus or minus margin of four percent error and the level of risk tolerance. President Kronenberg continued to talk about the voter who has a strong negative opinion, and her opinion of the risk of loss.

Mr. Godbe clarified and spoke about pricing of a psychological ceiling but that both tax rates are within the same margin of error.

Mr. Thurmond said he respected every person who spoke and saw this as a chance for gap funding with either tax rate determined. He expressed concern at the volume of the work to minimize the risk for loss and maximize the chance to win at five cents.

MOTION: Mr. Thurmond moved approval of Resolution No. 16-1011 with a five cents tax rate. The motion died for a lack of a second.

Mr. Ramsey continued to argue that with either tax level the margin of error is the same.

Ms. Miles says she saw the difference as the amount of funds to be provided and what programs each level will support, with more programs supported at the higher level, requiring the same amount of work by committee members. Ms. Gamba said that the higher tax rate could potentially maintain lower class sizes in K-3, one of the Board's goals. Mr. Godbe spoke about the psychology of pricing and conservative voter turn out issues. Discussion continued.

MOTION: Mr. Ramsey moved approval of Resolution 16-1011 with a 7.2 cents tax rate. Mr. Medrano seconded. Mr. Medrano, Ms. Miles, Mr. Ramsey, Mr. Thurmond and President Kronenberg voted yes, with no abstentions and no absences. Motion carried 5-0-0-0.

F.2 Refund 2002 Measure "D" Bonds by using the proceeds from Measure "J" Series "D" Bond

Superintendent Harter introduced Dave Olson of KNN Public Finance, who presented information about the recommendation that the District use Measure J bond proceeds to repay some 2002 Measure D debt in order to keep the tax rate at the \$60 rate as a less costly alternative and leaving flexibility to address similar issues in the future. He spoke about assessed values being down with a 20 percent decline over the last three years. The recommendation being made to the Board is to use Measure J bond proceeds to pay down Measure D bonds in order to reduce the obligation and obtain the desired tax rate.

Public Comment:

None

Board Comment:

None

MOTION: Mr. Ramsey moved approval of the Refund of 2002 Measure "D" Bonds by using the proceeds from Measure "J" Series "D" Bond. Mr. Medrano seconded. Mr. Medrano, Ms. Miles, Mr. Ramsey, Mr. Thurmond and President Kronenberg voted yes, with no abstentions and no absences. Motion carried 5-0-0-0.

G. DISCUSSION ITEMS

None

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

None

I. COMMENTS OF THE BOARD OF EDUCATION AND SUPERINTENDENT

Mr. Ramsey said he looked forward to working on the upcoming parcel tax campaign, and thanked the Board for engaging in good dialogue. He concluded by saying that he appreciated the unanimous vote of support.

Ms. Miles commended the Board for doing what is necessary to keep the District solvent.

Mr. Thurmond thanked the community stakeholders and asked for staff to provide information about vacant school properties.

Mr. Medrano asked Mr. Greer for a report about the community meeting and discussion of the use of the El Sobrante school site. He encouraged high schools to advertise their academies for parents to learn more about them.

President Kronenberg thanked the Board for its vote to support the parcel tax and that they will work together as a team to pass this tax measure.

J. THE NEXT SCHEDULED BOARD OF EDUCATION MEETING

Lovonya DeJean Middle School – August 18, 2010

K. ADJOURNMENT

President Kronenberg adjourned the meeting at 10:06 PM.

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

BH:dh

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: August 18, 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 August 18, 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
Credentialing Program Commission on Teacher Credentialing	\$60,749	Commission on Teacher Credentialing	To help support the Teacher Credentialing Program.
Resource # GF	7/1/10 - 6/30/11		Grant # 314
Alternative Certifica- tion - Intern Program	\$130,162	Commission on Teacher Credentialing	To help support the Intern Program.
Resource # GF	7/1/10 - 6/30/11		Grant # 981
Early Head Start Prog. Preschool	\$213,898	Contra Costa County Employment & Human Services	To Support extended day preschool programs
Resource # 9609	7/1/10 - 6/30/11		Agreement # 38-930-2
Target - Literacy & Libraries	\$50,000	Target	To assist Ford, Wilson, Stege, Highland and King, \$10,000/site
Resource 9640	7/1/10 - 6/30/11		

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:** August 18, 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 August 18, 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 _____

West Contra Costa Unified School District
August 18, 2010 Board Meeting

<u>Donor Name</u>	<u>Description or Purpose</u>	<u>Estimated Value</u>	<u>Receiving School or Department</u>
Ohiopyle Prints Inc	Supplies	\$ 3.92	De Anza High School
Ohiopyle Prints Inc	Supplies	\$ 2.94	Kennedy High School
Ohiopyle Prints Inc	Supplies	\$19.94	Richmond High School
City of San Pablo	Materials	\$500.00	WCCUSD Community Engagement

*Estimated values for the 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: August 18, 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 2010-11 school year are summarized on the attached sheet dated August 18, 2010.

Recommendation: Recommend Approval

Fiscal Impact: Additional revenue for schools

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

West Contra Costa Unified School District
August 18, 2010 Board Meeting

APPROVAL OF FUND-RAISERS

<u>School</u>	<u>Fund-Raising Activity</u>	<u>Activity Sponsor</u>
Lavonya DeJean Middle School	Dinner/Entertainment Banquet for after School Program	WCCUSD Kid's First After School Program

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: August 18, 2010

From: Sheri Gamba
Associate Superintendent Business Services

Agenda Item: CI C.4

Subject: Acceptance of Contracts for Placement of Student Teachers

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

Staff requests approval from the Board of Education to accept Contracts for Placement of Student Teachers as detailed on the attached sheet dated August 18, 2010.

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
August 18, 2010

ACCEPTANCE OF CONTRACTS FOR PLACEMENT OF STUDENT TEACHERS

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

Loyola Marymount University Intern Partnership

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:** August 18, 2010
From: Sheri Gamba **Agenda Item:** CI C.5
Associate Superintendent Business Services
Subject: Summary of Payroll and Vendor Warrant Reports

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

Total of payroll warrants: \$ 3,953,216
Total of vendor warrants: \$26,097,347

Recommendation: Approval of the payroll and vendor warrant reports

Fiscal Impact: As noted above

DISPOSITION BY BOARD OF EDUCATION

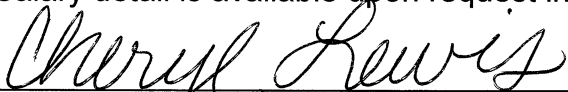
Motion by: _____ Seconded by: _____
Approved _____ Not Approved _____ Tabled _____

West Contra Costa Unified School District

Month of : July 2010

Payrolls	Warrant From	Numbers To	Total Warrants Current	Total Warrants Previous	Total Warrants To Date
Regular	603920	604069	337,241	20,563,896	20,901,137
Variable	602272	603757	1,142,530	10,060,204	11,202,735
Special	603758	603919	104,977	1,022,214	1,127,190
Reg. EFT	271437	273128	1,449,470	57,531,475	58,980,944
Var. EFT	273129	273442	922,608	8,585,369	9,507,978
Special EFT				3,619,780	3,619,780
Typed	297089	297099	12,759	166,013	178,772
BENEFITS	577523	577791	0	130,698	130,698
Cancelled	Various	Various	(16,369)	(160,389)	(176,758)
Totals			3,953,216	101,519,260	105,472,476

Salary detail is available upon request in the Payroll office.


 Cheryl Lewis, Payroll Supervisor

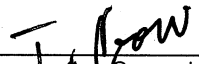
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
WEEKLY VENDOR WARRANT REPORT
2010-2011

PAYMENT
DATE: July 8, 2010

PAGE-1

FUND#	FUND DESCRIPTION	WARRANT FROM	NUMBERS TO	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL	428022	428046	3,542,029		3,542,029
7706	CAFETERIA					0
7707	CHILD DEVELOPMENT					0
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY					0
7710	BUILDING					0
7711	CAPITAL FACILITIES					0
7712	SELF INSURANCE PROPERTY & LIABILITY					0
7713	STATE SCHOOL LEASE/PURCHASE					0
7714	COUNTY SCHOOL FACILITIES					0
7715	SPECIAL RESERVE FOR NON-CAPITAL OUTLAY					0
7719	CHARTER SCHOOL					0
7725	MRAD					0
7728	DEBT SERVICE					0
7744	RETIREE BENEFITS	428023	428047	6,201		6,201
7770	ADULT EDUCATION					0
7785	DEFERRED MAINTENANCE					0
7701	PAYROLL REVOLVING					0
	TOTALS			3,548,230		3,548,230


Prepared By


Accounting Supervisor

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
WEEKLY VENDOR WARRANT REPORT
2010-2011

PAYMENT
DATE: July 14, 2010

PAGE-2

FUND#	FUND DESCRIPTION	WARRANT FROM	NUMBERS TO	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL	428311	428323	78,048	3,542,029	3,620,077
7706	CAFETERIA				0	0
7707	CHILD DEVELOPMENT				0	0
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY				0	0
7710	BUILDING				0	0
7711	CAPITAL FACILITIES				0	0
7712	SELF INSURANCE PROPERTY & LIABILITY				0	0
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				6,201	6,201
7770	ADULT EDUCATION				0	0
7785	DEFERRED MAINTENANCE				0	0
7701	PAYROLL REVOLVING				0	0
	TOTALS			78,048	3,548,230	3,626,278

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
WEEKLY VENDOR WARRANT REPORT
2010-2011

PAGE-3

PAYMENT

DATE: July 21, 2010

FUND#	FUND DESCRIPTION	WARRANT FROM	NUMBERS TO	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL	428555	428564	31,086	3,620,077	3,651,163
7706	CAFETERIA				0	0
7707	CHILD DEVELOPMENT				0	0
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY	428554	428554	263,815	0	263,815
7710	BUILDING				0	0
7711	CAPITAL FACILITIES				0	0
7712	SELF INSURANCE PROPERTY & LIABILITY	428561	428561	1,275,721	0	1,275,721
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				6,201	6,201
7770	ADULT EDUCATION	428563	428563	75	0	75
7785	DEFERRED MAINTENANCE				0	0
7701	PAYROLL REVOLVING				0	0
	TOTALS			1,570,697	3,626,278	5,196,975

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
WEEKLY VENDOR WARRANT REPORT
2010-2011

PAYMENT
DATE: July 28, 2010

PAGE-4

FUND#	FUND DESCRIPTION	WARRANT FROM	NUMBERS TO	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL	428766	428794	117,601	3,651,163	3,768,764
7706	CAFETERIA				0	0
7707	CHILD DEVELOPMENT	428784	428784	10,231	0	10,231
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY	428765	428765	194,549	263,815	458,364
7710	BUILDING	428783	428793	4,753	0	4,753
7711	CAPITAL FACILITIES				0	0
7712	SELF INSURANCE PROPERTY & LIABILITY				1,275,721	1,275,721
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				6,201	6,201
7770	ADULT EDUCATION				75	75
7785	DEFERRED MAINTENANCE				0	0
7701	PAYROLL REVOLVING				0	0
	TOTALS			327,134	5,196,975	5,524,109

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
WEEKLY VENDOR WARRANT REPORT
2010-2011

PAYMENT

DATE: July 9, 2010

PAGE-5

FUND#	FUND DESCRIPTION	WARRANT FROM	NUMBERS TO	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL				3,768,764	3,768,764
7706	CAFETERIA				0	0
7707	CHILD DEVELOPMENT				10,231	10,231
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY				458,364	458,364
7710	BUILDING				4,753	4,753
7711	CAPITAL FACILITIES				0	0
7712	SELF INSURANCE PROPERTY & LIABILITY				1,275,721	1,275,721
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				6,201	6,201
7770	ADULT EDUCATION				75	75
7785	DEFERRED MAINTENANCE				0	0
7701	PAYROLL REVOLVING	428048	428072	1,205,426	0	1,205,426
	TOTALS			1,205,426	5,524,109	6,729,535

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
WEEKLY VENDOR WARRANT REPORT
2010-2011

PAYMENT
DATE: July 30, 2010

PAGE-6

FUND#	FUND DESCRIPTION	WARRANT FROM	NUMBERS TO	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL				3,768,764	3,768,764
7706	CAFETERIA				0	0
7707	CHILD DEVELOPMENT				10,231	10,231
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY				458,364	458,364
7710	BUILDING				4,753	4,753
7711	CAPITAL FACILITIES				0	0
7712	SELF INSURANCE PROPERTY & LIABILITY				1,275,721	1,275,721
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				6,201	6,201
7770	ADULT EDUCATION				75	75
7785	DEFERRED MAINTENANCE				0	0
7701	PAYROLL REVOLVING	428795	428825	865,985	1,205,426	2,071,411
	TOTALS			865,985	6,729,535	7,595,520

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

PAYMENT
DATE: July 8, 2010

PAGE-1

FUND#	FUND DESCRIPTION	WARRANT FROM	NUMBERS TO	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL	427600	428021	2,276,852	94,791,925	97,068,777
7706	CAFETERIA	427633	428015	91,433	5,000,333	5,091,766
7707	CHILD DEVELOPMENT	427718	427939	7,646	278,258	285,904
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY	427681	427908	43,210	5,313,029	5,356,239
7710	BUILDING	427602	428014	1,342,215	60,054,035	61,396,250
7711	CAPITAL FACILITIES	427705	427705	8,364	567,627	575,991
7712	SELF INSURANCE PROPERTY & LIABILITY	427929	427998	1,277	3,759,015	3,760,292
7713	STATE SCHOOL LEASE/PURCHASE					0
7714	COUNTY SCHOOL FACILITIES					0
7715	SPECIAL RESERVE FOR NON-CAPITAL OUTLAY					0
7719	CHARTER SCHOOL					0
7725	MRAD					0
7728	DEBT SERVICE					0
7744	RETIREE BENEFITS				291,321	291,321
7770	ADULT EDUCATION	427672	427998	5,976	292,432	298,408
7785	DEFERRED MAINTENANCE				970,006	970,006
7701	PAYROLL REVOLVING				61,664,107	61,664,107
	TOTALS			3,776,973	232,982,088	236,759,061

Christine G. Jones
Prepared By *J. Crow*

J. Crow
Accounting Supervisor

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

PAYMENT
DATE: July 14, 2010

PAGE-2

FUND#	FUND DESCRIPTION	WARRANT FROM	NUMBERS TO	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL	428075	428310	1,705,489	97,068,777	98,774,266
7706	CAFETERIA	428084	428218	9,627	5,091,766	5,101,393
7707	CHILD DEVELOPMENT				285,904	285,904
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY	428215	428215	9,375	5,356,239	5,365,614
7710	BUILDING	428074	428305	2,567,045	61,396,250	63,963,295
7711	CAPITAL FACILITIES	428193	428259	69,828	575,991	645,819
7712	SELF INSURANCE PROPERTY & LIABILITY	428097	428255	437,896	3,760,292	4,198,188
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				291,321	291,321
7770	ADULT EDUCATION	428094	428285	2,265	298,408	300,673
7785	DEFERRED MAINTENANCE	428232	428232	9,325	970,006	979,331
7701	PAYROLL REVOLVING				61,664,107	61,664,107
	TOTALS			4,810,850	236,759,061	241,569,911

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

PAYMENT
DATE: July 21, 2010

PAGE-3

FUND#	FUND DESCRIPTION	WARRANT FROM	NUMBERS TO	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL	428325	428548	1,454,070	98,774,266	100,228,336
7706	CAFETERIA	428354	428542	52,190	5,101,393	5,153,583
7707	CHILD DEVELOPMENT	428344	428538	10,084	285,904	295,988
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY	428332	428498	36,678	5,365,614	5,402,292
7710	BUILDING	428342	428552	629,818	63,963,295	64,593,113
7711	CAPITAL FACILITIES	428383	428383	4,589	645,819	650,408
7712	SELF INSURANCE PROPERTY & LIABILITY	428436	428553	178,475	4,198,188	4,376,663
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				291,321	291,321
7770	ADULT EDUCATION	428500	428500	176	300,673	300,849
7785	DEFERRED MAINTENANCE	428437	428437	16,224	979,331	995,555
7701	PAYROLL REVOLVING				61,664,107	61,664,107
	TOTALS			2,382,304	241,569,911	243,952,215

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

PAYMENT
DATE: July 28, 2010

PAGE-4

FUND#	FUND DESCRIPTION	WARRANT FROM	NUMBERS TO	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL	428565	428764	1,071,361	100,228,336	101,299,697
7706	CAFETERIA	428739	428739	432	5,153,583	5,154,015
7707	CHILD DEVELOPMENT	428678	428678	500	295,988	296,488
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY	428571	428756	1,351,694	5,402,292	6,753,986
7710	BUILDING	428570	428760	5,003,641	64,593,113	69,596,754
7711	CAPITAL FACILITIES	428595	428758	94,010	650,408	744,418
7712	SELF INSURANCE PROPERTY & LIABILITY	428694	428718	1,963	4,376,663	4,378,626
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				291,321	291,321
7770	ADULT EDUCATION	428629	428749	8,099	300,849	308,948
7785	DEFERRED MAINTENANCE				995,555	995,555
7701	PAYROLL REVOLVING				61,664,107	61,664,107
	TOTALS			7,531,700	243,952,215	251,483,915

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

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education

Date: August 18, 2010

From: Sheri Gamba
Associate Superintendent Business Services

Agenda Item: CI C.6

Subject: Notification of Claim Rejected

Background Information: The District has received a claim requesting compensation for personal injury. The District's risk management firm has investigated the claim and is requesting the School Board to ratify the authorized claim rejection.

Recommendation: Ratify the rejection of claim

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

West Contra Costa Unified School District
August 18, 2010

2010-2011 CLAIM REJECTED

<u>School or Department</u>	<u>Date of Occurrence</u>	<u>Claimant</u>	<u>Type of Loss</u>	<u>Disposition of Settlement</u>
Gompers High School	5/19/10	District Employee	Personal Injury	Rejected

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:** August 18, 2010
From: Ann Reinlagen, **Agenda Item:** CI C.7
Assistant Superintendent Human Resources
Subject: Routine Personnel Changes - Certificated

Background Information:

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

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
August 18, 2010
FOR INFORMATION ONLY

CERTIFICATED BOARD CHANGES

TERMINATED/RETIRED

<u>FIRST NAME</u>	<u>LAST NAME</u>	<u>SITE</u>	<u>POSITION</u>	<u>STATUS</u>	<u>TERM DATE</u>
SHERRY	ALBRINK	RICHMOND HIGH	BIO TECH./PSYCH. SEI	RESIGN	6/11/2010
MIREILLE	CADOUX	HERCULES M/H	ELD SEI	RETIRE	6/11/2010
NATHAN	GOOD	PINOLE VALLEY	ENGLISH SEI	RESIGN	6/11/2010
JULIA	FERNANDEZ	KENNEDY HIGH	MATH SEI	RESIGN	6/11/2010
RALPH	KNIGHT	GOMPERS	ALGEBRA 1, BIOLOGY, CAHSEE MATH SEI	RETIRE	6/11/2010
RODERICK	LEE	EL CERRITO HIGH	PE SEI	RETIRE	6/11/2010
MARY KATHLEEN	LEONARD	HANNA RANCH	5th SEI	RETIRE	6/11/2010
RUBY	MACDONALD	PINOLE VALLEY	BIOLOGY SEI	RESIGN	6/11/2010
LINDA	MCANINCH	CAMERON	PRESCHOOL SDC	RETIRE	6/11/2010
ELIZABETH	MCNAMARA	DE ANZA HIGH	ENGLISH SEI	RESIGN	7/6/2010
ANGELICIA	PEREZ	DOVER	2nd SEI	RESIGN	6/11/2010
VERONICA	RIDEAUX	FAIRMONT	K - P.M. SEI	RETIRE	6/11/2010
GRACIELA	ROSSI	TARA HILLS	RSP SEI	RETIRE	6/11/2010
DIRDRE	SIMS	PORTOLA	ENGLISH SEI	RESIGN	6/11/2010
JOAN	SMITH	HELMS	MATH SEI	RETIRE	6/11/2010
ERNEST	YAP	RICHMOND HIGH	SCIENCE SEI	RETIRE	6/11/2010

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: August 18, 2010

From: Ann Reinlagen,
Assistant Superintendent Human Resources

Agenda Item: CI C.8

Subject: Routine Personnel Changes – Classified

Background Information:

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

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

June 1, 2010 through July 31, 2010

FOR INFORMATION ONLYClassified Personnel
Changes

TERMINATIONS			
AASETH, ELSIE	SCHOOL SECRETARY	RETIREMENT	6/28/2010
ALGOOD, LUCIA	SPECIAL ED ASSISTANT	RETIREMENT	6/10/2010
ANDERSON, THOMAS	BEHAVIORIAL TECHNICIAN	RETIREMENT	6/10/2010
BARTHOLOMEW, JOAN	INST AST SP ED	RETIREMENT	6/10/2010
BRYANT, JOHN	CUSTODIAN	RETIREMENT	6/9/2010
CANAMORE, STEVEN	CUSTODIAN	RETIREMENT	6/29/2010
CANNADY, DONNA	SCH SECRETARY I	RETIREMENT	6/29/2010
CARTER, PAMELA	CUSTODIAN	RETIREMENT	6/24/2010
CHAVEZ, MARIA	LIBRARY MEDIA SPECIALIST	RETIREMENT	6/17/2010
CHEN, MARIA	INST AIDE BIL	RETIREMENT	6/11/2010
CLINCY, BARBARA	INST. ASST. SPECIAL ED	RETIREMENT	6/10/2010
COLEMAN, LA VETTA	ELEM YARD SUPV	RESIGNATION	6/3/2010
CORCORAN, GERALDINE	SLW I	RESIGNATION	7/9/2010
DALE, KAREN	STAFF SECRETARY	RETIREMENT	6/29/2010
DE JESUS, LUZVIMINDA	INST. ASST. SPECIAL ED	RESIGNATION	6/10/2010
DELGADO, MARIA	ASST. TRUANCY PREVENTION	RETIREMENT	6/10/2010
DOUGLAS, RAPHAEL	HEAD CUST ELEM	RETIREMENT	6/28/2010
DRISKELL, KATHLEEN	ATTENDANCE CLK	RETIREMENT	6/29/2010
DUNHAM, JUDY	STAFF SECRETARY	RETIREMENT	6/25/2010
ENRIQUEZ, MAGDALENA	RET CLSF W/HLTH	RETIREMENT	6/11/2010
FUTCH, LINETTE	INST AST SP ED	RETIREMENT	6/10/2010
GARZA, LUCILA	INFO/LIT ASST	RETIREMENT	6/29/2010
GLASSON, MARY	ATTENDANCE CLK	RETIREMENT	6/29/2010
GURULE, LINDA	SPECIAL ED ASSISTANT	RETIREMENT	6/10/2010
HAFFNER, RICHARD	GENERAL MECHANIC	RETIREMENT	6/24/2010
HARRIS, JEANETTE	INST. ASST. SPECIAL ED	RETIREMENT	6/10/2010
HEADINGTON, DORIS	OFFICE MANAGER, SENIOR HIGH	RETIREMENT	6/29/2010
HELBERG, LAVERNE	FOOD SVC AIDE	RESIGNATION	6/10/2010
HONEY, CAROL	STAFF SECRETARY	RETIREMENT	6/28/2010
HOOD, CATHERINE	ACCOUNTANT II	RETIREMENT	6/29/2010
HUNT, ANNABELLA	TYP CLK I BIL	RETIREMENT	6/14/2010
JENSEN MENDOZA	SEC SCH CASHIER	RETIREMENT	6/29/2010
JOHNSON, GLEN	SAFETY DISTRICT OFFICER	RETIREMENT	6/29/2010
JOHNSON, KITTY	TYPIST CLERK II	RETIREMENT	6/29/2010
JONES, PATSY	FOOD SVC AIDE	RETIREMENT	6/10/2010
KANE, CHERYL	INFO/LIT ASST	RETIREMENT	6/29/2010
MALDONADO, MIRIAM	RET CLSF W/HLTH	RETIREMENT	6/10/2010
MARISCAL, IRENE	STAFF SECRETARY	RETIREMENT	6/29/2010
MCDONALD, MCARTHUR	CUSTODIAN	RETIREMENT	6/29/2010

FOR INFORMATION ONLY**Classified Personnel Changes**

MENDEZ, MARIA	INST. ASST. SPECIAL ED	RETIREMENT	6/10/2010
MONSON, THERESA	INST AST SP ED	RESIGNATION	6/10/2010
MORRISON, JACKIE	TYPIST CLERK II	RETIREMENT	6/25/2010
NARVAEZ, SALLY	OFF MGR MID/JR	RETIREMENT	6/11/2010
NEWTON, LARRY	CUST SUPV SR HI	RETIREMENT	6/29/2010
OEY, DEVI	ACCOUNTANT TECH	RETIREMENT	6/29/2010
ROSEN, PHYLLIS	LEGAL SECRETARY	RETIREMENT	6/29/2010
SCHERICH, JOANN	OFF MGR MID/JR	RETIREMENT	6/29/2010
SCOTTO-HENNECKE. LORRAINE	TYPIST CLERK III	RETIREMENT	6/29/2010
STANIS, MICHAEL	SUB INST AIDE	RETIREMENT	6/8/2010
STITH, SHIRLEY	FOOD SVC AIDE	RETIREMENT	6/10/2010
TAYLOR, FELICIA	PAYROLL TECHNICIAN	RETIREMENT	6/29/2010
TIPP, REBECCA	PAYROLL TECHNICIAN	RETIREMENT	6/29/2010
VALDEHUEZA, MILLIE	SPECIAL ED ASSISTANT	RETIREMENT	6/10/2010
VIDO, DINORAH	TYP CLK I BIL	RETIREMENT	6/28/2010
YOUNG, JAMES	WHSE WRKR II	RETIREMENT	6/27/2010
ZYGADLO, CATHERINE	INST ASST SP. ED.	RETIREMENT	6/10/2010

NEW EMPLOYEES

ADVINCULA, NOEL V	SCH COMMUNITY OUTREACH SPECLST	LAKE	6/7/2010
AGUILAR, SANTINO P	TYPIST CLERK II	RICHMOND HIGH	6/11/2010
BOISSEVAIN, ALLISON S	OCCUPATIONAL THERAPIST	CAMERON	6/16/2010
CHEW, PRISCILLA	SECONDARY SITE SUPERVISOR	RICHMOND HIGH	6/1/2010
CLOSE, JAMIE MICHELLE	OCCUPATIONAL THERAPIST	CAMERON	6/16/2010
COOPER, GARY GLENN	CUSTODIAL SUPV JR HIGH SCHOOL	HELMS MIDDLE	6/14/2010
CORACERO, SUSANA	STUDENT SUPPORT SERVICES SUPV	COMMUNICATIONS	6/23/2010
FONG, KATHRYN H C	ACCOUNTING TECHNICIAN	ACCOUNTING	6/21/2010
GOMEZ, VERONICA	GRADUATE TUTOR	STEWART	6/4/2010
JIMENEZ, ROSAMAR G	SCHOOL SECRETARY I	HARDING	6/22/2010
MEJIA, DEYANIRA	TYPIST CLERK I BILINGUAL	RICHMOND HIGH	6/11/2010
MENDOZA, XIOMARA M	REGISTRAR	RICHMOND HIGH	6/2/2010
MORENO, GERARDO	SENIOR ADMIN SECRETARY	ASSIST SUPT	7/26/2010
SAECHAO, LISA	INFORMATION LITERACY ASSISTANT	DEJEAN MIDDLE	6/22/2010
SAECHAO, MUANG	AFTER SCHOOL PROGRAM MANAGER	BRIGHT FUTURES	7/1/10
TORRES-WILKINS, LEZLI	OFFICE MANAGER SENIOR HIGH	EL CERRITO HIGH	6/21/2010

FOR INFORMATION ONLY

Classified Personnel

Changes

PROMOTIONS			
AVALOS, LUZ BEATRIZ	TYPIST CLERK III BILINGUAL	TRANSFER OFFICE	6/1/2010
BRANCH, DEMI	PRESCHOOL COMMUNITY WORKER	STATE PRESCHOOL	6/11/2010
COLLIER, JIMMIE JEROME	HEAD CUSTODIAN ELEMENTARY	MURPHY	6/7/2010
GOMEZ, SANDRA Y	PAYROLL TECHNICIAN	PAYROLL	6/10/2010
JERNIGAN, GLENN V	PAINTER TRAINEE	MAINTENANCE	6/21/2010
LEMMONSHIH, YVONNE VICTORIA	SCHOOL FACILITIES PLANNING SPC	FACILITIES/PLANNING	6/7/2010
MARTIN, MARIA L	TYPIST CLERK II	STEWART	6/16/2010
MORALES, MONICA VILLAGOMEZ	PAYROLL TECHNICIAN	PAYROLL	6/10/2010
SANCHEZ, MARIA EUGENIA	HEAD CUSTODIAN ELEMENTARY	CAESAR CHAVEZ	6/21/2010
TORRES, ELSA F	OFFICE MANAGER SENIOR HIGH	RICHMOND HIGH	6/22/2010
WILLIAMS, MAURICE LAMOR	HEAD CUSTODIAN ELEMENTARY	FAIRMONT	6/7/2010

RETURN FROM LEAVE			
PEREZ, NANCY	SENIOR ACCOUNT CLERK	ACCOUNTING	6/30/2010

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:** August 18, 2010
From: Ann Reinlagen, **Agenda Item:** CI C.9
Assistant Superintendent Human Resources
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 _____

August 18, 2010

Action Taken

PIP

Compadre, Amanda
Lawrance, Ian
Rivera, Mirel
Terpkosh, Neil
Weber, Daniel

SITE

Richmond High School
Richmond High School
DeAnza High School
Helms Middle School
Pinole Valley High School

ASSIGNMENT

Chemistry
Chemistry/Physics
Math
Math
Math

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:** August 18, 2010
From: Bill Fay **Agenda Item:** CI C.10
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: **\$328,615.25**. 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
Lupine Hills Elementary Park Ramp/Stairs MRAD/City of Hercules	August 2010 thru October 2010	Kevin Donohue, Structural Engineer	\$5,000	Structural engineering services.
El Cerrito High School Sports Fields Measure J Bond	August 2010 thru September 2010	WLC Architects	\$51,805	Revisions to approved plans to develop alternate for artificial turf.
Kennedy High Field Lights Measure J Bond	August 2010 thru September 2010	Powell & Partners Architects	\$18,260	Architectural & engineering services to revise lighting for increased footcandle rating at field.
Richmond High School Fence & Gates Project and HVAC Replacement Project Measure J Bond/ERP	August 2010 thru December 2010	Seville Group ("SGI")	\$62,580	Construction management services.
Valley View Modular Building Replacement Fund 40 Special Reserve for Capital Facilities	July 2010 thru September 2010	HMR Architects	\$7,900	Architectural services to replace damaged classroom building.
Project Labor Agreement Administration & Coordination Measure J Bond	July 2010 thru June 2011	Employer's Advocate	Time & Materials not to exceed \$70,000	Administration and coordination of District's Project Labor Agreement for all projects.

August 18, 2010

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

ENGINEERING & ARCHITECTURAL SERVICES CONTRACTS

Project/Funding	Dates	Firm	Contract Cost	Reference
Harding Elementary Sitework DSA Closeout Measure J Bond	August 2010 thru October 2010	Vallier Design Associates	\$10,400	Landscape design services to update previous plans to meet current codes for DSA Closeout.
Harding Elementary Sitework DSA Closeout Measure J Bond	August 2010 thru October 2010	Oakley & Oakley Structural Engineers	\$11,500	Structural engineering services to update previous plans to meet current codes for DSA Closeout.
Ohlone Elementary School Temporary Reroofing Project Measure J Bond	August 2010 thru November 2010	WJ Robinson Associates	\$20,270.25	Construction management services
Portola Middle School Temporary Housing Campus Measure J Bond	July 2010 thru October 2010	HY Architects	\$49,500	Architectural additional services to complete multiple contracts, phases, added scope.
DeAnza High School New Campus Measure J Bond	September 2010 thru August 2012	Fehr and Peers Transportation Consultants	\$21,400	Construction phase services for Valley View Rd. improvements.

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:** August 18, 2010
From: Bill Fay **Agenda Item:** CI C.11
Associate Superintendent for Operations
Subject: Bond & Non-Bond Revised Change Order Ratification and Approval of Negotiated
Change Orders

Background information:

Staff is seeking ratification of change orders on the following current District construction projects. Change orders for bond expenditures are: Helms Middle School New Campus; Ford Elementary New Campus; DeAnza High School Baseball Field; King Elementary School Construction and Demolition; Pinole Middle School Renovations; and Dover Elementary New School. Change orders for Non-Bond change orders are: Adams Middle School Site Improvements (Emergency Repair Project); Crespi Middle School Fire Reconstruction; and Richmond High School ERP. Change orders were 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: **\$593,847.47.**

DISPOSITION BY BOARD OF EDUCATION

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

**August 18, 2010 Change Order Ratification Summary
BOND CHANGE ORDER**

	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	Helms MS New Construction	West Bay Builders	\$50,890,000.00	\$2,068,731.81	\$173,466.51	\$0.00	\$2,242,198.32	4.41%	\$53,132,198.32	10
3	Ford ES New School	Alten Construction	\$16,734,206.00	\$142,074.00	\$80,380.00	\$0.00	\$222,454.00	1.33%	\$16,956,660.00	8
4	De Anza HS Baseball Field	Bay Cities Paving & Grading	\$1,350,000.00	\$60,859.61	\$0.00	\$0.00	\$60,859.61	4.51%	\$1,410,859.61	4 Allowance
5	King ES Construction & Demo	West Bay Builders	\$15,595,000.00	\$83,285.00	\$56,207.00	\$0.00	\$139,492.00	0.89%	\$15,734,492.00	4
7	Pinole MS Renovation	Alpha Bay Builders	\$9,570,735.00	\$106,586.59	\$152,188.73	\$0.00	\$258,775.32	2.70%	\$9,829,510.32	2
9	Dover ES New School	Alten Construction	\$21,491,000.00	\$183,541.00	\$68,279.00	\$0.00	\$251,820.00	1.17%	\$21,742,820.00	6,7

Pending Board Actions	Ratifications	\$530,521.24
	Approvals	\$0.00
	Total Board Action	\$530,521.24

Note: The proposed Board action is to ratify all change orders below ten percent (10%) of the contract value; the change order amounts pending Board approval is the portion of the change order(s) above 10%.

**August 18, 2010 Change Order Ratification Summary
NON-BOND CHANGE ORDER**

				Items Pending Board Action						
	Project	Company	Original Contract	Previously Approved CO's	CO's Pending Ratification	CO's Pending Approval	Total CO's	CO Percent of Original Contract	Adjusted New Contract	Change Order Numbers
2	Adams MS Site Improvements	ABSL Construction	\$517,542.00	\$21,661.75	\$12,950.00	\$0.00	\$34,611.75	6.69%	\$552,153.75	2,3
6	Crespi MS Fire Reconstruction	Bollo Construction, Inc	\$3,080,850.00	\$116,268.48	\$9,333.23	\$0.00	\$125,601.71	4.08%	\$3,206,451.71	7, 8,9
8	Richmond HS ERP Project	West Coast Contractors, Inc.	\$4,156,000.00	\$0.00	\$41,045.00	\$0.00	\$41,045.00	0.99%	\$4,197,045.00	1

Pending Board Actions	Ratifications	\$63,328.23
	Approvals	\$0.00
	Total Board Action	\$63,328.23

Note: The proposed Board action is to ratify all change orders below ten percent (10%) of the contract value; the change order amounts pending Board approval is the portion of the change order(s) above 10%.

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

ITEM REQUIRING ATTENTION --- BOARD OF EDUCATION

To: Board of Education **Meeting Date:** August 18, 2010
From: Bill Fay **Agenda Item:** CI C.12
Associate Superintendent for Operations
Subject: Ratification of Previously Authorized Staff Awarded Contracts.

Background information:

The following construction contracts were approved by the Board at regularly scheduled meetings during the year. These actions were taken prior to the expiration of the bid protest period in order to expedite the start of the work. In these cases, the Board authorized staff to issue the notice of award upon expiration of the bid protest period or upon successful resolution of any bid protest received. The education code requires the Board to ratify these award actions by staff. The following contracts were awarded by staff pursuant to Board authorization after successful completion of the bid protest period:

1. **Wright Contracting** - DeAnza High School Main Campus Project. Contract award: \$62,508,000. No Bid protest received. Authorization to award at the Board meeting of April 14, 2010.
2. **Mobile Modular** - Portola Temporary Campus Modularity Purchase. Contract award: \$1,967,327. No Bid protest received. Authorization to award at the Board meeting of May 12, 2010.

In addition to the above ratifications, the following construction contracts have been awarded by the Superintendent's designee. These contracts were prepared and circulated under the Board-approved California Uniform Public Construction Cost Accounting Act ("CUPCAA") procedures. This included advertising in a trade journal and mailing notices of bid to contractors ten days prior to opening bids. The education code requires the Board to ratify these award actions.

1. **Alaniz Construction** - Helms Street Improvements. Bids opened July 21, 2010. Contract award: \$45,200.
2. **Calico Construction** - Helms Rear Access Road. Bids opened August 2, 2010. Contract award: \$93,000.

Recommendation: Ratify previously authorized staff awarded contracts.

Fiscal Impact: No additional fiscal impact, ratification of staff action only.

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:** August 18, 2010
From: Bill Fay **Agenda Item:** CI C.13
Associate Superintendent for Operations
Subject: Purchase of State Relocatable Buildings

Background Information:

The District is currently using 30 modular buildings which are leased from the State of California through the Office of Public School Construction ("OPSC"). The State Allocation Board ("SAB") has taken action to end the leasing of state relocatables. The District has been notified that if we wish to continue to utilize our leased buildings then we must purchase them. The District originally leased these buildings during the Measure M Elementary School renovations. They have been utilized since then to house students in the Leadership Public School Temporary Campus. We have already exhausted a 2-year lease extension and have been notified that there will not be further extensions. The buildings are currently in use and it would be difficult and very costly to replace them. It is recommended that the District purchase the buildings. The current cost for purchase is \$12,000 per classroom. This is a competitive price, and lower than current market rates from private vendors. These buildings will have a useful service life of another 10+ years and can be used as a part of our temporary housing strategy for the new Measure D projects.

Recommendation: Ratify and approve contracts as noted.

Fiscal Impact: Total for this action: **\$360,000.** Funded from the Measure J Bond.

DISPOSITION BY BOARD OF EDUCATION

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

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

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education

Meeting Date: August 18, 2010

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

Agenda Item: CI C.14

Subject: Agreement with Bay Area Community Resources, YMCA of the East Bay and Contra Costa County Health Services for School Based Health Center Coordinator services.

Background Information:

The District has finalized individual agreements with Bay Area Community Resources to continue providing coordination and services at DeAnza High School and Hercules High School. The YMCA of the East Bay will continue providing coordination and health services at Pinole Valley High School, Kennedy High School and El Cerrito High School. Contra Costa County Health Services will provide services at Richmond High School.

Recommendation: Recommend Approval

Fiscal Impact: \$ 360,000.00, ARRA

DISPOSITION BY BOARD OF EDUCATION

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



WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
Office of the Associate Superintendent, K – Adult Education
1108 Bissell Avenue
Richmond, CA 94801-3135
Ph (510) 231.1160
Fax (510) 236.0662

Dr. Bruce Harter
Superintendent of Schools

Wendell Greer
Associate Superintendent

Memorandum of Understanding
For
West Contra Costa Unified School District
And
Bay Area Community Resources

The following constitutes an agreement between the West Contra Costa Unified School District (hereinafter “District”) and the Bay Area Community Resources (hereinafter “BACR”) for School Site Health Coordination Services at DeAnza High School.

The parties agree that:

1. BACR will continue to work with the site and district administrators to assess youth needs and implement health services and programs necessary to meet those varying needs.
2. BACR will be the liaison among partner agencies, school/district staff and community of DeAnza High School to facilitate delivery of student health services.
3. BACR will work with the District and school administration to identify promising models and best practices to improve services to DeAnza High School staff, students and community.
4. BACR will continue to work collaboratively with partner agencies and the DeAnza High School staff, students and community to improve student health services.
5. BACR will work with the District administration and other school site health coordinators to build a coherent, uniform system of health services, practices and procedures.
6. BACR will conduct a health services needs assessment that will foster student success in and out of school.
7. BACR will facilitate the student referral system for intervention services to students of DeAnza High School.
8. BACR will aid students in accessing existing health services in their community.
9. BACR will assist site/district administration in facilitating paperwork between partner agencies and DeAnza High School.
10. BACR will collaborate with community entities to provide health services including mental health.
11. BACR will evaluate program effectiveness and submit Quarterly Progress Reports detailing activities implemented, numbers served, and progress toward objectives.
12. BACR will attend regularly scheduled staff and program director meetings.
13. BACR will bill the district quarterly for services implemented.

The parties also agree that:

1. The District will provide coordination of site-based health contractors.
2. The District will ensure appropriate space and physical infrastructure for school health programs at each site.
3. The school site will vest responsibility for health services coordination and services with school health contractors.
4. The school will include the coordinator at standing school meetings that impact delivery of site-based services.
5. The district will pay the provider a maximum of \$60,000 for the term of the contract, to be invoiced quarterly.

This agreement shall remain in effect for the period of August 23, 2010 through June 30, 2011.

East Bay Programs Director
Bay Area Community Resources

Date

Wendell C. Greer, Jr.
Associate Superintendent

Date



WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
Office of the Associate Superintendent, K – Adult Education

1108 Bissell Avenue
Richmond, CA 94801-3135
Ph (510) 231.1160
Fax (510) 236.0662

Dr. Bruce Harter
Superintendent of Schools

Wendell Greer
Associate Superintendent

Memorandum of Understanding
For
West Contra Costa Unified School District
And
Bay Area Community Resources

The following constitutes an agreement between the West Contra Costa Unified School District (hereinafter “District”) and the Bay Area Community Resources (hereinafter “BACR”) for School Site Health Coordination Services at Hercules High School.

The parties agree that:

1. BACR will continue to work with the site and district administrators to assess youth needs and implement health services and programs necessary to meet those varying needs.
2. BACR will be the liaison among partner agencies, school/district staff and community of Hercules High School High School to facilitate delivery of student health services.
3. BACR will work with the District and school administration to identify promising models and best practices to improve services to Hercules High School High School staff, students and community.
4. BACR will continue to work collaboratively with partner agencies and the Hercules High School High School staff, students and community to improve student health services.
5. BACR will work with the District administration and other school site health coordinators to build a coherent, uniform system of health services, practices and procedures.
6. BACR will conduct a health services needs assessment that will foster student success in and out of school.
7. BACR will facilitate the student referral system for intervention services to students of Hercules High School High School.
8. BACR will aid students in accessing existing health services in their community.
9. BACR will assist site/district administration in facilitating paperwork between partner agencies and Hercules High School High School.
10. BACR will collaborate with community entities to provide health services including mental health.
11. BACR will evaluate program effectiveness and submit Quarterly Progress Reports detailing activities implemented, numbers served, and progress toward objectives.
12. BACR will attend regularly scheduled staff and program director meetings.
13. BACR will bill the district quarterly for services implemented.

The parties also agree that:

1. The District will provide coordination of site-based health contractors.
2. The District will ensure appropriate space and physical infrastructure for school health programs at each site.
3. The school site will vest responsibility for health services coordination and services with school health contractors.
4. The school will include the coordinator at standing school meetings that impact delivery of site-based services.
5. The district will pay the provider a maximum of \$60,000 for the term of the contract, to be invoiced quarterly.

This agreement shall remain in effect for the period of August 23, 2010 through June 30, 2011.

East Bay Programs Director
Bay Area Community Resources

Date

Wendell C. Greer, Jr.
Associate Superintendent

Date



WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
Office of the Associate Superintendent, K – Adult Education
1108 Bissell Avenue
Richmond, CA 94801-3135
Ph (510) 231.1160
Fax (510) 236.0662

Dr. Bruce Harter
Superintendent of Schools

Wendell Greer
Associate Superintendent

Memorandum of Understanding
For
West Contra Costa Unified School District
And
YMCA for the East Bay

The following constitutes an agreement between the West Contra Costa Unified School District (hereinafter “District”) and the YMCA for the East Bay (hereinafter “YMCA”) for School Site Health Coordination Services at Pinole Valley High School.

The parties agree that:

1. The YMCA will continue to work with the site and district administrators to assess youth needs and implement health services and programs necessary to meet those varying needs.
2. The YMCA will be the liaison among partner agencies, school/district staff and community of Pinole Valley High School to facilitate delivery of student health services.
3. The YMCA will work with the District and school administration to identify promising models and best practices to improve services to Pinole Valley High School staff, students and community.
4. The YMCA will continue to work collaboratively with partner agencies and the Pinole Valley High School staff, students and community to improve student health services.
5. The YMCA will work with the District administration and other school site health coordinators to build a coherent, uniform system of health services, practices and procedures.
6. The YMCA will conduct a health services needs assessment that will foster student success in and out of school.
7. The YMCA will facilitate the student referral system for intervention services to all students at Pinole Valley High School.
8. The YMCA will aid students in accessing existing health services in their community.
9. The YMCA will assist site/district administration in facilitating paperwork between partner agencies and Pinole Valley High School.
10. The YMCA will collaborate with community entities to provide health services including mental health.
11. The YMCA will evaluate program effectiveness and submit Quarterly Progress Reports detailing activities implemented, numbers served, and progress toward objectives.
12. The YMCA will attend regularly scheduled staff and program director meetings.
13. The YMCA will bill the district quarterly for services implemented.

The parties also agree that:

1. The District will provide coordination of site-based health contractors.
2. The District will ensure appropriate space and physical infrastructure for school health programs at each site.
3. The school site will vest responsibility for health services coordination and services with school health contractors.
4. The school will include the coordinator at standing school meetings that impact delivery of site-based services.
5. The district will pay the provider a maximum of \$60,000 for the term of the contract, to be invoiced quarterly.

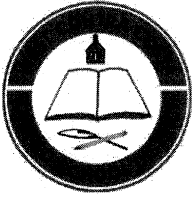
This agreement shall remain in effect for the period of August 23, 2010 through June 30, 2011.

Don Lau
Vice President
YMCA of the East Bay

Date

Wendell C. Greer, Jr.
Associate Superintendent

Date



WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
Office of the Associate Superintendent, K – Adult Education
1108 Bissell Avenue
Richmond, CA 94801-3135
Ph (510) 231.1160
Fax (510) 236.0662

Dr. Bruce Harter
Superintendent of Schools

Wendell Greer
Associate Superintendent

Memorandum of Understanding
For
West Contra Costa Unified School District
And
YMCA for the East Bay

The following constitutes an agreement between the West Contra Costa Unified School District (hereinafter “District”) and the YMCA for the East Bay (hereinafter “YMCA”) for School Site Health Coordination Services at Kennedy High School.

The parties agree that:

1. The YMCA will continue to work with the site and district administrators to assess youth needs and implement health services and programs necessary to meet those varying needs.
2. The YMCA will be the liaison among partner agencies, school/district staff and community of Kennedy High School to facilitate delivery of student health services.
3. The YMCA will work with the District and school administration to identify promising models and best practices to improve services to Kennedy High School staff, students and community.
4. The YMCA will continue to work collaboratively with partner agencies and the Kennedy High School staff, students and community to improve student health services.
5. The YMCA will work with the District administration and other school site health coordinators to build a coherent, uniform system of health services, practices and procedures.
6. The YMCA will conduct a health services needs assessment that will foster student success in and out of school.
7. The YMCA will facilitate the student referral system for intervention services to all students at Kennedy High School.
8. The YMCA will aid students in accessing existing health services in their community.
9. The YMCA will assist site/district administration in facilitating paperwork between partner agencies and Kennedy High School.
10. The YMCA will collaborate with community entities to provide health services including mental health.
11. The YMCA will evaluate program effectiveness and submit Quarterly Progress Reports detailing activities implemented, numbers served, and progress toward objectives.
12. The YMCA will attend regularly scheduled staff and program director meetings.
13. The YMCA will bill the district quarterly for services implemented.

The parties also agree that:

1. The District will provide coordination of site-based health contractors.
2. The District will ensure appropriate space and physical infrastructure for school health programs at each site.
3. The school site will vest responsibility for health services coordination and services with school health contractors.
4. The school will include the coordinator at standing school meetings that impact delivery of site-based services.
5. The district will pay the provider a maximum of \$60,000 for the term of the contract, to be invoiced quarterly.

This agreement shall remain in effect for the period of August 23, 2010 through June 30, 2011.

Don Lau
Vice President
YMCA of the East Bay

Date

Wendell C. Greer, Jr.
Associate Superintendent

Date



WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
Office of the Associate Superintendent, K – Adult Education

1108 Bissell Avenue
Richmond, CA 94801-3135

Ph (510) 231.1160

Fax (510) 236.0662

Dr. Bruce Harter
Superintendent of Schools

Wendell Greer
Associate Superintendent

Memorandum of Understanding
For
West Contra Costa Unified School District
And
YMCA for the East Bay

The following constitutes an agreement between the West Contra Costa Unified School District (hereinafter “District”) and the YMCA for the East Bay (hereinafter “YMCA”) for School Site Health Coordination Services at El Cerrito High School.

The parties agree that:

1. The YMCA will continue to work with the site and district administrators to assess youth needs and implement health services and programs necessary to meet those varying needs.
2. The YMCA will be the liaison among partner agencies, school/district staff and community of El Cerrito High School to facilitate delivery of student health services.
3. The YMCA will work with the District and school administration to identify promising models and best practices to improve services to El Cerrito High School staff, students and community.
4. The YMCA will continue to work collaboratively with partner agencies and the El Cerrito High School staff, students and community to improve student health services.
5. The YMCA will work with the District administration and other school site health coordinators to build a coherent, uniform system of health services, practices and procedures.
6. The YMCA will conduct a health services needs assessment that will foster student success in and out of school.
7. The YMCA will facilitate the student referral system for intervention services to all students at El Cerrito High School.
8. The YMCA will aid students in accessing existing health services in their community.
9. The YMCA will assist site/district administration in facilitating paperwork between partner agencies and El Cerrito High School.
10. The YMCA will collaborate with community entities to provide health services including mental health.
11. The YMCA will evaluate program effectiveness and submit Quarterly Progress Reports detailing activities implemented, numbers served, and progress toward objectives.
12. The YMCA will attend regularly scheduled staff and program director meetings.
13. The YMCA will bill the district quarterly for services implemented.

The parties also agree that:

1. The District will provide coordination of site-based health contractors.
2. The District will ensure appropriate space and physical infrastructure for school health programs at each site.
3. The school site will vest responsibility for health services coordination and services with school health contractors.
4. The school will include the coordinator at standing school meetings that impact delivery of site-based services.
5. The district will pay the provider a maximum of \$60,000 for the term of the contract, to be invoiced quarterly.

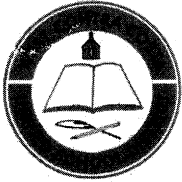
This agreement shall remain in effect for the period of August 23, 2010 through June 30, 2011.

Don Lau
Vice President
YMCA of the East Bay

Date

Wendell C. Greer, Jr.
Associate Superintendent

Date



WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
Office of the Associate Superintendent, K – Adult Education
1108 Bissell Avenue
Richmond, CA 94801-3135
Ph (510) 231.1160
Fax (510) 236.0662

Dr. Bruce Harter
Superintendent of Schools

Wendell Greer
Associate Superintendent

Memorandum of Understanding
For
West Contra Costa Unified School District
And
Contra Costa Health Services

The following constitutes an agreement between the West Contra Costa Unified School District (hereinafter “District”) and the Contra Costa County Health Services for School site Health Coordination Services at Richmond High School.

The parties agree that:

1. CONTRA COSTA COUNTY HEALTH SERVICES will continue to work with the site and district administrators to assess youth needs and implement health services and programs necessary to meet those varying needs.
2. CONTRA COSTA COUNTY HEALTH SERVICES will be the liaison among partner agencies, school/district staff and community of Richmond High School to facilitate delivery of student health services.
3. CONTRA COSTA COUNTY HEALTH SERVICES will work with the District and school administration to identify promising models and best practices to improve services to Richmond High School staff, students and community.
4. CONTRA COSTA COUNTY HEALTH SERVICES will continue to work collaboratively with partner agencies and the Richmond High School staff, students and community to improve student health services.
5. CONTRA COSTA COUNTY HEALTH SERVICES will work with the District administration and other school site health coordinators to build a coherent, uniform system of health services, practices and procedures.
6. CONTRA COSTA COUNTY HEALTH SERVICES will facilitate the student referral system for intervention services to all students at Richmond High School.
7. CONTRA COSTA COUNTY HEALTH SERVICES will aid students in accessing existing health services in their community.
8. CONTRA COSTA COUNTY HEALTH SERVICES will assist site/district administration in facilitating paperwork between partner agencies and Richmond High School.
9. CONTRA COSTA COUNTY HEALTH SERVICES will collaborate with community entities to provide health services including mental health.

10. CONTRA COSTA COUNTY HEALTH SERVICES will evaluate program effectiveness and submit Progress Reports detailing activities implemented, numbers served, and progress toward objectives.
11. CONTRA COSTA COUNTY HEALTH SERVICES will attend regularly scheduled staff and program director meetings.
12. CONTRA COSTA COUNTY HEALTH SERVICES will bill the district quarterly for services implemented.

The parties also agree that:

1. The District will provide coordination of site-based health contractors.
2. The District will ensure appropriate space and physical infrastructure for school health programs at each site.
3. The school site will vest responsibility for health services coordination and services with school health contractors.
4. The school will include the coordinator at standing school meetings that impact delivery of site-based services.
5. The district will pay the provider a maximum of \$60,000 for the term of the contract, to be invoiced quarterly.

This agreement shall remain in effect for the period of August 23, 2010 through June 30, 2011.

Cheri Pies, MSW, DrPh
Family, Maternal & Child Health Programs Director
Contra Costa County Health Services

Date

Wendell C. Greer, Jr.
Associate Superintendent

Date

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: August 18, 2010

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

Agenda Item: CI C.15

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

Background Information:

The District has finalized the second year of individual three-year agreements with the Cities of Richmond, El Cerrito, Pinole and Hercules and the Office of the Sheriff-Coroner to provide a total of eighteen full-time School Resource Officers (SRO) to the District. These agreements include revised scope of work for SROs.

Recommendation: Recommend Approval

Fiscal Impact: \$1,969,000.00, General Fund

DISPOSITION BY BOARD OF EDUCATION

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

SCHOOL RESOURCE OFFICER AGREEMENT

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

RECITALS

This contract entered into on July 1, 2009, between the West Contra Costa Unified School District. Hereafter referred to as “District” and the City of Richmond, hereafter referred to as “City” who agree as follows:

WHEREAS

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

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

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

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

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

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

TERMS OF AGREEMENT

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

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

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

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

5. **Indemnification.**

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

6. **Termination.**

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

7. **Assignment.**

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

8. **Notices.**

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

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

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

cc: Chief of Police City of Richmond

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

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

By: _____
Superintendent

CITY OF RICHMOND

By: _____
City Manager

ATTEST: _____
City Clerk

APPROVED AS TO FORM:

BY: _____
City Attorney

EXHIBIT A SCOPE OF WORK

PURPOSE

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

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

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

ORGANIZATIONAL RELATIONSHIPS

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

DUTIES AND RESPONSIBILITIES

SCHOOL RESOURCE OFFICER

- A. The SROs are sworn City police officers assigned to provide the law enforcement expertise and resources to assist school staff(s) in maintaining safety, order, and discipline within the assigned school. Although not employees of the District, the SROs will be considered active members of the administrative team at the three high schools and middle school.

SRO Richmond 6-22-09

- B. The three high school and middle school buildings, grounds and surroundings will be the equivalent of the SROs patrol area, and they assume primary responsibility for handling all calls for service and coordinating the response of other police resources to the school. All criminal activity that comes to the attention of the principal or school staff shall be reported immediately to the Richmond Police Department. In an emergency situation, the schools shall call 911 and also notify the SROs. In a non-emergency situation, the schools should notify the SROs or call the non-emergency line at the Police Department ((510) 233-1214) if the SROs are not available. Information that is not of an emergency nature may be held for the SRO upon their return to duty.
- C. That SROs duty schedule will be determined by the SROs Richmond Police Department Supervisor, but will generally be arranged to provide coverage throughout the school day including peak arrival and departure times before and after school. Whenever possible the SRO will be visible patrolling the exterior and interior grounds, particular during the opening and closing of school and during the lunch periods. Normally the SROs will work a ten hour work day, four days a week. The SROs will also work, as scheduled, after hours school sporting events, school district board meetings and school district safety meetings.
- D. The SRO shall wear the regulation Richmond Police Department uniform and operate a marked City patrol vehicle while on duty unless otherwise authorized by a Richmond Police Department supervisor for a specific purpose. The SROs provide a visible deterrent to crime and a positive representative of the Police Department to the students and staff.
- E. The SRO shall also provide training of school employees and staff, as requested by the District, on law enforcement and other related topics. Information about crime trends and changes in criminal law relevant to schools shall be disseminated to the school administrative staff to assist them in effectively establishing and maintaining safe school environments.
- F. The SRO may also become involved, through the school principal, with the schools curriculum and provide instruction that will enhance the students understanding of the police mission and the responsibilities of citizenship. However, responding to incidents or conducting investigations will always take precedence over instructing in the classroom. Lesson plans for all formal, organized presentations shall be forwarded to the Richmond Police Department Operations Division Commander or designee and the school principal for review and approval prior to presentation.
- G. SROs shall be responsible for monitoring the social and cultural environment to identify emerging youth gangs on the school campus. All information concerning gangs shall be provided to appropriate investigative personnel. Gang prevention and early intervention strategies shall be coordinated with the Richmond Police Department Investigative Division.
- H. The SROs may make formal presentations to, or participate in, school based community organization meetings such as Parent Teacher Association and School Advisory Council meetings. Participation in other activities such as panel discussions,

mentoring programs, and community coalitions or task forces may also be conducted by the SROs with advance approval from the SROs Richmond Police Department supervisor and the three high school and middle school principals.

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

TRAINING AND SUPERVISION

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

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

SCHOOL PRINCIPAL

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

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

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

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

POLICE INVESTIGATION AND QUESTIONING

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

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

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

ARREST PROCEDURES

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

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

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

SEARCH AND SEIZURE

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

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

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

ADMINISTRATIVE HEARINGS

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

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

POLICE SERVICES

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

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

SRO Richmond 6-22-09

SCHOOL RESOURCE OFFICER AGREEMENT

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

RECITALS

This contract entered into _____ July _____ 1, 2009, between the West Contra Costa Unified School District, hereinafter referred to as “DISTRICT” and the City of El Cerrito, hereinafter referred to as “CITY” (collectively, sometimes hereinafter referred to as the “Parties”) who agree as follows:

WHEREAS,

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

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

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

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

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

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

AGREEMENT

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

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

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

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

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

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

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

5. **Indemnification.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

BY: _____
Superintendent

CITY OF EL CERRITO

BY: _____
City Manager

ATTEST

City Clerk

APPROVED AS TO FORM:

BY: _____
City Attorney

EXHIBIT A SCOPE OF WORK

PURPOSE

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

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

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

ORGANIZATIONAL RELATIONSHIPS

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

DUTIES AND RESPONSIBILITIES

SCHOOL RESOURCE OFFICER

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

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

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

TRAINING AND SUPERVISION

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

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

SCHOOL PRINCIPAL

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

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

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

POLICE INVESTIGATION AND QUESTIONING

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

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

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

ARREST PROCEDURES

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

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

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

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

SEARCH AND SEIZURE

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

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

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

ADMINISTRATIVE HEARINGS

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

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

POLICE SERVICES

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

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

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

SCHOOL RESOURCE OFFICER AGREEMENT

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

RECITALS

This contract entered into July 1, 2009, between the West Contra Costa Unified School District, hereinafter referred to as "DISTRICT" and the City of Pinole, hereinafter referred to as "CITY" (collectively, sometimes hereinafter referred to as the "Parties") who agree as follows:

WHEREAS,

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

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

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

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

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

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

AGREEMENT

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

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

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

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

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

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

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

5. **Indemnification.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

BY: _____
Superintendent

CITY OF PINOLE

BY: _____
City Manager

ATTEST

City Clerk

APPROVED AS TO FORM:

BY: _____
City Attorney

EXHIBIT A SCOPE OF WORK

PURPOSE

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

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

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

ORGANIZATIONAL RELATIONSHIPS

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

DUTIES AND RESPONSIBILITIES

SCHOOL RESOURCE OFFICER

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

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

TRAINING AND SUPERVISION

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

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

SCHOOL PRINCIPAL

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

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

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

POLICE INVESTIGATION AND QUESTIONING

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

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

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

ARREST PROCEDURES

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

related to the enforcement of rules versus laws within the school should be discussed with the principal.

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

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

SEARCH AND SEIZURE

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

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

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

ADMINISTRATIVE HEARINGS

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

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

POLICE SERVICES

The City hereby agrees to provide to the District police services as follows: Two fully uniformed police officers shall be assigned to work as School Resource Officers at Pinole Valley High School, 2900 Pinole Valley Road, Pinole, California, 94564, and one fully uniformed police officer shall be assigned to work as a School Resource Officer at Pinole Middle School, 1575 Mann Drive, Pinole, California, 94564 beginning on July 1, 2009.

The two (2) SROs' main campus and responsibility will be Pinole Valley High School. One (1) SRO's main campus and responsibility will be Pinole Middle School. The SROs assigned to the school shall be present at this site at least 90% of each 40 hour work week, except when subpoenaed for court, attending official police training or business, routine vacation and special time off, school holidays and other periods the District may designate. SROs are currently assigned to a "9-80" shift. Therefore each SRO will be off at least one weekday every other week.

SCHOOL RESOURCE OFFICER AGREEMENT

**BETWEEN
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
AND THE
CITY OF HERCULES**

RECITALS

This contract entered into effective July 1, 2009 between the West Contra Costa Unified School District, hereinafter referred to as “DISTRICT” and the City of Hercules, hereinafter referred to as “CITY” (collectively, sometimes hereinafter referred to as the “Parties”) who agree as follows:

WHEREAS,

- A. The City is a municipal corporation of the State of California located in the County of Contra Costa, State of California, and has its principal place of business at 111 Civic Drive, Hercules, California 94547.
- B. The District is a public school district in the county of Contra Costa, State of California, and has its administrative offices located at 1108 Bissell Avenue, Richmond, California 94801.
- C. The District desires to engage the services of the City to provide police services as described in this Agreement at the Hercules High School campus, and the City desires to render such services on the terms and conditions set forth in this Agreement.
- D. California Government Code Section 53060 authorizes the legislative body of any public or municipal corporation or district to contract with and employ any persons for the furnishing to the corporation or district special services and advice in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained and experienced and competent to perform the special services required. The authority herein given to contract shall include the right of the legislative body of the corporation or district to contract for the issuance and preparation of payroll checks. The legislative body of the corporation or district may pay from any available funds such compensation to such persons as it deems proper for the services rendered.

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

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

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

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

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

AGREEMENT

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

1. **Scope of Work.** The scope of work shall be limited to those duties as described in the Scope of Work document attached hereto as Exhibit "A" and incorporated by this reference.
2. **Term.** This Agreement shall commence on July 1, 2009, and shall continue through June 30, 2012. It shall automatically renew on July 1, 2012 and on every July 1 thereafter for an additional one-year term, unless sooner terminated, as set forth in Section 6 of this Agreement.
3. **Payment.** The District shall pay the City, for police officer services rendered under this agreement, one hundred and sixty thousand dollars (\$160,000) per year through the expiration of this contract on June 30, 2012, at a rate of \$40,000 per quarter. The payment is for the services of one full-time School Resource Officer (SRO) and one police vehicle, and all training and safety equipment necessary to support the SRO. The payment is also for overtime worked by the

SRO and other Hercules Officers at the following campus school events; Football and Basketball Games, Back to School Night and Open House, Graduation and Proms.

The City shall submit quarterly invoices to the District to the attention of the Superintendent, West Contra Costa Unified School District, 1108 Bissell Avenue, Richmond, California, 94801. Payment shall be made to the City by the District no later than 30 days from receipt of invoice.

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

The School Resource Officer reports directly to the Hercules Chief of Police or his designee through the department chain of command. The Hercules Police Department shall maintain direct supervisory control over the assigned SRO. The District shall have the right to request that the SRO be retrained or replaced if his or her performance is unsatisfactory to the District.

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

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

5. **Indemnification.**

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

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

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

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

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

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

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

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

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

CITY: City of Hercules
111 Civic Drive
Hercules, California, 94547
ATTN: City Manager

With a Copy to: Chief of Police
111 Civic Drive
Hercules, CA 94547

9. **Entire Agreement.** This Agreement shall supersede the "School Resource Officer Agreement between West Contra Costa School District and City of Hercules" dated June 14, 2006. This Agreement contains the entire agreement between the Parties and supersedes all prior understandings between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between the Parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations under this Agreement be waived, except by written instrument signed by the Parties.
10. **Binding on Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the Parties and their successors.
11. **Severability.** Should any term or provision of the Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby. Each term or provision of this Agreement shall be valid and enforced as written to the fullest extent permitted by law.
12. **California Law.** This Agreement shall be construed in accordance with and governed by the laws and decisions of the State of California.
13. **Ratification of Board of Education.** This Agreement is not enforceable and is invalid unless and until it is approved and/or ratified by the governing board of the West Contra Costa Unified School District, as evidenced by a motion of said board duly passed, and adopted, in compliance with the provisions of Education Code 17604.

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

BY: _____
Superintendent

CITY OF HERCULES

BY: _____
City Manager

ATTEST

City Clerk

APPROVED AS TO FORM:

BY: _____
City Attorney

EXHIBIT A SCOPE OF WORK

PURPOSE

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

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

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

ORGANIZATIONAL RELATIONSHIPS

The SRO is are directly accountable to the Operations Division Watch Commander, and are functionally accountable to any supervisor who has responsibility for the task involved. The SRO will work in close contact with the Hercules High School principal in carrying out duties as assigned. The SRO has no direct supervisory responsibilities.

DUTIES AND RESPONSIBILITIES

SCHOOL RESOURCE OFFICER

- A. The SRO is a sworn City police officer assigned to provide the law enforcement expertise and resources to assist school staff in maintaining safety, order, and discipline within their assigned school. The SRO will be maintaining safety, order, and discipline within their assigned school. Although not an employee of the District, the SRO will be considered an active member of the administrative team at Hercules High School.

- B.** The Hercules High School campus, buildings, grounds, and surroundings will be the SRO's patrol area, and he/she assumes primary responsibility for handling all calls for service and coordinating the response of the other police resources to the school. All criminal activity that comes to the attention of the principal or school staff shall be reported immediately to the Police Department. In an emergency situation, the school shall call 911 and also notify the SRO. In a non-emergency situation, the school should notify the SRO or call the non-emergency line at the Police Department ((510) 724-1111) if the SRO is not available. Information that is not of an emergency nature may be held for action by the SRO upon his/her return to duty.
- C.** The SRO's duty schedule will be determined by the SRO Supervisor, but generally will be arranged to provide coverage throughout the school day including peak arrival and departure times before and after school. Whenever possible, the SRO will be visible patrolling the exterior and interior grounds, particularly during the opening or closing of school and during the lunch periods. The SRO works a four (4) day work week, ten (10) hour day.
- D.** The SRO shall wear the regulation police uniform and operate a marked police patrol vehicle while on duty unless otherwise authorized by a supervisor for a specific purpose. The SRO provides a visible deterrent to crime and a positive representative of the Police Department to students and staff.
- E.** The SRO shall also assist with training for the school administration in law enforcement and related matters. Information about crime trends and changes in laws relevant to schools shall be disseminated to the school administrative staff to assist them in effectively establishing and maintaining safe school environments.
- F.** The SRO may also become involved, through the school principal, with the school's curriculum and provide instruction that will enhance the students' understanding of the police mission and the responsibilities of citizenship. However, responding to incidents or conducting investigations will always take precedence over instructing in the classroom. Lesson plans for all formal, organized presentations shall be forwarded to the Operations Division Commander and the school principal for review and approval prior to presentation.
- G.** The SRO shall be responsible for monitoring the social and cultural environment to identify emerging youth gangs. All information concerning gangs shall be provided to appropriate Investigative personnel. Gang prevention and early intervention strategies shall be coordinated with the Investigations Division.
- H.** When it is in the best interest of the City and the school and with the approval of the school principal, the SRO may make formal presentations to, or participate in, school-based community organization meetings such as Parent Teacher Association and School Advisory Council meetings. Participation in other activities such as panel discussions, mentoring programs, and community coalitions or task forces must be approved, in advance by the Operations Division Commander and the school principal.

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

TRAINING AND SUPERVISION

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

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

SCHOOL PRINCIPAL

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

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

The principal shall meet twice yearly with the SRO Supervisor, and at other times at the request of either party when needed to ensure adequate communication between the school and the

Police Department. Upon request, the principal shall provide information to the SRO Supervisor to assist in preparing for the annual evaluation of the SRO's performance. Principals are encouraged to consult with the SRO Supervisor prior to the selection of a new SRO to share any relevant information on the needs and concerns of the particular school.

POLICE INVESTIGATION AND QUESTIONING

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

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

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

ARREST PROCEDURES

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

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

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

SEARCH AND SEIZURE

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

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

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

ADMINISTRATIVE HEARINGS

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

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

POLICE SERVICES

The City hereby agrees to provide to the District police services as follows: One fully uniformed police officer shall be assigned to work as School Resource Officer at Hercules High School, 2000 Refugio Valley Road, Hercules, California 94547.

The SRO's main campus and responsibility will be Hercules High School. The SROs assigned to the school shall be present at this site at least 90% of each 40 hour work week, except when subpoenaed for court, attending official police training or business, routine vacation and special time off, school holidays and other periods the District may designate. Any SRO may perform services outside the time period set forth in this agreement when necessary.

INTERAGENCY AGREEMENT
(County Provides Services)

Number
Fund/Org# 2505
Account # 9732
Other #

1. **Contract Identification.**

Department: Contra Costa County Office of the Sheriff-Coroner
Subject: Interagency Agreement between Contra Costa County Office of the Sheriff-Coroner and Agency named below for a School Resource Officer.

2. **Parties.** The County of Contra Costa, California (County), for its Department named above, and the following named Agency mutually agree and promise as follows:

Agency: West Contra Costa Unified School District
Capacity: A public agency
Address: 1108 Bissell Avenue, Richmond, CA 94801

Contractor's Copy

3. **Term.** The effective date of this Agreement is April 1, 2010 and it terminates on March 31, 2011 unless sooner terminated as provided herein.

4. **Payment Limit.** Agency's total payments to County under this Agreement shall not exceed \$201,735.00.

5. **County's Obligations.** County shall provide those services and carry out that work described in the Service Plan attached hereto which is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. **Agency's Obligations.** Agency shall pay County for its provision of the services as set forth in the attached Payment Provisions which are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

7. **General and Special Conditions.** This Agreement is subject to the General Conditions and Special Conditions (if any) attached hereto, which are incorporated herein by reference.

8. **Project.** This Agreement implements in whole or in part the following described Project, the application and approval documents of which are incorporated herein by reference: N/A

9. **Legal Authority.** This Agreement is entered into under and subject to the following legal authorities: California Government Code Section 26227.

10. **Signatures.** These signatures attest the parties' agreement hereto:

COUNTY OF CONTRA COSTA, CALIFORNIA

BOARD OF SUPERVISORS By _____ Chairman/Designee	ATTEST: Clerk of the Board of Supervisors By _____ Deputy
---	---

AGENCY

By <u><i>[Signature]</i></u> (Signature of authorized Agency representative) <u>ASSOC. Supt.</u> (Print name and title A)	By _____ (Signature of authorized Agency representative) _____ (Print name and title B)
--	--

ACKNOWLEDGMENT/APPROVALS
(Purchase of Services - Long Form)

Number _____

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On _____, before me, _____
(insert name and title of the officer), personally appeared _____
_____ who proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me
that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)
on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is
true and correct.

WITNESS MY HAND AND OFFICIAL SEAL.

Signature

(Seal)


ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)
(Civil Code §1189)

APPROVALS

RECOMMENDED BY DEPARTMENT

FORM APPROVED
COUNTY COUNSEL

By: _____
 Designee

By:  _____
 Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By: _____
 Designee

- I. Purpose. The Contra Costa County Sheriff-Coroner (herein referred to as the County) will provide one School Resource Officer (herein referred to as the SRO) to serve West Contra Costa Unified School District (herein referred to as the Agency). The SRO time will be shared between Juan Crespi Middle School and North Campus High School with a schedule that will best serve each school to be determined jointly by the County and Agency.
- II. Agency's Obligations. During the term of this Agreement, Agency will:
- A. SRO will work with Agency's Administrative personnel by conducting weekly meetings between the school principal or designee and the SRO. The Agency will give a minimum two-week notice to the SRO to attend meetings, prepare reports, to provide curriculum and/or instruction.
 - B. Provide the SRO with copies of the Agency's Policy and Procedures, Rules, Safety Procedures, and other documents necessary to perform his/her job.
 - C. Provide the school's curriculum and a detailed outline of the type of lesson the SRO is to teach. Lesson plans for all formal, organized presentations shall be forwarded to the Office of the Sheriff, Division Commander or designee and the school principal for review and approval prior to presentation.
 - D. Provide the SRO an area/space, telephone, equipment and supplies with which to prepare reports. The SRO will be provided school based radio communications equipment used by school administrators and monitors. An area will be provided for locked storage for securing evidence or contraband.
 - E. Provide information to the SRO's Supervisor to assist in preparing for the annual evaluation of the SRO's performance.
 - F. Meet with the SRO's Supervisor within one week of the date of the implementation of this agreement and be devoted to reviewing the School's expectations and clarifying any operational procedures. The SRO's Supervisor and the School Principal will meet mid-year regarding the performance of the SRO to report any concerns.
 - G. During an emergency situation, the school will call 911 and also notify the SRO. In a non-emergency situation, the school will notify the SRO or call the non-emergency line at the Sheriff's Department if the SRO is not available. Non-emergencies will be held over for action by the SRO upon his/her return to duty. The SRO shall be kept advised of all investigations that involve students from his/her assigned school. The SRO has the authority to stop, question, interview, and take police action without the prior authorization of the principal or contacting parents. All criminal activity that comes to the attention of the principal or school staff will be reported to the SRO and the Sheriff's Department.

Initials: _____
Agency

_____ County Dept.

- H. Will be responsible for the training and related costs that the Agency requests the SRO to specifically attend which incur overtime. See 'Payment Provisions' for overtime costs.

III. County's Obligations. During the term of this Agreement the Contra Costa County, Office of the Sheriff-Coroner will:

- A. Assist school staff in maintaining safety, order and discipline within the assigned school. The school principal will be notified as soon as practical of any significant enforcement action taken by the SRO or investigating officers.
- B. Assume primary responsibility for handling all calls for service and coordinating the response of the other police resources to the school.
- C. Provide coverage throughout the school day including peak arrival and departure times, before and after school, be visibly present at lunch periods and will patrol the exterior and interior grounds.
- D. The SRO's duty schedule will be determined by the Office of the Sheriff-Coroner in conjunction with the needs of the Agency in fulfilling the coverage needed. The SRO will be present at the school sites at least 90% of each 40 hour work week, except when subpoenaed for court, attending official police training or business, routine vacation and special time off, school holidays and other periods the District may designate. The SRO may perform services outside the time period set forth in this agreement with approval from the County.
- E. Provide training for school staff and employees, as requested by the Agency, on law enforcement and other related topics. Information about crime trends and changes in criminal law relevant to schools shall be disseminated to the school administrative staff to assist them in effectively establishing and maintaining safe school environments.
- F. Will monitor the social and cultural environment to identify emerging youth gangs on the school campus. Gang prevention and early intervention strategies will be coordinated with the Sheriff's Investigative Division.
- G. SRO will participate in school-based community organization meetings for the Parent Teacher Association and School Advisory Council.
- H. SRO will meet weekly with the school principal to exchange information about current crime trends, problem areas or other areas of concern that may have the potential for disruption in the school or within the community.

Initials: _____
Agency County Dept.

SERVICE PLAN
(Purchase of Services - Long Form)

Number: _____

- I. SRO will collect evidence, dispose of illegal substances or contraband recovered at the schools, and attend and provide testimony at school disciplinary hearings when needed. The SRO will not provide any official Police Department juvenile records to the school during an administrative hearing.

IV. Payment Provisions.

- A. Payment Limit: The Agreement Payment Limit is \$201,735.
- B. Service Costs: Service costs will be based on actual costs to the Office of the Sheriff-Coroner for the services provide under this Agreement up to the line item cost detailed below.

Description	DEPUTY (6XWA) - SALARY & BENEFITS	
	FY 2009/10 - TIER A	FY 2010/11 - TIER A
Base Pay	\$6,792.00	\$6,792.00
Education Incentive	\$339.60	\$339.60
Safety Longevity	\$339.60	\$339.60
Life Insurance	\$1.25	\$1.25
F.I.C.A. (Medicare)	\$108.33	\$108.33
Retirement	\$4,514.10	\$4,896.33
Retiree Health Care	\$557.00	\$633.00
Worker Compensation	\$333.22	\$330.97
Unemployment Insurance	\$21.67	\$46.55
OPEB - Other Post Employment Benefits	\$227.05	\$227.05
Health Insurance (Medical & Dental)	\$1,223.00	\$1,290.00
Salary & Benefit/Monthly	\$14,456.81	\$15,004.68
Salary & Benefit/Yearly	\$173,481.76	\$180,056.13
Annual Uniform Allowance (retirement compensable)	\$1,452.93	\$1,500.18
Holiday Pay (13)	\$10,185.34	\$10,516.60
MAXIMUM TOTAL SALARY & BENEFIT COSTS	\$185,120.03	\$192,072.92
3 month prorated FY09-10 Deputy Salary/Benefits	\$46,280.00	
9 month prorated FY10-11 Deputy Salary/Benefits		\$144,055.00
Annual Deputy Salary/Benefits		\$190,335.00

Initials: _____

Agency

County Dept.

SERVICE PLAN
 (Purchase of Services - Long Form)

Number: _____

Vehicle Costs - Maintenance, Insurance, Replacement, Administration Fees, Fuel		\$11,400.00
AGREEMENT PAYMENT LIMIT		\$201,735.00

REGULAR PAY	OVERTIME	
09-10 Hourly Paid Rate	09-10 Hourly OT Rates	
\$43.19	\$58.89	Base Paid Rates
\$87.00	\$62.25	With Benefits

C. Cost of Living Adjustment and Labor Agreement Adjustments. Actual service costs for personnel will be affected by cost of living adjustments and negotiated labor rates through the Deputy Sheriff's Association-County Memorandum of understanding process. The Office of the Sheriff-Coroner will notify the School District of changes to labor costs within thirty (30) days of changes to negotiated labor rates through the Deputy Sheriff's Association-County memorandum of understanding process. The Office of the Sheriff-Coroner reserves the right to request amendment to this Agreement to reflect added personnel costs.

D. Payment Process. The Office of the Sheriff-Coroner will provide quarterly invoices for services rendered. The School District will make payment to the Sheriff's Office no later than 30 days from the receipt of an invoice.

V. Arrest Procedures. The following is the procedure for the arrest of students or staff.

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

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

Initials: _____
 Agency _____ County Dept. _____

SERVICE PLAN
(Purchase of Services - Long Form)

Number: _____

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

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

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

SHERIFF'S OFFICE: Office of the Sheriff-Coroner
651 Pine Street, 7th Floor
Martinez, CA 94553
ATTN: Contracts and Grants

Initials: _____
Agency

_____ County Dept.

SPECIAL CONDITIONS
(Purchase of Services - Long Form)

1. Paragraph 18. (Indemnification) of the General Conditions will be replaced in its entirety by the following:

Mutual Indemnification. The County agrees to indemnify and hold harmless Agency for the County's share of any and all claims, costs and liability for any damage, injury or death of or to any person or the property of any persons, including attorneys' fees, arising out of the willful misconduct or the negligent acts, errors or omissions of County, its officers or employees in the performance of the Agreement.

Agency agrees to indemnify and hold harmless County for Agency's share of any and all claims, costs and liability for any damage, injury or death of or any person or the property of any person, including attorneys' fees, arising out of the willful misconduct of the negligent acts, errors or omissions of Agency, its officers or employees.

Initials: _____

Agency

County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

1. **Compliance with Law.** Contractor is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hours, and conditions of employment, including nondiscrimination.
2. **Inspection.** Contractor's performance, place of business, and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the County, the State of California, and the United States Government.
3. **Records.** Contractor must keep and make available for inspection and copying by authorized representatives of the County, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the County.
 - a. **Retention of Records.** Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractor must make these records available to authorized representatives of the County, the State of California, and the United States Government.
 - b. **Access to Books and Records of Contractor, Subcontractor.** Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to the County, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of \$10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the expiration of four years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to the County, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.

This provision is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.

4. **Reporting Requirements.** Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to County in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of this Contract exceeds \$5,000.

Contractor

County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

5. **Termination and Cancellation.**
- a. **Written Notice.** This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.
 - b. **Failure to Perform.** County, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County's rights to recover damages.
 - c. **Cessation of Funding.** Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-County funding for this Contract ceases, this Contract is terminated without notice.
6. **Entire Agreement.** This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.
7. **Further Specifications for Operating Procedures.** Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and the department head, or designee, of the county department on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.
8. **Modifications and Amendments.**
- a. **General Amendments.** In the event that the Payment Limit of this Contract is \$100,000 or less, this Contract may be modified or amended only by a written document executed by Contractor and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the Payment Limit of this Contract exceeds \$100,000, this Contract may be modified or amended only by a written document executed by Contractor and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.
 - b. **Minor Amendments.** The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.
9. **Disputes.** Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.

Contractor

County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

10. Choice of Law and Personal Jurisdiction.
- a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.
 - b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.
11. Conformance with Federal and State Regulations and Laws. Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.
12. No Waiver by County. Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is the County thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.
13. Subcontract and Assignment. This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.
14. Independent Contractor Status. The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture, or association. Additionally, Contractor is not entitled to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits County provides to its employees. In the event that County exercises its right to terminate the Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.
15. Conflicts of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so employed by County within twelve months immediately preceding this Contract; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify,

Contractor

County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest.

16. **Confidentiality.** Contractor agrees to comply and to require its officers, partners, associates, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that:

a. All applications and records concerning any individual made or kept by Contractor or any public officer or agency in connection with the administration of or relating to services provided under this Contract will be confidential, and will not be open to examination for any purpose not directly connected with the administration of such service.

b. No person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.

17. **Nondiscriminatory Services.** Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none shall be used, in whole or in part, for religious worship.

18. **Indemnification.** Contractor will defend, indemnify, save, and hold harmless County and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death, or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.

19. **Insurance.** During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:

a. **Commercial General Liability Insurance.** For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business

Contractor

County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include County and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under Contractor's insurance policy or policies. For all contracts where the total payment limit is greater than \$500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of \$1,000,000, and Contractor must provide County with a copy of the endorsement making the County an additional insured on all commercial general liability, worker's compensation, and, if applicable, all professional liability insurance policies as required herein no later than the effective date of this Contract.

b. **Workers' Compensation.** Contractor must provide workers' compensation insurance coverage for its employees.

c. **Certificate of Insurance.** The Contractor must provide County with (a) certificate(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire either a new insurance policy(ies) or amend the coverage afforded through an endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.

d. **Additional Insurance Provisions.** The insurance policies provided by Contractor must include a provision for thirty (30) days written notice to County before cancellation or material change of the above specified coverage.

20. **Notices.** All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.

21. **Primacy of General Conditions.** In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.

22. **Nonrenewal.** Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.

23. **Possessory Interest.** If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this

Contractor

County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.

24. **No Third-Party Beneficiaries.** Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.

25. **Copyrights and Rights in Data.** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the County Administrator. If any material is subject to copyright, County reserves the right to copyright, and Contractor agrees not to copyright such material. If the material is copyrighted, County reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so.

26. **Endorsements.** In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of the Board of Supervisors. In its County-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.

27. **Required Audit.** (A) If Contractor is funded by \$500,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of Office of Management and Budget Circular A-133. (B) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year from any source, but such grant imposes specific audit requirements, Contractor must provide County with an audit conforming to those requirements. (C) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year; however, Contractor's records must be available for and an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office (GAO), the pass-through entity and/or the County. If any such audit is required, Contractor must provide County with such audit. With respect to the audits specified in (A), (B) and (C) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. County may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until County receives the audit from Contractor.

Contractor

County Dept.

GENERAL CONDITIONS
(Purchase of Services - Long Form)

28. **Authorization**. Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.

29. **No Implied Waiver**. The waiver by County of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.

Contractor

County Dept.

C. 62

To: Board of Supervisors

From: Warren Rupf, Sheriff-Coroner

Date: March 30, 2010



**Contra
Costa
County**

Subject: West Contra Costa Unified School District- School Resource Officer Contract

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with the West Contra Costa Unified School District, to pay the County an amount not to exceed \$201,735 for one School Resource Officer position for the period April 1, 2010 through March 31, 2011.

FISCAL IMPACT:

No County Costs. \$201,735, Revenue. Budgeted.

BACKGROUND:

The Sheriff's Office has been providing a School Resource Officer to the West Contra Costa Unified School District since spring-2006 with primary attention at the Adams Middle School, Crespi Middle School and North Campus Middle School. The presence of the School Resource Officer impacts crime rates such as vandalism, drug and alcohol abuse, gang violence on school grounds. Further, the School Resource Officer provides security, protection and safety for students and staff. The School Resource Officer will develop and maintain comprehensive safety plans and strategies aimed at reducing campus crime, improving attendance, and providing a safe, secure and peaceful school environment. The presence of the School Resource Officer has proved to be a benefit to the school, students, parents, and the community.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **04/13/2010**

APPROVED AS RECOMMENDED

OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYES **5** NOES

ABSENT ABSTAIN

RECUSE

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

ATTESTED: April 13, 2010

David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: June McHuen, Deputy

Contact: T. McCown, 5-1553

C. 62

To: Board of Supervisors

**From: Warren Rupf, Sheriff-
Coroner**

Date: March 30, 2010



**Contra
Costa
County**

Subject: West Contra Costa Unified School District- School Resource Officer Contract
cc:

CONSEQUENCE OF NEGATIVE ACTION:

CHILDREN'S IMPACT STATEMENT:

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:** August 18, 2010
From: Bruce Harter **Agenda Item:** CI C.16
Superintendent of Schools
Subject: Terence Martin Day – August 23, 2010

Background Information:

Terence Martin was a dedicated father, community member and school employee who gave his life while going to the assistance of a citizen of our community. In 2005 the Board of Education declared, in perpetuity, August 23rd as Terence Lionel Martin Day in honor of his dedication and commitment to our school district and community. August 23rd is a day to remember Terence and what he stood for and believed in: taking care of one another.

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: August 18, 2010

From: Wendell Greer,
Associate Superintendent, K- Adult Education

Agenda Item: D.2

Subject: Expulsion Process

Background Information:

The Director of Adult and Alternative Educations will report on the process of expulsion and how it works in West Contra Costa Unified School District.

Recommendation:

Report Only

Fiscal Impact:

None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

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

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education **Meeting Date:** August 18, 2010
From: Anton Jungherr **Agenda Item:** E.1
Community Member
Subject: Request to Address the Board - Campaign Contribution Limits

Background Information:

Mr. Jungherr, a resident of the West Contra Costa Unified School District, has requested an opportunity to address the Board of Education on the topic of campaign contribution limits related to ballot initiatives and trustee elections.

Mr. Jungherr has been notified that he will be allotted 10 minutes to make his presentation to the Board.

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:** August 18, 2010
From: Bruce Harter **Agenda Item:** G.1
Superintendent
Subject: Preventing School Closures in the City of Richmond

Background Information:

In 2008, the West Contra Costa Unified School District Board of Education was facing a certain return to bankruptcy without an aggressive financial recovery plan that included school closures, capping health benefits and phasing out lifetime benefits for future retirees. Like more than half the districts in the state, WCCUSD had experienced a sharp decline in student enrollment due to declining birth rate. With 5,000 fewer students than just five years earlier, the Board could no longer afford to operate all of the district's low enrollment schools.

At the December 2008 meeting, the Board approved a community involvement process to identify which schools would have to be closed. Over the next two months and with numerous opportunities for public input, a closure plan emerged. On February 9, 2009, the Board approved the closure of eight schools over a two year period. Four schools would be closed in June 2009, Castro, El Sobrante, Adams and Lake. The Board decided to close three others in June 2010, Olinda, Grant and Kennedy and in June 2011 to close Shannon as well. The City of San Pablo approved a resolution to provide funding to keep Lake School open for 2009-10 and 2010-11. The Richmond City Council agreed to provide \$1.5 million to keep Olinda, Grant and Kennedy open through the 2010-11 school year.

The Great Recession of 2009 devastated state funding for schools, causing the District to cut more than \$39 million from the budget. Employees were laid off; programs were reduced or eliminated and employee groups made concessions in workyear and benefits. To maintain some key programs, the Board used one-time federal and state funding to prevent much deeper reductions for 2010-11. But those funds go away in June 2010 and given the state's budget deficit there's no hope that the state will find funding to prevent cuts that will hurt children and curtail their futures.

Various community members including city council and board members have worked diligently over the past 18 months to find additional funding sources to keep open some or all of the remaining schools that are targeted for closure in June 2011. Other efforts to find independent funding are on-going. The City has expressed an interest in a continued support model that would provide funding to keep the schools open. It is possible that the City would be able to provide operating funds through a joint use agreement that could include Kennedy and other sites that may benefit the recreational program operated by the City such as the swim center at the Richmond Swim Center. In addition, there are preliminary conversations regarding the potential of a mutually beneficial property exchange and/or joint use agreement involving the parcel where the Martin Luther King Community Center is currently situated (adjacent to Nystrom).

Recommendation:

That the Board discuss ways that an enhanced partnership with the City of Richmond could identify funding that would allow Kennedy, Grant and Olinda to remain open.

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
Office of the Superintendent

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education

Meeting Date: August 18, 2010

From: Bruce Harter
Superintendent

Agenda Item: G.2

Subject: Attendance Improvement

Background Information:

During the budget adoption process, the Board discussed ways to improve the financial picture for the district by improving student attendance. As a follow up, staff agreed to bring back for Board discussion a summary of practices of other districts similar to WCCUSD that have a higher rate of attendance. Although WCCUSD's attendance rate is significantly higher than Oakland or San Francisco, and although the attendance rate in WCCUSD has improved over the past four years, there are other districts that have higher rates of attendance. The staff report will include practices that those districts use that have helped them achieve higher rates of attendance.

Recommendation:

That the Board discuss the findings and provide direction for next steps in WCCUSD.

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
Office of the Superintendent

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education **Meeting Date:** August 18, 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 - Baseball Field Improvements

Period Ending: 8/3/2010

Scope: Baseball Field Improvements

Construction Status:

Architect: Vallier Design Associates & DLM Architects
 Project Manager: Jose Chapa, SGI Construction Management
 Project Engineer: Marc Alojapan, SGI Construction Management
 Contractor: Bay Cities Paving & Grading, Inc.
 Inspector: Steve Cayson
 WCCUSD Mgr:

Contract Status:

Notice to Proceed:	10/28/2009			
		Original	Approved	Projected
Construction Schedule (days):	210			
Original Completion Date:	5/28/2010			
Projected Completion:	8/18/2010			

Buildings:

Progress This Period:

- Installation of New Scoreboard
- Installation of New Irrigation System
- Installation of Fencing & Backstop
- Installation of Concrete Stairs
- Installation of New Bleachers
- Installation of New Player's Bench
- Installation of New Playing Field Sod
- Installation of Anti-Graffiti Coating on Retaining Walls
- Tree Planting and Landscaping

Anticipated Progress Next Period:

- Installation of New Playing Field Sod Continuation
- Installation of Anti-Graffiti Coating Continuation
- Tree Planting and Landscaping Continuation
- Installation of Metal Railings & Guard Rails

Schedule Assessment/Update:

Construction Duration (Calendar Days):	210
Construction Calendar Days Elapsed:	279
Construction Calendar Days Remaining:	-69
Percent of Contract Calendar Days Elapsed:	132%
Percent of Construction Completed:	95%

Percentage of Work Done	95%	Total Project
--------------------------------	------------	----------------------

Proposed Changes:

- None to Date.

General Comment:

- Notice of Award issued on October 12, 2009.
- Notice to Proceed issued on October 28, 2009.
- Construction Schedule impacted due to Rain and Wet-Soil Condition.

Progress Photos: 8/3/2010



New Bleacher Installation



Playing Field Sod Installation & Irrigation System Testing



Tree Planting & Landscaping

PROJECT STATUS REPORT

De Anza High School - Replacement Campus

Period Ending: 8/3/2010

Scope: Replacement Campus

Construction Status:

Architect: DLM Architects
 Project Manager: Jose Chapa, SGI Construction Management
 Project Engineer: Marc Alojegan, SGI Construction Management
 Contractor: Wright Contracting Inc.
 Inspector: Steve Cayson
 WCCUSD Mgr:

Contract Status:

Notice to Proceed:	05/17/2010	Original	Approved	Projected
Construction Schedule (days):	1,080			
Original Completion Date:	05/01/2013			
Projected Completion:	05/01/2013			

Buildings:

Building 1	Administration & Library
Building 2 & 3	Theater & Arts/Delta School
Building 4	Special Education
Building 5	Science
Building 6 & 7	Classrooms
Building 8	Gymnasium
Building 9	Cafeteria
Building 11, 12, & 13	Lobby, Breezeway, & Entrance Structure

Progress This Period:

- Sewer Underground Utilities Installation
- Building 2--Survey/Layout & Excavate Footings
- Building 2--Install Footing Rebar
- Building 8--Survey/Layout & Excavate Footings
- Building 9--Survey/Layout & Excavate Footings
- Building 9--Sleeve Footing & Install Footing Rebar
- Building 9--Install Footing Templates/Curb Forms
- Building 9--Install MEP Rough-Ins at Curb

Anticipated Progress Next Period:

- Sewer Underground Utilities Installation Continuation
- Storm Drain Underground Utilities Installation
- Building 2--Footing Rebar Installation Continuation
- Building 2--Footing Template Installation
- Building 8--Excavate Footing Continuation
- Building 8--Sleeve Footing & Install Footing Rebar
- Building 8--Install Footing Templates/Curb Forms
- Building 9--Install Footing Anchor Bolts
- Building 9--Pour Footings, Curbs, & Grade Beams
- Building 9--Install Deep MEP Piping

Schedule Assessment/Update:

Construction Duration (Calendar Days):	1,080
Construction Calendar Days Elapsed:	78
Construction Calendar Days Remaining:	1,002
Percent of Contract Calendar Days Elapsed:	7%
Percent of Construction Completed:	6%

Percentage of Work Done **6%** **Total Project**

Proposed Changes:

- None to Date.

General Comment:

- Notice of Award issued on April 14, 2010.
- Notice to Proceed issued on May 17, 2010.

Progress Photos: 8/3/2010



Site Electrical Utilities Installation



Building 8 Gymnasium Footing Excavation



Building 2 Theater Footing Rebar Installation

PROJECT STATUS REPORT

Dover Elementary School - Increment 2

Period Ending: 8/3/2010

Scope: Increment 2

Construction Status:

Architect: HY Architects, Inc.
 Project Manager: Joe Cavanagh, SGI Construction Management
 Project Engineer: Rod Sias, SGI Construction Management
 Contractor: Alten Construction, Inc.
 Inspector: Kris Gilbert
 WCCUSD Mgr:

Contract Status:

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

Buildings:

Phase 2 Building "A"

Progress This Period:

- Brown Coat on Stucco – COMPLETED.
- Color Coat on Exterior Stucco – COMPLETED.
- Prime Door Frames – COMPLETED.
- Prime Doors – COMPLETED.
- Prime Electrical Rooms – COMPLETED.
- Paint Electrical Rooms – COMPLETED.
- Install Hardi Panels at Pop Outs – COMPLETED.
- Electrical Room Finishes – COMPLETED.
- Scratch Coat West & East "Pop-outs." – COMPLETED.
- Electrical Room Finishes – COMPLETED.
- Installation of Door Frames & Window Assembly – COMPLETED.

Anticipated Progress Next Period:

- Fire Sprinkler Rough-in (WORK IN PROGRESS)(DSA Approved).
- Installation of Gyp Board – IN PROGRESS.
- Mud & Tape on Gyp Board – IN PROGRESS.
- Electrical Rough-in above Ceiling – IN PROGRESS.
- Plumbing Rough-in - IN PROGRESS.
- HVAC Rough-in – IN PROGRESS.
- Hang Mechanical Duct Work – IN PROGRESS.

Schedule Assessment/Update:

Construction Duration (Calendar Days): 1,110
 Construction Calendar Days Elapsed: 411
 Construction Calendar Days Remaining: 699
 Percent of Contract Calendar Days Elapsed: 37%
 Percent of Construction Completed: 34%

Percentage of Work Done 34% Total Project

Phase	Increment	Percentage
Phase 1--Demolition & Site Work	Increments 1 & 1A	100%
Phase 2--Building "A"	Increment 2	48%
Phase 3--Building "B" & "C"	Increment 2	0%
Phase 4--Demo & Playground	Increment 2	0%

Proposed Changes:

- None

General Comment:

- Construction of Roof in Building "A" (North & South) impacted by adverse weather (February, March, April).
- Formal Schedule Recovery to be submitted after the rain season.

Progress Photos: 8/3/2010



Bldg "A" (North) Color Coat on Exterior Stucco



Bldg "A" (North) Install-Gyp Board with Mud and Type



Bldg "A" (South) Lath & Plaster/Window/Bldg Waterproofing

PROJECT STATUS REPORT

El Cerrito High School - Utility Removal and Misc. Site Work

Period Ending: 8/3/2010

Scope: Utility Removal and Misc. Site Work

Construction Status:

Architect: WLC Architects
 Project Manager: Sony Perkins, SGI Construction Management
 Project Engineer:
 Contractor: Michael Paul Company, Inc.
 Inspector: Steve Cayson
 WCCUSD Mgr:

Progress Photos: 8/3/2010



Excavation/Grading of Old Campus

Contract Status:

Notice to Proceed:	03/15/2010	Original	Approved	Projected
Construction Schedule (days):	169			
Original Completion Date:	03/15/2010			
Projected Completion:	08/31/2010			

Buildings:

Temp Campus Utility Disconnect/Site Work

Progress This Period:

Removed asphalt
 Grading
 Cap all utilities
 Relocated and re-assembled field portable
 Tree Removal
 Install Jute Mesh



Trees Removed along Ashbury Ave.

Anticipated Progress Next Period:

Substantial Completion conduct Punch List Walk-Thru

Schedule Assessment/Update:

Construction Duration (Calendar Days):	169
Construction Calendar Days Elapsed:	141
Construction Calendar Days Remaining:	28
Percent of Contract Calendar Days Elapsed:	83%
Percent of Construction Completed:	99%

Percentage of Work Done 99% Total Project

Proposed Changes:

Remove contents from 25 storage containers
 ASI #1 (Erosion Control)
 Re-assemble Field Portable

General Comment:



AB Pad for Field Portable

PROJECT STATUS REPORT

Ford Elementary School - Building

Period Ending: 8/3/2010

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

Construction Status:

Architect: Sally Swanson Architects
 Project Manager: Lewis Brower, SGI Construction Management
 Project Engineer: Rod Sias, SGI Construction Management
 Contractor: Alten Construction, Inc.
 Inspector: Mark Eriksen

Contract Status:

Notice to Proceed:	10/12/2009		
		Original	Approved
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 (South); Wood Framing nears completion at Roof.
- Area A (North); Wood Framing nears completion at 2nd Floor, Roof and Tower. (less Tower Roof).
- Area B; Slab-On-Grade and Structural Steel complete, 1st Floor Framing and 2nd Floor Joists & Decking well underway.
- Areas A & B; Electrical, Mechanical & Plumbing Rough-Ins continue as areas are developed.
- Area C; Footings, Stage Stem Walls, Structural Steel and Underground Plumbing complete; Underslab Electrical Utilities well underway; Backfill @ the Stage preparations underway.
- Site; northwest Retaining Wall Footings complete, Forming of Retaining Wall underway.

Anticipated Progress Next Period:

- Area A; Near completion of all Wood Framing.
- Area B; Wood Framing @ 1st & 2nd Floors continues, Roof Framing commences.
- Areas A & B; Continue Electrical, Mechanical & Plumbing Rough-Ins..
- Area C; Complete Concrete Stage Slab and Slab-On-Grade, Complete Stage Foundation.
- Site; complete northwest Retaining Wall, West Flow-Through Planter and Garden Shed Foundations commence.

Schedule Assessment/Update:

Construction Duration (Calendar Days):	600
Construction Calendar Days Elapsed:	305
Construction Calendar Days Remaining:	295
Percent of Contract Calendar Days Elapsed:	50%
Percent of Construction Completed:	39%

Percentage of Work Done

Total Project

Site Development	20%
Building; Area A	56%
Building; Area B	14%
Building; Area C	12%
Site Finish	0%

Proposed Changes:

- Miscellaneous issues resulting from AOR issued ASI's and GC RFI Process.
- Impact of Adverse Weather & Site Conditions and possible relationship with Dimensional issues.

General Comment:

- Schedule Recovery continues.

Progress Photos: 8/3/2010



Area B; 2nd Floor Joists & Decking Progress



Area B; Blocking of 2nd Floor Joists Continues



Area C; Underslab Electrical Utility Advances

PROJECT STATUS REPORT

Hercules Middle/High School - Playfield Lighting

Period Ending: 8/2/2010

Scope: Playfield Lighting

Construction Status:

Architect: WLC Architects
 Project Manager: Willie Robinson, WJR, Inc.
 Project Engineer:
 Contractor: Bleyco Incorporated
 Inspector: Steve Cayson
 WCCUSD Mgr:

Contract Status:

Notice to Proceed: 06/02/2010

	Original	Approved	Projected
Construction Schedule (days):	135	135	0
Original Completion Date:	10/15/2010		
Projected Completion:	10/15/2010		

Buildings:

Base Bid - F1 thru F4 Stadium Lights, Pole Fdns., Underground Trench, etc.

Progress This Period:

- Completed site work and demolition.
- Completed underground trenching and conduit ductbanks.
- Completed the delivery and installation of pre-cast pole foundations.
- Started wiring and cable pulling.
- Started wiring distribution
- Ordered light poles and fixtures.
- Ordered public address system.

Anticipated Progress Next Period:

- Receive delivery of light poles, arms and fixtures.
- Assemble and erect light standards.
- Install public address systems
- Complete wiring distributions.
- Complete final clean-up and close-out.

Schedule Assessment/Update:

Construction Duration (Calendar Days):	135
Construction Calendar Days Elapsed:	61
Construction Calendar Days Remaining:	74
Percent of Contract Calendar Days Elapsed:	45%
Percent of Construction Completed:	49%

Percentage of Work Done **49%** **Total Project**

Site Work & Underground Utilities	90%	22%
Raceway, Fittings & Boxes	100%	.4%
Wiring & Cabling	10%	13%
Distribution	20%	1%
Sports Ltg. Sys. Fdn. Bases	100%	18%
Sports Ltg. Sys. Poles & Fixtures	10%	27%
Public Address System	10%	15%
Allowance	0%	4%

Proposed Changes:

- Increase the size of two existing electrical pull boxes to accommodate bulk electrical cables to be pulled.

General Comment:

- The Base Bid is on schedule to be completed with-in the time allocated. The Contractor is awaiting the District's decision to release the NTP for the Alternate.

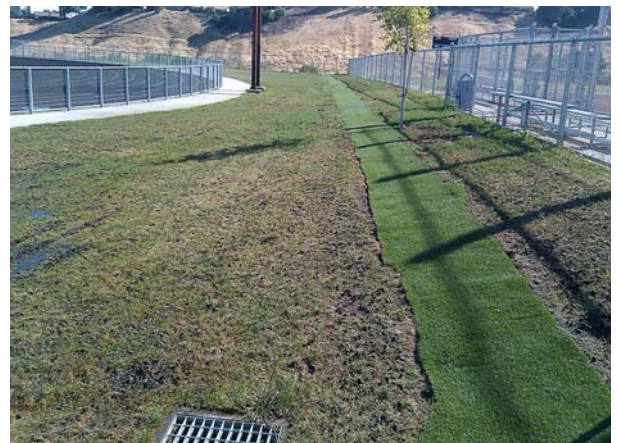
Progress Photos: 8/2/2010



Drilling Pole Foundation at F-2



Installed Foundation Base at F-4



Restored Sod over the Ductbank Trench at east end of Stadium

PROJECT STATUS REPORT

Hercules Middle/High School - Quad Landscape & Teachers Parking Lot

Period Ending: 8/3/2010

Scope: Quad Landscape & Teachers Parking Lot

Construction Status:

Architect: WLC Architects
 Project Manager: Willie Robinson, WJR, Inc.
 Project Engineer: Kister, Savio & Rei
 Contractor: McNabb Construction, Inc.
 Inspector: Steve Cayson
 WCCUSD Mgr:

Contract Status:

Notice to Proceed: 03/29/2010

	Original	Approved	Projected
Construction Schedule (days):	63	63	60
Original Completion Date:	05/31/2010		
Projected Completion:	8/13/2010		

Buildings:

Quad Landscaping Site Drainage; Seat walls; Pltg & Irrig; Pvg & Furn.
 Teachers Parking Lot Excav; Grading; Drainage; Pvg; Curbs & Stripping

Progress This Period:

- Complete Parking Lot & Court Yard Drainages.
- Complete Backfill & Compaction of finish Grade at Parking Lot & Court Yard.
- Complete Patio Walkway Concrete.
- Complete Stairs and ADA Ramps at Portables.
- Complete Parking Lot Paving & Striping.

Anticipated Progress Next Period:

- Set Hand Railing at Stairs & ADA Ramp at Portables.
- Complete Court Yard Resilient Surfacing
- Install Plantings.
- Install Furnishings.
- Install Irrigation System.

Schedule Assessment/Update:

Construction Duration (Calendar Days):	63
Construction Calendar Days Elapsed:	127
Construction Calendar Days Remaining:	-64
Percent of Contract Calendar Days Elapsed:	201%
Percent of Construction Completed:	80%

Percentage of Work Done **80%** **Total Project**

Mobilization; Demo & Clearing	100%	11%
Grading/Export; Trench & Drains	100%	17%
Concrete Works	100%	20%
AC Paving; Slurry Seal & Striping	0%	24%
Site Furnishings	0%	4%
Court Yard Hardscape	0%	15%
Landscape Planting & Irrigation	75%	7%
ADA Accessibility	100%	2%

Proposed Changes:

Add Hand Railing to the ADA Ramp at the south entrance of the Portables.
 Add Decomposed Granite to the Bicycle Rack area adjacent to the Administration Building.

General Comment:

The work continuous to proceed well. The Contractor is anticipating finishing this work before fall classes begins.

The final time extension has been requested to extend the job to August 15, 2010.

Progress Photos: 8/3/2010



ADA Ramp at South End of Portables looking west



Completed Teacher's Parking Lot



Placing of Concrete at Patio Area

PROJECT STATUS REPORT

Juan Crespi Middle School - Fire Reconstruction

Period Ending: 8/3/2010

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
 WCCUSD Mgr:

Progress Photos: 8/3/2010



Admin. Area

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 Bldg.

Progress This Period:

- Installation of Tack boards
- TV Brackets/White boards
- Fire Alarm Testing
- Flooring Carpet/Marmoleum
- Painting
- Bogen Multicom 2000
- Low Voltage
- HVAC Controls
- Door installation
- Acoustical Ceilings
- Protective Coatings
- Signage

Anticipated Progress Next Period:

Generate Punch list and make corrections for completion

Schedule Assessment/Update:

Construction Duration (Calendar Days):	426
Construction Calendar Days Elapsed:	316
Construction Calendar Days Remaining:	110
Percent of Contract Calendar Days Elapsed:	74%
Percent of Construction Completed:	99%



Principal's Office

Percentage of Work Done	99%	Total Project
--------------------------------	------------	----------------------

Proposed Changes:

General Comment:

Substantial Completion ahead of schedule



Classroom

PROJECT STATUS REPORT

Kennedy High School - Restroom Improvements

Period Ending: 8/3/2010

Scope: Restroom Improvements

Construction Status:

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

Contract Status:

Notice to Proceed:	10/12/2009	Original	Approved	Projected
Construction Schedule (days):	424			
Original Completion Date:	12/10/2010			
Projected Completion:	12/10/2010			

Buildings:

300-1, 300-2, 600-1,... Buildings 100-800 Restrooms
 Phase 2 Restrooms

Progress This Period:

- Hollow Metal Door Frames - Phase 2 - 100%
- Concrete Pour - Phase 2 - 100%
- Mortar Bed Placement - Phase 2 - 80%
- Drywall Installation - Phase 2 - 100%
- Install Ceramic Tile - Phase 2 - 90%
- Bathroom Accessories - Phase 2 - 70%
- Painting - Phase 2 - 95%
- Install Doors and Access Doors - Phase 2 - 98%
- Mobilization - Phase 3 - 100%
- Slab and Demo. Removal - Phase 3 - 100%
- Rough MEP - Phase 3 - 90%
- Wood Framing - Phase 3 - 70%

Anticipated Progress Next Period:

- Complete Installation of Access Doors - Phase 2
- Complete Painting - Phase 2
- Complete Installation of Bathroom Accessories - Phase 2
- Complete Ceramic Tile - Phase 2
- Complete Mortar Bed Placement - Phase 2
- Complete Ceramic Tile - Phase 2
- Apply Anti-Graffiti Coating - Phase 2
- Install Low Voltage - Phase 2
- Punchlist - Phase 2
- Mortar Bed Placement - Phase 3
- Ceramic Tile Building 500 - Phase 3
- Complete MEP - Phase 3
- Complete Wood Framing - Phase 3

Schedule Assessment/Update:

Construction Duration (Calendar Days):	424
Construction Calendar Days Elapsed:	333
Construction Calendar Days Remaining:	91
Percent of Contract Calendar Days Elapsed:	78%
Percent of Construction Completed:	75%

Percentage of Work Done **75%** **Total Project**

Proposed Changes:

- Add Lighting in A & B Corridor Bathrooms
- Create Office in Building 500
- Add Tack Board in Building 300

General Comment:

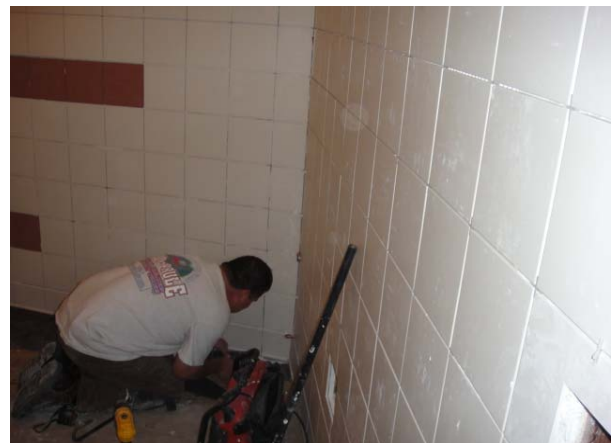
Progress Photos: 8/3/2010



Concrete Pour - Administration Bathroom



Concrete Pour - ADA Sidewalk



Ceramic Tile - Bldg. A Bathroom

PROJECT STATUS REPORT

King Elementary School - Increment 2 New Construction

Period Ending: 8/3/2010

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

Construction Status:

Architect: Quattrocchi Kwok Architects
 Project Manager: Alaric Robinson, Amanco Inc.
 Project Engineer: Eddie Law, SGI Construction Management
 Contractor: West Bay Builders
 Inspector: Mark Eriksen
 WCCUSD Mgr:

Contract Status:

Notice to Proceed: 03/25/2009

	Original	Approved	Projected
Construction Schedule (days):	720	9	60
Original Completion Date:	03/15/2011		
Projected Completion:	6/23/2011		

Buildings:

A Single Story - classrooms, library and admin areas
 B Two Story - classrooms
 C Sing Story - multi-use with stage and kitchen

Progress This Period:

- Building A:
- Prime, tape and texture, paint walls; install and paint doors; door hardware; stucco - brown, top and finish coat; ceiling grids; tiles and grout; bathroom fixtures and accessories; interior and exterior wood trims; wall tack-boards, asphalt shingles; cabinets; remove scaffold; furnaces; skylight; electrical equipments
- Building B:
- Gypsum boards and insulation, tape and texture; stucco - scratch, brown and top coat; HVAC ducts; sprinklers; gypcrete; skylight; shingles
- Building C:
- Gypsum boards, tape and texture; stucco - scratch, brown and top coat; sprinklers; electrical conduits
- Site:
- CMU trash and electrical enclosure; concrete pour transformer pad; over-excavate, grade and concrete pour sidewalks and street drop-off areas; irrigation line excavation and install; seat walls form and concrete pour; base rock and grade at courtyard areas

Anticipated Progress Next Period:

- Building A:
- Paint walls; door install and hardware; stucco - finish coat; ceiling grids; cabinets and tack-board walls; interior and exterior wood trims; furnaces; electrical equipments; asphalt shingles; flooring; remove scaffold
- Building B:
- Hang gypsum boards and tape; stucco - top and finish coat; sprinklers; tiles and grout; cabinets; elevator; asphalt shingles;
- Building C:
- HVAC ducts; gypsum boards and tape; paint; fire sprinklers; plywood paneling; trims; stucco - top and finish coat
- Site:
- Street flat work; PG&E tie-in; canopy; irrigation at courtyard, flatwork at courtyard

Schedule Assessment/Update:

Construction Duration (Calendar Days):	720
Construction Calendar Days Elapsed:	496
Construction Calendar Days Remaining:	224
Percent of Contract Calendar Days Elapsed:	68%
Percent of Construction Completed:	68%

Percentage of Work Done 68% Total Project

Proposed Changes:

None

General Comment:

None

Progress Photos: 8/3/2010



Building A Main Entrance: Canopy Steel



Building B 2nd Floor: Skylight



Site: Transformer Pad w/ Stucco Work at C

PROJECT STATUS REPORT

Pinole Middle School - Modernization Phase II

Period Ending: 8/3/2010

Scope: Modernization Phase II

Construction Status:

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

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:

Building A	Buildings A-1 thru-5
Building M	Kitchen

Progress This Period:

- Rough grade and off haul complete
- Storm drain 50% complete
- Insulation 80% complete
- Door frames 90% complete
- Fire line 50% complete

Anticipated Progress Next Period:

- Fire line complete
- Storm drain complete
- Door frames complete
- Water system complete
- Sewer system complete

Schedule Assessment/Update:

Construction Duration (Calendar Days):	425
Construction Calendar Days Elapsed:	302
Construction Calendar Days Remaining:	123
Percent of Contract Calendar Days Elapsed:	71%
Percent of Construction Completed:	50%

Percentage of Work Done **50%** **Total Project**

Proposed Changes:

Replacement of old water main and one additional valve to isolate bldgs. B & C

General Comment:

Will complete paving of fire access road prior to students arriving on 8-24-10.

Progress Photos: 8/3/2010



Rough graded fire access road



Expansive material removal in parking lot



Finish graded courtyard ready for utility installation