

**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**  
January 5, 2011

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT  
BOARD OF EDUCATION  
MEETING AGENDA  
JANUARY 5, 2011**

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**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](http://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.

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**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.

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**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.

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"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: December 8, 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 January 5, 2011.

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 January 5, 2011. 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, dated January 5, 2011.

Recommendation:

Recommend Approval

Fiscal Impact:  
Additional revenue for schools

**\*CI C.4 Contracted Services**

Comment:  
Permission is requested of the Board of Education to approve contracts for services as detailed, dated January 5, 2011.

Recommendation:  
Recommend Approval

Fiscal Impact:  
As noted per contracts summary

**\*CI C.5 Summary of Vendor Warrant Reports**

Comment:  
The provided summaries of Payroll and Vendor Warrants issued during the month of November.

Total of payroll warrants (November 2010):	\$ 9,767,874.00
Total of vendor warrants (November 2010):	\$20,431,235.00

Recommendation:  
Recommend approval of the payroll and vendor warrant reports

Fiscal Impact:  
As noted

**\*CI C.6 Adoption of Resolution No. 42-1011: Replacement of Outdated Warrant**

Comment:  
Government Code Section 298029(c) allows the governing board, by resolution, to order a replacement check be issued for a warrant that is stale dated. This resolution authorizes the issuance of a check to replace the outdated warrant for Denice Staubus. Staff recommends replacement of the stale dated warrant.

Recommendation:  
Recommend Approval

Fiscal Impact:  
None

**\*CI C.7 Notices of Completion: Bid J068247 Helms Middle School Road 20 Street Improvements**

Comment:  
Substantial completion notice has been received for: Bid J068247.

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

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

Alaniz Construction, Helms Road 20 Street Improvements Bid J068245

Recommendation:

Recommend approval of these notices of completion

Fiscal Impact:

None

**\*CI C.8 Certificated Board Authorization - Education Code 44285.3**

Comment:

Ed Code 44285.3 allows the Governing Board of a school district to authorize the holder of a multiple subject, standard elementary, single subject or standard secondary, with his or her consent, to teach departmental classes in grades K-12 provided the teacher has adequate knowledge of subject matter.

Recommendation:

Recommend Approval

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 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.11 Citizens' Bond Oversight Committee (CBOC) Appointments**

Comment:

Eduardo Martinez has been appointed by Richmond Mayor Gayle McLaughlin as her new representative to the Citizens' Bond Oversight Committee, and LaShonda Wilson as the alternate.

Norma Martinez-Rubin has been appointed by Contra Costa County Supervisor Gayle Uilkema, District 2, as her representative for the CBOC with Ross Tolman and George parsons as alternates.

Joanne Ward, Vice Mayor, has been appointed by Hercules Mayor Nelson Balico as his representative for the CBOC.

Recommendation:  
Recommend Approval

Fiscal Impact:  
None

**\*CI C.12 Lupine Hills Elementary School Window, Exterior Wall, and Roof Repairs Project Contract Award**

Comment:

Harding Elementary School has experienced ongoing moisture intrusion issues. Grossman Design Group, roofing and water proofing consultant, was retained by the District to assist in repairs and upgrades to building envelopes systems. Work scope includes repairs of roofs, flashings, cracks in exterior walls and replacement/repair of windows. The District conducted a public bid process for this project. Bids were opened on November 18, 2010. There was a lone bid by Pinguelo Construction for \$61,270. The District revised estimate is \$78,324.

The lowest responsive, responsible bidder is Pinguelo Construction at \$61,270.

Recommendation:  
Award contract to lowest responsive, responsible bidder for project as noted

Fiscal Impact:  
\$61, 270 for the Lupine Hills project. Funded from the Measure J Bond.

**\*CI C.13 Approval of Contract for De Anza High School Interim Warming Kitchen**

Comment:

De Anza High School recently suffered extensive damage to the kitchen area of the Multipurpose Building. Staff had taken necessary action to clean up the fire and smoke damaged areas. The fire damaged kitchen is currently sealed off and food services are provided daily through a mobile kitchen. A new temporary kitchen had been delivered to the site, and there is need to provide underground utilities including water, sewer, electrical and low voltage for complete functionality. The District engaged in a public bid process to select the vendor for the installation of the underground utilities. Public bids were opened on December 2, 2010. Five vendors submitted bids. They are as follows: Rodan Builders for \$276,000; Kin Wo for \$164,000; Albay Construction for \$177,000; B-Side Inc. for \$128,000 and ERA Construction for \$170,000.

B-Side Inc. appears to be the lowest responsive, responsible bidder.

Recommendation:

Award contract to lowest responsive, responsible bidder for De Anza High School Interim Warming Kitchen

Fiscal Impact:

Insurance Funds

**\*CI C.14 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 Services:

Total for this action: \$258,877. Funding sources as noted.

**\*CI C.15 Ratification and Approval of Negotiated Change Orders**

Comment:

Staff is seeking ratification of change orders on the following current District construction projects: DeAnza High School Replacement Campus; El Cerrito High School Field Office Demolition. Change Orders are fully executed by the District upon signature by the Superintendent's designee. Board ratification is the final step required under state law in order to complete payment and contract adjustment.

Recommendation:

Ratify negotiated Change Orders as noted

Fiscal Services:

Total ratification and approval by this action: \$28,968.00

**\*CI C.16 Resolution No. 41-1011: Fred Korematsu Day of Civil Liberties and the Constitution**

Comment:

Mr. Fred T. Korematsu was an American, who had the courage during World War II, to refuse to comply with federal orders resulting in the internment of 120,000 Japanese Americans because he believed the action went against the basic freedoms guaranteed by the U.S. Constitution.

The California Legislature passed AB 1775, the Fred Korematsu Day of Civil Liberties and the Constitution and Governor Arnold Schwarzenegger signed this bill into law on September 23, 2010, recognizing Mr. Korematsu for his courage and history made by his arrest, conviction, and the ultimate overturning of that conviction.

The West Contra Costa Unified School District Board of Education encourages all schools and teachers to observe the Fred T. Korematsu Day of Civil Liberties and the Constitution on January 30, or the days surrounding it, and conduct exercises commemorating the life of Mr. Korematsu and recognize the importance of preserving civil liberties, even in times of real or perceived crisis.

Recommendation:

Recommend Approval

Fiscal Services:

None

**\*CI C.17 Approval of Board Member Attending California Association for Bilingual Education Annual Conference**

Comment:

Board Bylaw 9250 stipulates members of the board shall be reimbursed for allowable expenses incurred in attending any meetings or in making any trips on official business of the school district when so authorized in advance by the Board of Education. (Education Code 35044). Board member Medrano has expressed interest in attending the California Association for Bilingual Education Conference (CABE), to be held in Long Beach. The conference dates are March 23 – 26, 2011 at the Long Beach Convention Center. Expenses including registration, travel, food and lodging are estimated to total approximately \$1800.00. Funds for Board travel and conference are budgeted and there is sufficient funding within that budget.

Recommendation:

That the Board authorizes attendance to the CABE Annual Conference 2011

Fiscal Services:

General Fund



**\*CI C.18 Affirmation of 2010 – 2011 Board of Education Meeting Schedule**

Comment:

Affirm the previously adopted schedule of regular meetings in 2011 including: January 5, January 19, February 2, February 16, March 2, March 16, April 13, May 4, May 18, June 1, June 29, July 13, July 27; and

Adopt the following additional dates for meetings in 2011: August 17, September 7, September 21, October 5, October 19, November 2, November 16, December 7.

Recommendation:

Recommend Adoption

Fiscal Services:

None

**\* C.19 Adding 6<sup>th</sup> Grade at Madera Elementary**

Comment:

In February 2009, the Board approved changes to grade configurations for several schools as a result of the school closure plan. One consequence of that action was to leave only Ford elementary in Richmond and Madera Elementary in El Cerrito with a K-5 configuration among all the elementary schools south of Hercules. In 2010, the Board approved, at the request of the Ford school staff, allowing Ford to add a 6<sup>th</sup> grade for 2010-11. During the public hearings about the temporary location of Portola Middle School in January of 2010, parents of Madera Elementary requested that Madera be allowed to add a 6<sup>th</sup> grade for the 2011-12 school year.

As a result of attendance area expansion in 2004 and an increasing number of out-of-attendance area transfers into the school, Madera does not have space to add 6<sup>th</sup> grade. Madera currently has 61 students in fifth grade who are assigned into one fifth grade class and one fourth-fifth combination class. If state funding remains stable for 2011-12 it is likely that the school will need space for two classes in order to house 6<sup>th</sup> graders at the school.

At the November 17, 2010 meeting, the Board discussed four options for creating space at Madera so that sixth grade students could attend there. The consensus of the Board was to approve adding 6<sup>th</sup> grade at Madera beginning with the 2011-12 school year and to do so by either adding relocatable classrooms or consolidating space within the school but not by rescinding current student transfers to Madera. Board members also indicated that they would consider attendance area changes if warranted in the future but not for the 2011-12 school year.

Recommendation:

That the Board approves the addition of 6<sup>th</sup> grade at Madera beginning with the 2011-12 by adding up to two relocatable classrooms if necessary.

Fiscal Impact:

Up to \$150,000 from the capital fund

\* **C.20 Richmond College Prep Operational Memorandum of Understanding**

Comment:

The charter was conditionally approved by the Board on July 7, 2010. This is to ratify the operational Memorandum of Understanding between West Contra Cost Unified School District and Richmond College Prep, which defines our terms of operation.

Recommendation:

Recommend Approval

Fiscal Impact:

Cost recovery for charter operation

\* **C.21 Richmond College Prep Special Education Memorandum of Understanding**

Comment:

The charter was conditionally approved by the Board on July 7, 2010. This is to ratify the Special Education Memorandum of Understanding (MOU) between West Contra Cost Unified School District and Richmond College Prep, which defines our terms of operation.

Recommendation:

Recommend Approval

Fiscal Impact:

Cost recovery for charter operations

\* **C.22 Second List of Single Plans for Student Achievement (SPSAs)**

Comment:

The Single Plan for Student Achievement serves as a vehicle for communicating information about a school's vision, initiatives to improve academic achievement, as well as a description of how supplemental categorical funds from the Consolidated Application are used to support these efforts. School plans describe legally-mandated requirements and comprehensive programmatic information that includes:

- a description of how parents are involved in the school program;
- Adequate Yearly Progress (AYP) data analysis and assessment of student learning;
- an action plan for improving student achievement and closing the achievement gap;
- a plan to improve attendance; and
- a plan to promote a safe, welcoming and disciplined learning environment.

Training and support are provided to assist schools in using the template, analyzing data and completing the SPSAs. The plans are developed and approved by the School Site Councils (SSCs).

The SPSAs for this second round are available for review on the District website and at the Educational Services Department located at the Vista Campus. This final round includes: Collins, DeAnza, DeJean, El Cerrito, Ford, Gompers, Hercules Middle and High, Montalvin, Ohlone, Pinole Valley High, and Stege.

Recommendation:  
Recommend Approval

Fiscal Impact:  
Categorical Revenue

**D. AWARDS, RECOGNITIONS, AND REPORTS**

\* **D.1 Standing Reports**

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

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

\* **D.2 In Memory of Members of the School Community**

Comment:

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

Theodore (Ted) Abreu began working as a teacher at Pinole Jr. High in what was then the Pinole-Hercules Union School District. In 1965 he became a counselor at Pinole Jr. High. From 1981 through 1985 he was a counselor at Richmond High. For the 1985-86 school year Ted served as the Dean at El Cerrito High. He then moved to Pinole Valley High where he was a Dean for two years before becoming a Vice Principal. In 1990 he became the Vice Principal of Kennedy High, promoting to Principal in 1991. In 1997 Ted became the Principal of Middle College High where he remained until his retirement in June of 2000.

Michael Russell began working for the District in October of 1999 as an NSH teacher at Helms Middle School. He worked at Bayview Elementary as an RSP teacher for the 2000 – 2001 school year. In 2001 he worked at Collins as an SH-I teacher. However by the end of September that year he was splitting his time as an RSP teacher between Lake Elementary and Manzanita Charter School. In 2002 he returned to Bayview Elementary where he worked as the RSP teacher until his retirement in June of 2010.

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

Recommendation:  
For Information Only

Fiscal Impact:  
None

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

\* **E.1 Superintendent’s Report**

\* **E.2 Request to Address the Board: Nicole Williams**

Comment:  
Ms. Nicole Williams has requested time to address the Board regarding a complaint about Downer Elementary School.

Recommendation:  
For Information Only

Fiscal Impact:  
None

\* **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**

\* **F.1 Presentation of the 2009-10 Audit Report by Perry-Smith, LLP**

Comment:  
Matthew Nethaway, Partner, Assurance Services, Perry-Smith LLP, will present their independent audit report of the West Contra Costa Unified School District’s financial position, internal control, and federal and state compliance for the year ended June 30, 2010.

Recommendation:  
Staff recommends acceptance of the audit report

Fiscal Impact:

None

\* **F.2 Student Reassignment for Shannon Elementary**

Comment:

In February 2009, the Board approved a comprehensive school closure plan. Over the previous six years, enrollment in WCCUSD had declined by more than 5,000 students and the District could no longer afford to operate as many schools as it had in the past. The closure plan included a phased closure for schools. Shannon Elementary was scheduled to close at the end of the 2010-11 school year.

WCCUSD staff has developed a reassignment plan for Shannon students. Students who currently attend Shannon and who live in the Shannon attendance area would be reassigned to Collins Elementary, Tara Hills Elementary or Montalvin Manor Elementary. Students who have transferred into Shannon would be reassigned to their home attendance area schools.

The Board reviewed proposed attendance areas for Shannon students at November 17, 2010 meeting. Staff met with parents at Shannon on November 23. As a result of parent input, modifications were made to the original proposal. Staff will provide information about the new attendance areas so that parents can participate in the kindergarten registration and intradistrict transfer processes.

Staff used the information gathered from parents to revise the student assignments plans and brought those plans back to the Board for a public hearing on December 8 and for final approval on January 5, 2011.

Recommendation:

That the Board approves the student attendance areas for students who currently live in the Shannon attendance area beginning with the 2011-12 school year.

Fiscal Impact:

Estimated net savings of \$300,000 annually as a result of closing of Shannon

\* **F.3 Public Hearing – Notice of the West Contra Costa Unified School District’s intent to apply to the California Department of Education for a 60-day extension to the 2010 School Accountability Report Card (SARC) reporting deadline of February 1, 2011**

Comment:

School districts are charged with issuing a SARC for each school in the district, and making the SARC available to parents online or in hard copy by February 1 of each year. At the November State Board of Education (SBE) meeting, the SBE approved the 2010-11 SARC template and at the same time it was announced that, because of budget and staffing reductions, California Department of Education (CDE) staff would no longer be able to prepopulate the SARC templates with much of the data as in years past. This process change will require school districts and sites to take on additional duties related to manually gathering and inputting the data required for the SARC.

Because of the lateness in approving the SARC template and this new process change, districts can request a 60-day extension from the statutorily required posting date of February 1 to ensure that they have sufficient time to complete accurate and up-to-date SARCs for parents and community members.

The general waiver request application is due on January 7, for consideration at the January 12-13, SBE meeting.

At its January 12-13, 2011 meeting, the State Board of Education (SBE) will consider waiver requests for a 60-day extension from the statutorily required posting date of February 1, 2011, for the School Accountability Report Card (SARC).

Notice of the hearing tonight has been posted for ten days as required.

Recommendation:

It is recommended that the Board of Education hold a public hearing

Fiscal Impact:

None

- \* **F.4 Approval of West Contra Costa’s application to the California Department of Education for a 60-day extension to the 2010 School Accountability Report Card (SARC) reporting deadline of February 1, 2011**

Comment:

At the November State Board of Education (SBE) meeting, the SBE approved the 2010-11 SARC template and at the same time it was announced that, because of budget and staffing reductions, California Department of Education (CDE) staff would no longer be able to prepopulate the SARC templates with much of the data as in years past. This process change will require school districts and sites to take on additional duties related to manually gathering and inputting the data required for the SARC.

Due to the recent and significant changes to the SARC process, the State Board of Education (SBE) will consider waiver requests for a 60-day extension from the statutorily required posting date of February 1, 2011 at its January 12-13, 2011 meeting.

The general waiver request application is due on January 7, for consideration at the January 12-13, 2011 SBE meeting. West Contra Costa has complied with the requirements necessary to apply for the waiver and will submit the application upon Board approval.

Recommendation:

It is recommended that the Board of Education approve this application

Fiscal Impact:

None

**G. DISCUSSION ITEMS**

- \* **G.1 Project Status Report – 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

Fiscal Services:

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 – January 19, 2011

**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**

**January 5, 2011**

**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. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED/POTENTIAL LITIGATION**  
[Government Code Section 54956.9(b)]

Four cases

**4. LIABILITY CLAIMS** (Government Code Section 54956.95)

**5. CONFERENCE WITH LABOR NEGOTIATORS**

- a. Superintendent/Dr. Bruce Harter
- b. Employee Organizations
  - UTR
  - Local One
  - School Supervisors Association
  - WCCAA



- c. Unrepresented Employees
  - Confidential and Management

**6. PUBLIC EMPLOYEE APPOINTMENT**

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

**8. STUDENT DISCIPLINE** (Education Code Section 35146)

- a. Expulsions

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

Classified Employee Grievance Appeal

**10. REPORT OF CLOSED SESSION ACTIONS**

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

**December 8, 2010**

**A. CLOSED SESSION**

**B. OPENING PROCEDURES**

President Madeline Kronenberg called the meeting to order at 5:30 PM. The Board recessed into Closed Session. President Kronenberg called the Public Session to order at 6:44 PM.

**B.1 Swearing in of Board Members**

Judge Henry Ramsey administered the oath of office for the newly elected board member, Elaine Merriweather, and for Madeline Kronenberg and Charles Ramsey, who were re-elected.

**B.2 Pledge of Allegiance**

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

**B.3 Welcome and Meeting Procedures**

President Kronenberg offered welcome to the public regarding the meeting.

**B.4 Annual Organization Meeting**

President Kronenberg asked interested members to tell the Board why he/she is interested in serving as President. Mr. Ramsey and Mr. Medrano provided a brief synopsis of their interest and background skills.

**Election of President**

**Motion: Mr. Ramsey placed his name in nomination to serve as President of the Board for the 2011 year. A roll call vote was taken with Ms. Kronenberg, Ms. Merriweather, Mr. Ramsey, Mr. Thurmond voting yes and Mr. Medrano voting no, with no abstentions and no absences. Motion carried 4-1-0-0.**

Mr. Ramsey assumed the seat of President of the Board and presided over the remainder of the meeting. President Ramsey called for nominations for the Clerk of the Board.

**Election of Clerk**

Mr. Medrano and Ms. Kronenberg each put forth their names to serve as Clerk of the Board.

**Motion: President Ramsey called for a roll call vote for the names submitted for Clerk of the Board beginning with Ms. Kronenberg. A roll call vote was taken with Ms. Kronenberg, Ms. Merriweather, Mr. Thurmond and President Ramsey voting yes and Mr. Medrano voting no, with no abstentions and no absences. Motion carried 4-1-0-0.**

Ms. Kronenberg assumed the seat for Clerk of the Board.

**Approval of Procedural Matters**

**Motion: Mr. Thurmond moved to approve the President of the Board to sign documents, and the Clerk to sign in the absence of the President. Ms. Kronenberg seconded. Ms. Kronenberg, Mr. Medrano, Ms. Merriweather, Mr. Thurmond and President Ramsey voted yes, with no abstentions and no absences. Motion carried 5-0-0-0.**

**Motion: Mr. Medrano moved to affirm the previously adopted schedule of regular meetings for 2010-2011. Ms. Kronenberg seconded. Ms. Kronenberg, Mr. Medrano, Ms. Merriweather, Mr. Thurmond and President Ramsey voted yes, with no abstentions and no absences. Motion carried 5-0-0-0.**

**Motion: Mr. Medrano moved to affirm the proposed schedule of regular meetings adopting additional meetings for 2011. Ms. Kronenberg seconded. Ms. Kronenberg, Mr. Medrano, Ms. Merriweather, Mr. Thurmond and President Ramsey voted yes, with no abstentions and no absences. Motion carried 5-0-0-0.**

**Motion: Mr. Medrano moved approval to establish a Board Calendar with the addition of a retreat date, when determined. Ms. Kronenberg seconded. Ms. Kronenberg, Mr. Medrano, Ms. Merriweather, Mr. Thurmond and President Ramsey voted yes, with no abstentions and no absences. Motion carried 5-0-0-0.**

President Ramsey recommended tabling the appointments for committees to a future meeting in order to allow members to contact him with their preferences for committee participation. President Ramsey will make the appropriate appointments in January.

**Motion: Mr. Medrano moved approval of President Ramsey making committee appointments at a January meeting. Mr. Thurmond seconded. Ms. Kronenberg, Mr. Medrano, Ms. Merriweather, Mr. Thurmond and President Ramsey voted yes, with no abstentions and no absences. Motion carried 5-0-0-0.**

#### **B.5 Roll Call**

**Board Members Present:** Madeline Kronenberg, Antonio Medrano, Elaine Merriweather, Charles Ramsey, Tony Thurmond

**Staff Present:** Waheed Balogun, Director Facilities and Construction; André Bell, Executive Director Bonds/Capital Projects; Steve Collins, SELPA Director; Lisa Erwin, Executive Director Business Services; Otilia Espinoza, Interpreter; Bill Fay, Associate Superintendent Operations; Luis Freese, Executive Director Maintenance and Operations; Sheri Gamba, Associate Superintendent for Business Services; Wendell Greer, Associate Superintendent K-Adult Schools; Bruce Harter, Superintendent; Debbie Haynie, Executive Secretary; Linda Jackson, Executive Director; Nicole Joyner, Assessment/Student Attendance; Brenda King-Randle, Coordinator School To Career; Joe Mayes, Maintenance Manager; Ken McDaniel, Maintenance Supervisor; Tashaka Merriweather, Coordinator Families in Transition; Lyn Potter, Director Categorical & Instructional Support Services; Ann Reinhausen, Assistant Superintendent Human Resources; Marin Trujillo, Coordinator Community Engagement

#### **B.6 Presentation of Student Board Representative from Richmond High School**

Ms. Selene Calderon provided a report of activities at Richmond High School.

#### **B.7 Report/Ratification of Closed Session**

Superintendent Harter asked the Board to ratify the action taken in Closed Session regarding the recommendations of December 8, 2010 for expulsion cases #001, #002 and #003.

**Motion: Mr. Medrano moved to ratify the action taken in Closed Session regarding the recommendations of December 8, 2010 for expulsion cases #001, #002 and #003. Ms. Kronenberg seconded. Ms. Kronenberg, Mr. Medrano, Ms. Merriweather and President Ramsey 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 withdraw a Notice of Intent to Dismiss against a certificated employee.

**Motion: Mr. Medrano moved to ratify the vote taken in Closed Session to withdraw a Notice of Intent to Dismiss against a certificated employee. Ms. Kronenberg seconded. Ms. Kronenberg, Mr. Medrano, Ms. Merriweather, Mr. Thurmond and President Ramsey voted yes, no abstentions and no absences. Motion carried 5-0-0-0.**

#### **B.8 Agenda Review and Adoption**

**Public Comment:**  
Al Kirkman

**MOTION: Mr. Medrano moved approval of the agenda with the moving of items G.1 and G. 2 to follow the Consent Items. Ms. Kronenberg seconded. Ms. Kronenberg, Mr. Medrano, Ms. Merriweather, Mr. Thurmond, Student Representative Selene Calderon (advisory vote only) and President Ramsey voted yes with no abstentions and no absences. Motion carried 5-0-0-0.**

#### **B.9 Minutes: November 17, 2010**

**MOTION: Ms. Kronenberg moved approval the Minutes of November 17, 2010. Mr. Medrano seconded. Ms. Kronenberg, Mr. Medrano, Mr. Thurmond, Student Representative Selene Calderon (advisory vote only) and President Ramsey voted yes, with Ms. Merriweather abstaining and no absences. Motion carried 4-0-1-0.**

**C. BUSINESS ITEMS**

- \*CI C.1 Acceptance of Grants/Awards/Agreements
- \*CI C.2 Acceptance of Donations
- \*CI C.3 Approval of Fund Raising Activities
- \*CI C.4 Summary of Payroll Warrant Reports
- \*CI C.5 Adoption of Retiree Benefit (CalPERS) Resolutions No. 35-1011; 36-1011; 37-1011; 38-1011; and 39-1011
- \*CI C.6 Certificated Board Authorization - Education Code 44258
- \*CI C.7 Routine Personnel Changes - Certificated
- \*CI C.8 Routine Personal Changes - Classified
- \*CI C.9 Certificated Provisional Internship Permit (PIP) Request(s)
- \*CI C.10 Approval of the Following Reclassification and New Job Descriptions: Procurement and Training Technician, Disaster Preparedness/Safety Coordinator
- \*CI C.11 Ratification and Approval of Engineering Services Contracts
- \*CI C.12 Ratification and Approval of Negotiated Change Orders
- \*CI C.13 Pinole Valley High School Architectural Services Contract
- \*CI C.14 Approval of Contract for Furniture, Setup and Installation at M.L. King Elementary School
- \*CI C.15 Resolution No. 40-1011: Authorizing Repairs to Fire Damage at DeAnza High School Without Competitive Bidding
- \*CI C.16 Citizens' Bond Oversight Committee (CBOC) Appointment: Charlene Raines Appointed by Board Member Ramsey  
Mr. Fay read the following into the record:  
*Ms. Raines replaces Adrienne Harris whom Mr. Ramsey had appointed. Ms. Harris is unable to serve on the CBOC since she is an occasional substitute teacher in the West Contra Costa Unified School District.*
- \*CI C.17 Citizens' Bond Oversight Committee (CBOC) Appointment: Brant Fetter Appointed by the Superintendent  
President asked Mr. Brant Fetter to share about his background in relation to this appointment.
- \*CI C.18 Resolution No. 34-1011: Certificate of Signatures
- \*CI C.19 LEA Plan Implementation with Napa/Solano/Contra Costa County Educational Collaborative
- \*CI C.20 Approval of Resolution No. 33-1011 in Support of Full State Funding of County Mental Health Services for Children with Disabilities (AB 3632)

**MOTION: Mr. Medrano moved approval of Consent Items C.1 – C20. Mr. Thurmond seconded. Ms. Kronenberg, Mr. Medrano, Ms. Merriweather, Mr. Thurmond, Student Representative Selene Calderon (advisory vote only) and President Ramsey voted yes with no abstentions and no absences. Motion carried 5-0-0-0**

**G.1 Student Reassignment for Lake and Shannon Elementary Schools**

Superintendent Harter provided background information regarding the proposed student reassignments for Lake and Shannon Elementary Schools. Enlarged maps were available at the back of the room for public view. This item provided opportunity for discussion by the Board with action planned for January. Superintendent Harter spoke about the proposed changes in attendance areas for Lake students to transition to Bayview, Highland or Dover Elementary schools as well as for Shannon students to transition to Collins, Tara Hills or Montalvin Manor Elementary schools. He recommended that transfer preferences for affected students have priority. Changes will be effective for the 2011-12 school year.

President Ramsey recognized San Pablo Council Member Paul Morris in the audience.

**Public Comment:**

Eric Swabeck, Patricia Ponce, Patty McGoldrick, Kristyn Jones, Shelby Chapel, Margaret Browne, Alejandro Navarro

**Board Comment:**

Mr. Medrano commented that there will be more understanding following the presentation of the First Interim Report. He further commented about the difficult financial situation of the State, the District and the City of San Pablo. Mr. Thurmond thanked the speakers for their contribution and acknowledged the City of San Pablo's contribution over the last two years that has allowed Lake School to remain open. Mr. Thurmond asked questions about giving families more detailed notice about the redistricting of their children. Superintendent Harter responded that each family will receive individual notice as well as be invited to participate in a transition plan for students to visit their new schools for the 2011-2012 school year, as well as information about preference for transfer requests. Ms. Kronenberg spoke about the difficult situation and asked families to take a look at the boundaries. She added that without the required funding the Board will have to adopt the proposal. Ms. Merriweather asked questions about the public comment regarding Pinole students attending schools in their area. Superintendent Harter offered clarification. President Ramsey thanked everyone for participating in this discussion and invited them to return January 5, 2011 when the Board would take action.

## **G.2 Shining Crescent Charter School, K-8**

Ms. Linda Jackson, District Liaison to Charter Schools, presented the proposal submitted by Shining Crescent Charter School for an independent charter school. She said that the District is required to act within 60 days to present and discuss its findings. She informed the Board that Shining Crescent has agreed to extend that period due to the winter recess and holidays.

Mr. Jawaid Ijaz, President, provided a presentation regarding the charter school proposal for Shining Crescent Charter School.

### **Public Comment:**

Feryaal Zahir, Moin Ahmed, Fayza Ayyad, Adel Somaha, Firas Jandali

### **Board Comment**

Mr. Medrano said he is excited to hear about residents in the U.S. learning languages other than English. He wished the group luck with their endeavor.

Mr. Thurmond commended the planners for the concept of blending academic rigor with language and sciences. He asked questions about budget, financial planning and fund raising. Mr. Ijaz responded with information for clarification. Mr. Thurmond further asked about staffing and teaching methodology of eastern cultures. Mr. Ijaz responded that proper staff would be hired and spoke about student respect for teachers and staff. Mr. Thurmond asked about the organization's annual budget and information about the teacher student ratio. Mr. Ijaz responded. Ms. Kronenberg asked about the longer school day, as well as professional development. She also spoke about the purpose of charter schools in California. Mr. Ijaz responded.

President Ramsey thanked the group for making their presentation.

## **D. AWARDS, RECOGNITIONS, AND REPORTS**

### **D.1 Standing Reports**

**Bayside Councils PTA.** Laura Ramos, President, announced the Reflections in Art contest winners from District schools. She also announced that the winners will move forward for competition at the PTA 32<sup>nd</sup> district level. She also asked how the public might see the results of the recent Pinole Valley WASC accreditation.

**Citizens' Bond Oversight Committee.** Robert Studdiford announced the next meeting scheduled for Wednesday, December 15th at 6:00 p.m. at Facilities Operations Center.

**Academic Subcommittee.** Ms. Kronenberg spoke about the last meeting where discussion included school site plans (SPSA's) and a presentation on math proficiency.

**Community Budget.** Ms. Gamba reviewed the last meeting where the agenda included revenue limits and examination of the latest information from the legislative analysis' office. She announced a series of community meetings at the end of January 2011. She said that the next meeting will be held in conjunction with the three January community meetings.

**Ivy League Connection.** Ms. Calderon spoke about the Brown mentorship program, help with the application process and relationship building. She said she is very happy and will communicate more with her mentor through

her senior year. Mr. Ramsey spoke about the selection process for the upcoming Ivy League Connection summer programs. Ms. Kronenberg spoke about her recent visit to Vanderbilt University in Nashville while attending a Linked Learning conference there.

Ms. Calderon left the meeting at 8:53 p.m.

**Linked Learning.** Mr. Medrano said that he attended the recent national conference in Nashville where he learned that the academies there have an advisory board comprised of local professionals. He said he was impressed with the rigor of their academies. He also spoke about recent linked learning meetings held in the Bay Area.

**Safety Committee.** Mr. Thurmond spoke about the recent meeting at Gompers where graffiti's impact on schools was discussed. He said that the next meeting will be held at Hercules Middle High School, 6:00 p.m., January 26, 2011 where discussion will include a graffiti diversion program.

**Youth Commission.** Mr. Thurmond announced the next meeting scheduled for Monday, December 13, 2010, 6:30 at the RYSE Center.

**D.2 In Memory of Members of the School Community**

Superintendent recognized contributions of members of the community who have passed away.

**E. PUBLIC AND COMMITTEE COMMUNICATIONS**

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

**E.1 Superintendent's Report**

Superintendent Harter presented Ms. Kronenberg with a plaque to commemorate her term as president. She spoke about the honor of serving and the commitment of the staff of the District, saying she is energized to recommit herself to another term with the Board.

Superintendent Harter reported on activities in the District.

**E.2 WCCUSD Public Comment**

**Public Comment:**

Al Kirkman, Robert Studdiford, Laura Ramos, Patty McGoldrick, Shelby Chapel

**F. ACTION ITEMS**

**F.1 First Interim Report, 2010-2011**

Ms. Gamba presented information about the First Interim Financial Report to be submitted to the County Office of Education and to the State, recommending adoption of the report with a positive certification.

**Public Comment:**

None

**Board Comment:**

Mr. Thurmond asked about anticipated new expenses for mental health services and how the services are to be delivered. Mr. Collins responded with information about the components to AB3632; counseling services provided at the school site, the day treatment component of services provided at Le Cheim School with county support, and residential component services.

Ms. Merriweather asked questions about the federal jobs bill money owed to the District and use of AARA funds.

Ms. Gamba responded for clarification.

Mr. Medrano asked about vacant properties, property maintenance and reduced property values. Ms. Gamba said that she recommended the Board continue to look at the issues of vacant property and the costs for insurance, vandalism, upkeep, and offsetting those costs.

President Ramsey said he struggled to adopt a policy to sell district property at a record low values. Ms. Gamba responded that the report does not indicate a commitment to a school land sale. She asked the Board to consider a revenue neutral concept regarding vacant property as part of the budget discussion. She hoped that the Board recognized that not having a plan in place will continue to cost the District money to maintain vacant sites.

Ms. Kronenberg spoke about the Board discussing rather than committing to disposal of property.

Mr. Thurmond asked about making an acceptable revision to the report indicating that the Board consider, but not be obligated for, the disposal or sale of property.

President Ramsey agreed with the recommendation to revise the language to indicate that the Board can facilitate planning.

Mr. Medrano recommended discussion for future consideration.

President Ramsey asked Superintendent Harter about the rationale for staff and the Trustee encouraging the Board to consider disposal of property. Superintendent Harter responded and asked the Board give staff direction so that vacant property is not a financial drain to the District.

President Ramsey recalled the history of closed schools reopening and rejuvenating their community.

Further discussion was held.

Ms. Gamba said that this is an important conversation to have from a fiscal stand point in order to avoid continued costs, with plans for some use of the property and cost containment.

Ms. Merriweather asked about the upcoming community meetings, plans for the presentation, and reaching out to the community to demonstrate how the budget works. Ms. Gamba responded for clarification.

President Ramsey asked questions about GASB rates. Ms. Gamba responded.

**MOTION: Ms. Thurmond moved approval of the First Interim Report, 2010-2011 with the striking of language regarding accelerating planning for disposal of properties. Ms. Kronenberg seconded. Ms. Kronenberg, Mr. Medrano, Ms. Merriweather, Mr. Thurmond, and President Ramsey voted yes with no abstentions and no absences. Motion carried 5-0-0-0.**

## **F.2 Single Plans for Student Achievement (SPSAs)**

Ms. Potter, Director Categorical & Instructional Support Services, presented information regarding the Single Plans for Student Achievement and acknowledged the amount of work that goes into the development of the plans by school site councils and the English learner advisory committee. She introduced Principal Julian Szot, Principal Denise VanHook, and Instructional Specialist Jennifer Bender to give insight of their respective schools' plans.

### **Public Comment:**

None

### **Board Comment:**

Mr. Medrano asked about any impact on the academies and any changes in the perception of safety following the installation of fencing and cameras at Richmond High. Ms. Bender responded.

Mr. Thurmond asked how the plans become known to school community as a useful tool. Ms. Potter responded that this has been one of the evolving challenges with increased focus in conversations and involvement of school site councils, with more engagement by teachers and the parent community.

Mr. Thurmond asked whether there is a component allowing for creating individualized plans for students. Ms. Potter responded that the crux of the plan is focused on individual use and that certain sections allow focus on learning needs of core groups and individual students at grade level.

Ms. Kronenberg had questions about the section on system wide barriers. Ms. Potter responded that requests are pulled out and categorized to determine hot spot areas by site and possible resources outside the District.

President Ramsey said he is interested in the Mira Vista transition with the addition of the sixth grade.

**MOTION: Mr. Medrano moved approval of the Single Plans for Student Achievement (SPSAs). Mr. Thurmond seconded. Ms. Kronenberg, Mr. Medrano, Ms. Merriweather, Mr. Thurmond, and President Ramsey voted yes with no abstentions and no absences. Motion carried 5-0-0-0.**

## **F.3 Call for Nominations for California School Boards Association (CSBA) Delegate Assembly**

### **Public Comment:**

None

### **Board Comment:**

None

**MOTION: Mr. Thurmond moved approval of the nomination of Board Member Medrano to run for the for California School Boards Association (CSBA) Delegate Assembly. Ms. Kronenberg seconded. Ms. Kronenberg, Mr. Medrano, Ms. Merriweather, Mr. Thurmond, and President Ramsey voted yes with no abstentions and no absences. Motion carried 5-0-0-0.**

**G. DISCUSSION ITEMS**

**G.1 Student Reassignment for Lake and Shannon Elementary Schools**

This item was moved to follow the Consent Items.

**G.2 Shining Crescent Charter School, K-8**

This item was moved to follow Consent Items.

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

None

**I. COMMENTS OF THE BOARD OF EDUCATION AND SUPERINTENDENT**

Ms. Merriweather said she is excited to be a part of the Board and looked forward to working with each of the Board members.

Mr. Thurmond welcomed Ms. Merriweather and acknowledged Ms. Kronenberg and Mr. Medrano for their leadership over the past year. He also welcomed Mr. Ramsey as President and his leadership. Mr. Thurmond brought to the attention of the Board a typographical error in the previously approved meeting dates. It was determined that a correction to this item would be brought back for approval at the January 5, 2011 meeting.

Ms. Kronenberg welcomed Ms. Merriweather and wished the audience a safe and wonderful holiday season.

President Ramsey spoke of the recent death of Elizabeth Edwards and commented on her resilience and positive thinking during difficult times in her life as she looked forward to a better day. He congratulated Ms. Merriweather and Ms. Kronenberg for their victories on election day,

**J. THE NEXT SCHEDULED BOARD OF EDUCATION MEETING**

Lovonya DeJean Middle School – January 5, 2011

**K. ADJOURNMENT**

President Ramsey adjourned the meeting at 10:24 P.M.

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

BH:dh



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

**ITEM REQUIRING ATTENTION----BOARD OF EDUCATION**

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**To:** Board of Education

**Meeting Date:** January 5, 2011

**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 January 5, 2011.

**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
ARRA - Enhancing Ed Through Technology - Competitive Grant	\$500,000	California Department of Education - Education Technology Office	Technology
Resource # 4048	7/1/09 - 9/30/11		PCA # 15126-02
Wraparound Services for SED Children and Their Families	\$105,000	Contra Costa County Health Services - Mental Health Division	To assist SED children and their families
	7/1/10 - 6/30/11		Agreement # 74-191-8
Alternative Dispute Resolution, 2010-2011	\$15,000	California Department of Education - Special Ed Division, Grants	Dispute resolution, Special Ed
Resource # 3395	7/1/10 - 6/30/11		PCA # 13007-01
Low Incidence Entitlements 2010-2011	\$11,838	California Department of Education - Special Ed Division, Grants	Special Ed
Resource # 6530	7/1/10 - 6/30/11		PCA # 24464-01

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:** January 5, 2011

**From:** Sheri Gamba  
Associate Superintendent 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 January 5, 2011. 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.

<b>DISPOSITION BY BOARD OF EDUCATION</b>		
Motion by: _____	Seconded by: _____	
Approved _____	Not Approved _____	Tabled _____

West Contra Costa Unified School District  
 January 5, 2011 Board Meeting

<u>Donor Name</u>	<u>Description or Purpose</u>	<u>Estimated Value</u>	<u>Receiving School or Department</u>
ACCYSL	Incentives for Staff/Students	\$700.00	De Jean Middle
Sylvain & Claudia Costes	Classroom Supplies	\$100.00	Cameron School
Green Spot Drop Off Inc	Supplies	\$24.00	WCCUSD
David & Jodie Grant	Study Trips	\$200.00	Downer Elementary
Tim Ortiz	School Supplies	\$30.00	Cameron School
Denise Logsdon & Ryan Peachee	School Supplies	\$45.00	Cameron School
Luis & Maria Hernandez	School Supplies	\$30.00	Cameron School
Luis & Maria Hernandez	School Supplies	\$30.00	Cameron School
Mr. & Mrs. Michael Peritz	Close-Up Going to Washington	\$100.00	Kennedy High
Ms. Virginia McClellan	Close-Up Going to Washington	\$100.00	Kennedy High
Mr. M. L. Braxton	Close-Up Going to Washington	\$25.00	Kennedy High
Gina Sharp	School Supplies	\$5.00	Cameron School
Wells Fargo Foundation	Special Administrative Account	\$280.00	Hanna Ranch
Kaiser Permanente Community	Special Administrative Account	\$30.00	Hanna Ranch
United Way of the Bay Area	Special Administrative Account	\$55.34	Hanna Ranch
United Way Silicon Valley	Special Administrative Account	\$11.20	Hanna Ranch
Wells Fargo Foundation	Materials and Supplies	\$70.00	Madera Elementary
Wells Fargo Foundation	School Supplies	\$182.00	Pinole Valley
Edward Wilson	15 Cases of Paper	*\$500.00	Stewart
Miriam & Roger Henneberger	3 Cases of Photo copy paper	*\$125.08	Fairmont Elementary

\*Estimated values for the non-cash donations are provided by the donor  
 Donation Précis 010511

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:** January 5, 2011

**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 January 5, 2011.

**Recommendation:** Recommend Approval

**Fiscal Impact:** Additional revenue for schools

<b>DISPOSITION BY BOARD OF EDUCATION</b>		
Motion by: _____	Seconded by: _____	
Approved _____	Not Approved _____	Tabled _____

West Contra Costa Unified School District  
 January 5, 2011 Board Meeting

APPROVAL OF FUND-RAISERS

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<u>School</u>	<u>Fund-Raising Activity</u>	<u>Activity Sponsor</u>
El Cerrito High School	Pictures with Santa, Mrs. Clause and the Elves	ECHS Black Student Union
El Cerrito High School	Project Santa	ECHS Leadership & the BSU
El Cerrito High School	Panda Express Restaurant Night	ECHS Freshman Class
El Cerrito High School	Blood Drive	ECHS Leadership Class
El Cerrito High School	T-Shirt and Sweat Shirt Sales	ECHS Senior Class 2011
El Cerrito High School	Christmas Grams	ECHS Class of 2013
El Cerrito High School	Valentine's Day Grams	ECHS Class of 2013
Kensington Hilltop Elementary School	Book Fair	Kensington PTA
Lavonya Dejean Middle School	Halloween Dance, Winter Extravaganza, Lunch Time Games and Activities, T-Shirt and School Supplies	LDMS Leadership Class
Valley View Elementary	Prepackaged Sales of Candy Bars, and Snacks	Valley View Parents Club
Valley View Elementary	Spaghetti Feed	Valley View Parents Club

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:** January 5, 2011

**From:** Sheri Gamba  
Associate Superintendent Business Services

**Agenda Item:** CI C.4

**Subject:** Contracted Services

**Background Information:** Permission is requested of the Board of Education to approve the following contracts for services as detailed on the attached sheets dated January 5, 2011.

**Recommendation:** Recommend Approval

**Fiscal Impact:** As noted per contracts summary

<b>DISPOSITION BY BOARD OF EDUCATION</b>		
Motion by: _____	Seconded by: _____	
Approved _____	Not Approved _____	Tabled _____

West Contra Costa Unified School District  
 January 5, 2011 Board Meeting

CONTRACTED SERVICES

The following professional consultant services are recommended for approval.

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<u>DEPARTMENT</u>	<u>DATE OF SERVICE</u>	<u>CONSULTANT NAME</u>	<u>COST &amp; FUNDING</u>	<u>PURPOSE</u>
Educational Services	1/6/11 Thru 6/30/11	Sonoma State University R23795	\$88,898 TAH	Professors from Sonoma State will provide their expertise in American History by providing professional development and overseeing the Teaching American History Grant for teachers in the West Contra Costa Unified School District.
Human Resources	12/10/2010 Thru 06/30/2011	Atkinson, Andelson, Loya, Rudd & Romo	\$75,000 General Legal	To provide legal advice and to perform legal services, including but not limited to personnel, employer-employee relations, and other legal matters relating to public school
Human Resources	01/01/2011 Thru 06/30/2011	Law offices of Laurie Juengert	\$75,000 General Legal	To provide legal advice and to perform legal services, including but not limited to personnel, employer-employee relations, collective bargaining and other legal matters relating to public school
Human Resources	01/01/2011 Thru 06/30/2011	Liebert Cassidy Whitmore	\$75,000 General Legal	To provide legal advice and to perform legal services, including but not limited to personnel, employer-employee relations, and other legal matters relating to public school
Human Resources	01/01/2011 Thru 06/30/2011	GCR LLP	\$75,000 General Legal	To provide legal advice and to perform legal services, including but not limited to personnel, employer-employee relations, and other legal matters relating to public school



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

**ITEM REQUIRING ATTENTION----BOARD OF EDUCATION**

---

**To:** Board of Education

**Meeting Date:** January 5, 2011

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

**Agenda Item:** CI C.5

**Subject:** Summary of Vendor Warrant Reports

**Background Information:** Attached are the summaries of Payroll & Vendor Warrants issued during the month of November.

Total of payroll warrants (November 2010):	\$ 9,767,874.00
Total of vendor warrants (November 2010):	\$20,431,235.00

**Recommendation:** Recommend approval of the payroll and vendor warrant reports

**Fiscal Impact:** As noted above

<b>DISPOSITION BY BOARD OF EDUCATION</b>		
Motion by: _____	Seconded by: _____	
Approved _____	Not Approved _____	Tabled _____

Précis For

# West Contra Costa Unified School District

Month of : December 2010

Payrolls	Warrant From	Numbers To	Total Warrants Current	Total Warrants Previous	Total Warrants To Date
Regular	612279	613150	1,925,071	27,020,588	28,945,659
Variable	610973	612278	977,635	13,774,256	14,751,891
Special				1,336,747	1,336,747
Reg. EFT	285273	287330	6,057,417	77,253,057	83,310,474
Var. EFT	283940	285272	795,098	13,768,668	14,563,766
Special EFT				3,619,780	3,619,780
Typed	297156	297169	21,700	254,429	276,129
BENEFITS				130,698	130,698
Cancelled	Various	Various	(9,048)	(229,021)	(238,069)
Totals			9,767,874	136,929,200	146,697,074

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: November 3, 2010

PAGE-1

FUND#	FUND DESCRIPTION	WARRANT FROM	NUMBERS TO	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL	431588	431661	4,084,241	26,511,388	30,595,629
7706	CAFETERIA	431606	431820	90,129	1,422,122	1,512,251
7707	CHILD DEVELOPMENT	431626	431818	1,580	68,102	69,682
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY	431593	431833	172,883	3,669,016	3,841,899
7710	BUILDING	431587	431836	2,374,010	23,438,585	25,812,595
7711	CAPITAL FACILITIES	431657	431750	13,845	1,005,069	1,018,914
7712	SELF INSURANCE PROPERTY & LIABILITY	431624	431834	152,975	1,843,297	1,996,272
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	431614	431827	6,743	86,603	93,346
7770	ADULT EDUCATION	431742	431805	2,164	94,457	96,621
7785	DEFERRED MAINTENANCE				2,497	2,497
7701	PAYROLL REVOLVING				15,035,364	15,035,364
	TOTALS			6,898,570	73,176,500	80,075,070

*Christine Grew*  
Prepared By

*J. Grew*  
Accounting Supervisor

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

PAYMENT

DATE: November 10, 2010

PAGE-2

FUND#	FUND DESCRIPTION	WARRANT FROM	NUMBERS TO	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL	431866	432047	914,939	30,595,629	31,510,568
7706	CAFETERIA	431875	432031	95,385	1,512,251	1,607,636
7707	CHILD DEVELOPMENT	431886	431886	49	69,682	69,731
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY	431869	431991	63,604	3,841,899	3,905,503
7710	BUILDING	431871	432046	3,786,330	25,812,595	29,598,925
7711	CAPITAL FACILITIES	431947	431947	250	1,018,914	1,019,164
7712	SELF INSURANCE PROPERTY & LIABILITY	431980	431980	25,364	1,996,272	2,021,636
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				93,346	93,346
7770	ADULT EDUCATION	431873	432019	9,059	96,621	105,680
7785	DEFERRED MAINTENANCE				2,497	2,497
7701	PAYROLL REVOLVING				15,035,364	15,035,364
	TOTALS			4,894,980	80,075,070	84,970,050

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

PAYMENT

DATE: November 18, 2010

PAGE-3

FUND#	FUND DESCRIPTION	WARRANT FROM	NUMBERS TO	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL	432048	432277	863,170	31,510,568	32,373,738
7706	CAFETERIA	432059	432258	151,703	1,607,636	1,759,339
7707	CHILD DEVELOPMENT	432075	432260	7,287	69,731	77,018
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY	432136	432248	29,207	3,905,503	3,934,710
7710	BUILDING	432061	432273	1,183,875	29,598,925	30,782,800
7711	CAPITAL FACILITIES	432273	732274	13,871	1,019,164	1,033,035
7712	SELF INSURANCE PROPERTY & LIABILITY	432066	432274	29,645	2,021,636	2,051,281
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	432221	432221	105	93,346	93,451
7770	ADULT EDUCATION	432111	432270	3,200	105,680	108,880
7785	DEFERRED MAINTENANCE				2,497	2,497
7701	PAYROLL REVOLVING				15,035,364	15,035,364
	TOTALS			2,282,063	84,970,050	87,252,113

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

PAYMENT

PAGE-4

DATE: November 23, 2010

FUND#	FUND DESCRIPTION	WARRANT FROM	NUMBERS TO	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL	432278	432448	469,549	32,373,738	32,843,287
7706	CAFETERIA	432289	432442	75,773	1,759,339	1,835,112
7707	CHILD DEVELOPMENT	432325	432422	2,519	77,018	79,537
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY	432403	432414	5,792	3,934,710	3,940,502
7710	BUILDING	432291	432445	239,376	30,782,800	31,022,176
7711	CAPITAL FACILITIES	432447	432447	2,123	1,033,035	1,035,158
7712	SELF INSURANCE PROPERTY & LIABILITY	432367	432421	21,345	2,051,281	2,072,626
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				93,451	93,451
7770	ADULT EDUCATION	432292	432427	3,538	108,880	112,418
7785	DEFERRED MAINTENANCE				2,497	2,497
7701	PAYROLL REVOLVING				15,035,364	15,035,364
	TOTALS			820,015	87,252,113	88,072,128

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

PAYMENT

PAGE-5

DATE: November 10, 2010

FUND#	FUND DESCRIPTION	WARRANT FROM	NUMBERS TO	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL				32,843,287	32,843,287
7706	CAFETERIA				1,835,112	1,835,112
7707	CHILD DEVELOPMENT				79,537	79,537
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY				3,940,502	3,940,502
7710	BUILDING				31,022,176	31,022,176
7711	CAPITAL FACILITIES				1,035,158	1,035,158
7712	SELF INSURANCE PROPERTY & LIABILITY				2,072,626	2,072,626
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				93,451	93,451
7770	ADULT EDUCATION				112,418	112,418
7785	DEFERRED MAINTENANCE				2,497	2,497
7701	PAYROLL REVOLVING	431838	431865	903,320	15,035,364	15,938,684
	TOTALS			903,320	88,072,128	88,975,448

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

PAYMENT

PAGE-6

DATE: November 30, 2010

FUND#	FUND DESCRIPTION	WARRANT FROM	NUMBERS TO	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL				32,843,287	32,843,287
7706	CAFETERIA				1,835,112	1,835,112
7707	CHILD DEVELOPMENT				79,537	79,537
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY				3,940,502	3,940,502
7710	BUILDING				31,022,176	31,022,176
7711	CAPITAL FACILITIES				1,035,158	1,035,158
7712	SELF INSURANCE PROPERTY & LIABILITY				2,072,626	2,072,626
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				93,451	93,451
7770	ADULT EDUCATION				112,418	112,418
7785	DEFERRED MAINTENANCE				2,497	2,497
7701	PAYROLL REVOLVING	432449	432505	4,632,287	15,938,684	20,570,971
	TOTALS			4,632,287	88,975,448	93,607,735



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

**ITEM REQUIRING ATTENTION---BOARD OF EDUCATION**

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**To:** Board of Education

**Date:** January 5, 2011

**From:** Sheri Gamba  
Associate Superintendent Business Services

**Agenda Item:** CI C.6

**Subject:** Adoption of Resolution No. 42-1011: Replacement of Outdated Warrant

**Background Information:** Government Code Section 298029(c) allows the governing board, by resolution, to order a replacement check be issued for a warrant that is stale dated. This resolution authorizes the issuance of a check to replace the outdated warrant for Denice Staubus. Staff recommends replacement of the stale dated warrant.

**Recommendation:** Recommend approval to replace the outdated warrant

**Fiscal Impact:** None

DISPOSITION BY BOARD OF EDUCATION

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Approved \_\_\_\_\_ Not Approved \_\_\_\_\_ Tabled \_\_\_\_\_

BOARD OF EDUCATION  
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT  
RESOLUTION NO. 42-1011  
REPLACEMENT OF OUTDATED WARRANT  
January 5, 2011

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

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

Type:	Payroll Check
Payee:	Denice Staubus
Check No.:	304223
Amount:	\$153.72
Issue Date:	November 10, 2005

PASSED AND ADOPTED on the 5<sup>th</sup> day of January, 2011 at a regular meeting of the Board of Education by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

\_\_\_\_\_  
Bruce Harter  
Secretary, Board of Education

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

**ITEM REQUIRING ATTENTION----BOARD OF EDUCATION**

---

**To:** Board of Education

**Meeting Date:** January 5, 2011

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

**Agenda Item:** CI C.7

**Subject:** Notices of Completion: Bid J068247 Helms Middle School Road 20 Street Improvements.

**Background Information:**

Substantial completion notice has been received for: Bid J068247.

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

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

Alaniz Construction, Helms Road 20 Street Improvements Bid J068245

**Recommendation:** Recommend approval of these notices of completion.

**Fiscal Impact:** None.

DISPOSITION BY BOARD OF EDUCATION

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Approved \_\_\_\_\_ Not Approved \_\_\_\_\_ Tabled \_\_\_\_\_

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### NOTICE OF COMPLETION

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

Notice is hereby given that:

1. The undersigned is owner of the property hereinafter described:
2. The full name of the owner is: Governing Board, West Contra Costa Unified School District.
3. The full address of the owner is: 1108 Bissell Avenue, Richmond, Calif. 94801.
4. A work of improvement on the property hereinafter described was completed and accepted on 1/05/11.
5. The work done was: Project J068247 Helms Middle School Road 20 Street Improvements
6. The name and address of the contractor for such work of improvement was Alaniz Construction 7100 Stevenson Blvd Fremont, CA 94538 Date of Contract: 07/26/10
7. The name of the Bonding Company that provided Surety for said contractor relative to work to be performed is: Financial Pacific Insurance Company
8. The property on which said work of improvement was completed is located within the West Contra Costa Unified School District, County of Contra Costa, State of California, and is described and located as follows: Helms Middle School 2500 Road 20, San Pablo, CA 94806.

Dated: January 5, 2011

\_\_\_\_\_  
Director, General Services  
West Contra Costa USD

### VERIFICATION

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

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

Executed on January 5, 2011, at Richmond, California.

\_\_\_\_\_  
Director, General Services  
West Contra Costa USD

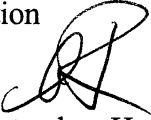
West Contra Costa Unified School District  
1108 Bissell Avenue  
Richmond, California 94801  
Office of the Superintendent

**ITEM REQUIRING ATTENTION---BOARD OF EDUCATION**

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**To:** Board of Education

**Meeting Date:** January 5, 2011

**From:** Ann Reinlagen,   
Assistant Superintendent Human Resources

**Agenda Item:** CI C.8

**Subject:** Certificated Board Authorization - Education Code 44285.3

**Background Information:** Ed Code 44285.3 Allows the Governing Board of a school district to authorize the holder of a multiple subject, standard elementary, single subject or standard secondary, with his or her consent, to teach departmental classes in grades K-12 provided the teacher has adequate knowledge of subject matter.

**Recommendation:** Recommend Approval

**Fiscal Impact:** None

**DISPOSITION BY BOARD OF EDUCATION**

Motion by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

Approved \_\_\_\_\_

Not Approved \_\_\_\_\_

Tabled \_\_\_\_\_

January 5, 2011

**Site**

**Assignment**

**Consent**

Thomas, Steven

Zara, Louis

Iwawaki, John

DeAnza

El Cerrito

DeJean

Yearbook

Leadersip

Yearbook

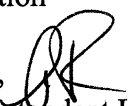
West Contra Costa Unified School District  
1108 Bissell Avenue  
Richmond, California 94801  
Office of the Superintendent

**ITEM REQUIRING ATTENTION---BOARD OF EDUCATION**

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**To:** Board of Education

**Meeting Date:** January 5, 2011

**From:** Ann Reinlagen,   
Assistant Superintendent Human Resources

**Agenda Item:** CI C.9

**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 \_\_\_\_\_

**Action Taken**  
**January 5, 2011**

**PIP**

**SITE**

**ASSIGNMENT**

Trim-Abrams, Asha

Pinole Valley High School

Biology



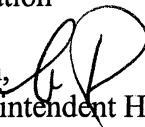
West Contra Costa Unified School District  
1108 Bissell Avenue  
Richmond, California 94801  
Office of the Superintendent

**ITEM REQUIRING ATTENTION---BOARD OF EDUCATION**

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**To:** Board of Education

**Meeting Date:** January 5, 2011

**From:** Ann Reinlagen,   
Assistant Superintendent Human Resources

**Agenda Item:** CI C.10

**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**

January 5, 2010

**FOR INFORMATION ONLY**

## Classified Personnel Changes

<b>NEW HIRES</b>			
RADOSEVICH, MIRA ELISE	GRADUATE TUTOR	SHELDON	11/8/2010
RAE, KATIE SUMIYE	GRADUATE TUTOR	ELLERHORST	11/9/2010
FALK, MEGAN SUE	SENIOR ACCOUNT CLERK	FISCAL SERVICES CENTRAL OFFICE	11/8/2010
DAVIS, CANDACE MONET	GRADUATE TUTOR	KING	11/15/2010
TANAKA, STACEY KIMIYE	GRADUATE TUTOR	DOVER	11/5/2010
ZAMORA, JULIET	GRADUATE TUTOR	PERES	11/16/2010

<b>PROMOTION</b>			
AMIN, SHAKILA	GRADUATE TUTOR	CAESAR CHAVEZ	11/1/2010
ANDERSON, ROSEMARY	GRADUATE TUTOR	FORD	11/8/2010
BARAJAS, MARTHA	SCH COMMUNITY WORKER	PERES	11/1/2010
BARQUERO, WINSTON E	CUSTODIAN	SHELDON	11/10/2010
BELL, KIARA	INST ASSIST 43+10%	HERCULES HIGH	11/1/2010
BELL, PHYLLIS	SCHOOL LUNCH WORKER I	KENNEDY HIGH	11/8/2010
BRAVO MADRIZ, GLORIA E	SCHOOL LUNCH WORKER I	HERCULES HIGH	11/8/2010
CASAREZ, CLAUDIA BEATRIZ	SCHOOL LUNCH WORKER I	KENNEDY HIGH	11/5/2010
CHEUNG, IVAN	UTILITY WORKER	NUTRITION CENTER	10/26/2010
COLEMAN, MARGARET MARIE	GRADUATE TUTOR	COLLINS	11/16/2010
CORNEJO, DELMY PATRICIA	STAFF SECRETARY	TRANSITION	11/1/2010
DE ALBA, CARLA	INST AIDE BIL. - LIBRARY	GRANT	11/15/2010
DELGADO, EVA MARIA C	SCHOOL LUNCH CASHIER	HERCULES MIDDLE	11/1/2010
DIAZ, DOLORES D	SCH COMMUNITY WORKER BILINGUAL	HELMS MIDDLE	10/25/2010
DIXON, KIMBERLY A.	INST ASST SP ED HEARIMPAIR	COLLINS	11/2/2010
ENG, GARY KWOK	GRADUATE TUTOR	FAIRMONT	11/15/2010
ENOS, TAMEA KIM	INST ASSISTANT SP ED	DE ANZA HIGH	10/25/2010
ESPINOZA, OTILIA	BIL. PARAPROFESSIONAL	RAP CENTER	11/3/2010
FALK, CHRISTY L	OFFICE MANAGER MIDDLE/JR	STEWART	11/1/2010
FIGUEROA, DELMI E.	GRADUATE TUTOR	LUPINE	11/8/2010
FLESKES, JUNE	TYPIST CLERK I	COLLINS	11/15/2010
FLORES, JULIA	SCH COMM OUTRCH SPC BIL	WILSON	10/26/2010
GAMEZ, TINA LOUISE	SPEC ED ASST SMILE	SHELDON	11/9/2010
GARCIA, NANCY	STAFF SECRETARY	STATE PRESCHOOL	11/15/2010
HOLLY, TUNISI	CAMPUS SECURITY OFFICER I	CRESPI JUNIOR	8/19/2010
HUANG, YUAN YUAN	ACCOUNTING TECHNICIAN	SPECIAL ED	11/10/2010
IBARRA, CLAUDIA	INST ASSISTANT SP ED	TARA HILLS	11/1/2010
JOHNSON, KRISTINA L	FOOD SERVICE AIDE	GRANT	11/8/2010
KAUR, SWINDER JIT	INST AIDE BILINGUAL	TARA HILLS	11/15/2010
MCPHEETERS, ANNE ROWAN	GRADUATE TUTOR	TARA HILLS	11/8/2010
MEDINA-POSADA, MARGARITA	INST ASSISTANT SP ED	GOMPERS	10/26/2010
MILLER, MARCEL	INST ASSISTANT SP ED	DEJEAN MIDDLE	11/1/2010
MIMS, KARL ANTHONY	CUSTODIAN	EL CERRITO HIGH	11/3/2010
MITSUMO, EMIE FAYE	GRADUATE TUTOR	WILSON	11/1/2010
MORALES, ELVIA LUZ	INST ASSISTANT SP ED	MONTALVIN	11/1/2010
PALMER, PAMELA DENISE	FOOD SERVICE AIDE	FORD	11/4/2010
PALMER, PAMELA DENISE	FOOD SERVICE AIDE-BREKFST	FORD	11/4/2010
PAN, MAGGY	INST ASSISTANT SP ED	HARDING	11/1/2010
PARADA, ANNA L.	OFFICE MANAGER MIDDLE/JR	HELMS MIDDLE	11/1/2010

PENE, MARJORIE L.	SCHOOL LUNCH WORKER I	EL CERRITO HIGH	11/8/2010
PHAVASIRI, JIMMY	GRADUATE TUTOR	BAYVIEW	11/1/2010
PIZANO, AMERICA	SCHOOL SECRETARY I	DOVER	10/13/2010
POTTER, LUCILLE P	GRADUATE TUTOR	HIGHLAND	11/1/2010
POY, KIMMY K.	SENIOR ACCOUNT CLERK	ADMIN-FOOD SERV	11/8/2010
RANDLE, KARLA L	FOOD SERVICE AIDE-BRKFAST	HIGHLAND	10/28/2010
RUIZ, MARIA D'JESUS	SCHOOL LUNCH WORKER I	HERCULES MIDDLE	11/1/2010
SEDIGH, IAN M	GRADUATE TUTOR	NYSTROM	11/8/2010
SWAN, BRIDGET SPONG	INST ASSISTANT SP ED	KENSINGTON	11/8/2010
ULLOA VALENCIA, PAOLA	GRADUATE TUTOR	DOWNER	11/8/2010
VARNADO, BRANDY NICOLE	GRADUATE TUTOR	MURPHY	11/15/2010
WANSICK, BARBARA	TYPIST CLERK I	KENSINGTON	10/25/2010
WIRSIG, MARIA ELENA	SCHOOL LUNCH WORKER I	EL CERRITO HIGH	11/15/2010
WONG, JOSEPHINE V.	INST ASSIST 43+10%	HIGHLAND	11/1/2010
YOUNG, YVONNE F	FOOD SERVICE AIDE	WASHINGTON	11/3/2010

<b>RETURN FROM LEAVE</b>			
ANGUIANO, JUANITA	SCH COMM WORKER BIL.	CAESAR CHAVEZ	11/1/2010
JOHNSON, BUD	CUSTODIAN	RICHMOND HIGH	11/9/2010

<b>LEAVE</b>			
ROLAND, VINCENT ANDRE	LEAVE CLASS UNPAID NO BENEFITS	WILSON	10/25/2010
GONZALEZ, NEREYDA	LEAVE CLASS UNPAID W/ BENEFITS	GOMPERS CONTINUING EDUCATION	11/8/2010

<b>TERMINATIONS</b>			
BLANCHARD, DAMARIEA	BEHAVIORIAL TECHNICIAN	PINOLE VALLEY	11/1/2010
MILES, MILES	BOARD MEMBER	BOARD MEMBER	11/17/2010

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

**ITEM REQUIRING ATTENTION----BOARD OF EDUCATION**

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**To:** Board of Education **Meeting Date:** January 5, 2011  
**From:** Bill Fay **Agenda Item:** CI C.11  
Associate Superintendent for Operations  
**Subject:** Citizens' Bond Oversight Committee (CBOC) Appointments

**Background Information:**

Eduardo Martinez has been appointed by Richmond Mayor Gayle McLaughlin as her new representative to the Citizens' Bond Oversight Committee, and LaShonda Wilson as the alternate.

Norma Martinez-Rubin has been appointed by Contra Costa County Supervisor Gayle Uilkema, District 2, as her representative for the CBOC with Ross Tolman and George Parsons as alternates.

Joanne Ward, Vice Mayor, has been appointed by Hercules Mayor Ed Balico as his representative for the CBOC.

**Recommendation:** Approve appointment as noted.

**Fiscal Impact:** None

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

rjk

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:** January 5, 2011  
**From:** Bill Fay **Agenda Item:** CI C.12  
Associate Superintendent for Operations  
**Subject:** Lupine Hills Elementary School Window, Exterior Wall, and Roof Repairs Project  
Contract Award

**Background Information:**

Harding Elementary School has experienced ongoing moisture intrusion issues. Grossman Design Group, roofing and water proofing consultant, was retained by the District to assist in repairs and upgrades to building envelopes systems. Work scope includes repairs of roofs, flashings, cracks in exterior walls and replacement/repair of windows. The District conducted a public bid process for this project. Bids were opened on November 18, 2010. There was a lone bid by Pinguelo Construction for \$61,270. The District revised estimate is \$78,324. The lowest responsive, responsible bidder is Pinguelo Construction at \$61,270.

**Recommendation:** Award contract to lowest responsive, responsible bidder for project as noted.

**Fiscal Impact:** \$61, 270 for the Lupine Hills project. 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:** January 5, 2011  
**From:** Bill Fay **Agenda Item:** CI C.13  
Associate Superintendent for Operations  
**Subject:** Approval of contract for De Anza High School Interim Warming Kitchen

**Background Information:**

De Anza High School recently suffered extensive damage to the kitchen area of the Multipurpose Building. Staff had taken necessary action to clean up the fire and smoke damaged areas. The fire damaged kitchen is currently sealed off and food services are provided daily through a mobile kitchen. A new temporary kitchen had been delivered to the site, and there is need to provide underground utilities including water, sewer, electrical and low voltage for complete functionality. The District engaged in a public bid process to select the vendor for the installation of the underground utilities. Public bids were opened on December 2, 2010. Five vendors submitted bids. They are as follows: Rodan Builders for \$276,000; Kin Wo for \$164,000; Albay Construction for \$177,000; B-Side Inc for \$128,000 and ERA Construction for \$170,000.

B-Side Inc appears to be the lowest responsive, responsible bidder.

**Recommendation:** Award contract to lowest responsive, responsible bidder for De Anza High School Interim Warming Kitchen.

**Fiscal Impact:** Insurance Funds

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**

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**To:** Board of Education **Meeting Date:** January 5, 2011  
**From:** Bill Fay **Agenda Item:** CI C.14  
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: **\$258,877**. 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**

<b>Project/Funding</b>	<b>Dates</b>	<b>Firm</b>	<b>Contract Cost</b>	<b>Reference</b>
Emergency Repair Program  Measure J Bond	December 2010 thru November 2011	Jack Schreder & Associates	\$40,625	Emergency Repair Program closeout assistance, form filing, and coordination of closeout with state.
Facility Needs Assessment  Measure J Bond	September 2010 thru September 2011	Jack Schreder & Associates	\$18,350	Determining eligibility criteria for developer fees collection
De Anza High School New Campus  Measure J Bond	July 2010 thru December 2012	Multivista Northern California	\$6,400	Additional construction documentation services for roofing systems.
Richmond High School ERP  Emergency Repair Program	October 2010 thru June 2011	HMR Architects	\$96,678	Additional services on current contract for added, changed scope of work
Lupine Hills & Verde Elementary Schools  Measure J Bond	December 2010 thru March 2011	Seville Group (SGI)	\$40,724	Additional on-site construction management services.
Grant Elementary School  Emergency Repair Program	December 2010 thru June 2011	HMR Architects	\$42,900	Additional services on current contract for added, changed scope of work.
Steger Elementary School ERP  Emergency Repair Program	December 2010 thru June 2011	HMR Architects	\$13,200	Additional services on current contract for added, changed scope of work.



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

**ITEM REQUIRING ATTENTION --- BOARD OF EDUCATION**

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**To:** Board of Education **Meeting Date:** January 5, 2011  
**From:** Bill Fay **Agenda Item:** CI C.15  
Associate Superintendent for Operations  
**Subject:** Ratification and Approval of Negotiated Change Orders

**Background information:**

Staff is seeking ratification of change orders on the following current District construction projects: DeAnza High School Replacement Campus; El Cerrito High School Field Office Demolition. Change Orders are fully executed by the District upon signature by the Superintendent's designee. Board ratification is the final step required under state law in order to complete payment and contract adjustment.

**Recommendation:** Ratify negotiated Change Orders as noted.

**Fiscal Impact:** Total ratification and approval by this action: **\$28,968.00**

DISPOSITION BY BOARD OF EDUCATION

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_  
Approved \_\_\_\_\_ Not Approved \_\_\_\_\_ Tabled \_\_\_\_\_<sup>i</sup>

**January 5, 2011 Change Order Ratification Summary**

	Project	Company	Original Contract	Previously Approved CO's	Items Pending Board Action		Total CO's	CO Percent of Original Contract	Adjusted New Contract	Change Order Numbers
					CO's Pending Ratification	CO's Pending Approval				
1	De Anza HS Replacement Campus	Wright Contracting, Inc	\$62,508,000.00	\$126,846.00	\$30,568.00	\$0.00	\$157,414.00	0.25%	\$62,665,414.00	3
2	El Cerrito HS Field Office Demolition	Michael Paul Company, Inc.	\$12,000.00	\$0.00	-\$1,600.00	\$0.00	-\$1,600.00	-13.33%	\$10,400.00	1

Pending Board Actions	Ratifications	\$28,968.00
	Approvals	\$0.00
	<b>Total Board Action</b>	<b>\$28,968.00</b>

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

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

**ITEM REQUIRING ATTENTION---BOARD OF EDUCATION**

**To:** Board of Education **Meeting Date:** January 5, 2011  
**From:** Bruce Harter **Agenda Item:** CI C.16  
Superintendent  
**Subject:** Resolution No. 41-1011: Fred Korematsu Day of Civil Liberties and the Constitution

**Background Information:**

Mr. Fred T. Korematsu was an American, who had the courage during World War II, to refuse to comply with federal orders resulting in the internment of 120,000 Japanese Americans because he believed the action went against the basic freedoms guaranteed by the U.S. Constitution.

The California Legislature passed AB 1775, the Fred Korematsu Day of Civil Liberties and the Constitution and Governor Arnold Schwarzenegger signed this bill into law on September 23, 2010, recognizing Mr. Korematsu for his courage and history made by his arrest, conviction, and the ultimate overturning of that conviction.

The West Contra Costa Unified School District Board of Education encourages all schools and teachers to observe the Fred T. Korematsu Day of Civil Liberties and the Constitution on January 30, or the days surrounding it, and conduct exercises commemorating the life of Mr. Korematsu and recognize the importance of preserving civil liberties, even in times of real or perceived crisis.

**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  
Board of Education**

**Resolution No. 41-1011**

**Fred Korematsu Day of Civil Liberties and the Constitution**

**WHEREAS,** the battle for civil liberties has been championed by ordinary Americans who have had the courage to stand up and fight for their basic Constitutional rights; and

**WHEREAS,** Fred T. Korematsu was one of these individuals, who refused to comply with Civilian Exclusion Order 34, based on the federal Executive Order 9066, which imposed strict curfew regulations and required 120,000 Japanese Americans to leave their homes to be incarcerated in American concentration camps during World War II; and

**WHEREAS,** Mr. Korematsu was arrested and convicted, but fought back because he believed the conviction went against the basic freedoms guaranteed to him by the U.S. Constitution, and

**WHEREAS,** Mr. Korematsu's conviction was ultimately overturned in 1984; a decision that influenced the US government's passage of the Civil Liberties Act of 1988, which recognized that a grave injustice was done by forced relocation and incarceration of civilian Americans because of wartime prejudice; and

**WHEREAS,** current California law designates a number of days as having special significance, when public schools are encouraged to observe and conduct suitable commemorative exercises as specified

**WHEREAS,** the History-Social Science Framework for California Public Schools, Kindergarten through Grade Twelve, states that the history curriculum at each grade level relating to community, state, region, nation and the world must reflect and integrate the experiences of men and women of different racial, religious and ethnic groups; and

**WHEREAS,** the California Assembly and State Senate passed AB 1775, the Fred Korematsu Day of Civil Liberties and the Constitution, without opposition and Governor Arnold Schwarzenegger signed this bill into law on September 23, 2010:

**NOW, THEREFORE, BE IT RESOLVED,** that the West Contra Costa Unified School District Board of Education encourages all schools and teachers to observe the Fred T. Korematsu Day of Civil Liberties and the Constitution on January 30, or the days surrounding it, and conduct exercises commemorating the life of Fred Korematsu and recognizing the importance of preserving civil liberties, even in times of real or perceived crisis.

**PASSED AND ADOPTED** by the Board of Education of the West Contra Costa Unified School District on the fifth day of January 2011, by the following vote:

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT \_\_\_\_\_ ABSTAIN \_\_\_\_\_

**I HEREBY CERTIFY** that the foregoing resolution was duly introduced, passed, and adopted by the Board of Education at a meeting held on January 5, 2011.

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Bruce Harter  
Secretary, Board of Education

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

**ITEM REQUIRING ATTENTION----BOARD OF EDUCATION**

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**To:** Board of Education

**Meeting Date:** January 5, 2011

**From:** Bruce Harter, Superintendent

**Agenda Item:** CI C.17

**Subject:** Approval of Board Member Attending California Association for Bilingual Education Annual Conference

**Background Information:**

Board Bylaw 9250 stipulates members of the board shall be reimbursed for allowable expenses incurred in attending any meetings or in making any trips on official business of the school district when so authorized in advance by the Board of Education. (Education Code 35044). Board member Medrano has expressed interest in attending the California Association for Bilingual Education Conference (CABE), to be held in Long Beach. The conference dates are March 23 – 26, 2011 at the Long Beach Convention Center. Expenses including registration, travel, food and lodging are estimated to total approximately \$1800.00. Funds for Board travel and conference are budgeted and there is sufficient funding within that budget.

**Recommendation:**

That the Board authorizes attendance to the CABE Annual Conference 2011.

**Fiscal Impact:** General Fund

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**

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**To:** Board of Education **Meeting Date:** January 5, 2011  
**From:** Bruce Harter **Agenda Item:** CI C.18.  
Superintendent  
**Subject:** Affirmation of 2010 – 2011 Board of Education Meeting Schedule

**Background Information:**

Affirm the previously adopted schedule of regular meetings in 2011 including: January 5, January 19, February 2, February 16, March 2, March 16, April 13, May 4, May 18, June 1, June 29, July 13, July 27; and

Adopt the following additional dates for meetings in 2011: August 17, September 7, September 21, October 5, October 19, November 2, November 16, December 7.

**Recommendation:**

Recommend Adoption

**Fiscal Impact:**

None

DISPOSITION BY BOARD OF EDUCATION

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_  
Approved \_\_\_\_\_ Not Approved \_\_\_\_\_ Tabled \_\_\_\_\_

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT**  
**January 5, 2011**

**PLEASE POST**

**BOARD OF EDUCATION SCHEDULE**  
**2010 - 2011 SCHOOL YEAR**

**Meetings are normally scheduled to be held at *Lovonya DeJean Middle School, 3400 Macdonald Avenue, Richmond, CA*, on the first and third Wednesdays of each month at 6:30 PM. Dates and location are subject to change to accommodate holidays and other conflicts in scheduling. Notification of any changes in dates, times, or location will be publicized.**

**2011**

<b>JANUARY</b>	<b>5</b>	<b>19</b>
<b>FEBRUARY</b>	<b>2</b>	<b>16</b>
<b>MARCH</b>	<b>2</b>	<b>16</b>
<b>APRIL</b>		<b>13</b>
<b>MAY</b>	<b>4</b>	<b>18</b>
<b>JUNE</b>	<b>1</b>	<b>29</b>
<b>JULY</b>	<b>13</b>	<b>27</b>
<b>AUGUST</b>		<b>17</b>
<b>SEPTEMBER</b>	<b>7</b>	<b>21</b>
<b>OCTOBER</b>	<b>5</b>	<b>19</b>
<b>NOVEMBER</b>	<b>2</b>	<b>16</b>
<b>DECEMBER</b>	<b>7</b>	

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**BRUCE HARTER**  
**Superintendent**



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:** January 5, 2011  
**From:** Bruce Harter **Agenda Item:** CI C.19  
Superintendent  
**Subject:** Adding 6<sup>th</sup> Grade at Madera Elementary

**Background Information:**

In February 2009, the Board approved changes to grade configurations for several schools as a result of the school closure plan. One consequence of that action was to leave only Ford elementary in Richmond and Madera Elementary in El Cerrito with a K-5 configuration among all the elementary schools south of Hercules. In 2010, the Board approved, at the request of the Ford school staff, allowing Ford to add a 6<sup>th</sup> grade for 2010-11. During the public hearings about the temporary location of Portola Middle School in January of 2010, parents of Madera Elementary requested that Madera be allowed to add a 6<sup>th</sup> grade for the 2011-12 school year.

As a result of attendance area expansion in 2004 and an increasing number of out-of-attendance area transfers into the school, Madera does not have space to add 6<sup>th</sup> grade. Madera currently has 61 students in fifth grade who are assigned into one fifth grade class and one fourth-fifth combination class. If state funding remains stable for 2011-12 it is likely that the school will need space for two classes in order to house 6<sup>th</sup> graders at the school.

At the November 17, 2010 meeting, the Board discussed four options for creating space at Madera so that sixth grade students could attend there. The consensus of the Board was to approve adding 6<sup>th</sup> grade at Madera beginning with the 2011-12 school year and to do so by either adding relocatable classrooms or consolidating space within the school but not by rescinding current student transfers to Madera. Board members also indicated that they would consider attendance area changes if warranted in the future but not for the 2011-12 school year.

**Recommendation:**

That the Board approves the addition of 6<sup>th</sup> grade at Madera beginning with the 2011-12 by adding up to two relocatable classrooms if necessary.

**Fiscal Impact:**

Up to \$150,000 from the capital fund

**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**

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**To:** Board of Education

**Meeting Date:** January 5, 2011

**From:** Wendell Greer  
Associate Superintendent, K – Adult Education

**Agenda Item:** CI C.20

**Subject:** Richmond College Prep Operational Memorandum of Understanding

**Background Information:**

The charter was conditionally approved by the Board on July 7, 2010. This is to ratify the operational Memorandum of Understanding between West Contra Cost Unified School District and Richmond College Prep, which defines our terms of operation.

**Recommendation:** Board approves the operational memorandum of understanding.

**Fiscal Impact:** Cost recovery for charter operation

**DISPOSITION BY BOARD OF EDUCATION**

Motion by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

Approved \_\_\_\_\_

Not Approved \_\_\_\_\_

Tabled \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT  
AND  
RICHMOND PREPARATORY K-5 CHARTER SCHOOL**

This Memorandum of Understanding (“Agreement”) is entered into as of \_\_\_\_\_, 2010 (“Effective Date”), by and between the Board of Trustees of the West Contra Costa Unified School District (“District”) and Richmond Elementary School, Inc., a non-profit public benefit corporation (“Non-Profit”) operating the Richmond College Preparatory K-5 Charter School (“Charter School”), a public charter school chartered by the District. The Charter School and the District shall be collectively referred to herein as the “Parties”. This Agreement shall be enforceable only following execution by both parties and ratification or approval by the governing boards of each of the parties.

**RECITALS:**

- A. On July 25, 2005, the Charter School submitted a charter petition (“Charter”) to the District to establish a charter school. The Charter was approved by the District’s Board of Trustees on October 11, 2005.
- B. By approving the charter petition, the District assumes supervisory oversight of the Charter School consistent with Education Code sections 47604.32 and 47604.33. This Agreement is intended to outline the parties’ agreements governing their respective fiscal, operational, and administrative responsibilities, their legal relationship, and other matters of mutual interest not otherwise addressed or resolved in the terms of the Charter.
- C. The Charter School is operated by Non-Profit, a non-profit public benefit corporation. All obligations imposed hereby on the Charter School are equally imposed on Non-Profit.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein set forth, including the recitals hereof, the Charter School and the District do hereby agree as follows:

- 1. Term and Renewal.** This Agreement shall commence on the Effective Date and end on June 30, 2015. The Agreement is subject to early termination only as set forth in this Agreement or as otherwise permitted by law. Renewal or extension of the Charter and this Agreement shall be based, in part, on compliance with the terms set forth in this Agreement, District policy, and applicable law.
- 2. Designation of School.** The Charter School shall be known as the Richmond College Preparatory K-5 Charter School. The Charter School may not change its name, nor operate under any other name, without the prior express written approval of the District, and any change of name shall be considered a material revision to the charter petition under Education Code sections 47605 and 47607. The Non-Profit shall be responsible for all functions of the Charter School, subject to the terms and conditions set forth in this Agreement and the Charter. The Charter School shall not operate more than

one school site without the prior express written approval of the District. The Charter School shall not change locations without the prior written approval of the District.

### **3. Documentation Required by this Agreement.**

(a) Within thirty (30) days of the Effective Date of this Agreement, the Charter School shall provide the District copies of the following documents. To the extent these documents have already been provided to the District for the 2009-10 School Year, the documents shall be deemed submitted to the District:

- (1) Updated curriculum and educational plan for each grade level;
- (2) The Charter School's grading policies;
- (3) Contact information for all Charter School administrators;
- (4) The Charter School's organizational chart;
- (5) A roster and biographies for current governing board members;
- (6) Verification of Brown Act training for administration and governing board as required by section 17(a) of this Agreement;
- (7) Proof of Non-Profit's status as a non-profit corporation;
- (8) Copy of Non-Profit's Articles of Incorporation and bylaws;
- (9) Copy of the Charter School's health, safety and emergency plan (and verification of staff emergency, health & safety training);
- (10) Copy of the Charter School's parent/student handbook;
- (11) Copies of any notices provided to parents in advance of school opening;
- (12) Copies of the employee handbook and any employee contracts;
- (13) Updated proof of teacher credentials and satisfaction of highly-qualified teacher requirements;
- (14) Estimated enrollment and proof of appropriate and legally sufficient student-teacher ratios;
- (15) If the Charter School will not be occupying District facilities, a copy of any agreement for the Charter School's facility and proof of that facility's compliance with the Field Act and/or the California Building Standards Code, as adopted and enforced by the local building enforcement agency, as well as all applicable health, fire, zoning and occupancy requirements; and
- (16) If applicable, fully executed contracts with appropriate providers of special education services, sufficient to cover anticipated special education needs for the initial year of operation.

(b) Enrollment Documentation. In addition to the foregoing, the Charter School shall also provide a list of the names and addresses of students enrolled and the school district of residence for each student within ten (10) school days after the beginning of the Charter School's school year. Thereafter, the same information shall be provided to the school district every two (2) months during the Charter School's school year, by the 10th day of each such month.

**4. Programmatic Audit.** The Charter School will compile and provide to the District an annual performance audit. Each school year's performance audit will be delivered in final written form to the District Superintendent within sixty (60) days of the last day of instruction for the regular school year or by September 1, whichever date

is earlier. The audit will, at a minimum, include the following data:

- (a) Summary data showing student progress towards meeting the goals and outcomes specified in the Charter from assessment instruments and measures listed in the Charter or otherwise required by the District.
- (b) Information regarding the number of students taking and passage rate of the California High School Exit Exam (“CAHSEE”), if applicable.
- (c) An analysis of whether student performance is meeting the goals specified in the Charter. This data will be displayed on both a school-wide basis and disaggregated by major racial and ethnic categories and shall include analysis based on the STAR and CAHSEE programs of the State of California.
- (d) The Charter School’s progress towards meeting its Annual Performance Index (“API”) and Adequate Yearly Progress (“AYP”) targets.
- (e) Results of any additional internal assessments used by the school.
- (f) A copy of the Charter School’s governing board’s self-evaluation on prior-year management performance, including summary of major decisions and policies established during the year, and upcoming year goals.
- (g) Data on the level of parent involvement in the Charter School’s governance (and other aspects of the school, if applicable) and summary data from an annual parent and student satisfaction survey.
- (h) Data regarding the number of staff working at the Charter School and their qualifications.
- (i) A summary of any major changes to written school policies during the year.
- (j) Information demonstrating whether the Charter School implemented the means set out in the Charter to achieve a racially and ethnically balanced student population.
- (k) An overview of the Charter School’s admissions practices during the year and data regarding the numbers of students enrolled and the number on waiting lists.
- (l) Analysis of the effectiveness of the Charter School’s internal and external dispute mechanisms and data on the number and resolution of disputes and complaints.
- (m) A report on student discipline, including the number of students suspended or expelled from the Charter School; and
- (n) Any other information regarding the educational program and the administrative, legal, and governance operations of the Charter School relative to compliance with the terms of the Charter generally or as requested by the District.

**5. Funding.**

(a) Basic Funding. The Charter School has elected to receive funding from the State directly, pursuant to Education Code section 47651. The District shall comply with Education Code section 47635 in providing the Charter School with its share of local funding. However, the parties understand that in the event that such funds are not timely received by the District due to processing delays at either the state or county level, such funds shall be provided to the Charter School as soon as practicable after such funds are made available to the District. Except as otherwise noted in this Agreement, it shall be the responsibility of the Charter School to apply for funding beyond the basic statutory entitlements set forth in Education Code section 47633 and Education Code section 47634.1. The District recognizes the authority of the Charter School to pursue additional sources of funding. Any application for funding by the Charter School that depends on the support or creditworthiness of the District shall be approved in advance by the District.

(b) District Applications for Funding. When the District applies for additional sources of funding in the form of grants and/or categorical funding at the request of and for the benefit of the Charter School, the District shall receive three percent (3%) of any funds allocated to the Charter School to compensate the District for its services in obtaining the funds for the Charter School. These funds shall not be considered revenue for purposes of the District's oversight fee set forth in section 8(b) of this Agreement. The Charter School shall cooperate fully with the District in any application made by the District on behalf of the Charter School.

(c) Expenditure of Funds. The Charter School agrees to comply with all regulations related to expenditures and receipt of its funds (including compliance with federal and state compliance regulations and certifications). Without limitation to the foregoing, the Charter School agrees that all revenue received from the District and the State shall only be used as outlined herein and in the charter for the provision of educational services for school age children enrolled in and attending the Charter School and shall not be used for purposes other than those set forth in the Charter School's Charter and any authorized amendments. The Charter School shall be responsible for establishing the appropriate funds or accounts in the county treasury for the Charter School and for making necessary arrangements for the Charter School's participation, as appropriate, in the State Teachers' Retirement System ("STRS"), the Public Employees' Retirement System ("PERS"), and social security. The Charter School will provide the District with documentation attesting that it has entered into an agreement with the County Office of Education to provide these services.

(d) Compliance with Procedures. To the extent that the Charter School is required to submit records or information to the District or the County Office of Education in order to confirm funding, those records must be prepared by the Charter School in conformance with pertinent District and county procedures.

**6. Legal Relationship.** Pursuant to its Charter and Education Code section 47604, the Charter School is operated by a non-profit public benefit corporation and is a separate legal entity from the District. As such, the District shall not be liable for the debts or obligations of the Charter School or the Non-Profit to the maximum extent permitted by applicable law. It is agreed that it is the parties' intent that the District shall

incur no unreimbursed cost or expenses of any type whatsoever as a result of its relationship with the Charter School. The Charter School may not enter into a contract or agreement to be managed or operated by any other non-profit public benefit corporation (or any other corporation or entity) without the express written prior approval of the District.

7. **Complaints.** Complaints filed with the Charter School, whether formal or informal and including complaints filed with any governmental entity other than the District, must be provided to the District within three (3) working days of receipt. If any such complaint raises an issue or issues that may be grounds for revocation or non-renewal of the charter, the District may request that the Charter School report to the District on how such complaints are being addressed, and the Charter School agrees to provide such information upon the District's request. The Charter School shall make such information available to the District for inspection and copying upon request during regular business hours or, upon request, the Charter School shall deliver to the District within ten (10) business days a current copy of any requested records or information. Under all circumstances, the Charter School will cooperate fully in the release of information to the District to assist in the District's oversight obligations.

## 8. **Fiscal Relationship.**

(a) Responsibility for Fiscal Functions. The District shall not act as fiscal agent for the Charter School. Except otherwise expressly set forth in this Agreement, the Charter School shall be responsible for all of its fiscal operations, including but not limited to such functions as payroll, purchase orders, attendance reporting and state budget forms.

(b) Oversight Fee. The parties agree that the District will incur costs in connection with its performance of supervisory oversight of the Charter School as required by law, and that it is not in the best interests of either Party to require a mechanical assessment, accounting, billing and payment process to compensate the District for such costs. The parties further agree that the District is providing the Charter School with substantially rent-free facilities as referenced by Education Code section 47613(b). Therefore, the parties agree that the actual cost of the District's supervisory oversight of the Charter School is three percent (3%) of all Charter School's general purpose entitlement and categorical block grants, as defined in subdivisions (a) and (b) of Education Code section 47632 ("Oversight Fee"). Although calculated on an annual basis, the District shall withhold the Oversight Fee on a monthly basis from the Charter School's in lieu property tax disbursement, pursuant to Education Code section 47635, with reconciliation to take place at the end of the fiscal year.

The parties agree that should District be required by law or requested by the Charter School to perform services on behalf of the Charter School outside of its supervisory oversight functions and other than as outlined below as regards administrative services, it will incur additional costs or expenses, which Charter School agrees are not included within the services under the Oversight Fee. At this time the Charter School does not wish to retain the District for any additional services. Any agreement for additional services not covered by the Oversight Fee shall be subject to a separate agreement and the Charter School agrees to reimburse the District for such services pursuant to the terms of such agreement.

“Supervisory Oversight” as used in the Education Code Section 47613 is defined in Education Code Sections 47604.32 and 47604.33 to mean the District’s performance of duties to include the following:

- Identification of at least one (1) staff member as contact person for the Charter School.
- Visiting the Charter School at least annually.
- Monitoring the fiscal condition of the Charter School.
- Providing timely notification regarding whether the charter’s renewal is granted or denied, the charter is revoked, or the charter will cease operation for any reason.
- Reviewing annual reports and assessing the fiscal condition of the Charter School pursuant to Education Code section 47604.33.

(c) Distribution of Assets Upon Revocation or Closure. Should the Charter School cease to exist (by revocation or non-renewal of its charter or by voluntary closure), and upon a final audit and the payment of, or provision for payment of, all debts and liabilities of the Charter School, any public funds held by or for the Charter School and any assets of the Charter School purchased with public funds shall be distributed to a public entity agreed upon by the District and the Charter School upon such consultation with the California Department of Education as the District may deem necessary. In all cases, any distribution of funds or assets of the Charter School shall not include any funds or assets owned by or owed to the District.

(d) The Charter School shall contribute a fair, equitable and proportionate share of its revenue toward repayment of the District’s loan obligation specified in Education Code section 41471. The Charter School’s contribution per District resident ADA of the Charter School shall be computed by dividing the District’s annual loan payment by the total number of District ADA. In the event the District’s loan obligations are restructured, the District shall give the Charter School written notice thereof, an opportunity for comment, and the parties shall meet and confer to determine in what way the repayment obligations allocated to the Charter School are to be affected. The Charter School’s share of the loan obligation will not be deducted from its monthly in-lieu property tax disbursement. The District shall invoice the Charter School for its share of the loan obligation on a quarterly basis.

## **9. Fiscal Controls.**

(a) Fiscal Policies. The Charter School shall adopt and meet generally accepted accounting principles and shall adopt policies to ensure the Charter School’s funds are used to most effectively support the Charter School’s mission and to ensure that funds are budgeted, accounted for, expended, and maintained in an appropriate fashion. Such policies will include, but not be limited to the following:



- (1) Expenditures shall be made in accordance with the annual budget adopted by the Charter School's governing board;
- (2) The Charter School's funds shall be managed and held in a manner that provides a high degree of protection of the Charter School's assets; and
- (3) All transactions shall be recorded and documented in an appropriate manner that allows reporting to the State, the District, and/or the County Office of Education.

(b) Attendance Accounting. The Charter School will be responsible for its daily and monthly attendance accounting, as well as any attendance reporting to the District, the County Office of Education or state agencies. The Charter School will establish and maintain an appropriate attendance accounting system to record the number of days students are actually in attendance and engaged in activities required of them by the Charter School. The Charter School's annual audit will review actual attendance accounting records and practices to ensure compliance. The Charter School's attendance accounting practices will be in conformance with applicable law.

(c) Annual Financial Audit. The Charter School shall not participate in the annual District fiscal auditing process. Rather, the Charter School's governing board will annually appoint an external fiscal auditor, subject to the approval of the District. The audit shall include, but not be limited to:

- (1) An audit of the accuracy of the Charter School's financial statements;
- (2) An audit of the Charter School's attendance accounting and revenue claims practices; and
- (3) An audit of the Charter School's internal control practices.

The Charter School shall complete its audit within ninety (90) days after the close of the fiscal year. A copy of the audit report shall be submitted to the District within thirty (30) days of completion, or no later than December 15 of the fiscal year following the fiscal year for which the audit was performed. The Charter School agrees to implement all audit recommendations to the District's satisfaction, unless other terms are agreed to between the District and the Charter School.

(d) Financial Reports. In addition to the foregoing requirements, the Charter School shall annually prepare and submit the following reports to the District and the County Superintendent of Schools:

- (1) By July 1, 2010, and by July 1 each year thereafter, the Charter School will provide a complete budget for the coming fiscal year using an accounting format acceptable to the California Department of Education (reference: <http://www.cde.ca.gov/fg/sf/fr/>). This submission will include a budget for all funds and accounts operated by the Charter School, all supplementary forms, and a multi-year projection for the current and subsequent two (2) fiscal years and a written narrative describing the assumptions on which the budget and multi-year projects are based. The submissions will have passed a technical review and be error free. The submission shall consist of two (2) hard

copies and one (1) data file (on disc) or the data file may be emailed to the Director of the District's Business Services Department.

(2) By December 15 of each school year, the Charter School shall file a First Period Interim Report for changes that have taken place through October 31. The Charter school will use an accounting format acceptable to the California Department of Education (reference: <http://www.cde.ca.gov/fg/sf/fr/>). This submission will include an updated budget for all funds and accounts operated by the Charter School all supplementary forms, and a multi-year projection for the current and subsequent two (2) fiscal years and a written narrative describing the assumptions on which the budget and multi-year projects are based. The submissions will have passed a technical review and be error free. The submission shall consist of two (2) hard copies and one (1) data file (on disc) or the data file may be emailed to the Director of the District's Business Services Department.

(3) By March 15 of each school year, the Charter School shall file a Second Period Interim Report for changes that have taken place through January 31. The Charter school will continue to use an accounting format acceptable to the California Department of Education (reference: <http://www.cde.ca.gov/fg/sf/fr/>). This submission will include an updated budget for all funds and accounts operated by the Charter School, all supplementary forms, and a multi-year projection for the current and subsequent two (2) fiscal years and a written narrative describing the assumptions on which the budget and multi-year projects are based. The submissions will have passed a technical review and be error free. The submission shall consist of two (2) hard copies and one (1) data file (on disc) or the data file shall be emailed to the Director of the District's Business Services Department.

(4) By September 15 after the close of the school year, the Charter School shall file Un-audited Actuals covering July 1 through June 30 of the prior school year. The Charter school will continue to use an accounting format acceptable to the California Department of Education (reference: <http://www.cde.ca.gov/fg/sf/fr/>). This submission will include the year end un-audited actual financial statement for all funds and accounts operated by the Charter School, all supplementary forms, and a multi-year projection for the current and subsequent two (2) fiscal years and a written narrative describing the assumptions on which the budget and multi-year projects are based. The submissions will have passed a technical review and be error free. The submission shall consist of two (2) hard copies and one (1) data file (on disc) or the data file shall be emailed to the Director of the District's Business Services Department.

(5) The Interim Reports shall include:

- i. Year to date financial activity, broken down by month, showing budgeted versus actual amounts;
- ii. Detailed revenue and expenditure projections for the current year and the two (2) succeeding years, with

assumptions;

- iii. Monthly cash flow, including up to date actuals and projects for the remainder of the current year.
- iv. CDE Exhibit N-1 (Principal apportionment revenue calculations), with complete and up-to-date information; and
- v. Updated enrollment and ADA figures.

Failure to submit accurate and complete financial information as required hereby shall be considered grounds for revocation of the Charter.

(e) Voter Approved Measures. In the event that the District seeks and receives a voter approved bond or parcel tax, the Charter School shall have no entitlement to any portion of the funds unless otherwise agreed upon in writing prior to the election. The Charter School agrees that it has no entitlement to funds currently being received, if any, by the District under previous parcel tax or bond elections.

(f) Loans. The Charter School shall establish a fiscal plan for repayment of any loans received by the Charter School in advance of receipt of such loans. It is agreed that all loans sought by the Charter School shall be authorized in advance by the governing board of the Charter School and shall be the sole responsibility of the Charter School. The District shall have no obligation with respect to any loans received by the Charter School to finance its operations, and any such loan shall be the sole responsibility of the Charter School. Upon request, the Charter School will provide information regarding any such loan to the requesting agency pursuant to Education Code section 47604.3. The Charter School shall not enter into an unsecured agreement or contract that gives rise to a multiple fiscal year direct or indirect debt or other financial obligation, which exceeds Five thousand dollars (\$5,000) on the part of the Charter School without the prior written consent of the District, and shall notify the District in writing prior to entering into any debt whatsoever.

(g) Advance of Funds. Absent a written agreement to the contrary, the District shall not advance any funds to the Charter School nor shall the District provide a line of credit for the Charter School.

(h) Cash Flow and Reserve. Consistent with section 15443 of Title 5 of the California Code of Regulations, the Charter School shall maintain prudent reserves at least equivalent to those required of school districts of similar size:

<u>School ADA</u>	<u>Expected Reserve</u>
0-300	Greater of 5%* or \$50,000
301-1,000	Greater of 4%* or \$50,000
1,001-30,000	3%*

\* Percentages are as applied to total expenditures, transfers out and other uses, except as provided for in Education Code section 33128.

(a) Enrollment. The Charter School recognizes the need to achieve sufficient enrollment each year so that Charter School remains fiscally viable. On an annual basis and no later than January 15 of each year, the Charter School shall provide the District a copy of its estimated maximum enrollment plans and anticipated grade level offerings for the following school year. The Charter School shall also provide a list of the names, residential addresses, and residential telephone numbers of students enrolled and the district of residence for each student. The Charter School recognizes that this information is critical to District planning for the next year. The Charter School agrees to use its best efforts to give complete and accurate information regarding enrollment to the District on an ongoing basis.

(b) Reporting to Public Agencies. The Charter School shall submit to the District a copy of all reports or other documents that the Charter School is required to submit to any state or other public agency in the State of California.

(c) Notification to District Regarding Governing Body Composition. The Charter School shall annually (on or before July 1) send to the District a list of its directors and officers. The Charter School shall provide the District with immediate notice of any change in the composition of these directors or officers.

(d) School Calendar and Schedules. The Charter School shall provide by July 1 of each year the school calendar and bell schedule for the following school year, including calculation of instructional minutes. If summer school, extended day or intersession is offered, the Charter School shall provide calendars and bell schedules for such programs.

(e) Cumulative File Information. The District and Charter School shall promptly forward to each other all cumulative file information, including, but not limited to, information regarding special education and related services, whenever a student transfers from a District school to the Charter School, or vice versa.

(f) Performance Assessments. The Charter School shall forward results from statewide assessments to the District promptly upon receipt by the Charter School, but in no event later than thirty days after such receipt.

(g) Student Records. The Charter School hereby designates the employees of the District as having a legitimate educational interest such that they are entitled upon request to access to the Charter School's education records under the Federal Educational Rights and Privacy Act ("FERPA") and related state laws regarding student records. At a minimum, such records include emergency contact information, health and immunization data, attendance summaries, and academic performance data from all statewide student assessments pursuant to Education Code sections 60605 and 60851. The Charter School, its officers and employees shall comply with FERPA and state laws regarding student records at all times.

**11. Special Education and Related Services.** The Charter School and the District shall concurrently herewith enter into a separate Special Education Services Agreement. Notwithstanding the terms thereof, the Charter School agrees that all children will have access to the Charter School and no student shall be denied admission due to disability. The Charter School shall be solely responsible for compliance with Section 504 of the

**12. English Learners.** The Charter School will annually administer the California English Language Development Test (“CELDT”) to all eligible students. The Charter School will be responsible for all components necessary to comply with state and federal testing and reporting of English Learners.

**13. Human Resources Management.**

(a) Charter School Exclusive Employer. The Charter School is the exclusive public school employer of its employees for purposes of collective bargaining as provided in Education Code section 47605 (b)(5)(O). The employees of the Charter School shall have no right to employment by the District. The Charter School shall have sole responsibility for employment, management, dismissal and discipline of its employees.

(b) Compliance with Fingerprinting Requirements. Prior to the opening of the Charter School and throughout the term of the Charter and this Agreement, all employees of the Charter School, parent volunteers who will be performing services that are not under the direct supervision of a certificated teacher, and onsite vendors having unsupervised contact with students, will submit to background checks and fingerprinting in accordance with the provisions of Education Code section 45125.1. The Charter School will provide certification to the District that all employees and volunteers or vendors have clear criminal records summaries prior to their having any unsupervised contact with students. The Charter School will maintain on file and have available for inspection during District site visits, evidence that the Charter School has performed criminal background checks for all employees and documentation that vendors have conducted required criminal background checks for their employees prior to any unsupervised contact with students.

(c) STRS/PERS. If the Charter School decides to offer existing or new employees of the Charter School the opportunity to participate in STRS or PERS, the Charter School shall be responsible for entering into a contract with STRS and/or PERS or the District. At the request of the Charter School, the District shall create any reports required by STRS or PERS and may charge the Charter School for the actual costs of such reporting services.

(d) NCLB. The Charter School will be responsible for ensuring its staff is compliant with all provisions of the federal No Child Left Behind Act (“NCLB”).

**14. Insurance and Risk Management.** The Charter School shall, at its sole cost and expense during the entire term hereof, procure, pay for and keep in full force and effect insurance with a licensed carrier(s) as outlined in this section 14, as well as any additional insurance required by law. The Charter School shall provide the District with a certificate of insurance for each policy purchased pursuant to this Section along with additional insured endorsements as required by section 14(a)(3) hereof.

(a) Basic Terms. All insurance policies required under this section 14 shall include the following:

(1) A clause stating: "This policy shall not be canceled or reduced until notice has been mailed to West Contra Costa Unified School District stating the date of cancellation or reduction. The date of cancellation or reduction may not be less than thirty calendar days after the date of mailing such notice.";

(2) Language stating with particularity those insured, the extent of insurance, locations and operations to which the insurance applies, expiration date, to whom the cancellation and reduction notice required by section 12(a)(1) will be sent, and length of notice period; and

(3) A statement that the District and its officers, employees and agents are named as additional insureds under the policy and that such insurance policy shall be primary to any insurance or self-insurance maintained by the District. The Charter School shall provide the District with an additional insured endorsement for each insurance policy held by the Charter School. A certificate of insurance containing reference to the endorsement will not be accepted in lieu of the actual endorsement.

(b) Workers' Compensation. In accordance with the Labor Code, the Charter School shall purchase and hold Workers' Compensation insurance adequate to protect the Charter School from claims under the Workers' Compensation Act which may arise from its operation.

(c) General Liability Insurance. The Charter School shall purchase and hold occurrence-based general liability insurance in the amount of Two million dollars (\$2,000,000) providing coverage for, among other things, negligence, errors and omissions, educators legal liability, abuse and molestation, crime, and employment practices liability of the Charter School, its Board, officers, agents, employees or students. The deductible per occurrence for said insurance shall not exceed five thousand dollars (\$5,000) for any and all losses resulting from negligence, errors and omissions of the Charter School, its Board, officers, agents, employees or students.

(d) Property Insurance. To the extent the Charter School is located in a District facility, the Charter School must also secure property insurance as outlined in the Facilities Use Agreement between the Charter School and the District. In addition the Charter School shall secure and maintain content property insurance for the Charter School's property with a minimum policy limit of eighty percent (80%) of the value of the Charter School's property.

(e) Bond. The Charter School shall purchase and hold fidelity bond coverage to cover all school employees.

**15. Facilities.** In the event the Charter School will occupy District facilities, the parties shall separately enter into a Facilities Use Agreement, setting forth all terms and provisions of such use.

**16. Indemnification.** The Charter School shall indemnify, defend, and hold harmless

the District, its officers, directors, and employees, attorneys, agents, representatives, volunteers, successors and assigns (collectively hereinafter the “indemnified parties”) from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney’s fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered is against the indemnified parties, that may be asserted or claimed by any person, firm or entity arising out of, or in connection with, the Charter School’s performance under the charter or this Agreement, including, but not limited to, any acts or errors or omissions by the Charter School, its governing body, administrators, employees, agents, representatives, volunteers, successors and assigns, unless caused wholly by the negligence or willful misconduct of any of the indemnified parties.

**17. Compliance with Law Applicable to Public Agencies.** The Charter School shall at all times comply with laws which generally apply to public agencies or from federal or state laws (which may be amended from time to time), including but not limited to the following:

- The Brown Act (Cal. Gov. Code §§ 54950 *et seq.*);
- The Public Records Act (Cal. Gov. Code §§ 6250 *et seq.*);
- State conflict of interest laws (the Political Reform Act (Cal. Gov. Code §§ 87100 *et seq.*), and Cal. Gov. Code §§ 1090 *et seq.*);
- The Child Abuse and Neglect Reporting Act (Cal. Penal Code §§ 11164 *et seq.*);
- The Individuals with Disabilities Education Rights Act (“IDEA”) (20 U.S.C. §§ 1400 *et seq.*);
- The Americans with Disabilities Acts (42 U.S.C. §§ 12101 *et seq.*);
- The U.S. Civil Rights Acts, including Title VII of the 1964 Civil Rights Act;
- The California Fair Employment and Housing Act (“FEHA”) Cal. Gov. Code §§ 12900 *et seq.*);
- The Age Discrimination in Employment Act (“ADEA”) 29 U.S.C. §§ 621 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §§ 794 *et seq.*), Education Code sections 220 *et seq.*;
- The Uniform Complaint Procedure (5 Cal. Code Regs. §§ 4600 *et seq.*);
- The Family Educational Rights and Privacy Act (“FERPA”) 20 U.S.C. §§ 1232g *et seq.*; and
- The No Child Left Behind Act (“NCLB”) 20 U.S.C. §§ 6301 *et seq.*).

(a) Brown Act and Governing Board Meetings. During the term of the Charter, the Charter School shall conduct the meetings of its governing board in accordance with the Brown Act, including making public the agendas of such meetings in advance, as required by the Brown Act. Prior to opening, the Charter School will provide verification by letter to the District that all members of the Governing Board, administrative staff, and any other staff deemed appropriate by the Charter School have participated in Brown Act training. The governing board of the Charter School shall conduct public meetings at such intervals as are necessary to ensure that the board is providing sufficient direction to the Charter School through implementation of effective policies and procedures. The District reserves the right to appoint a voting member to the

Charter School's governing board in accordance with the provisions of Education Code section 47604. The Charter School agrees to provide to the District's representative on the governing board a complete board packet of information being submitted to the board before each meeting, in sufficient time for review. Governing board adopted policies, meeting agendas and minutes shall be maintained and shall be available for public inspection and to the District during site visits (or upon request).

(b) Public Records Act. The Charter School understands and agrees that all of its records that relate in any way to the operation of the Charter School are public records subject to the requirement of the Public Records Act (Government Code sections 6250 *et seq.*) as well as Education Code section 47604.3.

(c) Statement of Fact. The Charter School shall file a Statement of Fact – Roster of Public Agencies in accordance with Government Code section 53051. A copy of the initial filing and any subsequent amendments required by law shall be forwarded to the District.

**18. Transportation.** The Charter School shall be responsible for any transportation offered to students who enroll in the Charter School.

**19. Amendments to Charter.** Changes to the Charter deemed to be material amendments may not be made without District consideration and written approval consistent with the requirements of the Education Code. Amendments to the Charter considered to be material changes include, but are not limited to, the following:

- (a) Substantial changes to the educational program (including the addition or deletion of an educational program), mission, or vision;
- (b) Changing to (or adding) a non-classroom-based program, if originally approved as a classroom-based program;
- (c) Proposed changes in enrollment that differ by more than ten percent (10%) +/- of the enrollment originally projected in the charter petition;
- (d) Addition or deletion of grades or grade levels to be served;
- (e) Location of facilities and/or new sites;
- (f) Admission preferences; and
- (g) Governance structure.

**20. Amendments to Agreement.** Any modification of this Agreement must be in writing and executed by duly authorized representatives of both parties specifically indicating the intent of the parties to modify this Agreement. No such modification or amendment shall be effective absent approval or ratification by the governing boards of both parties.

In the event of changes in laws, District policies, or conditions of operation by the State Board of Education ("SBE"), the District reserves the right to require modifications to this Agreement. The Charter School agrees to approve such modifications as required by applicable law, District policy or SBE directive.

**21. Dispute Resolution.** Any and all disputes arising out of the interpretation or performance of this Agreement, the Special Education Services Agreement, or the Facilities Use Agreement shall be subject to the following procedure, which shall, with



respect to the interpretation of such agreements, supersede the dispute resolution procedure set forth in the Charter. Notwithstanding the foregoing, if any such dispute concerns facts or circumstances that may be cause for revocation of the Charter, the District shall not be obligated by the terms of this section as a precondition to revocation.

(a) The Superintendent of the District (or his or her designee) and the Charter School Director shall each appoint one (1) representative to form a "Site Committee". If a Site Committee was previously appointed in attempt to resolve a prior dispute, the membership of such committee shall be deemed to continue in service unless (1) any member is no longer employed by the party such member represents or (2) any party requests, in writing, that the other party appoint a new member to replace an existing member, such requests to be made solely in the interest of furthering the resolution of disputes. The Site Committee shall meet to attempt informal resolution of the dispute. The Site Committee shall attempt to formulate proposed solutions to the dispute, and shall present such solutions to the party each such member represents.

(b) If such efforts do not yield a resolution within thirty (30) days of the first such meeting of the Site Committee to resolve each such dispute, the Superintendent of the District and the Executive Director of the Charter School shall meet with the Site Committee at least once and up to three times in an effort to reach a resolution of the dispute.

(c) If the parties are unable to resolve the dispute through such informal meetings, any party may request in writing that the dispute be submitted to non-binding mediation, and the other party shall accede to such request. The cost of such mediation shall be split evenly by the District and the Charter School. The mediator shall be selected jointly by the District and the Charter School, and the parties shall cooperate to find a reasonably acceptable mediator.

(d) Any resolution of a dispute pursuant to the foregoing procedure shall be submitted to the governing boards of both the District and the Charter School for acceptance before such resolution is effective.

(e) If the parties are unable to resolve the dispute through non-binding mediation, then either party may exercise any other legal remedy such party may have. Compliance with these dispute resolution procedures shall be a prerequisite to any legal action to enforce the terms of this Agreement.

(f) Exercise by the Charter School of this dispute resolution procedure shall not, in and of itself, constitute a material violation of the charter or otherwise be grounds for revocation.

**22. Severability.** If any provision or any part of this Agreement is for any reason held to be invalid or unenforceable or contrary to law, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

**23. Governing Authority.** To the extent that this Agreement is inconsistent with any of the terms of the Charter, the terms of this Agreement shall supersede the terms of the Charter. As such, any violation of this Agreement may be treated by the District as a violation of the Charter under Education Code section 47607. However, if any provision

of this Agreement is not aligned with the Charter, the Charter School and the District may agree to modify this Agreement, pursuant to the terms of section 20, or the Charter, pursuant to applicable law, in order to bring about alignment.

**24. Venue.** The parties agree that any legal action to enforce the terms of this Agreement shall be brought in the appropriate court in Contra Costa County, California.

**25. Notices.** All notices, requests, and other communications under this Agreement shall be in writing and submitted in writing to the addresses set forth below. Notice shall be deemed given on the second day following the mailing of notice by certified mail.

To the District at:


West Contra Costa Unified School District  
1108 Bissell Avenue  
Richmond, California 94801  
Attn: Dr. Bruce Harter

To the Charter School at:

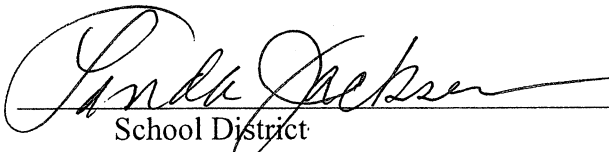
Richmond College Preparatory K-5 Charter School  
214 South 11th Street  
Richmond, CA 94804  
Attn: Peppina Chang

**26. Entire Agreement; Counterparts.** This Agreement contains the entire agreement of the parties with respect to the matters covered hereby, and supersedes any oral or written understandings or agreements between the parties with respect to the subject matter of this Agreement. This Agreement may be executed in counterparts, each of which shall constitute an original. Facsimile copies of signature pages transmitted to other parties to this Agreement shall be deemed equivalent to original signatures on counterparts.

Dated: 4-28-10

  
LINDA DELGADO  
Charter School

Dated: 4/29/10

  
Linda Jackson  
School District

Approved and ratified this \_\_\_\_\_ by the Board of Education of the \_\_\_\_\_ School District by the following vote:

AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_  
ABSTAINS: \_\_\_\_\_

Certification by the Superintendent.  
SCO25134

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

**ITEM REQUIRING ATTENTION----BOARD OF EDUCATION**

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**To:** Board of Education

**Meeting Date:** January 5, 2011

**From:** Wendell Greer  
Associate Superintendent, K – Adult Education

**Agenda Item:** CI C.21

**Subject:** Richmond College Prep Special Education Memorandum of Understanding

**Background Information:**

The charter was conditionally approved by the Board on July 7, 2010. This is to ratify the Special Education Memorandum of Understanding (MOU) between West Contra Cost Unified School District and Richmond College Prep, which defines our terms of operation.

**Recommendation:** Board approves the Special Education memorandum of understanding.

**Fiscal Impact:** Cost recovery for charter operation

DISPOSITION BY BOARD OF EDUCATION

Motion by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

Approved \_\_\_\_\_

Not Approved \_\_\_\_\_

Tabled \_\_\_\_\_

**SPECIAL EDUCATION MEMORANDUM OF UNDERSTANDING  
BETWEEN THE WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT  
AND  
RICHMOND COLLEGE PREPARATORY K-5 CHARTER SCHOOL**

This Memorandum of Understanding (“Agreement”) is entered into as of \_\_\_\_\_, 2010, by and between the Board of Trustees of the West Contra Costa Unified School District (“District”) and Richmond Elementary School, Inc., a non-profit public benefit corporation (“Non-Profit”) operating the Richmond College Preparatory K-5 Charter School (“Charter School”), a public charter school chartered by the District. This Agreement will set forth the responsibilities of the parties with respect to the delivery and financing of special education services to children enrolled in the Charter School. The Charter School and the District are collectively referred to as the “Parties.”

**I. RECITALS**

- A. The District is the granting agency of the Charter School. The District approved the Charter School charter on October 11, 2005 for a term of five (5) years. Upon expiration of this initial five-year term, the Non-Profit submitted a petition for renewal of the charter dated May 2010, which was conditionally approved by the District for a five (5) year term beginning July 1, 2010 and expiring June 30, 2015.
- B. The Charter School shall be categorized as a “public school” within the District in conformity with California Education Code section 47641, subdivision (b) for the purposes of special education. The Charter School’s students will be students of the District for purposes of special education.
- C. The District will serve as the Charter School’s local educational agency (“LEA”) for the purposes of special education, and as such must take steps to ensure that all children with disabilities enrolled in the Charter School receive special education and designated instruction and services in conformity with their individualized education plans (“IEP”) and in compliance with the Individuals with Disabilities Education Act (“IDEA”) (20 U.S.C. § 1400 *et seq.*), its implementing regulations and all applicable state and federal law. (Ed. Code, § 47646(a).)
- D. This Agreement has the purpose of clarifying the roles and responsibilities of the parties with regard to students who are enrolled and attend the Charter School and are or may be eligible for special education and related services under the IDEA.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein set forth, the Charter School and the District do hereby agree as follows:

## **II. TERM**

The term of this Agreement shall be coterminous with the term of the Charter, five years. This Agreement may be amended by mutual written agreement of the Parties at any time.

## **III. DESIGNATED REPRESENTATIVE**

The District's designated representative shall be the superintendent and shall have the authority to act on behalf of the District. The Charter School shall designate a representative in writing and this representative shall have the authority to act on behalf of the Charter School, except to the extent action by the Governing Board of the Charter School is legally required.

## **IV. NONDISCRIMINATION IN ADMISSIONS**

All students will have access to the Charter School and no student shall be denied admission due to his or her disability. (20 U.S.C. § 1412(a)(2); 34 C.F.R. § 300.209; Ed. Code, § 47605(d).)

## **V. SECTION 504 AND THE ADA**

The parties agree that this Agreement is intended to address the responsibilities of the parties with respect to the provision and financing of special education services under the IDEA and does not cover services or accommodations required under Section 504 of the Rehabilitation Act of 1973 ("Section 504"), nor under the Americans with Disabilities Act ("ADA"). The Charter School shall be solely responsible, at its own expense, for compliance with Section 504 and the ADA.

## **VI. SPECIAL EDUCATION FUNDING**

**A. Retention of Special Education Funds by the District.** The Charter School, which has been deemed a public school of the District, shall participate in state and federal funding in the same manner as any other public school of the District. (Ed. Code, § 47646(a).) The parties agree that, pursuant to the division of responsibilities set forth in this Agreement, the District has agreed to provide special education services and related services for the Charter School, consistent with the services it provides eligible students at its other public schools. Consistent with this division of responsibility, the District shall retain all state and federal special education funding allocated for Charter School students through its Special Education Local Plan Area, ("SELPA").

**B. Charter School Contribution to Encroachment.** The Charter School shall owe

the District a pro-rata share of the District's unfunded special education costs (encroachment). At the end of each fiscal year, June 30, the District shall calculate the Charter School's pro-rata share of the District-wide encroachment for that year as calculated by the total unfunded special education costs of the District (including those costs attributable to the Charter School) divided by the total number of District ADA (including Charter School students) and multiplied by the total number of Charter School ADA. Charter School ADA shall include all students, regardless of home district. Payments for encroachment shall be made by the Charter School pursuant to the following schedule:

October 31: 25% of Charter School's estimated pro-rata share of encroachment based upon prior year encroachment adjusted by a credit or deduction to reflect any difference between Charter School's actual pro-rata share for the prior year and actual payments made. If it is determined that the Charter School has paid more than its actual pro rata share of encroachment, such amounts shall be refunded to the Charter School, or at the sole option of the Charter School applied to the encroachment of the following school year.

January 31: 25% of Charter School's estimated pro-rata share of encroachment based upon prior year encroachment.

April 30: 25% of Charter School's estimated pro-rata share of encroachment based upon prior year encroachment.

July 15: 25% of Charter School's estimated pro-rata share of encroachment based upon prior year encroachment.

For the 2009-2010 school year, Charter School's estimated pro-rata share of encroachment shall be calculated based upon District's actual [preceding school year] encroachment and an estimated Charter School ADA of **\$8.00**.

C. [Reserved]

## VII. PROVISION OF SPECIAL EDUCATION AND RELATED SERVICES

### A. General Provisions

1. **Intent of the Parties.** The Charter School and the District intend to jointly ensure that all students with disabilities who attend Charter Schools are provided a free appropriate public education (FAPE) in compliance with the IDEA (20 U.S.C. § 1400 *et seq.*) and California Education Code section 56000 *et seq.*

2. **Provision of Services.** A child with disabilities attending the Charter School shall receive special education and related services in the same manner as a child with disabilities who attends another public school of the District. (Ed. Code, § 56145.) A full continuum of special education programs and related services shall be provided to Charter School students as required by an individual student's IEP.
3. **Division and Coordination of Responsibility.** The District and the Charter School agree to allocate responsibility for the provision of services, including but not limited to identification, evaluation, IEP development and modification, and educational services, in a manner consistent with their allocation between the District and its local public school sites, and in conformity with applicable state and federal law. Where particular services are generally provided by staff at the local school site level, the Charter School, subject to District approval, may provide staff and programming. Where particular services are provided to the school by the central District office, those services will be made available to the Charter School in a similar fashion.
4. **Days of Service.** Special education services shall be available to the Charter School for the total number of schools days the Charter School is in service.
5. **Staffing Requirements.** All special education and related services must be provided by qualified personnel meeting state certification, licensing, registration or other applicable requirements. (34 C.F.R. § 300.156.)  
  
To the extent that the District and/or SELPA provide training opportunities and/or information regarding special education to site staff, such opportunities and/or information shall be made available to Charter School staff.
6. **Contracts with Non-District Providers.** The Charter School shall not contract with any outside person or agency for the provision of special education and/or related services to Charter School students without the prior written approval of the District. Moreover, any such contracts may only be entered into with nonpublic schools or agencies properly certified by the state of California.
7. **Student Records.** The Charter School is responsible for obtaining the cumulative files, prior and/or current IEPs and other special education information on any student enrolling from a non-District school. The Charter School shall forward copies of all such information to the District. The District will ensure that the Charter School is provided with notification and relevant files of all students transferring to the Charter

School from a District school, who have an existing IEP, in the same manner that ensures the forwarding of such information between District schools. All records and files will be released with the signed permission of the Parent/Guardian.

8. **Notice of Procedural Safeguards.** The Charter School shall provide the Parent/Guardian with a notice of procedural safeguards when: a Parent/Guardian asks for a copy; the first time a child is referred for special education assessment; each time a child is reassessed; each time a Parent/Guardian requests a due process hearing; and each time a change of placement is implemented because of a violation of a code of student conduct. (20 U.S.C. § 1415(d)(1)(A); 34 C.F.R. §§ 300.504(a) and 300.530(h); Ed. Code, §§ 56301(d)(2), 56321, 56500.1 and 56502.)

## **B. Enrollment, Identification and Evaluation**

1. **Enrollment Information.** The Charter School shall include on its enrollment form(s) a question regarding whether the student seeking to enroll in the Charter School is, or may be, a student eligible for special education and related services. The Charter School shall provide the District with a list of special education students enrolled in the Charter School at the beginning of each school year and shall update the list on a quarterly basis.
2. **Identification and Referral.** The Charter School shall have the same responsibility as any other public school in the District to work cooperatively with the District in identifying and referring students who have or may have exceptional needs that qualify them to receive special education services. The Charter School will develop, maintain, and implement policies and procedures to ensure identification and referral of students who have, or may have, such exceptional needs. These policies and procedures will be in accordance with California law and District policy. The District shall provide the Charter School with any assistance that it generally provides its other public schools in the identification and referral processes. A pupil shall be referred for special education instruction and services only after the resources of the regular education program have been considered and, where appropriate, utilized. (Ed. Code, § 56303.)
3. **Assessment.** District staff shall conduct all necessary special education assessments of Charter School students, including but not limited to initial assessments, annual assessments and triennial assessments, unless the parties agree otherwise in writing. All such assessments will be conducted by qualified personnel and comply with state and federal law and regulations. (20 U.S.C. 1414(a)-(c); 34 C.F.R. §§ 300.300-305; Ed. Code,



3. **IEP Contents.** The Charter School shall use District/West Contra Costa County SELPA forms to complete its IEPs. Each IEP must include, but is not limited to: a statement of the child's present levels of educational performance; measurable annual goals; the special education and related services and supplementary aids and services to be provided to the child; an explanation of the extent, if any, to which a child will not participate with non-disabled children; the dates, frequency, location and duration of services for the child; and a statement of how the child's progress toward his or her annual goals will be measured. (20 U.S.C. § 1414(d)(1)(A); 34 C.F.R. § 300.320; Ed. Code, § 56345.)
4. **Parental Consent to the IEP.** The District and the Charter School may not implement an IEP to which a Parent/Guardian does not provide written consent. If a Parent/Guardian consents to only part of an IEP, the District and Charter School must implement the portion of the IEP to which the Parent/Guardian consented. (Ed. Code, § 56346(e).) Notification of the other party is required any time a Parent/Guardian refuses to consent to any portion of an IEP. Anytime a Parent/Guardian refuses to consent to any portion of an IEP that the Charter School believes is required to provide a student with FAPE, the Charter School must notify the District.

**D. Program and Services**

1. **Eligibility and Placement.** Decisions regarding eligibility, goals/objectives, program, placement and exit from special education shall be the decision of the IEP team. Services and placements shall be provided to all eligible Charter School students in accordance with the policies, procedures and requirements of the District, the SELPA and applicable law. Whenever the Charter School takes, proposes or refuses to initiate or change the identification, evaluation or educational placement of a Charter School student, the Charter School must, in consultation with the District, provide the Parent/Guardian with prior written notice of such action. (34 C.F.R. § 300.503.)

In the event that either party believes that placement in a District program is necessary to provide a student with FAPE, such placement shall only be made by an IEP team comprised of representatives of the Charter School and the District.

2. **Independent Study.** No Charter School student eligible for special education and related services may participate in independent study, unless his or her IEP provides for such participation. The determination regarding the appropriateness of independent study for a particular student shall be made by the IEP team. (Ed. Code, § 51745(c).)

3. **Referral to Nonpublic or Private Schools.** The Charter School shall not make referrals for placement at nonpublic schools, private schools or residential placements without consultation with and prior written approval of the District. If a parent unilaterally places a student at a nonpublic school, private school or in a residential placement, the Charter School shall immediately notify the District upon learning such information.
4. **Transition Services.** The District and the Charter School shall jointly ensure the provision of appropriate transition services to Charter School students in the same manner they are provided to other eligible students in the District. (20 U.S.C. 1414(d)(1)(A)(viii); 34 C.F.R. §§ 300.43 and 300.320; Ed. Code, § 56345.1.) Transition services shall be provided in conformity with applicable state and federal law. Transition services will be addressed in each charter school student's IEP no later than age 16.

#### VIII. DISCIPLINE OF SPECIAL EDUCATION STUDENTS

- A. **Suspension and Expulsion.** The Charter School shall have discipline policies that comply with all applicable portions of the California Education Code and 34 C.F.R. §§ 300.530, *et seq.* The Charter School shall provide a copy of such policies to the District. These include, but are not limited to policies regarding suspension, expulsion, conducting functional analysis assessments, drafting and reviewing behavior interventions plans, and conducting manifestation determination reviews. If a Charter School student is suspended for more than 10 days in any school year and/or commits an expellable offense, the Charter School shall immediately notify the District.

#### IX. COMPLAINTS AND DISPUTE RESOLUTION

- A. **Parent Concerns.** The Charter School shall instruct Parents/Guardians to raise concerns regarding special education services, related services and rights to District and/or Charter School staff. Whenever a Parent/Guardian raises a concern regarding special education and/or related services, the Charter School shall immediately inform the District. The District representative in consultation with the Charter School's designated representative shall respond to and address the Parent/Guardian concerns.
- B. **Complaints.** In consultation with the Charter School, the District shall address/respond/investigate all complaints received under the Uniform Complaint procedure involving special education. The Charter School shall cooperate fully with reasonable requests from the District for information and documentation related to such complaints.

- C. **Due Process Hearings.** In consultation with the Charter School, the District may initiate a due process hearing related to the provision of FAPE to a Charter School student, if the District determines is legally necessary to meet the District's responsibilities under federal and state law.

The District and Charter School shall work together to defend any due process hearing brought by a student enrolled in the Charter School. In the event that the District determines that legal counsel representation is needed, the District/Charter School shall be jointly represented by legal counsel, unless there is a conflict of interest. In the case separate counsel is needed by the Charter School, the Charter School shall be responsible for the separate costs of its legal counsel, in addition to its responsibilities for costs as set forth in this Agreement.

The Charter School shall cooperate fully with reasonable requests from the District for information and documentation related to due process hearings in which the District and/or the Charter School is a party.

#### X. **SELPA ACTIVITIES**

The District Superintendent or designee shall represent the Charter School at all SELPA activities as it represents the need of all schools in the District. Reports to the Charter School regarding SELPA decisions, policies, etc. shall be communicated to the Charter school as they are to all other schools within the District.

#### XI. **COST CONTAINMENT EFFORTS**

Charter School and District acknowledge the importance of containing the costs of providing special education services to individual students so that these costs do not exceed the amount the District would normally expend if the student being served were attending a District school. Accordingly, Charter School agrees to fully cooperate with the District in order to achieve cost efficiencies.

#### XII. **[RESERVED.]**

#### XIII. **INSURANCE**

The Charter School shall name the District, its officers, agents and employees as additional insured on general liability policies, documentation of which shall be provided by August 15, 2010. General liability must be at least two million dollars (\$2,000,000). Certificates of insurance must indicate the coverage cannot be reduced or canceled until 30 days written notice has been furnished by the Charter School.

#### XIV. **MISCELLANEOUS PROVISIONS**

- A. **Venue.** The validity of this Agreement and any of its terms or provisions as well

as the rights and duties of the parties shall be governed by the laws of the state of California, and venue shall lie only in Contra Costa County Superior Court.

- B. Modifications.** No modifications, amendments, changes, or variations or any kind to this Agreement are authorized without written consent, evidenced by execution of an amendment by an authorized representative of the District.
- C. Interpretation.** The language herein shall be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.
- D. Integrated Agreement.** This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms. Each of the Parties acknowledges that no one has made any promise, representation or warranty whatsoever, express or implied, written or oral, not contained herein to induce them to execute this Agreement, and that this Agreement is not executed in reliance upon any such promise, representation or warranty.
- E. Non-Assignability.** This Agreement may not be assigned by the Charter School.
- F. Binding Effect.** This Agreement is binding upon the successors and assigns of the parties, subject to the non-assignability restrictions set forth in subsection E above.
- G. Survival of Covenants.** Notwithstanding termination of the Agreement, the indemnification provisions shall survive and be fully enforceable notwithstanding the termination date of the Agreement.
- H. Notices.** All notices required by this Agreement may be sent by United States mail; postage pre-paid, to the parties as follows:

West Contra Costa  
Unified School District  
Superintendent Bruce Harter  
1108 Bissell Avenue  
Richmond, CA 94801

Richmond Preparatory K-5  
Charter School  
Peppina Chang  
214 South 11<sup>th</sup> Street  
Richmond, CA 94804

Any notices required by this Agreement sent by facsimile transmission or electronic mail to the facsimile and electronic mail addresses above shall be considered received on the business day they are sent, provided they are sent during in the receiving party's business hours and provided receipt is confirmed

by telephone, facsimile, or electronic mail, and further provided the original is promptly placed into the United States mail, postage pre-paid, and addressed as indicated above.

- I. **Warranty.** Each person below warrants and guarantees that s/he is legally authorized to execute this Agreement on behalf of the designated entity and that such execution shall bind the designated entity to the terms of this Agreement.
- J. **Counterparts.** This Agreement may be signed in counterpart such that the signatures may appear on separate signature pages. Facsimile or photocopy signatures shall have the same force and effect as original signatures.

SCHOOL DISTRICT

CHARTER SCHOOL

West Contra Costa Unified School District

RES INC. DBA College Prep  
*Richmond*  
*K-5*

By: Linda H. Jackson

By: P. Deedung,

Date: 11/19/2010

Date: 11/19/2010

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:** January 5, 2011

**From:** Nia Rashidchi  
Assistant Superintendent, Educational Services

**Agenda Item:** CI C.22

**Subject:** Second List of Single Plans for Student Achievement (SPSAs)

**Background Information:**

The Single Plan for Student Achievement serves as a vehicle for communicating information about a school's vision, initiatives to improve academic achievement, as well as a description of how supplemental categorical funds from the Consolidated Application are used to support these efforts. School plans describe legally-mandated requirements and comprehensive programmatic information that includes:

- a description of how parents are involved in the school program;
- Adequate Yearly Progress (AYP) data analysis and assessment of student learning;
- an action plan for improving student achievement and closing the achievement gap;
- a plan to improve attendance; and
- a plan to promote a safe, welcoming and disciplined learning environment.

Training and support are provided to assist schools in using the template, analyzing data and completing the SPSAs. The plans are developed and approved by the School Site Councils (SSCs).

The SPSAs for this second round are available for review on the District website and at the Educational Services Department located at the Vista Campus. This final round includes: Collins, DeAnza, DeJean, El Cerrito, Ford, Gompers, Hercules Middle and High, Montalvin, Ohlone, Pinole Valley High, and Stege.

**Recommendation:** Board Approval

**Fiscal Impact:** Categorical revenue

**DISPOSITION BY BOARD OF EDUCATION**

Motion by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

Approved \_\_\_\_\_

Not Approved \_\_\_\_\_

Tabled \_\_\_\_\_

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

**ITEM REQUIRING ATTENTION----BOARD OF EDUCATION**

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**To:** Board of Education **Meeting Date:** January 5, 2011  
**From:** Bruce Harter **Agenda Item:** D.2  
**Subject:** In Memory of Members of the School Community

**Background Information:**

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

Theodore (Ted) Abreu began working as a teacher at Pinole Jr. High in what was then the Pinole-Hercules Union School District. In 1965 he became a counselor at Pinole Jr. High. From 1981 through 1985 he was a counselor at Richmond High. For the 1985-86 school year Ted served as the Dean at El Cerrito High. He then moved to Pinole Valley High where he was a Dean for two years before becoming a Vice Principal. In 1990 he became the Vice Principal of Kennedy High, promoting to Principal in 1991. In 1997 Ted became the Principal of Middle College High where he remained until his retirement in June of 2000.

Michael Russell began working for the District in October of 1999 as an NSH teacher at Helms Middle School. He worked at Bayview Elementary as an RSP teacher for the 2000 – 2001 school year. In 2001 he worked at Collins as an SH-I teacher. However by the end of September that year he was splitting his time as an RSP teacher between Lake Elementary and Manzanita Charter School. In 2002 he returned to Bayview Elementary where he worked as the RSP teacher until his retirement in June of 2010.

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

**Recommendation:** For Information Only

**Fiscal Impact:** None

DISPOSITION BY BOARD OF EDUCATION

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Approved \_\_\_\_\_ Not Approved \_\_\_\_\_ Tabled \_\_\_\_\_

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

**ITEM REQUIRING ATTENTION----BOARD OF EDUCATION**

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**To:** Board of Education

**Meeting Date:** January 5, 2011

**From:** Bruce Harter

**Agenda Item:** E.2

**Subject:** Request to Address the Board: Nicole Williams

**Background Information:**

Ms. Nicole Williams has requested time to address the Board regarding a complaint about Downer Elementary School.

**Recommendation:** For Information Only

**Fiscal Impact:** None

DISPOSITION BY BOARD OF EDUCATION

Motion by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

Approved \_\_\_\_\_

Not Approved \_\_\_\_\_

Tabled \_\_\_\_\_



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

**ITEM REQUIRING ATTENTION----BOARD OF EDUCATION**

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**To:** Board of Education

**Meeting Date:** January 5, 2011

**From:** Sheri Gamba, Associate Superintendent Business Services

**Agenda Item:** F.1

**Subject:** Presentation of the 2009-10 Audit Report by Perry-Smith, LLP

**Background Information:** Matthew Nethaway, Partner, Assurance Services, Perry-Smith LLP, will present their independent audit report of the West Contra Costa Unified School District's financial position, internal control, and federal and state compliance for the year ended June 30, 2010.

**Recommendation:** Staff recommends acceptance of the audit report.

The 2009-10 Audit Report is posted on the WCCUSD web site and a copy is at the reception desk at 1108 Bissell Avenue, Richmond, CA.

Delivered under separate cover.

**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:** January 5, 2011

**From:** Bruce Harter  
Superintendent

**Agenda Item:** F.2

**Subject:** Student Reassignment for Shannon Elementary

**Background Information:**

In February 2009, the Board approved a comprehensive school closure plan. Over the previous six years, enrollment in WCCUSD had declined by more than 5,000 students and the District could no longer afford to operate as many schools as it had in the past. The closure plan included a phased closure for schools. Shannon Elementary was scheduled to close at the end of the 2010-11 school year.

WCCUSD staff has developed a reassignment plan for Shannon students. Students who currently attend Shannon and who live in the Shannon attendance area would be reassigned to Collins Elementary, Tara Hills Elementary or Montalvin Manor Elementary. Students who have transferred into Shannon would be reassigned to their home attendance area schools.

The Board reviewed proposed attendance areas for Shannon students at November 17, 2010 meeting. Staff met with parents at Shannon on November 23. As a result of parent input, modifications were made to the original proposal. Staff will provide information about the new attendance areas so that parents can participate in the kindergarten registration and intradistrict transfer processes.

Staff used the information gathered from parents to revise the student assignments plans and brought those plans back to the Board for a public hearing on December 8 and for final approval on January 5, 2011.

**Recommendation:**

That the Board approves the student attendance areas for students who currently live in the Shannon attendance area beginning with the 2011-12 school year.

**Fiscal Impact:**

Estimated net savings of \$300,000 annually as a result of closing of Shannon

**DISPOSITION BY BOARD OF EDUCATION**

Motion by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

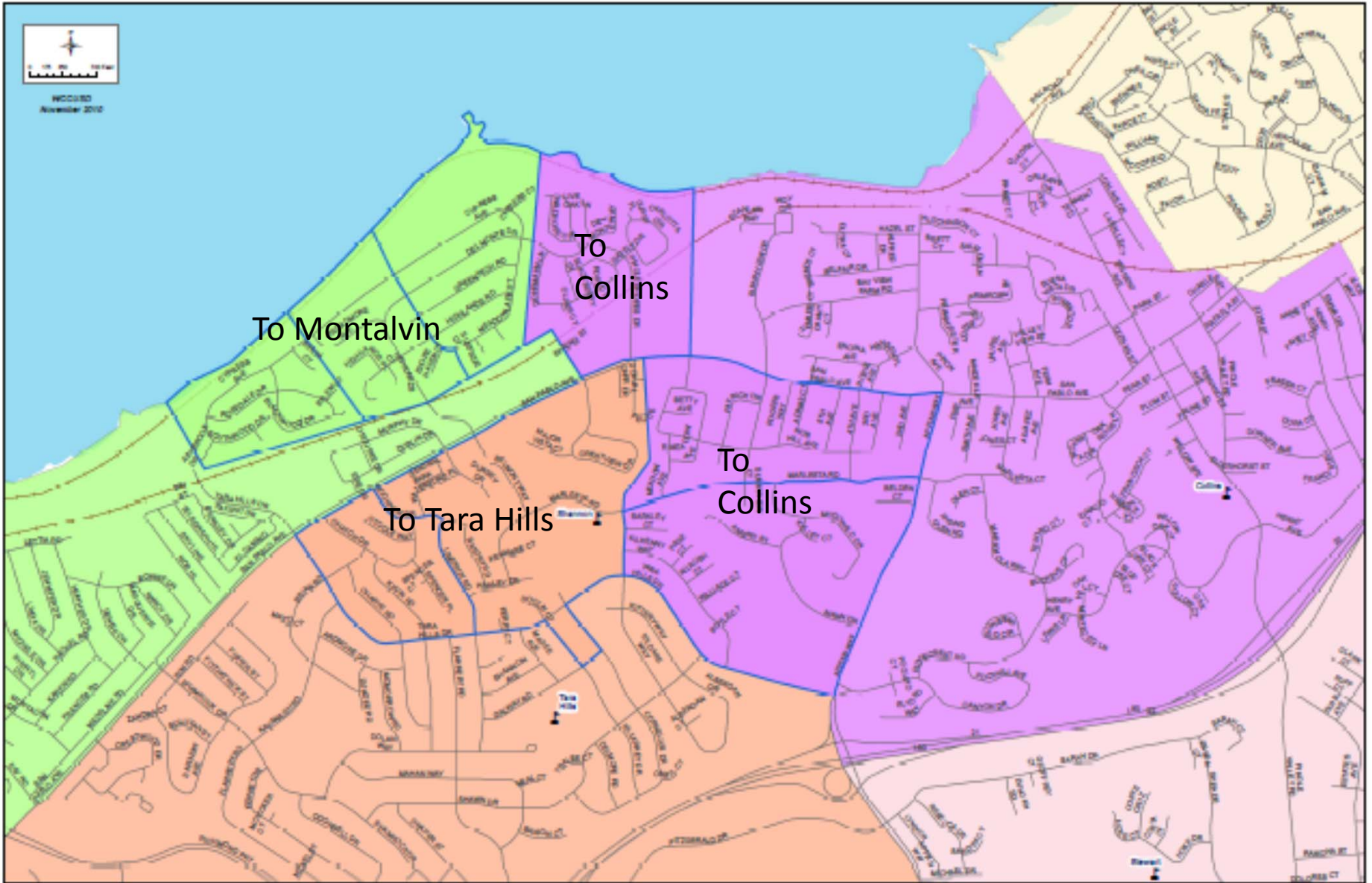
Approved \_\_\_\_\_

Not Approved \_\_\_\_\_

Tabled \_\_\_\_\_

# Shannon Elementary Attendance Area

## Proposed Elementary School Attendance Areas



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

**ITEM REQUIRING ATTENTION---BOARD OF EDUCATION**

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**To:** Board of Education **Meeting Date:** January 5, 2011

**From:** Wendell Greer **Agenda Item:** F.3  
Associate Superintendent, K – Adult Education

**Subject:** Public Hearing – Notice of the West Contra Costa Unified School District’s intent to apply to the California Department of Education for a 60-day extension to the 2010 School Accountability Report Card (SARC) reporting deadline of February 1, 2011

**Background Information:**

School districts are charged with issuing a SARC for each school in the district, and making the SARC available to parents online or in hard copy by February 1 of each year. At the November State Board of Education (SBE) meeting, the SBE approved the 2010-11 SARC template and at the same time it was announced that, because of budget and staffing reductions, California Department of Education (CDE) staff would no longer be able to prepopulate the SARC templates with much of the data as in years past. This process change will require school districts and sites to take on additional duties related to manually gathering and inputting the data required for the SARC.

Because of the lateness in approving the SARC template and this new process change, districts can request a 60-day extension from the statutorily required posting date of February 1 to ensure that they have sufficient time to complete accurate and up-to-date SARCs for parents and community members.

The general waiver request application is due on January 7, for consideration at the January 12-13, SBE meeting.

At its January 12-13, 2011 meeting, the State Board of Education (SBE) will consider waiver requests for a 60-day extension from the statutorily required posting date of February 1, 2011, for the School Accountability Report Card (SARC).

Notice of the hearing tonight has been posted for ten days as required.

**Recommendation:** It is recommended that the Board of Education hold a public hearing.

**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:** January 5, 2011  
**From:** Wendell Greer **Agenda Item:** F.4  
Associate Superintendent, K – Adult Education  
**Subject:** Approval of West Contra Costa’s application to the California Department of Education for a 60-day extension to the 2010 School Accountability Report Card (SARC) reporting deadline of February 1, 2011

**Background Information:**

At the November State Board of Education (SBE) meeting, the SBE approved the 2010-11 SARC template and at the same time it was announced that, because of budget and staffing reductions, California Department of Education (CDE) staff would no longer be able to prepopulate the SARC templates with much of the data as in years past. This process change will require school districts and sites to take on additional duties related to manually gathering and inputting the data required for the SARC.

Due to the recent and significant changes to the SARC process, the State Board of Education (SBE) will consider waiver requests for a 60-day extension from the statutorily required posting date of February 1, 2011 at its January 12-13, 2011 meeting.

The general waiver request application is due on January 7, for consideration at the January 12-13, 2011 SBE meeting. West Contra Costa has complied with the requirements necessary to apply for the waiver and will submit the application upon Board approval.

**Recommendation:** It is recommended that the Board of Education approve this application.

**Fiscal Impact:** None

DISPOSITION BY BOARD OF EDUCATION

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_  
Approved \_\_\_\_\_ Not Approved \_\_\_\_\_ Tabled \_\_\_\_\_

**GENERAL WAIVER REQUEST**

GW-1 (Rev. 11-30-10) <http://www.cde.ca.gov/re/lr/wr/>

**First Time Waiver:** \_\_\_\_\_

**Renewal Waiver:** \_\_\_\_\_

Send Original plus one copy to:  
 Waiver Office, California Department of Education  
 1430 N Street, Suite 5602  
 Sacramento, CA 95814

Send Electronic copy in **Word** and  
 back-up material to: [waiver@cde.ca.gov](mailto:waiver@cde.ca.gov)

CD CODE

Local educational agency: West Contra Costa Unified School District		Contact name and Title: Bruce Harter, Superintendent		Contact person's e-mail address: BHarter @wccusd.net	
Address: (City) (State) (ZIP) 1108 Bissell Avenue Richmond CA 94801		Phone (and extension, if necessary): 510.231.1100			
				Fax Number:	
Period of request: (month/day/year) From: February 1, 2011 To: April 1, 2011		Local board approval date: (Required) January 5, 2011		Date of public hearing: (Required) January 5, 2011	

**LEGAL CRITERIA**

1. Under the general waiver authority of *Education Code* 33050-33053, the particular *Education Code* or *California Code of Regulations* section(s) to be waived (number):  
 Circle One: **EC** or CCR  
**35256(c) & 35258**  
 Topic of the waiver: **Extension of SARC posting February 1 timeline**

2. If this is a renewal of a previously approved waiver, please list Waiver Number: \_\_\_\_\_ and date of SBE Approval \_\_\_\_\_  
 Renewals of waivers must be submitted two months before the active waiver expires.

3. Collective bargaining unit information. Does the district have any employee bargaining units?  No  Yes If yes, please complete required information below:  
 Bargaining unit(s) consulted on date(s):  
 Name of bargaining unit and representative(s) consulted:  
 The position(s) of the bargaining unit(s):  Neutral  Support  Oppose (*Please specify why*)  
 Comments (if appropriate):

4. Public hearing requirement: A public hearing is not simply a board meeting, but a properly noticed public hearing held during a board meeting at which time the public may testify on the waiver proposal. Distribution of local board agenda does not constitute notice of a public hearing. Acceptable ways to advertise include: (1) print a notice that includes the time, date, location, and subject of the hearing in a newspaper of general circulation; or (2) in small school districts, post a formal notice at each school and three public places in the district.  
 How was the required public hearing advertised?  
 Notice in a newspaper  Notice posted at each school  Other: (*Please specify*)

5. Advisory committee or school site councils. Please identify the council(s) or committee that reviewed this waiver:  
 Date the committee/council reviewed the waiver request:  
 Were there any objection(s)? No  Yes  (*If there were objections please specify*)

**GENERAL WAIVER REQUEST**

GW-1 (11-30-10)

6. *Education Code or California Code of Regulations* section to be waived. If the request is to waive a portion of a section, type the text of the pertinent sentence of the law, or those exact phrases requested to be waived (use a **strike out key**).  
 35256. School Accountability Report Card  
 (c) The governing board of each school district annually shall issue a School Accountability Report Card for each school in the school district, publicize those reports, and notify parents or guardians of pupils that a hard copy will be provided upon request. Commencing with the 2008-09 school year, each school district shall make hard copies of its annually updated report card available, upon request, ~~on or before February 1 of each year.~~  
 35258. Commencing with the 2008-09 school year, each school district connected to the Internet shall make its annually updated report card available on the Internet ~~on or before February 1 of each year.~~  
 (b) Commencing with the 2008-09 school year, each school district not connected to the Internet shall make hard copies of its annually updated School Accountability Report Card available, pursuant to subdivision (c) of Subsection 35256, ~~on or before February 1 of each year.~~

7. Desired outcome/rationale. Describe briefly the circumstances that brought about the request and why the waiver is necessary to achieve improved student performance and/or streamline or facilitate local agency operations. If more space is needed, please attach additional pages.

On behalf of its schools, the District takes seriously its responsibilities under state and federal law to communicate the various aspects of performance covered by the School Accountability Report Card (SARC). The District seeks to ensure that our parents and community members have an accurate, complete, and up-to-date SARC from which they can understand each school's performance and make decisions on behalf of their students.

At its November 2010 meeting, the State Board of Education approved the 2010-11 School Accountability Report Card template and, at the same time, received a report from the California Department of Education that, due to budget and staffing reductions, the department would not be able to fill in some of the data that typically is provided to districts as they prepare their SARCs. This shift of responsibility for that data collection and reporting to each district (and school) now requires districts and school sites to take on additional duties just as the holidays approach.

Because of the lateness in approving the template and the necessity for school districts to assume responsibility for manually gathering and inputting some of the data required for the 2010-11 SARC posting on February 1, the district and its schools are seeking a 60-day extension from the statutorily-required posting date of February 1.

8. Demographic Information:  
 (District/school/program)\_\_\_ has a student population of \_\_\_\_\_ and is located in a \_\_(*urban, rural, or small city etc.*)\_\_ in \_\_\_\_\_ County.

**Is this waiver associated with an apportionment related audit penalty? (per EC 41344)** No  Yes   
 (If yes, please attach explanation or copy of audit finding)

**Has there been a Categorical Program Monitoring (CPM) finding on this issue?** No  Yes   
 (If yes, please attach explanation or copy of CPM finding)

**District or County Certification** – *I hereby certify that the information provided on this application is correct and complete.*

Signature of Superintendent or Designee:	Title:	Date:
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**FOR CALIFORNIA DEPARTMENT OF EDUCATION USE ONLY**

Staff Name ( <i>type or print</i> ):	Staff Signature:	Date:
Unit Manager ( <i>type or print</i> ):	Unit Manager Signature:	Date:
Division Director ( <i>type or print</i> ):	Division Director Signature:	Date:
Deputy ( <i>type or print</i> ):	Deputy Signature:	Date:

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

**ITEM REQUIRING ATTENTION----BOARD OF EDUCATION**

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**To:** Board of Education **Meeting Date:** January 5, 2011  
**From:** Bill Fay **Agenda Item:** G.1  
Associate Superintendent for Operations  
**Subject:** Project Status Report – 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 - Replacement Campus

### Period Ending: 12/17/2010

**Scope:** Replacement Campus

**Construction Status:**

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

**Contract Status:**

Notice to Proceed:	05/17/2010	<b>Original</b>	<b>Approved</b>	<b>Projected</b>
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:**

- Building 1--Install Slab Rebar & Pour Slab on Grade
- Building 2--Backfill Walls & Install Under-Slab Utilities for Seating Pit
- Building 2--Pour Seating Pit Slab
- Building 3--Pour Footing, Curbs, & Grade Beams
- Building 3--Install Under-Slab Utilities
- Building 4--Pour Footings, Curbs, & Grade Beams
- Building 4--Install Under-Slab Utilities
- Building 5--Install Footing Rebar & Template/Curb Forms Continuation
- Building 5--Pour Footings, Curbs, & Grade Beams
- Building 6--Survey, Layout, & Excavate Footings
- Building 8--Layout, Fabricate Brace Frames, & Erect Structural Steel
- Building 9--Layout & Cut MEP Roof Penetrations/Deck Inserts
- Building 9--Install Exterior Metal Stud Framing

**Anticipated Progress Next Period:**

- Building 1--Layout & Fabricate Brace Frames
- Building 2, 3, & 4--Install Under-Slab Utilities, Gravel, & Water-Proofing
- Building 5--Install Under-Slab Utilities
- Building 6--Install Footing Rebar
- Building 7--Survey/Layout Footings
- Building 8--Erect Structural Steel Continuation
- Building 9--Install Roof Insulation/Sheathing

**Schedule Assessment/Update:**

Construction Duration (Calendar Days):	1,080
Construction Calendar Days Elapsed:	189
Construction Calendar Days Remaining:	891
Percent of Contract Calendar Days Elapsed:	17%
Percent of Construction Completed:	18%

**Percentage of Work Done**                      **18%**                      **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: 12/17/2010



**Building 8 Erect Structural Steel**



**Building 9 Layout & Cut MEP Roof Penetrations**



**Building 2 Pour Concrete Slab for Seating Pit**

# PROJECT STATUS REPORT

Dover Elementary School - Increment 2

Period Ending: 12/17/2010

**Scope:** Increment 2

**Construction Status:**

Architect: HY Architects, Inc.  
 Project Manager: Robert Vargas, 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:**

- Installation of Case Work – IN PROGRESS.
- Install T Bar Ceilings – IN PROGRESS.
- Final Painting – IN PROGRESS.
- Installation Exterior Siding– COMPLETED.
- Demo, Grade Curb and Gutter Sidewalk – COMPLETED.
- Pour New Sidewalks and Truncated Ramps – COMPLETED.
- Pour Light Weight Concrete Flooring – COMPLETED.
- Pour Asphalt - Drop off Zone & Faculty Parking – COMPLETED.
- Install Storm Drain – COMPLETED.
- Install Storefronts – COMPLETED.
- Exterior Paint & Siding – COMPLETED.
- Install Interior Safety Glass– COMPLETED.
- Install Millwork – COMPLETED.
- Install Wood Trim, Acoustic Panels, White Boards– COMPLETED.
- Install Elevator, Mud, Tape, Paint Elev. Walls – COMPLETED.

**Anticipated Progress Next Period:**

- Install Exterior Site Fencing – IN PROGRESS.
- Equipment Startup – IN PROGRESS.
- Install Toilet Room Fixtures – IN PROGRESS.
- Install Electrical Trim – IN PROGRESS.
- Install Window Blinds – IN PROGRESS.
- Install Flooring – IN PROGRESS.
- Install Concrete Sealer– IN PROGRESS.
- Install Seismic Wire & Pendent Lighting Attachment– IN PROGRESS.

**Schedule Assessment/Update:**

Construction Duration (Calendar Days):	1,110
Construction Calendar Days Elapsed:	536
Construction Calendar Days Remaining:	574
Percent of Contract Calendar Days Elapsed:	48%
Percent of Construction Completed:	60%

**Percentage of Work Done                      60%                      Total Project**

Phase 1--Demolition & Site Work	Increments 1 & 1A	100%
Phase2--Building "A"	Increment 2	54%
Phase 3--Building "B" & "C"	Increment 2	0%
Phase 4--Demo & Playground	Increment 2	0%

**Proposed Changes:**

**General Comment:**

- Construction of Roof in Building "A" (North & South) impacted by adverse weather (February, March April 2010).
- Formal Schedule Recovery to be submitted after the rain season.

Progress Photos: 12/17/2010



Bldg "A" New Curb, Sidewalk, Ramps, and Drop Off



Bldg "A" (North) Corridor with Paint, Panels, and Trim



Bldg "A" (North) Installation of Interior Millwork

# PROJECT STATUS REPORT

## Ford Elementary School - Building

Period Ending: 12/17/2010

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

### Construction Status:

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

### Contract Status:

Notice to Proceed: 10/12/2009

	Original	Approved	Projected
Construction Schedule (days):	600	18	618
Original Completion Date:	06/04/2011		
Projected Completion:	6/22/2011		

### 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; Placement of 1st Layer of Roof Underlayment is complete underway; Placement of the 2nd Layer is underway.
- Area B; Wood Framing and Roof Construction is complete; less Low Roof Construction which continues.
- Area C; Exterior Wall Framing, Blocking & Sheathing nears completion; Interior Wall Framing continues; Roof Construction continues.
- Areas A, B & C; Electrical, Mechanical, Plumbing and Fire Sprinkler Rough-Ins continue as areas are developed.
- Site; Flow-Through Planter Construction continues; (Rear of Structure @ Area A) Sidewalk Preparation is complete; CMU Trash Enclosure Construction is underway. Underground Utilities Construction is underway.

### Anticipated Progress Next Period:

- Area B; Low Roof Construction is completed.
- Area A & B; Complete 1st and 2nd Layers of Roof Underlayment. Commence Placement of Window Flashing Assemblies
- Areas A, B & C; Continue Electrical, Mechanical, Plumbing and Fire Sprinkler Rough-Ins..
- Area C; Complete Exterior Wall Framing. Interior Wall and Roof Construction continues.
- Site; Complete Trash Enclosure and Electrical Pads Construction. Continue Underground Utilities.

### Schedule Assessment/Update:

Construction Duration (Calendar Days):	618
Construction Calendar Days Elapsed:	416
Construction Calendar Days Remaining:	202
Percent of Contract Calendar Days Elapsed:	70%
Percent of Construction Completed:	60%

### Percentage of Work Done

### Total Project

Site Development	23%
Building; Area A	60%
Building Area B	41%
Building; Area C	29%
Site Finish	8%

### 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 and attaining a Water Tight Structural Envelope prior to the advent of the Rainy Season remain major considerations.

Progress Photos: 12/17/2010



Development of the Community Garden



Area C - Construction of the Roof Soffet



View of Areas B & C; from South to Northeast

# PROJECT STATUS REPORT

## Helms Middle School - Building Demo and General Site Work

Period Ending: 12/17/2010

**Scope:** Building Demolition and General Site Work

**Construction Status:**

Architect: Baker Vilar Architects  
 Project Manager: Elena Comrie, SGI Construction Management  
 Project Engineer: Jemil Sahle, SGI Construction Management  
 Contractor: Evan Brothers Inc.  
 Inspector:  
 WCCUSD Mgr:

**Contract Status:**

Notice to Proceed:	08/23/2010	<b>Original</b>	<b>Approved</b>	<b>Projected</b>
Construction Schedule (days):	300			
Original Completion Date:	06/19/2011			
Projected Completion:	06/19/2011			

**Buildings:**

C Bldg	Abatement 95% Interior Demolition 85%
400 Bldg	Abatement 100% Demolition 85%
500 Bldg	Abatement 100% Demolition 100%
Gymnasium	Abatement 90%
Portables	Abatement 75%
600 Bldg	Abatement 100% Demolition 100%

**Progress This Period:**

- Abatement work complete except for 2 portables and any hazmat material under the Bldgs' slab. (underground)
- Completed abatement and demolition of the 500 Bldg.
- Completed abatement and demolition of the 600 Bldg.
- Interior demolition of the C Bldg.
- Off-haul of debris from the 400 Bldg., 500 Bldg., 600 Bldg. and from within the Gymnasium.

**Anticipated Progress Next Period:**

- Remove roofing material from the Gymnasium and C Bldg.
- Complete demolition of the 400 Bldg.
- Complete demolition of the Gymnasium
- Begin demolition of the C Bldg.

**Schedule Assessment/Update:**

Construction Duration (Calendar Days):	300
Construction Calendar Days Elapsed:	93
Construction Calendar Days Remaining:	207
Percent of Contract Calendar Days Elapsed:	35%
Percent of Construction Completed:	40%

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

**Proposed Changes:**

None to Date.

**General Comment:**

Progress Photos: 12/17/2010



500 Bldg - Demolition



400 Bldg - Demolition



C Bldg - Interior Demolition

# PROJECT STATUS REPORT

## Kennedy High School - Restroom Improvements

Period Ending: 12/17/2010

**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		
		<b>Original</b>	<b>Approved</b>
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 3 Restrooms

**Progress This Period:**

- Plumbing - Phase 3 - 100%
- Bathroom Accessories - Phase 3 - 100%
- Finish Electrical - Phase 3 - 100%
- Door Hardware - Phase 3 - 99%

**Anticipated Progress Next Period:**

- Install SH Bathroom Shower Curtains
- Final Punch Walk
- Contract Closeout
- Complete Project

**Schedule Assessment/Update:**

Construction Duration (Calendar Days):	424
Construction Calendar Days Elapsed:	406
Construction Calendar Days Remaining:	18
Percent of Contract Calendar Days Elapsed:	95%
Percent of Construction Completed:	100%

**Percentage of Work Done**      **100%**      **Total Project**

**Proposed Changes:**

**General Comment:**

Progress Photos: 12/17/2010



**Grout work in coaches bathroom**



**Daycare toilet room**



**Coaches bathroom shower**

# PROJECT STATUS REPORT

## King Elementary School - Increment 2 New Construction

Period Ending: 12/17/2010

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

**Construction Status:**

Architect: Quattrocchi Kwok Architects  
 Project Manager: Alaric Robinson, SGI Construction Management  
 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	16	129
Original Completion Date:	03/15/2011		
Projected Completion:	8/30/2011		

**Buildings:**

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

**Progress This Period:**

- Building A:
- Sprinkler drops and trims, ceiling tiles, asphalt shingles, marker board and accessories, flooring prep, ridge roof vents, wall covering trims, electrical trims, storefront glazing, library casework.
- Building B:
- Permanent power and start up of furnaces, wall coverings, above ceiling inspections, sprinkler drops, light fixtures, pull data and electrical wires, marker board and accessories, drop ceiling tiles at second floor.
- Building C:
- Storefront glazing, wall trims, kitchen equipment, parapet caps.
- Site:
- Pave courtyard, landscaping, perimeter fencing, trash enclosure stucco, sunshades, prep and compact street, trash enclosure and 41st entrance for concrete pour - sidewalks, walkways, seat walls, trash enclosure, and front entrance, private fire hydrant

**Anticipated Progress Next Period:**

- Building A:
- Ceiling tiles at corridor, roof ridge vents, asphalt shingles, flooring, wall covering trims, start-up of all equipments, mural, commissioning, touch-up, clean-up and generate punch list
- Building B:
- Start up of all equipments, ceiling tiles, roof ridge vents, asphalt shingles, flooring, wall covering and electrical trims
- Building C:
- Ceiling tiles, start-up of all equipments, kitchen equipment inspection, flooring
- Site:
- Move trailers, pour parking lot entrance, pave parking lot, stripe parking lot and courtyard, site furnishings, playground structure, fencing, landscaping, entrance canopy covering

**Schedule Assessment/Update:**

Construction Duration (Calendar Days):	720
Construction Calendar Days Elapsed:	632
Construction Calendar Days Remaining:	88
Percent of Contract Calendar Days Elapsed:	86%
Percent of Construction Completed:	85%

**Percentage of Work Done 85% Total Project**

**Proposed Changes:**

**General Comment:**

Progress Photos: 12/17/2010



Building A: Library Casework



Building B: Light Fixtures & Sprinkler Drops



Site: Courtyard Landscaping & Sunshades

# PROJECT STATUS REPORT

## Nystrom Elementary School - Multipurpose Room

### Period Ending: 12/17/2010

**Scope:** Construction of a new 13,800 SF Multipurpose Room and demolition of existing upon completion.

**Construction Status:**

Architect: Interactive Resources  
 Project Manager: Sonya Perkins, SGI Construction Management  
 Project Engineer: Eddie Law, SGI Construction Management  
 Contractor: John Plane Construction  
 Inspector: Kris Gilbert / Brad Williamson  
 WCCUSD Mgr:

**Contract Status:**

Notice to Proceed:	07/26/2010		
		<b>Original</b>	<b>Approved</b>
Construction Schedule (days):	515		
Original Completion Date:	12/23/2011		
Projected Completion:	12/23/2011		

**Buildings:**

Single Story Multi-use - library, classroom, computer lab & kitchens

**Progress This Period:**

Off-haul footing spoils, rebar and anchor bolt for footings, footing concrete pour, sand blast footings, layout and edge forms, column block-outs, under slab plumbing and electrical conduits, placement of gravel.

**Anticipated Progress Next Period:**

Placement of gravel and vapor barrier, under slab electrical, slab rebar, slab concrete pour, remove forms, steel layout and delivery.

**Schedule Assessment/Update:**

Construction Duration (Calendar Days):	515
Construction Calendar Days Elapsed:	119
Construction Calendar Days Remaining:	396
Percent of Contract Calendar Days Elapsed:	23%
Percent of Construction Completed:	18 %

**Percentage of Work Done**                      **18 %**                      **Total Project**

**Proposed Changes:**

Unforeseen underground conditions at sanitary sewer and storm drain lines, premium time for lime treatment activities.

**General Comment:**

Constant updates and interaction with adjacent LPS High and Nystrom Elementary school principals regarding upcoming construction activities.

Progress Photos: 12/17/2010



**Footing Concrete Pour**



**Under Slab Plumbing & Electrical**



**Gravel & Vapor Barrier Placement**

# PROJECT STATUS REPORT

## Pinole Middle School - Modernization Phase II

Period Ending: 12/17/2010

**Scope:** Modernization Phase II

**Construction Status:**

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

**Contract Status:**

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

**Buildings:**

Buildings A-1 thru A-5

**Progress This Period:**

- Courtyard colored concrete pour out.
- Stucco Mock-up complete.
- Bathroom tile started - 30% complete.
- Band room ADA concrete ramp complete.

**Anticipated Progress Next Period:**

- Drywall installation complete.
- Stucco installation in progress 30% complete.
- Parking lot paved, weather permitting.
- Roof installation 90% complete.

**Schedule Assessment/Update:**

Construction Duration (Calendar Days):	425
Construction Calendar Days Elapsed:	438
Construction Calendar Days Remaining:	-13
Percent of Contract Calendar Days Elapsed:	103%
Percent of Construction Completed:	70%

<b>Percentage of Work Done</b>	<b>70%</b>	<b>Total Project</b>
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**Proposed Changes:**

Increase size of Sanitary Manhole in Parking lot to accommodate rate of flow from sewer pump.

**General Comment:**

Project is weather tight for rainy season.

Progress Photos: 12/17/2010

