

**WEST CONTRA COSTA
UNIFIED SCHOOL DISTRICT**

BOARD OF TRUSTEES



MISSION STATEMENT

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

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

**MEETING OF
August 17, 2011**

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
MEETING AGENDA
AUGUST 17, 2011**

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.

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

VIEWING THE BOARD MEETINGS:

Television:

Live television broadcast of regularly scheduled Board meetings is available by the City of Pinole on PCTV Channel 26/28, the City of Richmond KCRT Channel 28 and the City of Hercules Cable Channel 28. Please check the city websites for local listings of broadcast schedules.

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

Audio tapes of Board meetings are kept on file at the Administration Building, 1108 Bissell Avenue, Richmond, CA 94801 (510-231-1101).

The Board of Education would like to acknowledge Comcast, the cities of Pinole and Richmond, and WCCUSD staff for their generosity and efforts in helping to televise WCCUSD Board of Education meetings.

ATTENDING BOARD MEETINGS:

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

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

Time: The **Board of Education's Open Session meeting will begin at 6:30 PM.** The Board will convene at **5:45 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.

Order of Business: **ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE**

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

"of children be more careful than anything."
e.e. cummings

B. OPENING PROCEDURES

- B.1 Pledge of Allegiance**
- B.2 Welcome and Meeting Procedures**
- B.3 Roll Call**
- B.4 Report/Ratification of Closed Session**
- * **B.5 Agenda Review and Adoption (Public Comment)**
- * **B.6 Minutes: July 27, 2011**

C. BUSINESS ITEMS

CONSENT ITEMS (Routine Matters)

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

***CI C.1 Acceptance of Donations**

Comment:

The District has received donations as summarized, dated August 17, 2011.

Recommendation:

Recommend Approval

Fiscal Impact:

As noted per donations summary

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

Comment:

The planned fund-raising events for the 2011-12 school year are summarized, dated August 17, 2011.

Recommendation:

Recommend Approval

Fiscal Impact:

Additional revenue for schools

***CI C.3 Summary of Payroll and Vendor Warrant Reports**

Comment:

The summaries of Payroll and Vendor Warrants issued during the month of July, 2011 are:

Total of payroll warrants (July 2011):	\$ 2,946,675
Total of vendor warrants (July 2011):	\$ 22,974,113

Recommendation:

Recommend approval of the payroll and vendor warrant reports

Fiscal Impact:

As noted above

***CI C.4 RFP #1011-03 Pupil Transportation Services**

Comment:

The District has been contracting with an outside company to provide home-to-school transportation services for special education students and supplemental transportation services for various District activities in accordance with California Education Code Sections 1270, 39801 and 39802. Upon the upcoming contract expiration the District solicited an RFP (Request for Proposal) for Pupil Transportation Services. The following vendors were sent packages of the RFP. Michael's Transportation, Inc., First Student, Durham School Services, Coachways, and Student Transportation of America. One response was received from First Student. First Student formally Laidlaw has been providing pupil transportation services for the District for many years. First student has a local yard accommodating the vehicles for our District. A new contract has been negotiated for a period of five (5) years.

Recommendation:

Recommend approval

Fiscal Impact:

\$7,400,000

***CI C.5 Acceptance of Contracts for Placement of Student Teachers**

Comment:

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

Staff requests approval from the Board of Education to accept Contracts for Placement of Student Teachers as detailed, dated August 17, 2011.

Recommendation:

Recommend Approval

Fiscal Impact:

None

***CI C.6 Routine Personnel Changes - Certificated**

Comment:

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

Recommendation:

For Information Only

Fiscal Impact:

None

***CI C.7 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.8 Approve Job Description: Fiscal/Project Accounting Analyst**

Comment:

The District and School Supervisors Association (SSA) have met and approved the new Fiscal/Project Accounting Analyst job description.

Recommendation:

Recommend Approval

Fiscal Impact:

\$85,079 per fiscal year paid from the Bond Fund

***CI C.9 Ratification and Approval of Engineering Services Contracts**

Comment:

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

Recommendation:

Ratify and approve contracts as noted

Fiscal Impact:

Total for this action: \$402,127. Funding sources as noted.

***CI C.10 Ratification and Approval of Negotiated Change Orders**

Comment:

Staff is seeking ratification of change orders on the following current District construction projects: Ford Elementary New School; Kennedy High School Security Fencing; Madera Elementary Restroom Wall Finishes; Stewart Elementary Restroom Wall Finishes; and El Cerrito High Multi-Use Sports Field Project. Change orders are fully executed by the District upon signature by the Superintendent's designee. Board ratification is the final step required under state law in order to complete payment and contract adjustment.

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

Recommendation:

Ratify negotiated change orders as noted

Fiscal Impact:

Total ratification and approval by this action: \$274,245.77

***CI C.11 Facilities Consulting Services, Jack Schreder & Associates Contracts**

Comment:

The District has Facilities Consulting needs on a yearly basis in order update facilities information, renew facilities funding, and comply with state requirements. Jack Schreder and Associates has been providing Facilities Consulting services since the early 1990's for the District. This action includes approval of Facilities Consulting services, on an hourly basis with a not to exceed limit, as follows:

- Developer Fee Justification Study \$6,950
- Emergency Repair Program Consulting \$12,500
- Facility Master Plan/Demographic & Capacity Analysis \$25,000
- Facilities Needs Assessment \$18,350
- School Facility Program Eligibility & Tracking \$56,250

Recommendation:

Recommend Approval of Contract for Facilities Consulting Services

Fiscal Impact:

\$119,050. Funding from Capital Fund, Special Reserve for Capital Facilities, and Measure J Bond.

***CI C.12 Ohlone Elementary Phase I Reconstruction Construction Management Services**

Comment:

The last project in the Measure J Bond is the reconstruction of Ohlone Elementary School. The Board awarded the Contract for Construction at the meeting of June 28, 2011. The Contractor has received the Notice to Proceed. The next step is to confirm the Construction Management team for the project.

Seville Group (“SGI”) has been providing Construction Management services for the District’s Bond Program projects since the initial Request for Proposal process in 2002. The firm has provided a team for the Ohlone project and is ready to begin. The team includes a full-time Construction Manager and a half-time Project Engineer. The proposed fee is at approximately 5% of construction cost and as such is within industry standards for Construction Management services.

Recommendation:

Approve Construction Management Services for Ohlone Elementary Phase I Reconstruction

Fiscal Impact:

\$1,015,771. Funded from the Ohlone Elementary Project Budget under the Measure J Bond.

***CI C.13 Crespi Middle School Gym Floor Replacement Project Award of Contract**

Comment:

The Gym floor at Juan Crespi Middle School sustained damage during winter rains due to a significant water intrusion incident. The wood floor needs to be replaced.

HMR Architects has prepared plans and specifications for the project. The District conducted a public bid process for the project. Bids were opened on August 4, 2011. Five Contractors submitted bids. They are as follows: CF Contracting \$386,500; EF Brett \$317,348; AM Woo \$249,500; ERA \$239,800; and, Romkon \$238,650. The lowest responsive, responsible bidder is Romkon, at \$238,650.

Recommendation:

Award contract to lowest responsive, responsible bidder

Fiscal Impact:

\$238,650. Funded by the Self-Insurance Fund

***CI C.14 Richmond High School Art Building Fire Alarm & Security System Project Award of Contract**

Comment:

The District is continuing with renovations at the Richmond High School campus. One major area of focus is student safety and campus security. This project includes code-compliant Fire Alarm system installation and security intrusion alarm system installation.

HMR Architects has prepared plans and specifications for the project. The District conducted a public bid process for the project. Bids were opened on August 4, 2011. Two Contractors submitted bids. They are as follows: Security Engineers \$69,350; and, Green Leaf dba Eclipse Electric \$54,716. The lowest responsive, responsible bidder is Green Leaf dba Eclipse Electric, at \$54,716.

Recommendation:

Award contract to lowest responsive, responsible bidder

Fiscal Impact:

\$54,716. Funded by the Measure J Bond, under the Richmond High School Renovations Project budget.

***CI C.15 Lupine Hills Elementary Window, Wall, & Roof Repairs Project Award of Contract**

Comment:

The District needs to complete water intrusion repairs to the Lupine Hills Elementary School Administration Building. There are leaks around windows, through wall areas and from roof assemblies.

Grossman Design Group has prepared plans and specifications for the project. The District conducted a public bid process for the project. Bids were opened on August 4, 2011. Two contractors submitted bids. They are as follows: Pinguelo Construction \$309,372; and, AM Woo Construction \$135,000. The lowest responsive, responsible bidder is AM Woo Construction, at \$135,000.

Recommendation:

Award contract to lowest responsive, responsible bidder

Fiscal Impact:

\$135,000. Funded by the Measure J Bond, under the Additional Bond Funded Projects budget.

***CI C.16 Approval of updated District Standards for Elementary Renovations and Reconstructions**

Comment:

The District has completed renovation and reconstruction of over twenty Elementary Schools since 2003. As a part of every District project, there are standards which cover basic spaces in every school, from administration to classrooms. These standards include lighting, finishes, cabinets/storage, presentation materials, and all other elements needed to design the spaces. The standards are the basis of each school that undergoes renovation or reconstruction and are provided the Architects of Record for their use. The District standards have continued to evolve over time and it is appropriate to update them at this time. The District retained WLC Architects for this update. Their work reflects lessons learned over the course of construction of the first projects, including feedback from teachers as part of a Post Occupancy Evaluation on the Measure M Elementary projects. The updated standards also are appropriate as the Board has adopted the Collaborative for High Performance Schools (“CHPS”) Standards. These are the “green building standards” for schools in California and reflect the District’s commitment to sustainable design.

The standards were presented to the Facilities Subcommittee at their meeting of May 10, 2011. The Facilities Subcommittee recommends approval by the full Board.

Standards are provided for review under separate cover.

Recommendation:

Adopt updated District Standards for Elementary Renovations and Reconstructions

Fiscal Impact:

Project budgets include design to the referenced standards.

***CI C.17 Approval of Board Members to attend Conferences**

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 members have expressed interest in attending the following conferences. Funds for Board travel and conference are budgeted and there is sufficient funding within that budget.

- The Congressional Black Caucus Foundation, 2011 Annual Legislative Conference, September 2011, Washington, D.C.
- NALEO National Summit on the State of Latino Education, September 2011, Washington, D.C.
- California Latino School Boards Association, Unity 2011 Conference, October 2011, San Diego, CA
- National School Boards' Association, CUBE Annual Conference, October 2011, New Orleans, LA

Recommendation:

That the Board authorize attendance to 2011 conferences

Fiscal Impact:

General Fund

***CI C.18 Manzanita Operating Memorandum of Understanding**

Comment:

The District is the granting agency for the Manzanita Charter School. The District approved the Charter School in 2000 for a term of 5 years with five-year renewal in 2005.

The charter was conditionally renewed by the Board on May 12, 2010. This is to ratify the operational Memorandum of Understanding between West Contra Cost Unified School District and Manzanita Charter, which defines the terms of operation.

Recommendation:

That the Board approve the operating memorandum of understanding with Manzanita Charter school.

Fiscal Impact:

Cost recovery for charter operation

***CI C.19 Special Education Memorandum of Understanding with Manzanita Charter School**

Comment:

The District is the granting agency for the Manzanita Charter School. The District approved the Charter School in 2000 for a term of 5 years with five-year renewal in 2005.

The charter was conditionally approved by the Board on May 12, 2010. This is to ratify the Special Education Memorandum of Understanding (MOU) between West Contra Cost Unified School District and Manzanita Charter School which defines the terms of operation.

Recommendation:

That the Board approve the Special Education Memorandum of Understanding with Manzanita Charter School.

Fiscal Impact:

Cost recovery for charter operations

D. AWARDS, RECOGNITIONS, AND REPORTS

*** D.1 Presentation from Jonathan Bernstein on “Not In Our Town” efforts to stop hate crimes**

Comment:

Executive Director for Jonathan Bernstein of “Not In Our Town” will provide background information about the national effort to reduce bias and hate crimes. Not In Our Town highlights communities working together to stop hate. The videos and broadcasts developed by this group highlight and celebrate people who have developed creative anti-bias programs and responses. These stories have motivated many others to develop their own innovative initiatives which overpower the hateful actions and voices in their communities. The group’s strategies include:

1. Shares innovative initiatives

Not In Our Town can host screenings or help host a screening where some of their 45+ films can stimulate a discussion about ways the community can promote acceptance and respect.

2. Documents local positive actions

The Not In Our Town video team goes on location in cities and towns across the country, and documents new ways people are responding to hatred in their communities. Their blog and local lessons highlight encouraging news and tactics from people around the world.

3. Connects individuals and groups working to counter hate

The Not In Our Town effort includes a newsletter, presence on Twitter and Facebook, as well as connecting with local organizations.

4. Fosters inter-group and interfaith dialogue and gatherings

Not In Our Town helps people connect with others and speak out against hatred when it targets people from other backgrounds.

5. Provides guidance to those seeking to take a stand

Not In Our Town can help local communities strategize and brainstorm possible responses to hatred and methods to encourage others to be a part of the movement.

Recommendation:

For Information Only

Fiscal Impact:
Unknown at this time

* **D.2 Bond Sale**

Comment:
The Associate Superintendent Business Services will provide an update on the August 12 refunding bond sale.

Recommendation:
For Information Only

Fiscal Impact:
None

* **D.3 Standing Reports**

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

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

* **D.4 Comments of Remembrance, Terence Martin Day – August 23, 2011**

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

Recommendation:
For Information Only

Fiscal Impact:
None

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

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

* **E.2 WCCUSD Public Comment**

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

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

F. ACTION ITEMS

* **F.1 Contra Costa County School Boards Association Representative**

Comment:

Efforts are under way to revitalize the Contra Costa County School Boards Association (CCCSBA). In the past, this organization provided a link between local school boards, the County Board of Education (CCBOE), and the Contra Costa Community College District (CCCCD). A group of leaders has come together to revive the CCCSBA so that it can once again serve as a critical link between Contra Costa's local school boards, the CCBOE and CCCCDD in order to preserve, advance, and improve public schools.

This organization can only be effective if all districts participate and is seeking an appointment from the WCCUSD Board of Education to serve as a director to the Contra Costa County School Boards Association, representing the District in planning, meeting preparation and information for all board members in the county.

Recommendation:

Recommend the Board appoint a representative to the Contra Costa County School Boards Association.

Fiscal Impact:

None

G. DISCUSSION ITEMS

* **G.1 Policy Modification - Board Policy 7214.2**

Comment:

Board Policy 7214.2 complies with the intent of Proposition 39 which was approved in 2000 to establish a Citizens' Oversight Committee to "actively review and report on the use of bond proceeds" whenever the district passes a Proposition 39 bond.

A subcommittee of the Citizens Bond Oversight Committee has reviewed administrative regulation AR7214.2 and has made recommendations for modifications to that regulation. Because both current administrative regulations and the revisions recommended by the CBOC subcommittee include provisions and specifications that only the Board can approved, the administrative regulations for BP 7214.2 need to be incorporated into the policy itself.

Recommendation:

That the Board review and discuss the proposed revisions to BP 7214.2 in anticipation of acting those changes at a subsequent Board meeting.

Fiscal Impact:

None

* **G.2 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 Only

Fiscal Impact:

None

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

I. COMMENTS OF THE BOARD OF EDUCATION AND SUPERINTENDENT

J. THE NEXT SCHEDULED BOARD OF EDUCATION MEETING

Lovonya DeJean Middle School – September 7, 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

August 17, 2011

1. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

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

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

The following administrative appointments will be reported for the 2011-2012 school year:

Assistant Principal, High School
K-12 Instructional Specialist
Director of Curriculum & Instruction

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

8. STUDENT DISCIPLINE (Education Code Section 35146)

Expulsions

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

Certificated / Classified Employee Dismissal

10. REPORT OF CLOSED SESSION ACTIONS

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

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education

Meeting Date: August 17, 2011

From: Ann Reinlagen,
Assistant Superintendent Human Resources

Agenda Item: A.6

Subject: Administrative Appointments for the 2011-2012 School Year

Background Information:

The following administrative appointments will be reported for the 2011-2012 school year:

Assistant Principal, High School
K-12 Instructional Specialist
Director of Curriculum & Instruction

Recommendation: Recommend Approval

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

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

Agenda Item B.6

July 27, 2011

A. CLOSED SESSION

B. OPENING PROCEDURES

President Charles Ramsey called the meeting to order at 6:00 PM. The Board recessed into Closed Session. President Ramsey called the Public Session to order at 7:00 PM, delayed due to technical difficulties with the television broadcast.

B.1 Pledge of Allegiance

President Ramsey led the pledge of allegiance.

B.2 Welcome and Meeting Procedures

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

B.3 Roll Call

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

Staff Present: Magdy Abdalla, Director Facilities Construction; Steve Collins, SELPA Director; Martin Coyne, Executive Director/Bond Finance; Otilia Espinosa, Interpreter; Bill Fay, Associate Superintendent Operations; Luis Freese, Executive Director Maintenance and Operations; Sheri Gamba, Associate Superintendent for Business Services; Bruce Harter, Superintendent; Debbie Haynie, Executive Secretary; Antoinette Henry-Evans, Executive Director K-12; Joe Mayes, Manager Building & Maintenance; Ken McDaniel, Maintenance Supervisor; Cecilia Mendoza, Executive Director K-12; Nia Rashidchi, Assistant Superintendent Educational Services; Ann Reinlagen, Assistant Superintendent Human Resources; Vince Rhea, Executive Director K-12; Bill Savidge, District Engineering Officer

B.4 Report/Ratification of Closed Session

Superintendent Harter asked the Board to ratify the action taken in Closed Session regarding the July 27, 2011 recommendation to approve expulsion case #001.

Motion: Mr. Medrano moved to ratify the action taken in Closed Session regarding the recommendation of July 27, 2011 for expulsion case #001. 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.

Superintendent Harter asked the Board to ratify the action taken in Closed Session regarding the following administrative appointment for 2011-2012:

Sharon Baltazar, Interim Assistant Principal, El Cerrito High School

Motion: Mr. Medrano moved to ratify the action taken in Closed Session regarding the administrative appointment for 2011-2012. 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.

B.5 Agenda Review and Adoption

MOTION: President Ramsey withdrew item C. 16, Citizens' Bond Oversight Committee (CBOC) Appointments by the City of Hercules from the agenda and asked the Board to move items E.1 and E.2 to follow Consent Items in order to accommodate public comment. Mr. Thurmond moved approval of the agenda with the recommended changes. 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.

B.6 Minutes: July 13, 2011

MOTION: Ms. Kronenberg moved approval of the Minutes of July 13, 2011. Mr. Medrano 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.

C. BUSINESS ITEMS

- C.1 Acceptance of Donations**
- C.2 Contracted Services**
- C.3 Procurement Contracts for the School Year 2011-12**
- C.4 Notice of Completions: Bid J068221 Helms Middle School Building Demolition and General Site Work, Bid J068217 Kennedy High School Security Fencing Project**
- C.5 Disposal of Obsolete and Damaged District Personal Property for the School Year 2011-12**
- C.6 Certificated Board Authorization - Education Code 44285.3**
- C.7 Routine Personnel Changes - Certificated**
- C.8 Certificated Provisional Internship Permit (PIP) Request(s)**
- C.9 Revised School Calendar for 2011-2012**
- C.10 Ratification of Negotiated Change Orders**
- C.11 Ratification and Approval of Engineering Services Contracts**
- C.12 Inspector of Record Contracts for Bond Program Projects 2011-2012**
- C.13 El Cerrito High School Photovoltaic System Repairs, Maintenance and Monitoring Award of Contract**
- C.14 Collins Elementary Modularity Replacement Project Award of Contract**
- C.15 Approval of the relocation of the Coronado ES to the temporary location at Kennedy HS**
This item was pulled for public comment.
- C.16 Citizens' Bond Oversight Committee (CBOC) Appointments by the City of Hercules**
This item was withdrawn from the agenda.
- C.17 Interdistrict Attendance Agreement**

MOTION: Ms. Kronenberg moved approval of Consent Items C.1 – C.14 and C.17. 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.

- E.1 Superintendent's Report**
Superintendent Harter provided a report of activities in the District.
- E.2 WCCUSD Public Comment**
Alice Burton, Amy Anderson, Scottie Smith, Ivy Wiston, Hannah McBrayer, Chereese LeBlanc

D. AWARDS, RECOGNITIONS, AND REPORTS

- D.1 Budget Update**
Ms. Gamba provided information regarding the newly adopted state budget and particular details of interest.

Public Comment:
None

Board Comment:
None

D.2 Standing Reports

Facilities Subcommittee. Mr. Medrano provided a report of the July 26 meeting, which included the recommendation to the Board to relocate the Coronado campus to interim housing at the Kennedy High School campus during construction. The next meeting is scheduled for August 9, 2011.

United Teachers of Richmond. President Diane Brown talked about delegates of the National Education Association (NEA) passing policy regarding the opposition of Teach for America (TFA) contracts in districts used where there is no teacher shortage, when education funds are used to pay TFA fees, or when TFA agreements are used to reduce teacher costs or silence union voices. She requested that the District provide a history of fees paid to Teach

for American for the past five years. Ms. Brown thanked Ms. Reinhagen and Dr. Harter for cooperating with the UTR request to move the New Teacher Orientation to another date due to the conflict with a furlough day.

Citizens' Bond Oversight Committee. Chairperson Robert Studdiford reported on the last meeting held July 25th where discussions included the engineering officer's report and capital assets management plans. The committee also toured the Ford Elementary campus. The next meeting is scheduled for August 24 and the committee is hopeful for a joint meeting with the Board of Education in the Fall.

Linked Learning. Ms. Kronenberg announced the state certification for Linked Learning and the Law Academy at Richmond High School.

Ivy League Connection. Mr. Ramsey spoke about the travel for school board members in Philadelphia, where the group met with admissions officers from Princeton, the University of Pennsylvania, Swathmore College, Yale and Columbia. Ms. Kronenberg spoke about the Vanderbilt program in Nashville and the students' work around world religions. They both encouraged the public to take a look at the students' online blog.

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

E.1 Superintendent's Report
This item was moved to follow Consent Items.

E.2 WCCUSD Public Comment
This item was moved to follow Consent Items.

C.15 Approval of the relocation of the Coronado ES to the temporary location at Kennedy HS
Ms. Merriweather said that she would like to learn more about this item as she has been contacted by concerned parents regarding the rationale for placing the elementary school on the high school campus.

Ms. Sisi Meng, Project Architect with WLC Architects, provided a presentation for the Coronado campus and their work on the conceptual plan for the relocation of the campus along Burk Avenue on the Kennedy campus. Mr. Ramsey spoke about collaboration with architects Powell and Partners for the Stege campus and their community's feedback as a result of the construction impact on that site as well. Mr. Savidge provided further information about timelines and outreach to the Coronado and Stege communities with information about each campus using the interim campus in turn. The rationale behind moving students and staff to an interim site is to reduce the consequences to education as a result of construction conflicts due to proximity at the original site and also allow construction to proceed at optimum capacity.

Public Comment:
None

Board Comment:
Mr. Medrano asked about the playground area for students. Mr. Savidge responded.
Ms. Merriweather asked for clarification about when Stege will use the site. Mr. Ramsey provided further information.

President Ramsey asked the Board to amend the motion to include approval of Powell and Partners to work jointly with WLC Architects for Stege's use of this campus once the Coronado campus transitions back to their new campus. He asked that the Powell contract be brought back for amendment and ratification by the Board.

MOTION: Mr. Medrano moved approval of the relocation of the Coronado ES to the temporary location at Kennedy HS and amending the Powell and Partners contract for the scope of tis work. 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. ACTION ITEMS

F.1 Resolution No. 14-1112: 2002 Measure D and 2000 Measure M Bond Refunding

Ms. Gamba introduced members of the District's bond finance team Dave Olson of KNN Public Finance, Jeff Baratta Piper Jaffery, Kris Vaca of GCR LLP, and David Casnocha of Straddling, Yocca, Carlson and Rauth. Mr. Olson led a presentation regarding bond financing, assessed values and tax base growth.

Public Comment:

None

Board Comment:

President Ramsey asked questions about legal obligation and tax rates. Mr. Casnocha responded that the \$60 tax rate cap as set forth in Proposition 39 is not applicable and subject to the issuance of refunding bonds nor customized to school districts and Proposition 39 bonds. The \$60 expected tax rate, as a condition established at the time of issuing bonds does not carry over to government code provisions that allow for the issuance of refunding bonds. President Ramsey also asked about Measure M bonds tax rate that are not Prop 39 bonds. Ms. Gamba responded with information regarding savings in interest rates and the opportunity to refund to taxpayers in present value savings, making the Board good stewards of its outstanding debt. Mr. Casnocha clarified the conditions of issuance of Proposition and non-Proposition 39 refunding bonds.

Mr. Thurmond spoke about a lower interest rate, not changing the amount of time for pay off, and lower amounts paid by taxpayers. He asked about the timing of the early August sale. Mr. Olson responded that there is a general feeling that resolution of debt ceiling crisis at the federal level would be helpful to this endeavor. A lack of resolution would be expected to be bad news for the bond market and other financial markets. Jeff Baratta concurred, saying that if the market is not right, the finance team will walk away from transactions if the savings threshold cannot be reached. President Ramsey asked whether interest rates are negotiated for municipal bonds put on the market. Mr. Baratta and Mr. Olson offered further information.

Discussion continued regarding presentations to rating companies. Further discussion continued about investor strategies, pricing and the disclosure profile. Kris Vaca spoke about the role of the disclosure profile, making sure that the official statement accurately reflects facts about the District and bond offerings to satisfy potential investors. President Ramsey said that the District would like opportunity to review of the document for accuracy. Ms. Gamba said that a draft was provided to the Board for approval in form. She said the final Preliminary Official Statement as a disclosure document it is still being refined prior to publication.

Ms. Merriweather asked about locking in investors. Mr. Olson clarified, saying he expects this to be a well received offering.

Mr. Casnocha spoke about the content of the disclosure documents.

Ms. Kronenberg asked about the District representatives speaking with rating firms such as Standards and Poor's. Ms. Gamba responded.

Mr. Medrano said he is in support of moving forward.

MOTION: Mr. Medrano moved approval of Resolution No. 14-1112: 2002 Measure D and 2000 Measure M Bond Refunding. 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

None

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

None

I. COMMENTS OF THE BOARD OF EDUCATION AND SUPERINTENDENT

None

J. THE NEXT SCHEDULED BOARD OF EDUCATION MEETING

Lovonya DeJean Middle School – August 17, 2011

K. ADJOURNMENT

President Ramsey adjourned the meeting at 8:50 PM.

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

To: Board of Education

Meeting Date: August 17, 2011

From: Sheri Gamba
Associate Superintendent Business Services

Agenda Item: CI C.1

Subject: Acceptance of Donations

Background Information: The District has received donations as summarized on the attached sheet dated August 17, 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.

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

West Contra Costa Unified School District
August 17, 2011 Board Meeting

<u>Donor Name</u>	<u>Description or Purpose</u>	<u>Estimated Value</u>	<u>Receiving School or Department</u>
Mr. Robert Thompson	Supplies	\$350.00	State Preschool

*Estimated values for the non-cash donations are provided by the donor
Donation Précis 081711

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

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education

Meeting Date: August 17, 2011

From: Sheri Gamba *peg*
Associate Superintendent Business Services

Agenda Item: CI C.2

Subject: Approval of Fund-Raising Activities

Background Information: The planned fund-raising events for the 2011-12 school year are summarized on the attached sheet dated August 17, 2011.

Recommendation: Recommend Approval

Fiscal Impact: Additional revenue for schools

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

West Contra Costa Unified School District
 August 17, 2011 Board Meeting

APPROVAL OF FUND-RAISERS

<u>School</u>	<u>Fund-Raising Activity</u>	<u>Activity Sponsor</u>
De Anza High	Little Caesars Pizza	PTSA
Ellerhorst Elementary	PTA selling T-Shirts at cost	PTA
Ellerhorst Elementary	PTA will sell Pre-packed Snacks	PTA
Ellerhorst Elementary	Walk-A-Thon	PTA
Hanna Ranch Elementary	Paper Drive	Hanna Ranch
Hanna Ranch Elementary	Selling Yankee Candles and Otis Cookies	PTA
Hanna Ranch Elementary	Seasonal Shop for Students	PTA
Hanna Ranch Elementary	Walk-A-Thon	Hanna Ranch
Hanna Ranch Elementary	Scholastic Book Fair	PTA
Kensington Elementary	Selling Pizza and Drinks	Kensington Education Foundation
Kensington Elementary	Calling Parents Requesting and Recording Pledged Contributions	Kensington Education Foundation
Kensington Elementary	Holding Silent and Live Auction	Kensington Education Foundation
Richmond High School	Football-Player & Staff Meet and Greet Fundraiser	Tashaka Merriweather
Washington Elementary	From September 15, 2011 to June 10, 2012 PTA will Engage in Different Fundraiser	Washington PTA
Washington Elementary	Family Student Portraits	Washington PTA
Washington Elementary	Community Appeal Letter	Washington PTA
Washington Elementary	Sale of School logo items/Uniforms	Washington PTA
Washington Elementary	Book Fairs	Washington PTA
Washington Elementary	Catalog Sales e.g. Candies, Cookies	Washington PTA
Washington Elementary	Walk-A-Thon	Washington PTA
Washington Elementary	School Fair/Carnival	Washington PTA
Washington Elementary	Silent Auction e.g. Dance, Spa	Washington PTA
Washington Elementary	Student Art Card Sales	Washington PTA
Washington Elementary	Family Movie Night	Washington PTA
Washington Elementary	Coupon Book Sales	Washington PTA
Washington Elementary	Raffles	Washington PTA

Washington Elementary	Penny Drive	Washington PTA
Washington Elementary	Rebates from Vendors for Purchased Items	Washington PTA
Washington Elementary	Pasta Night	Washington PTA
Washington Elementary	Spelling Bee	Washington PTA
Washington Elementary	Talent Show	Washington PTA
Washington Elementary	School Garden Produce Sales	Washington PTA

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 *pg* **Meeting Date:** August 17, 2011

From: Sheri Gamba, Assoc. Supt., Business Services **Agenda Item:** CI C.3

Subject: Summary of Payroll and Vendor Warrant Reports

Background Information: Attached are the summaries of Payroll and Vendor Warrants issued during the month of July, 2011.

Total of payroll warrants (July 2011): \$ 2,946,675
Total of vendor warrants (July 2011): \$ 22,974,113

Recommendation: Recommend approval of the payroll and vendor warrant reports

Fiscal Impact: As noted above

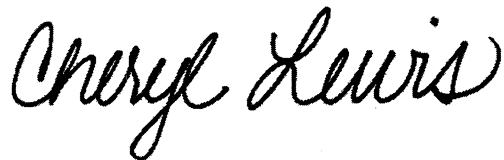
DISPOSITION BY BOARD OF EDUCATION		
Motion by: _____	Seconded by: _____	
Approved _____	Not Approved _____	Tabled _____

West Contra Costa Unified School District

Month of : JULY 2011

Payrolls	Warrant From	Numbers To	Total Warrants Current	Total Warrants Previous	Total Warrants To Date
Variable	625759	627198	984,136		984,136
Regular	627199	627364	356,595		356,595
Special					0
<hr/>					
Variable EFT	308935	310733	1,516,203		1,516,203
Regular EFT	310734	311111	1,042,049		1,042,049
Special EFT					0
<hr/>					
Typed	297314	297345	42,410		42,410
BENEFITS					0
Cancelled	Various	Various	(10,583)		(10,583)
Totals			2,946,675	0	2,946,675

Salary detail is available in the Payroll office upon request.




Cheryl Lewis, Payroll Supervisor


WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
WEEKLY VENDOR WARRANT REPORT
2011-2012

PAYMENT
DATE: July 7, 2011

PAGE-1

FUND#	FUND DESCRIPTION	WARRANT FROM	NUMBERS TO	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL	440963	440980	3,712,040		3,712,040
7706	CAFETERIA					0
7707	CHILD DEVELOPMENT					0
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY					0
7710	BUILDING					0
7711	CAPITAL FACILITIES					0
7712	SELF INSURANCE PROPERTY & LIABILITY					0
7713	STATE SCHOOL LEASE/PURCHASE					0
7714	COUNTY SCHOOL FACILITIES					0
7715	SPECIAL RESERVE FOR NON-CAPITAL OUTLAY					0
7719	CHARTER SCHOOL					0
7725	MRAD					0
7728	DEBT SERVICE					0
7744	RETIREE BENEFITS	440960	440981	5,977		5,977
7770	ADULT EDUCATION					0
7785	DEFERRED MAINTENANCE					0
7701	PAYROLL REVOLVING					0
	TOTALS			3,718,017		3,718,017


Prepared By


Accounting Supervisor

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
WEEKLY VENDOR WARRANT REPORT
2011-2012

PAYMENT

DATE: July 13, 2011

PAGE-2

FUND#	FUND DESCRIPTION	WARRANT FROM	NUMBERS TO	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL	441205	441226	2,137,039	3,712,040	5,849,079
7706	CAFETERIA				0	0
7707	CHILD DEVELOPMENT				0	0
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY				0	0
7710	BUILDING	441221	441221	26,812	0	26,812
7711	CAPITAL FACILITIES				0	0
7712	SELF INSURANCE PROPERTY & LIABILITY				0	0
7713	STATE SCHOOL LEASE/PURCHASE				0	0
7714	COUNTY SCHOOL FACILITIES				0	0
7715	SPECIAL RESERVE FOR NON-CAPITAL OUTLAY				0	0
7719	CHARTER SCHOOL				0	0
7725	MRAD				0	0
7728	DEBT SERVICE				0	0
7744	RETIREE BENEFITS				5,977	5,977
7770	ADULT EDUCATION				0	0
7785	DEFERRED MAINTENANCE				0	0
7701	PAYROLL REVOLVING				0	0
	TOTALS			2,163,851	3,718,017	5,881,868

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
WEEKLY VENDOR WARRANT REPORT
2011-2012

PAYMENT

DATE: July 20, 2011

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FUND#	FUND DESCRIPTION	WARRANT FROM	NUMBERS TO	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL	441422	441433	25,098	5,849,079	5,874,177
7706	CAFETERIA				0	0
7707	CHILD DEVELOPMENT				0	0
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY				0	0
7710	BUILDING				26,812	26,812
7711	CAPITAL FACILITIES				0	0
7712	SELF INSURANCE PROPERTY & LIABILITY				0	0
7713	STATE SCHOOL LEASE/PURCHASE				0	0
7714	COUNTY SCHOOL FACILITIES				0	0
7715	SPECIAL RESERVE FOR NON-CAPITAL OUTLAY				0	0
7719	CHARTER SCHOOL				0	0
7725	MRAD				0	0
7728	DEBT SERVICE				0	0
7744	RETIREE BENEFITS				5,977	5,977
7770	ADULT EDUCATION				0	0
7785	DEFERRED MAINTENANCE				0	0
7701	PAYROLL REVOLVING				0	0
	TOTALS			25,098	5,881,868	5,906,968

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
WEEKLY VENDOR WARRANT REPORT
2011-2012

PAYMENT

DATE: July 27, 2011

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FUND#	FUND DESCRIPTION	WARRANT FROM	NUMBERS TO	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL	441604	441642	44,043	5,874,177	5,918,220
7706	CAFETERIA	441605	441637	64,969	0	64,969
7707	CHILD DEVELOPMENT	441634	441634	407	0	407
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY				0	0
7710	BUILDING				26,812	26,812
7711	CAPITAL FACILITIES				0	0
7712	SELF INSURANCE PROPERTY & LIABILITY				0	0
7713	STATE SCHOOL LEASE/PURCHASE				0	0
7714	COUNTY SCHOOL FACILITIES				0	0
7715	SPECIAL RESERVE FOR NON-CAPITAL OUTLAY				0	0
7719	CHARTER SCHOOL				0	0
7725	MRAD				0	0
7728	DEBT SERVICE				0	0
7744	RETIREE BENEFITS				5,977	5,977
7770	ADULT EDUCATION				0	0
7785	DEFERRED MAINTENANCE				0	0
7701	PAYROLL REVOLVING				0	0
	TOTALS			109,419	5,906,966	6,016,385

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
WEEKLY VENDOR WARRANT REPORT
2011-2012

PAYMENT
DATE: July 8, 2011

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FUND#	FUND DESCRIPTION	WARRANT FROM	NUMBERS TO	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL				5,918,220	5,918,220
7706	CAFETERIA				64,969	64,969
7707	CHILD DEVELOPMENT				407	407
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY				0	0
7710	BUILDING				26,812	26,812
7711	CAPITAL FACILITIES				0	0
7712	SELF INSURANCE PROPERTY & LIABILITY				0	0
7713	STATE SCHOOL LEASE/PURCHASE				0	0
7714	COUNTY SCHOOL FACILITIES				0	0
7715	SPECIAL RESERVE FOR NON-CAPITAL OUTLAY				0	0
7719	CHARTER SCHOOL				0	0
7725	MRAD				0	0
7728	DEBT SERVICE				0	0
7744	RETIREE BENEFITS				5,977	5,977
7770	ADULT EDUCATION				0	0
7785	DEFERRED MAINTENANCE				0	0
7701	PAYROLL REVOLVING	440661	440685	1,159,929	0	1,159,929
	TOTALS			1,159,929	6,016,385	7,176,314

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
WEEKLY VENDOR WARRANT REPORT
2011-2012

PAYMENT

DATE: July 29, 2011

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FUND#	FUND DESCRIPTION	WARRANT FROM	NUMBERS TO	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL				5,918,220	5,918,220
7706	CAFETERIA				64,969	64,969
7707	CHILD DEVELOPMENT				407	407
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY				0	0
7710	BUILDING				26,812	26,812
7711	CAPITAL FACILITIES				0	0
7712	SELF INSURANCE PROPERTY & LIABILITY				0	0
7713	STATE SCHOOL LEASE/PURCHASE				0	0
7714	COUNTY SCHOOL FACILITIES				0	0
7715	SPECIAL RESERVE FOR NON-CAPITAL OUTLAY				0	0
7719	CHARTER SCHOOL				0	0
7725	MRAD				0	0
7728	DEBT SERVICE				0	0
7744	RETIREE BENEFITS				5,977	5,977
7770	ADULT EDUCATION				0	0
7785	DEFERRED MAINTENANCE				0	0
7701	PAYROLL REVOLVING	441643	441678	1,056,758	1,159,929	2,216,687
	TOTALS			1,056,758	7,176,314	8,233,072

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

PAYMENT
DATE: July 7, 2011

PAGE-1

FUND#	FUND DESCRIPTION	WARRANT FROM	NUMBERS TO	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL	440686	440958	937,377	95,623,314	96,560,691
7706	CAFETERIA	440696	440947	33,543	5,225,232	5,258,775
7707	CHILD DEVELOPMENT	440695	440827	158	269,929	270,087
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY	440689	440870	43,117	5,029,826	5,072,943
7710	BUILDING	440690	440959	958,759	90,430,969	91,389,728
7711	CAPITAL FACILITIES	440953	440953	1,951	1,415,585	1,417,536
7712	SELF INSURANCE PROPERTY & LIABILITY				3,179,161	3,179,161
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				131,499	131,499
7770	ADULT EDUCATION	440707	440917	12,248	273,722	285,970
7785	DEFERRED MAINTENANCE				37,823	37,823
7701	PAYROLL REVOLVING				59,735,110	59,735,110
	TOTALS			1,987,153	261,352,170	263,339,323

Christine J. Judd
Prepared By

J. Gow
Accounting Supervisor

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

PAYMENT
DATE: July 13, 2011

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FUND#	FUND DESCRIPTION	WARRANT FROM	NUMBERS TO	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL	440982	441204	1,519,422	96,560,691	98,080,113
7706	CAFETERIA	441011	441185	33,526	5,258,775	5,292,301
7707	CHILD DEVELOPMENT	441065	441109	6,425	270,087	276,512
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY	441083	441131	26,479	5,072,943	5,099,422
7710	BUILDING	440984	441202	965,486	91,389,728	92,355,214
7711	CAPITAL FACILITIES				1,417,536	1,417,536
7712	SELF INSURANCE PROPERTY & LIABILITY				3,179,161	3,179,161
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				131,499	131,499
7770	ADULT EDUCATION	440983	441154	1,704	285,970	287,674
7785	DEFERRED MAINTENANCE				37,823	37,823
7701	PAYROLL REVOLVING				59,735,110	59,735,110
	TOTALS			2,553,042	263,339,323	265,892,365

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

PAYMENT

PAGE-3

DATE: July 20, 2011

FUND#	FUND DESCRIPTION	WARRANT FROM	NUMBERS TO	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL	441231	441417	751,516	98,080,113	98,831,629
7706	CAFETERIA	441268	441402	6,679	5,292,301	5,298,980
7707	CHILD DEVELOPMENT	441340	441421	48,120	276,512	324,632
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY	441232	441347	15,498	5,099,422	5,114,920
7710	BUILDING	441229	441420	4,033,236	92,355,214	96,388,450
7711	CAPITAL FACILITIES	441235	441408	22,244	1,417,536	1,439,780
7712	SELF INSURANCE PROPERTY & LIABILITY	441262	441308	180	3,179,161	3,179,341
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				131,499	131,499
7770	ADULT EDUCATION	441283	441402	3,137	287,674	290,811
7785	DEFERRED MAINTENANCE				37,823	37,823
7701	PAYROLL REVOLVING				59,735,110	59,735,110
	TOTALS			4,880,610	265,892,365	270,772,975

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

PAYMENT

DATE: July 27, 2011

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FUND#	FUND DESCRIPTION	WARRANT FROM	NUMBERS TO	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL	441434	441603	786,221	98,831,629	99,617,850
7706	CAFETERIA	441455	441597	27,909	5,298,980	5,326,889
7707	CHILD DEVELOPMENT	441476	441551	8,627	324,632	333,259
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY	441494	441551	860	5,114,920	5,115,780
7710	BUILDING	441438	441602	4,495,896	96,388,450	100,884,346
7711	CAPITAL FACILITIES				1,439,780	1,439,780
7712	SELF INSURANCE PROPERTY & LIABILITY	441480	441480	712	3,179,341	3,180,053
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				131,499	131,499
7770	ADULT EDUCATION	441540	441551	11	290,811	290,822
7785	DEFERRED MAINTENANCE				37,823	37,823
7701	PAYROLL REVOLVING				59,735,110	59,735,110
	TOTALS			5,320,236	270,772,975	276,093,211

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

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education

Meeting Date: August 17, 2011

From: Sheri Gamba 
Associate Superintendent Business Services

Agenda Item: CI C.4

Subject: RFP #1011-03 Pupil Transportation Services

Background Information: The District has been contracting with an outside company to provide home-to-school transportation services for special education students and supplemental transportation services for various District activities in accordance with California Education Code Sections 1270, 39801 and 39802. Upon the upcoming contract expiration the District solicited an RFP (Request for Proposal) for Pupil Transportation Services. The following vendors were sent packages of the RFP. Michael's Transportation, Inc., First Student, Durham School Services, Coachways, and Student Transportation of America. One response was received from First Student. First Student formally Laidlaw has been providing pupil transportation services for the District for many years. First student has a local yard accommodating the vehicles for our District. A new contract has been negotiated for a period of five (5) years.

Recommendation: Recommend approval.

Fiscal Impact: \$7,400,000

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

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

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education **Meeting Date:** August 17, 2011
From: Ann Reinlagen, **Agenda Item:** CI C.5
Assistant Superintendent Human Resources
Subject: Acceptance of Contracts for Placement of Student Teachers

Background Information:

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

Staff requests approval from the Board of Education to accept Contracts for Placement of Student Teachers as detailed on the attached sheet dated August 17, 2011.

Recommendation: Recommended Approval.

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

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

West Contra Costa Unified School District
August 17, 2011

ACCEPTANCE OF CONTRACTS FOR PLACEMENT OF STUDENT TEACHERS

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

San Francisco State University, Student Teaching Agreement
Saint Mary's College of California, Student Placement Agreement

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

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education

Meeting Date: August 17, 2011

From: Ann Reinlagen,
Assistant Superintendent Human Resources

Agenda Item: CI C.6

Subject: Routine Personnel Changes - Certificated

Background Information:

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

Recommendation: For Information Only

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
August 17, 2011
FOR INFORMATION ONLY

CERTIFICATED BOARD CHANGES

TERMINATED/RETIRED

<u>FIRST NAME</u>	<u>LAST NAME</u>	<u>SITE</u>	<u>POSITION</u>	<u>STATUS</u>	<u>TERM DATE</u>
JACQUELINE	WARREN	LEAVE	TEACHER	TERMINATION	6/30/11
YOLANDA	BULLS	DE ANZA	ASSISTANT PRINCIPAL	RESIGNATION	7/31/11

NEW HIRE/RE HIRE/TRANSFER

<u>FIRST NAME</u>	<u>LAST NAME</u>	<u>SITE</u>	<u>POSITION</u>	<u>STATUS</u>	<u>HIRE DATE</u>
SANDRA	HAGOOD	PSC	SPEECH	REHIRE	8/18/2011
ELLEN	INADA	PSC	SH 40%	REHIRE	8/23/2011
SHEA	KENNY	LINCOLN	1ST SEI	NEW HIRE	8/23/2011
REBECCA	CROOK	LINCOLN	K-1YO SEI	NEW HIRE	8/23/2011
MARTIN	KING	HELMS	SOC SCI SEI	NEW HIRE	8/23/2011
NANCY	CABRAL	PSC	NSH SEI	REHIRE	8/23/2011
ELIZABETH	COLE	PSC	RSP SEI	REHIRE	8/23/2011
TATJANA	RAVNIK	PMS	LIBRARIAN	REHIRE	8/23/2011
ALISON	BOGIE	PORTOLA	LIBRARIAN	REHIRE	8/23/2011
AMALIA	OJEDA	GOMPERS	MATH SEI	REHIRE	8/23/2011
MICHAEL	HERSH	GOMPERS	60% ART SEI	REHIRE	8/23/2011
ALLISON	LLOYD	HELMS	SCIENCE SEI	REHIRE	8/23/2011
TANNIA	WASHINGTON	HARDING	NSH/SDC SEI	NEW HIRE	8/23/2011
MICHAEL	YAP	PVHS	RSP SEI	REHIRE	8/23/2011
VIRGINIA	MORRIS	PSC	FULL INCLUSION SEI	NEW HIRE	8/23/2011

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

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education **Meeting Date:** August 17, 2011
From: Ann Reinlagen, **Agenda Item:** CI C.7
Assistant Superintendent Human Resources
Subject: Certificated Provisional Internship Permit (PIP) Request(s)

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

Recommendation: Recommend Approval

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

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

August 17, 2011

Action Taken

<u>PIP</u>	<u>SITE</u>	<u>ASSIGNMENT</u>
Kit C. Marcuse	Helms Middle School	SH

District Interns/Preliminary Education Specialist

Teach for America/Oakland Practitioner Teacher Program

Lauren Dansey	De Anza High School	RSP
Rachel Duvivier	Richmond High School	
Cimeran Kapur	Crespi Middle	NSH
Emily May	Sheldon Elementary School	TEP
Hennifer Safstrom	Highland Elementary School	TEP
Gabriella Stern	Wilson Elementary School	
Daniel Sugar	De Anza High School	

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

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education

Meeting Date: August 17, 2011

From: Ann Reinlagen
Assistant Superintendent Human Resources

Agenda Item: CI C.8

Subject: Approve Job Description:

Fiscal/Project Accounting Analyst

Background Information:

The district and School Supervisors Association (SSA) have met and approved the new Fiscal/Project Accounting Analyst job description.

Recommendation: Recommend Approval

Fiscal Impact: \$85,079 per fiscal year paid from the Bond Fund.

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

FISCAL/PROJECT ACCOUNTING ANALYST

BASIC FUNCTION:

Under general administrative direction within the Business/Fiscal/Facilities Divisions performs complex professional analysis, planning and accounting for governmental funds, construction projects, grants, bonds, donations and other financial instruments of the school district. Supervises, analyzes and personally performs work related to data management systems for the analysis, planning and accounting for governmental funds, construction projects, grants, bonds, donations and other financial instruments of the school district.

ESSENTIAL DUTIES:

Prepares and coordinates the financial data and data management systems and services necessary to maintain accountability for professional analysis, planning and accounting for governmental funds, construction projects, grants, bonds, donations and other financial instruments of the school district. Compiles and technically interprets data for the preparation of complex reports for internal and external use. Maintains and audits data standards within management system software. Prepares and develops project plans, cash flow reports, cash flow projections, forecasts, single and multi-year budget plans and other reports assigned or required. Coordinates and consults with other district departments, governmental agencies, auditors and others on financial and data sharing needs. Attends leads and participates in meetings. Attends, leads and participates in meetings. Assists in the verification that all governmental funds, construction projects, grants, bonds, donations and other financial instruments of the school district are in compliance with the direction, policies and approvals of the School Board. Supervises and evaluates assigned staff members. Other related duties as assigned.

KNOWLEDGE/ABILITIES:

KNOWLEDGE OF:

Theory, technical expertise and practice of data systems management as it relates to financial and project accounting. Statistical analysis of advanced complexity; ability to develop complex formulas and forecasting tools using up-to-date technology tools. Accounting procedures related to cost accounting; project accounting, governmental fund accounting. Audit process and procedures.

ABILITY TO:

Use data system software for financial recordkeeping; Utilize software, advanced spreadsheet skills including linking complex spreadsheets, creating formulas, graphs, creating and auditing data sets for technical uploads between software programs. Effectively and clearly communicate orally and in writing with staff, agencies and in public speaking situations. Interpret and prepare reports which include complex information and data. Work effectively and cooperatively with people from diverse backgrounds.

EXPERIENCE:

Minimum of 4 years professional level experience, including accounting and advanced use of technology. Minimum one year supervisory experience.

EDUCATION:

Bachelor's Degree, preferably with concentration in accounting, finance or related field; or a comparable combination of units and work experience.

LICENSE:

Possession of a valid California Drivers License to operate a motor vehicle.

WORKING CONDITIONS:

ENVIRONMENT:

Office environment.

Driving a vehicle to conduct work.

PHYSICAL ABILITIES:

Dexterity of hands and fingers to operate a computer keyboard and mouse.

Hearing and speaking to exchange information.

Seeing to view a computer monitor and read a variety of materials.

Sitting for extended periods of time.

SALARY:

Schedule: 4

Range: 84

Approved by the Human Resources Division: _____

Approved by the Board of Education: _____

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

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education **Meeting Date:** August 17, 2011
From: Bill Fay **Agenda Item:** CI C.9
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: \$402,127. Funding sources as noted

DISPOSITION BY BOARD OF EDUCATION

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

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

ENGINEERING & ARCHITECTURAL SERVICES CONTRACTS

Project/Funding	Dates	Firm	Contract Cost	Reference
Leadership Public Schools/Gompers Continuation High School Measure J Bond	July 2011 thru September 2011	RGA Environmental	\$25,556	Soil and ground water contamination sampling, consulting, testing, removal monitoring.
DeAnza High School New Campus Measure J Bond	August 2011 thru December 2011	Grossman Design Group	\$90,000	Construction inspection of roofing installation, walls, flashings, weather-resistive barriers.
Leadership Public Schools/Gompers Continuation High School Measure J Bond	July 2011 thru September 2011	Ninyo and Moore	\$17,100	Geotechnical consulting, observation, testing of backfill and compaction of excavated contamination areas.
Montalvin Manor New Classroom Building Measure J Bond	August 2011 thru September 2011	K.C. Pierce & Associates	\$5,200	Topographic survey for limited site area related to new building.
Kensington Elementary School Water Intrusion Measure J Bond	August 2011 thru October 2011	Allana Buick and Bers	\$14,000	Water intrusion testing at four locations, recommendations and report on repair options.
Portola Castro Middle School Measure J Bond	August 2011 thru December 2011	Bumgardner Biological Consulting	\$7,880	Preconstruction surveys, monitoring, construction assistance for mitigations required re special-status birds & bats.

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

ENGINEERING & ARCHITECTURAL SERVICES CONTRACTS

Project/Funding	Dates	Firm	Contract Cost	Reference
Portola Castro Middle School Measure J Bond	July 2011 thru October 2011	Vanir Construction Management	\$117,375	Constructability review, including 2 Back check reviews, site visit, and kickoff meeting.
Helms Middle School Fields and Community Center Project Measure J Bond	August 2011 thru September 2011	Alan Kropp and Associates	\$20,522	Geotechnical Engineering Services for design. Borings, testing, report.
Nystrom Elementary School Multi-Purpose Building Measure J Bond	August 2011 thru December 2011	Interactive Resources	Hourly not to exceed, \$40,000	Additional construction administration services for longer construction schedule.
Coronado Temporary Campus at Kennedy High School Measure J Bond	August 2011 thru December 2011	PMC	\$64,494	CEQA Consulting services to complete required environmental review including traffic studies and preparation of Initial Study & Mitigated Negative Declaration.

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

ITEM REQUIRING ATTENTION --- BOARD OF EDUCATION

To: Board of Education **Meeting Date:** August 17, 2011
From: Bill Fay **Agenda Item:** CI C.10
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: Ford Elementary New School; Kennedy High School Security Fencing; Madera Elementary Restroom Wall Finishes; Stewart Elementary Restroom Wall Finishes; and, El Cerrito High Multi-Use Sports Field Project. Change Orders are fully executed by the District upon signature by the Superintendent's designee. Board ratification is the final step required under state law in order to complete payment and contract adjustment.

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

Recommendation: Ratify negotiated Change Orders as noted.

Fiscal Impact: Total ratification and approval by this action: **\$274,245.77**

DISPOSITION BY BOARD OF EDUCATION

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

August 17, 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	Pinole MS Modernization Phase II	Alpha Bay Builders, Inc.	\$9,570,735.00	\$1,060,352.00	\$0.00	\$146,520.01	\$1,206,872.01	12.61%	\$10,777,607.01	15, 16
2	Ford ES New School	Alten Construction, Inc.	\$16,734,206.00	\$1,298,378.00	\$3,612.00	\$0.00	\$1,301,990.00	7.78%	\$18,036,196.00	22
3	Kennedy HS Security Fencing	Crusader Fence Co., Inc.	\$467,000.00	\$32,096.83	\$3,607.76	\$0.00	\$35,704.59	7.65%	\$502,704.59	3
4	Madera ES Restroom Repair	Streamline Builders	\$119,800.00	\$0.00	\$8,457.00	\$0.00	\$8,457.00	7.06%	\$128,257.00	1
5	Stewart ES Restroom Repair	Streamline Builders	\$100,800.00	\$0.00	\$9,759.00	\$0.00	\$9,759.00	9.68%	\$110,559.00	1
6	El Cerrito HS Sports Field	Michael Paul Company, Inc.	\$3,749,000.00	\$75,298.10	\$102,290.00	\$0.00	\$177,588.10	4.74%	\$3,926,588.10	2

Pending Board Actions	Ratifications	\$127,725.76
	Approvals	\$146,520.01
	Total Board Action	\$274,245.77

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

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

ITEM REQUIRING ATTENTION --- BOARD OF EDUCATION

To: Board of Education **Meeting Date:** August 17, 2011
From: Bill Fay **Agenda Item:** CI C.11
Associate Superintendent for Operations
Subject: Facilities Consulting Services, Jack Schreder & Associates Contracts

Background information:

The District has Facilities Consulting needs on a yearly basis in order update facilities information, renew facilities funding, and comply with state requirements. Jack Schreder and Associates has been providing Facilities Consulting services since the early 1990's for the District. This action includes approval of Facilities Consulting services, on an hourly basis with a not to exceed limit, as follows:

- Developer Fee Justification Study \$6,950
- Emergency Repair Program Consulting \$12,500
- Facility Master Plan/Demographic & Capacity Analysis \$25,000
- Facilities Needs Assessment \$18,350
- School Facility Program Eligibility & Tracking \$56,250

Recommendation: Approve Contract for Facilities Consulting Services.

Fiscal Impact: \$119,050. Funding from Capital Fund, Special Reserve for Capital Facilities, and Measure J Bond.

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

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

ITEM REQUIRING ATTENTION --- BOARD OF EDUCATION

To: Board of Education **Meeting Date:** August 17, 2011
From: Bill Fay **Agenda Item:** CI C.12
Associate Superintendent for Operations
Subject: Ohlone Elementary Phase I Reconstruction Construction Management Services

Background information: The last project in the Measure J Bond is the reconstruction of Ohlone Elementary School. The Board awarded the Contract for Construction at the meeting of June 28, 2011. The Contractor has received the Notice to Proceed. The next step is to confirm the Construction Management team for the project.

Seville Group ("SGI") has been providing Construction Management services for the District's Bond Program projects since the initial Request for Proposal process in 2002. The firm has provided a team for the Ohlone project and is ready to begin. The team includes a full-time Construction Manager and a half-time Project Engineer. The proposed fee is at approximately 5% of construction cost and as such is within industry standards for Construction Management services.

Recommendation:

Approve Construction Management Services for Ohlone Elementary Phase I Reconstruction.

Fiscal Impact: \$1,015,771. Funded from the Ohlone Elementary Project Budget under the Measure J Bond.

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

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

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education **Meeting Date:** August 17, 2011
From: Bill Fay **Agenda Item:** CI C.13
Associate Superintendent for Operations
Subject: Crespi Middle School Gym Floor Replacement Project Award of Contract

Background Information:

The Gym floor at Juan Crespi Middle School sustained damage during winter rains due to a significant water intrusion incident. The wood floor needs to be replaced.

HMR Architects has prepared plans and specifications for the project. The District conducted a public bid process for the project. Bids were opened on August 4, 2011. Five Contractors submitted bids. They are as follows: CF Contracting \$386,500; EF Brett \$317,348; AM Woo \$249,500; ERA \$239,800; and, Romkon \$238,650. The lowest responsive, responsible bidder is Romkon, at \$238,650.

Recommendation: Award contract to lowest responsive, responsible bidder.

Fiscal Impact: \$238,650. Funded by the Self-Insurance 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

To: Board of Education **Meeting Date:** August 17, 2011
From: Bill Fay **Agenda Item:** CI C.14
Associate Superintendent for Operations
Subject: Richmond High School Art Building Fire Alarm & Security System Project Award of Contract

Background Information:

The District is continuing with renovations at the Richmond High School campus. One major area of focus is student safety and campus security. This project includes code-compliant Fire Alarm system installation and security intrusion alarm system installation.

HMR Architects has prepared plans and specifications for the project. The District conducted a public bid process for the project. Bids were opened on August 4, 2011. Two Contractors submitted bids. They are as follows: Security Engineers \$69,350; and, Green Leaf dba Eclipse Electric \$54,716. The lowest responsive, responsible bidder is Green Leaf dba Eclipse Electric, at \$54,716.

Recommendation: Award contract to lowest responsive, responsible bidder.

Fiscal Impact: \$54,716. Funded by the Measure J Bond, under the Richmond High School Renovations Project budget.

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

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

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education **Meeting Date:** August 17, 2011
From: Bill Fay **Agenda Item:** CI C.15
Associate Superintendent for Operations
Subject: Lupine Hills Elementary Window, Wall, & Roof Repairs Project Award of Contract

Background Information:

The District needs to complete water intrusion repairs to the Lupine Hills Elementary School Administration Building. There are leaks around windows, through wall areas and from roof assemblies.

Grossman Design Group has prepared plans and specifications for the project. The District conducted a public bid process for the project. Bids were opened on August 4, 2011. Two contractors submitted bids. They are as follows: Pinguelo Construction \$309,372; and, AM Woo Construction \$135,000. The lowest responsive, responsible bidder is AM Woo Construction, at \$135,000.

Recommendation: Award contract to lowest responsive, responsible bidder.

Fiscal Impact: \$135,000. Funded by the Measure J Bond, under the Additional Bond Funded Projects budget.

DISPOSITION BY BOARD OF EDUCATION

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

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

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education **Meeting Date:** August 17, 2011
From: Bill Fay **Agenda Item:** CI C.16
Associate Superintendent for Operations
Subject: Approval of updated District Standards for Elementary Renovations and Reconstructions

Background Information:

The District has completed renovation and reconstruction of over twenty Elementary Schools since 2003. As a part of every District project, there are standards which cover basic spaces in every school, from administration to classrooms. These standards include lighting, finishes, cabinets/storage, presentation materials, and all other elements needed to design the spaces. The standards are the basis of each school that undergoes renovation or reconstruction and are provided the Architects of Record for their use. The District standards have continued to evolve over time and it is appropriate to update them at this time. The District retained WLC Architects for this update. Their work reflects lessons learned over the course of construction of the first projects, including feedback from teachers as part of a Post Occupancy Evaluation on the Measure M Elementary projects. The updated standards also are appropriate as the Board has adopted the Collaborative for High Performance Schools (“CHPS”) Standards. These are the “green building standards” for schools in California and reflect the District’s commitment to sustainable design.

The standards were presented to the Facilities Subcommittee at their meeting of May 10, 2011. The Facilities Subcommittee recommends approval by the full Board.

Standards are provided for review under separate cover.

Recommendation: Adopt updated District Standards for Elementary Renovations and Reconstructions.

Fiscal Impact: Project budgets include design to the referenced standards.

DISPOSITION BY BOARD OF EDUCATION

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

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

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education

Meeting Date: August 17, 2011

From: Bruce Harter, Superintendent

Agenda Item: CI C.17

Subject: Approval of Board Members to attend Conferences

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 members have expressed interest in attending the following conferences. Funds for Board travel and conference are budgeted and there is sufficient funding within that budget.

- The Congressional Black Caucus Foundation, 2011 Annual Legislative Conference, September 2011, Washington, D.C.
- NALEO National Summit on the State of Latino Education, September 2011, Washington, D.C.
- California Latino School Boards Association, Unity 2011 Conference, October 2011, San Diego, CA
- National School Boards' Association, CUBE Annual Conference, October 2011, New Orleans, LA

Recommendation:

That the Board authorize attendance to 2011 conferences.

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

To: Board of Education

Meeting Date: August 17, 2011

From: Bruce Harter
Superintendent of Schools

Agenda Item: CI C.18

Subject: Manzanita Operating Memorandum of Understanding

Background Information:

The District is the granting agency for the Manzanita Charter School. The District approved the Charter School in 2000 for a term of 5 years with five-year renewal in 2005.

The charter was conditionally renewed by the Board on May 12, 2010. This is to ratify the operational Memorandum of Understanding between West Contra Cost Unified School District and Manzanita Charter, which defines the terms of operation.

Recommendation:

That the Board approve the operating memorandum of understanding with Manzanita Charter school.

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
MANZANITA CHARTER MIDDLE SCHOOL**

This Memorandum of Understanding ("Agreement") is entered into as of August 5, 2011 ("Effective Date"), by and between the Board of Trustees of the West Contra Costa Unified School District ("District") and Manzanita Charter Middle School ("Charter School"), a public charter school chartered by the District operating as a nonprofit public benefit corporation ("Non-Profit"). 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. In 2000, the Charter School submitted a charter petition ("Charter") to the District to establish a charter school, which the District approved. The Charter was renewed by the District for a further five year term which commenced on July 1, 2005. The Charter was again renewed on May 12, 2010.
- 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 as a 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, 2012. 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 Manzanita Charter Middle School. The Charter School may not change its name, nor operate under any other name, without the prior express written approval of the District. 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 notification to the District of the new location; the reason for the change of location; a description of the new location; a copy of the lease or purchase agreement; appropriate permits or clearances as applicable; revisions to the budget as applicable to reflect any change of facilities costs.

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;
- (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. If data is provided by the State later than the due date for this audit, the data will be sent under separate cover upon receipt by the Charter School.
- (b) 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.
- (c) The Charter School's progress towards meeting its Annual Performance Index ("API") and Adequate Yearly Progress ("AYP") targets.
- (d) Results of any additional internal assessments used by the school.
- (e) A copy of the Charter School's governing board's self-evaluation on prior-year management performance, if applicable including summary of major decisions and policies established during the year, and upcoming year goals.
- (f) 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.
- (g) Data regarding the number of staff working at the Charter School and their qualifications.
- (h) A summary of any major changes to written school policies during the year.
- (i) Information demonstrating whether the Charter School implemented the means set out in the Charter to achieve a racially and ethnically balanced student population.
- (j) 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.

(k) 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.

(l) A report on student discipline, including the number of students suspended or expelled from the Charter School; and

(m) 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. 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 or as otherwise set by the particular grant received. 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, unless the funding source specifies a different purpose. 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, except to the extent that the District incurs unreimbursed costs or expenses associated with (1) the provision of special education services consistent with the terms of the special education memorandum of understanding between the parties which shall not include any costs or expenses subject to indemnification by the Charter School; or (2) oversight costs above and beyond those reimbursed pursuant to Education Code Section 47613. 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. Copies of 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 nonrenewal 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 not 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 one percent (1%) 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. The amount withheld shall be estimated based upon prior year oversight fees, and broken into equal monthly payments. By the 15th of each month, the District shall send a monthly invoice and receipt to the Charter School reflecting the estimated monthly oversight fees due to the District and payment by the Charter School for the Charter School's records. A final receipt showing the reconciliation shall be provided to the Charter School at the end of the fiscal year 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 monitoring 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 educational entity. 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.

A copy of the Charter School's 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 in each year, 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 written narrative describing the assumptions on which the budget 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 written narrative describing the assumptions on which the budget 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, for the current and a written narrative describing the assumptions on which the budget 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 unaudited actual financial statement for all funds and accounts operated by the Charter School, all supplementary forms, for the current and a written narrative describing the assumptions on which the budget 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, with assumptions;
- iii. Monthly cash flow, including up to date actuals and projects for the remainder of the current year.
- iv. CDE Exhibit N-J (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 providing prior notice to the District with a plan for repayment, 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. 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.

(i) Third Party Debts and Liabilities. Assets or funds allocated or held by the Charter School for provision of its educational services shall not be used to satisfy any third party debts or liabilities. Without limitation to the foregoing, no Charter School monies shall be allocated or spent on the debts or liabilities of any party or organization that is associated with founding this Charter School.

(j) Banking Arrangements. The Charter School shall hold its funds in a federally insured bank account. The Charter School's, business manager will reconcile the Charter School's ledger(s) with its bank accounts or accounts in the county treasury on a monthly basis and prepare (1) a balance sheet, (2) a comparison of budgeted to actual revenues and expenditures to date, and (3) a cash flow statement, which will be submitted with the reports listed above in section (9) c). The Charter School will deposit all funds received as soon as practical upon receipt. A petty cash fund, not to exceed two hundred dollars (\$200), may be established with an appropriate ledger to be reconciled twice monthly by the Charter School secretary, who shall not be authorized to expend petty cash.

(k) Purchasing Procedures. With respect to all purchases of services or physical assets over five thousand dollars (\$5,000), the Charter School must maintain documentation of a good faith effort to secure the lowest possible cost for comparable goods or services. The Charter School's head of school ("Administrator") or designee shall not approve purchase orders or check requests lacking such documentation.

(l) Property Inventory. The Charter School's Administrator or designee shall establish and maintain an inventory of all the Charter School's non-consumable goods and equipment valued at more than five thousand dollars (\$5000). This inventory shall include the original purchase price and date, a brief description, serial numbers, and other information appropriate for documenting the School's assets. Property shall be inventoried on an annual basis and lists of any missing property shall be presented annually to the Charter School's governing board.

(m) Payroll. The Charter School will prepare payroll checks, tax and retirement withholdings, tax statements and perform other payroll support functions. The Charter School's Administrator or designee will establish and oversee a system to prepare time and attendance reports and submit payroll check requests. The Charter School's Administrator or designee and the Charter School's business manager will review payroll statements monthly to ensure that (1) the salaries are consistent with staff contracts and personnel policies and (2) the proper tax, retirement, disability, and other withholdings have been deducted and forwarded to the appropriate authority. All staff expense reimbursements will be on checks separate from payroll checks. Upon hiring of staff, a personnel file will be established with all appropriate payroll-related documentation including a federal 1-9 form, tax withholding forms, retirement data and tracking use of sick leave.

(n) Other Fiscal Control Policies. The Charter School shall develop and maintain other fiscal control policies as recommended by independent certified public accountants retained by the Charter School to advise it on fiscal control policy matters.

10. Reporting to the District.

(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 ("FERP A") 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 FERP A 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 agrees to be responsible for the development and implementation of 504 Plans requiring general education accommodations and related services. When the Charter school students demonstrate the need for additional services, the Charter School will refer them to the District for assessments and evaluations as outlined in the District Basic Commitment Handbook and Special Education Local Plan (SELPA).

The District agrees to provide special education services (including designated instruction and related services) for any Charter school student who qualifies for those services regardless of whether the student has a Section 504 plan or not. If a student with a current IEP enrolls at Manzanita from another district, the District will provide services to meet that student's IEP. If a student with a current Section 504 plan enrolls at Manzanita but not a current IEP and staff at Manzanita feel that a referral for special education services is urgent, the District agrees to perform an expedited assessment process to determine eligibility for special education services.

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)(I) 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 is rendered 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.

The above indemnification provision shall not apply to any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities that may arise out of the acts, errors, or omissions of the Indemnified Parties.

The above indemnification provision shall not apply to the relationship of the Parties with regard to special education as that relationship is described and agreed upon in a separate agreement between the Parties, which includes but is not limited to an indemnification agreement. The separate agreement between the Parties shall not be affected by the above language.

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 ("FERP A") 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 with the exception of transportation of special education student in accordance with student's IEP which shall be handled in accordance with the special education agreement between the parties.

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) Addition or deletion of grades or grade levels to be served;
- (d) Addition of new sites;
- (e) Admission preferences; and
- (f) Governance structure.

Amendments that are not included on the above-list are non-material. The Charter School shall provide notice to the District of any non-material amendments to the charter.

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 Administrator 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 Administrator 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:
District

West Contra Costa Unified School

1108 Bissell Avenue
Richmond, California 94801
Attn: Dr. Bruce Harter

To the Charter School at:

Manzanita Charter Middle School
1615 Carlson Boulevard
Richmond, CA 94804
Attn: School Administrator

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 all original. Facsimile copies of signature pages transmitted to other parties to this Agreement shall be deemed equivalent to original signatures on counterparts.

Dated: 8-5-11

Retay J. Pruvette
Charter School

Dated: 8-5-11

Ben Hamber
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.

SC025135

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

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education **Meeting Date:** August 17, 2011
From: Bruce Harter **Agenda Item:** CI C.19
Superintendent of Schools
Subject: Special Education Memorandum of Understanding with Manzanita Charter School

Background Information:

The District is the granting agency for the Manzanita Charter School. The District approved the Charter School in 2000 for a term of 5 years with five-year renewal in 2005.

The charter was conditionally approved by the Board on May 12, 2010. This is to ratify the Special Education Memorandum of Understanding (MOU) between West Contra Cost Unified School District and Manzanita Charter School which defines the terms of operation.

Recommendation:

That the Board approve the Special Education Memorandum of Understanding with Manzanita Charter School.

Fiscal Impact: Cost recovery for charter operations

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
MANZANITA CHARTER MIDDLE SCHOOL**

This Memorandum of Understanding ("Agreement") is entered into as of August 5, 2011, by and between the Board of Trustees of the West Contra Costa Unified School District ("District") and Manzanita Charter Middle School, a non-profit public benefit corporation ("Non-Profit") operating the Manzanita Charter Middle 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 and special education related 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 in 2000 for a term of 5 years with five-year renewals in 2005 and 2010.
- 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 valid from the date of execution to June 30, 2012.

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's designated representative shall be the Executive Director and 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") which are addressed in the Operational MOU.

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 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 2011-12 school year, Charter School's estimated pro-rata share of encroachment shall be calculated based upon District's actual encroachment and an estimated Charter School ADA of 144.

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 same total number of days each year that such services are available to District students.
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 as well.

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 is 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.). The District agrees to provide the Charter School with sufficient copies of the

District's notice of procedural safeguards upon the Charter School's request.

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, § 56320; Cal. Code Regs., tit. 5, § 3023.) Neither the District nor the Charter School may conduct any assessment without first obtaining the written consent of the Parent/Guardian. (20 U.S.C. 1414(a)(1)(D); 34 C.F.R. 300.300; Ed Code, § 56321.)

If a Parent/Guardian refuses to consent to an assessment the District or the Charter School believes is required to provide a Charter School student with FAPE, the Charter School shall immediately notify the District.

The Charter School shall not refer its students for independent educational evaluations without prior written approval of the District.

4. **Interim Placement.** For students with a current IEP who enroll in the Charter School from a school outside the District, the Charter School shall immediately provide the student with an interim placement not to exceed 30 days. The interim placement must be in conformity with an IEP, unless the Parent/Guardian agrees otherwise. The IEP implemented during the interim placement may be either the student's existing IEP or a new IEP developed in conformity with applicable state and federal law. Before the expiration of the 30 day period, the interim placement shall be reviewed by the IEP team and final recommendations made. (Ed. Code, § 56325.)

The Charter School shall notify the District immediately of students who may fall into this category. The District will provide consultative assistance to the Charter School to help transition such students.

5. **Disenrollment.** The Charter School shall monitor attendance for related services on a monthly basis to ensure students are accessing all services outlined in their IEPs.

C. Individualized Education Programs (IEPs)

1. **IEP Team Membership.** IEP team membership shall be in compliance with state and federal law and shall include a designated representative of the Charter School and a designated representative of the District. (20 U.S.C. 1414(d)(1)(B); 34 C.F.R. §300.344; Ed. Code, § 56341(b).)
2. **IEP Meetings.** Responsibility for arranging necessary IEP meetings shall be allocated in accordance with the District's general practice and procedure and applicable law. The Charter School shall be responsible for having the designated representative of the Charter School in attendance at the IEP meetings in addition to representatives who are knowledgeable about the regular education program at the Charter School. The Parent/Guardian shall be given a copy of the procedural safeguards upon notice of each IEP meeting. (Ed. Code, § 56341.)
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.

5. **Implementation of the IEP.** The District shall ensure implementation of the IEP of each student with an IEP enrolled in the Charter School in the same manner as any other student in 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

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 in writing.

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. INDEMNIFICATION OF DISTRICT BY CHARTER SCHOOL

Charter School agrees to defend, indemnify and hold harmless the District from and against any and all claims, demands, losses and expenses (including without limitation any and all attorneys fees and consultant fees) arising out of or resulting from Charter School's negligent or wrongful acts or omissions in the performance of this Agreement.

Prior to commencing operations, Charter School shall provide the District with adequate proof that it has the financial resources to meet its indemnification obligations through one of the following means:

1. An insurance policy with at least \$500,000 policy limits which expressly insures the Charter School against attorneys fees, costs, damages and expenses arising from special education due process hearings and any other claims or litigation arising from special education services issues;
2. A cash bond posted with the District in the amount of \$100,000 to guarantee Charter School's obligations under this Agreement; or
3. A written guarantee, in a form satisfactory to the District and from a person or entity acceptable to the District, which as at least \$1 million dollars in net worth represented by tangible assets, guaranteeing Charter School's obligations under this Agreement.

XIII. INSURANCE

In furtherance of the indemnification provided under Section XII. of this Agreement, 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

Manzanita Charter Middle School
Jim Trombley, Principal
1615 Carlson Ave
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

By: Bruce Harter
Date: 8-5-11

MANZANITA CHARTER SCHOOL
By: Betsy J. Pawelle
Date: 8-05-11

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

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education

Meeting Date: August 17, 2011

From: Elaine Merriweather
Board Member

Agenda Item: D.1

Subject: Presentation from Jonathan Bernstein on "Not In Our Town" efforts to stop hate crimes

Background Information:

Executive Director for Jonathan Bernstein of "Not In Our Town" will provide background information about the national effort to reduce bias and hate crimes. Not In Our Town highlights communities working together to stop hate. The videos and broadcasts developed by this group highlight and celebrate people who have developed creative anti-bias programs and responses. These stories have motivated many others to develop their own innovative initiatives which overpower the hateful actions and voices in their communities. The group's strategies include:

1. Shares innovative initiatives

Not In Our Town can host screenings or help host a screening where some of their 45+ films can stimulate a discussion about ways the community can promote acceptance and respect.

2. Documents local positive actions

The Not In Our Town video team goes on location in cities and towns across the country, and documents new ways people are responding to hatred in their communities. Their blog and local lessons highlight encouraging news and tactics from people around the world.

3. Connects individuals and groups working to counter hate

The Not In Our Town effort includes a newsletter, presence on Twitter and Facebook, as well as connecting with local organizations.

4. Fosters inter-group and interfaith dialogue and gatherings

Not In Our Town helps people connect with others and speak out against hatred when it targets people from other backgrounds.

5. Provides guidance to those seeking to take a stand

Not In Our Town can help local communities strategize and brainstorm possible responses to hatred and methods to encourage others to be a part of the movement.

Recommendation:

Report only

Fiscal Impact: Unknown at this time

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

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

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education

Meeting Date: August 17, 2011

From: Sheri Gamba
Associate Superintendent Business Services

Agenda Item: D.2

Subject: Bond Sale

Background Information:

The Associate Superintendent Business Services will provide an update on the August 12 refunding bond sale.

Recommendation:

For Information Only

Fiscal Impact:

None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

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

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education **Meeting Date:** August 17, 2011
From: Bruce Harter **Agenda Item:** D.4
Superintendent of Schools
Subject: Comments of Remembrance, Terence Martin Day – August 23, 2011

Background Information:

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

Recommendation: For Information Only

Fiscal Impact: None

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

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

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education **Meeting Date:** August 17, 2011
From: Bruce Harter **Agenda Item:** F.1
Superintendent
Subject: Contra Costa County School Boards Association Representative

Background Information:

Efforts are under way to revitalize the Contra Costa County School Boards Association (CCCSBA). In the past, this organization provided a link between local school boards, the County Board of Education (CCBOE), and the Contra Costa Community College District (CCCCD). A group of leaders has come together to revive the CCCSBA so that it can once again serve as a critical link between Contra Costa's local school boards, the CCBOE and CCCC in order to preserve, advance, and improve public schools.

This organization can only be effective if all districts participate and is seeking an appointment from the WCCUSD Board of Education to serve as a director to the Contra Costa County School Boards Association, representing the District in planning, meeting preparation and information for all board members in the county.

Recommendation:

Recommend the Board appoint a representative to the Contra Costa County School Boards Association.

Fiscal Impact:

None

DISPOSITION BY BOARD OF EDUCATION

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

Contra Costa County School Boards Association

To the Current District Superintendent:

It's time to revitalize the Contra Costa County School Boards Association!

In these complex times, it is more important than ever to gain knowledge and develop connections with fellow board members. In its heyday, the Contra Costa County School Boards Association (CCCSBA) provided this critical link between local school boards, the County Board of Education (CCBOE) and the Contra Costa Community College District (CCCCD). While CCCSBA has hosted a few meetings over the last several years, it has been a long time since the association has operated at full force. Luckily, a small group of leaders has come together to revive CCCSBA so that it can once again serve as a critical link between Contra Costa's local school boards, the CCBOE and CCCD as we work to preserve, advance and improve public schools.

While there is momentum to revitalize and reform the CCCSBA, it is only effective, if all districts participate. To that end, we are asking that you, as Superintendent, work with your Board President to place this item on your district's board agenda in August or September, and appoint a member of your board as director to the Contra Costa County School Boards Association. This will allow your board to have influence in the direction the association will take. Our county organization is as strong as you want to make it so do make sure your district is represented. The Director will represent your district within the county organization as we plan and prepare meetings and information for all board members in the county. Please send the name, phone number, email and home address to Teresa Gerringer, CCCSBA Secretary, tgerringer@comcast.net, by September 12.

The Nominating Committee is also looking for board members willing to serve as officers for the 2011-2012 school year. If you know of board members, including yourself, who are willing and interested in serving as an officer, please send their name to Pam Mirabella, carlyon636@aol.com or call her at 510-507-2388.

In order to carry out the work of the organization, and as noted in the attached Bylaws, the CCCSBA asks that all member Boards pay annual dues of \$200.00. Dues are usually due on August 1st, but have been extended to October 1, 2011 for this year only.

Last, but not least, one of the purposes of CCCSBA is to formally acknowledge the years of public service of you and your colleagues. Please save October 13, 2011, for the official re-launch of CCCSBA, featuring County Superintendent of Education Joe Ovick and the formal presentation of service awards. An invite will be forthcoming.

Thank you for your help! We look forward to working with you as we rebuild our county school boards association.

Sincerely,

The CCCSBA Revitalization Committee

Arthur Clarke, Gary Eberhardt, Teresa Gerringer, Madeline Kronenberg, Pam Mirabella

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

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education **Meeting Date:** August 17, 2011
From: Bruce Harter **Agenda Item:** G.1
Superintendent
Subject: Policy Modification - Board Policy 7214.2

Background Information:

Board Policy 7214.2 complies with the intent of Proposition 39 which was approved in 2000 to establish a Citizens' Oversight Committee to "actively review and report on the use of bond proceeds" whenever the district passes a Proposition 39 bond.

A subcommittee of the Citizens Bond Oversight Committee has reviewed administrative regulation AR7214.2 and has made recommendations for modifications to that regulation. Because both current administrative regulations and the revisions recommended by the CBOC subcommittee include provisions and specifications that only the Board can approved, the administrative regulations for BP 7214.2 need to be incorporated into the policy itself.

Recommendation:

That the Board review and discuss the proposed revisions to BP 7214.2 in anticipation of acting those changes at a subsequent Board meeting.

Fiscal Impact:

None

DISPOSITION BY BOARD OF EDUCATION

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

Proposed Revision

West Contra Costa USD

Board Policy

Citizens Bond Oversight Committee (CBOC)

BP 7214.2

Facilities

Proposition 39, approved by California voters in the November 7, 2000, general election, provides that the Governing Board of a school district may pursue the authorization and issuance of bonds by 55 percent vote of the electorate. As a result of the passage of Proposition 39, language was added to the Education Code requiring school districts passing a bond designated as a Proposition 39 bond election to establish a Citizens' Oversight Committee ("Committee") to actively review and report on the use of bond proceeds whenever the district passes a Proposition 39 bond.

When a Proposition 39 bond is passed, the Board shall establish a Committee to actively review and report on the proper expenditure of taxpayers' money for school construction and to advise the public as to whether the school district is in compliance with the requirements of Article XIII A, Section 1(b)(3) of the California Constitution. In addition, the Committee shall convene to ensure that bond revenues are expended only for the construction, reconstruction, rehabilitation or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities and ensure that no funds are used for a teacher or administrative salaries or other school operating expenses. The Committee shall be established within 60 days of the date that the Board enters the election results in its minutes.

1. Committee's Purpose

The purpose of the Committee is to inform the public concerning the expenditure and uses of bond revenues. The Committee's legal charge is to actively review and report on the expenditure of taxpayer's money for school construction. The Committee shall convene to provide oversight of the following:

- a) That bond revenues from bonds adopted by a 55 percent vote of the electorate are expended only for the purpose described in Article 13A, section 1, subdivision (b)(3) of the California Constitution including the construction, reconstruction, rehabilitation or replacement of school facilities, including for a Proposition 39 bond measure the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities; and
- b) That, for bonds adopted by a 55 percent vote of the electorate, as prohibited by Article 13A, section 1, subdivision (b)(3)(A) of the California Constitution, no funds are used for any teacher and administrative salaries or other school operating expenses, except for salaries of bond facilities project administrators paid pursuant to the November 2001 and February 2003 resolutions validated by the Judgment of Validation in the Superior Court of California, Contra Costa County Action No. N03-0216; and

- c) That, for bonds adopted by a two-thirds (2/3) vote of the electorate, funds are used only for the purposes described in Article 13A, section 1, subdivision (b)(2) of the California Constitution including the acquisition or improvement of real property.

2. Committee's Duties

The Committee may engage in the following activities in furtherance of its purpose:

- a) Receiving and reviewing copies of the annual performance audits required by Article 13A, section 1, subdivision (b)(3)(C) of the California Constitution.
 - 1. The Auditor shall deliver directly to the Audit Subcommittee a draft copy of each audit report at the same time as delivery is made to the District.
 - 2. The Auditor shall deliver directly to the Committee progress reports at the same time at these reports are issued to the District.
 - 3. The Committee shall participate with the District in a yearly review of the Auditor's performance.
- b) Receiving and reviewing the annual financial audits required by Article 13A, section 1, subdivisions (b)(3)(D) of the California Constitution.
 - 1. **The Auditor shall deliver directly to the Audit Subcommittee a draft copy of each audit report at the same time as delivery is made to the District.**
 - 2. **The Auditor shall deliver directly to the Committee progress reports at the same time at these reports are issued to the District.**
 - 3. **The Committee shall participate with the District in a yearly review of the Auditor's performance.**
- c) Inspecting school facilities and grounds to ensure that Bond revenues are expended in compliance with the requirements of Article 13A, section 1, subdivision (b)(3) of the California Constitution.
- d) Receiving and reviewing copies of any deferred maintenance proposals or plans developed by the District, including any reports required by Education Code section 17584.1.
- e) Reviewing efforts by the District to maximize Bond revenues by implementing cost-saving measures including, but not limited, to the following:
 - 1. Mechanisms designed to reduce the costs of professional fees;
 - 2. Mechanisms designed to reduce the cost of site preparation;
 - 3. Recommendations regarding the joint use of core facilities;
 - 4. Mechanisms designed to reduce costs by incorporating efficiencies in school site design;
 - 5. Recommendations regarding the use of cost-effective and efficient reusable facility plans.

3. Committee Operations

The Committee's legal charge is to review Bond expenditures and to inform the public about the uses of Bond proceeds. The Committee shall have the authority to:

- a) Inspect a job site or construction project in coordination with the District Superintendent or designee. Visits to job sites require that the Committee member(s) be accompanied by a representative of the District and require that all safety measures in effect at the job site be followed.

- b) Contact District staff, District contractors or consultants, including without limitation, accountants, auditors, architects, financial advisors and legal counsel in coordination with District Superintendent or designee.

The Committee **shall not** have the authority to:

- a) Participate in the bond sale and issuance process or make decisions concerning the timing, terms or structure of a bond issuance, except that the Committee may review the District's plans for any bond sale and may review bond issuance documents upon the conclusion of a bond sale if desired;
- b) Determine how bond funds shall be spent;
- c) Select contractors or consultants for bond projects or participate in the negotiation or bid process for such contractors and consultants;
- d) Require the District to prepare reports or conduct audits more frequently than those required by law.

The Committee shall **not** be entitled to legal representation by District legal counselor at District expense, unless permitted by the Board.

After the Board has set its regular yearly meeting schedule, the Committee shall determine the meeting schedule of the CBOC so as not to conflict with the meetings of the Board. The Committee shall also meet on such other dates as directed by the Committee chairperson or the Board. The Committee shall meet at least quarterly, and Committee members shall be available to attend Board meetings when performance and financial audits are presented. The Superintendent or his/her designee shall attend Committee meetings. Members of the Board shall attend as necessary or desirable.

CBOC meetings shall be conducted using Robert's Rules of Order as a guide.

The Chairperson shall call the roll of the Committee members at the beginning of each meeting. Each Committee member shall sign an attendance sheet that shall be maintained by the person designated by the Chairperson. If the Committee member is not present for roll call and/or does not sign the attendance sheet, the Committee member shall be considered absent from the Committee meeting.

Committee Officers shall prepare agendas and the District staff shall send copies and documents for action to all Committee members at least three (3) days prior to each meeting. Pursuant to Board policy and directives, the Committee's meetings are subject to the Ralph M. Brown Act, Government Code, section 54950 et seq. Meetings shall be open to the public and noticed in the same manner as proceedings of the Board.

Committee decisions and recommendations shall be made by a "50% plus one" vote of the Committee membership in attendance.

The Committee shall annually select a Chairperson and other officers as it determines each for a one-year term that may be renewed as determined by the Committee.

A person designated by the Chairperson shall keep minutes of each Committee meeting, which shall be supported by audio tape recording or equivalent. The minutes shall be distributed to each Committee member, and the Board, if requested, at the earliest reasonable date prior to the next subsequent meeting. Minutes of Committee proceedings and all documents received and reports issued shall be a matter of public record. **Formal record requests by Committee members shall be submitted to the Associate Superintendent of Operations or his/her designee. These formal requests shall be responded to within ten (10) calendar days.** The Committee shall submit all documents and minutes to the District's web-master for publication on the District's Internet website for public and community information services.

The Committee shall prepare regular reports on Committee activities. A report shall be issued at least once each year. Upon completion of all Bond projects, the Committee shall prepare a final written report summarizing its activities and conclusions.

The Board shall, without expending Bond funds:

- a) Provide the Committee with any necessary technical assistance;
- b) Provide administrative assistance in furtherance of the Committee's purpose; and
- c) Provide the Committee with sufficient resources to publicize the Committee's conclusions.

The Associate Superintendent of Operations will serve as a resource to the Committee. He/she shall assign such other District staff and professional service providers as needed to assist the Committee in carrying out its duties.

By Committee vote at any of its regular meetings, the Committee may form subcommittees for specific tasks. The Committee shall elect a chair of each sub-committee and provide written assignment goals for each subcommittee. Sub-committees may be subject to the Ralph M. Brown Act, pursuant to Government Code, section 54952, subdivision (b).

The Committee and Board shall hold joint meetings during the first quarter (January through March) and third quarter (July through September) of each year.

The Committee shall make reports to the Board of Education at each regular Board meeting. This report shall be placed on the Board's agenda. All recommendations approved by the Committee shall be presented to the Board of Education. The Board shall respond to the Committee's recommendation(s) within sixty (60) days after receipt of the recommendation(s).

4. Financial Operations

- a) The Board of Education shall adopt an annual Facilities Program Budget.
- b) District staff shall identify the budget by fund and account code on each Board action memo that recommends the expenditure of funds for facility projects.
- c) The Facility Program Budget shall be formally amended by the Board of Education during the calendar year, as needed, for new and revised projects and change orders.

5. Committee Selection and Composition

The Committee shall be comprised of individuals who either live or work within the boundaries of the District. The Superintendent or designee shall solicit applications for membership on the

Committee, and, in the event the number of applicants exceeds the number of spaces available, shall conduct interviews of interested citizens and make recommendations to the Board for appointments.

Applicants shall submit a written application form to the Superintendent and CBOC Chair delineating the applicant's qualifications to serve on the CBOC. On this form applicants shall acknowledge their commitment to faithfully attend the meetings of the CBOC and to serve the best interests of the community.

The Board shall have the authority at its sole discretion to select and appoint the Committee. While the Committee must consist of at least seven members, the Board intends the Committee to consist of between 15 and 21 members. However, the Board shall determine the final size of the Committee.

As required by law, Committee membership shall include the following categories:

- a) One member shall, at the time of appointment, be active in a business organization representing the business community of the District;
- b) One member shall, at the time of appointment, be active in a senior citizens' organization, which may be a local, regional, statewide or national organization;
- c) One member shall, at the time of appointment, be active in a bona fide taxpayers' organization, which may be a local, regional, statewide or national organization;
- d) One member shall, at the time of appointment, be the parent or guardian of at least one child currently enrolled in a school of the District;
- e) One member shall, at the time of appointment, be a parent or guardian of at least one child currently enrolled in a school of the District and be an active member in a District parent-teacher organization, such as the PTA or school site council;
- f) Committee membership shall also include but not be limited to, at the discretion of the Board, the following community members:
 1. One member shall be recommended by each City Council from the cities of El Cerrito, Hercules, Pinole, Richmond and San Pablo;
 2. Two members shall reside in unincorporated areas of the District and shall be recommended by the County Supervisors of each respective unincorporated area;
 3. One member shall be recommended by each member of the Board of Trustees;
 4. One member shall, at the time of appointment, be a member of the Council of Industries;
 5. One member shall, at the time of appointment, represent the **Contra Costa Building and Construction Trades Council**.
 6. One member shall, at the time of appointment, be a member of Public Employees Union Local 1 (without being District employee).
 7. One member shall, at the time of appointment, be a member of the Citizens Advisory Committee for Special Education.
 8. The Board may determine that up to five individuals may be appointed as the representative of more than one of the above categories, if applicable

Pursuant to Education Code Section 15282(b), no employee or official of the District shall be appointed to the Committee. Additionally, no vendor, contractor, or consultant of the District

shall be appointed to the Committee. **If, while serving on the Committee, a member becomes an official or employee of the District or becomes a vendor, contractor or consultant of the District, their membership on the Committee shall cease immediately.**

After appointment to a two-year term, Committee members who wish to be appointed for a second two-year term shall reapply to the Board for consideration. Committee members shall receive no remuneration for their participation on the Committee.

Committee Alternates

Committee members who are unable to attend a Committee meeting may request Board approval of an alternate to represent him/her as needed to ensure full representation. The proposed alternate must, at the time of Board approval, meet the Community membership requirements of the Committee member for whom they would serve as an alternate. The Board must pre-approve the selection of each alternate. In the absence of the primary member, alternates may sit with the Committee and have all the rights, privileges and responsibilities of the primary member. The following requirements also apply to the use of Committee alternates:

- a) As soon as possible after receiving notice and if enough time remains before the meeting, district staff shall provide a separate agenda package to each Committee alternate at the same time as the agenda package is distributed to Committee members.
- b) A Committee alternate who attends a meeting in place of a Committee member must keep the Committee member informed of events that occurred at the Committee meeting attended by the Committee alternate.

6. Removal from Office of an Elected Officer

If the members of the CBOC have determined that the Chairman, Vice Chairman or Secretary of the CBOC is not fulfilling the requirements of their duly elected office, the CBOC may take action to remove that officer from his/her elected position.

The process for this to take place is as follows:

A member of the CBOC must submit to the Superintendent of Schools a written, dated and signed charge against an officer stating the reasons the officer should be removed from office.

One additional member of the CBOC must cosign this set of charges.

To ensure that all members of the CBOC have been notified, the Superintendent of Schools shall send a copy of this set of charges via Certified Mail to the charged officer as well as all members of the CBOC.

The Superintendent of Schools, or his duly appointed representative, shall serve as a Trial Officer at the next meeting of the CBOC wherein the charging party shall be afforded an opportunity to convince the CBOC members in attendance why the charged officer shall be

removed from office.

The charged officer shall be afforded an opportunity to respond and convince the CBOC members in attendance why the charges should be rejected.

When the Trial Officer has concluded that both sides of the issue have been given sufficient time to argue their positions, a secret vote of the CBOC members in attendance shall be taken.

It shall take the vote of two thirds (2/3) of the CBOC members in attendance to remove the charged officer.

If necessary, an election shall be held to fill the vacated office.

7. Replacing a Committee Member

Members should attend regular monthly meetings and any other regularly scheduled meetings. Members are expected to share responsibilities for carrying out the work of the Committee and abide by Board policies and administrative regulations.

The Committee will advise a Committee member in writing that he/she is in violation of Committee participation requirements if the Committee member fails to attend at least 3 of the previous 12 meetings. **In the event that an attendance violation occurs, the CBOC may remove the delinquent member from the CBOC and declare that position to be vacant.**

A new Committee member will be named by the Board if one or more of the following events occur:

- a) The Committee member submits a written resignation;
- b) The Committee member fails to meet the participation requirements above

An individual who replaces such a member shall serve until the completion of the original member's term. Thereafter, the member must apply for an additional term if she/he wishes to remain on the Committee. A member who is replaced may appeal to the Board for the Board to reappoint that person to the Committee.

A Committee member who no longer serves as a representative of the designated group she/he was appointed to represent (e.g., ceases to be active within a taxpayers' organization, or ceases to have a child enrolled in the District) shall be allowed to complete his/her term. However, that Committee member shall not be entitled to serve a subsequent term as a representative of the designated group.

Within sixty (60) days of being notified of a Committee vacancy, the Board will appoint a new member to complete the term of the vacancy following the process used to select the original Committee members, provided an eligible and willing candidate is available and ready to serve.

Committee members shall be subject to prohibitions regarding incompatibility of office pursuant to Government Code 1125-1129 and financial interest in contracts pursuant to Government Code

1090-1098.

8. Meeting Minutes

The CBOC Secretary, in conjunction with the CBOC President and Vice President, as well as the assigned District representatives, shall be responsible for ensuring that clear, concise and accurate written minutes of CBOC meetings be recorded and disseminated.

To that end, a working draft of the minutes shall be forwarded within seven (7) days to each CBOC and District staff person in attendance at a meeting for their preliminary review and comment.

All comments must be returned to the CBOC secretary within fourteen days (14) of such meeting.

Once these comments are incorporated into the Draft Minutes, these Draft Minutes (clearly marked and labeled as such) shall then be posted on the CBOC web site for public review. These Draft Minutes shall also be publicly noticed along with all other agenda items prior to the next meeting of the CBOC.

Once a set of Draft Minutes has been approved, the Draft Minutes shall be replaced on the CBOC web site with the Approved Minutes properly marked and labeled as approved.

9. Use of the Committee for Non-Oversight Purposes

The use of the Citizens' Bond Oversight Committee shall not be used for the personal or political benefit of any person, group, cause or issue without the express consent of the CBOC.

No CBOC member may use their affiliation with the CBOC for personal or political gain. Any CBOC member's reference to membership in the CBOC to further an issue or a cause will also require the following: "Titles for information purposes only".

Legal Reference

EDUCATION CODE

15278-15288

CALIFORNIA CONSTITUTION

Article, XIII A, Section 1 (b)

Article, XVI, Section 18 (b)

Policy WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

adopted: August, 2008 Richmond, California

revised: January 9, 2008

revised:

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

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education **Meeting Date:** August 17, 2011
From: Bill Fay **Agenda Item:** G.2
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: 8/3/2011

Scope: Replacement Campus

Construction Status:

Architect: DLM Architects
 Project Manager: Jose Chapa, SGI Construction Management
 Project Engineer: Jemil Sahle, SGI Construction Management
 Contractor: Wright Contracting Inc.
 Inspector: Steve Cayson
 WCCUSD Mgr: Keith Holtslander

Contract Status:

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

Buildings:

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

Progress This Period:

- Building 1--Install Built-Up Roof System
- Building 1, 2, 3, 4, 5, 6, 7--Install Interior Wall Framing & MEP Rough-Ins Cont.
- Building 6 & 7--Install Exterior Wall Framing Cont.
- Building 7--Install Structural Steel & Metal Roof Deck Cont.
- Building 8--Install Exterior Wall Sheathing Cont.
- Building 8 & 9--Install Built-Up Roof System Cont.
- Building 8 & 9--Install Interior Door Frames
- Building 8 & 9--Install HVAC Ducts & Equipment Cont.
- Building 9-- Install Wall Insulation & Drywall
- Building 11--Frame Skylight & Install Metal Roof Deck Cont.

Anticipated Progress Next Period:

- Building 1--Install Built-Up Roof System Cont.
- Building 1--Install Interior Wall Framing & MEP Rough-Ins Cont.
- Building 2--Install Built-Up Roof System on Lower Roof
- Building 2, 3, 4, 5, 6, & 7--Install Interior/Exterior Wall Framing Cont.
- Building 1, 2, 3, 4, 5, 6, 7, 8 & 9--Install MEP Rough-Ins Cont.
- Building 7--Pour 2nd Floor Slab
- Building 8 & 9--Install Interior Door Frames Cont.
- Building 9--Install HVAC Ducts & Equipment Cont.
- Building 9--Install Wall Insulation & Drywall Cont.
- Building 11--Frame Skylights & Install Metal Roof Deck Cont.
- Building 12--Erect Structural Steel

Schedule Assessment/Update:

Construction Duration (Calendar Days):	1,080
Construction Calendar Days Elapsed:	443
Construction Calendar Days Remaining:	637
Percent of Contract Calendar Days Elapsed:	41%
Percent of Construction Completed:	41%

Percentage of Work Done	41%	Total Project
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Proposed Changes:

General Comment:

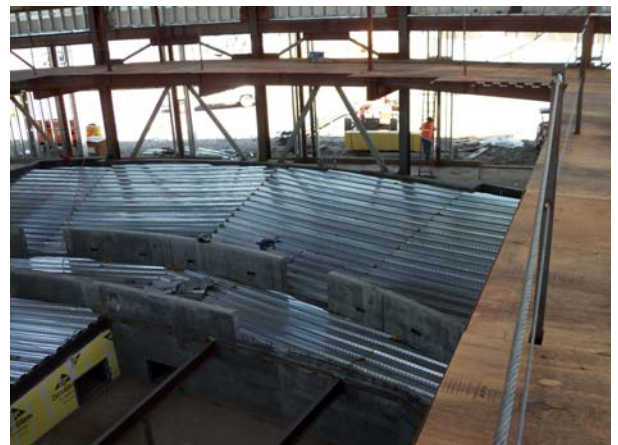
Progress Photos: 8/3/2011



Building 9: Install Wall Insulation & Drywall



Building 8: Install Exterior Sheathing



Building 2: Install Metal Deck for Theater

PROJECT STATUS REPORT

Dover Elementary School -

Period Ending: 8/3/2011

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: Keith Holtslander

Contract Status:

Notice to Proceed: 06/15/2009

	Original	Approved	Projected
Construction Schedule (days):	1,110	119	1,229
Original Completion Date:	06/29/2012		
Projected Completion:	10/23/2012		

Buildings:

Building A Main Admin. Building & Classrooms - COMPLETED
 Building B Pre-School/Kindergarten - IN PROGRESS
 Building C Multi Purpose Building - IN PROGRESS
 Site Work Rough Site Work & Underground Utilities

Progress This Period:

- Excavate Footings (Bldg. B & C) – COMPLETED.
- Excavate Plumbing Trenching (Bldg. B & C) – COMPLETED.
- Plumbing Underground (Bldg. B & C) – COMPLETED.
- 6" SS (Site) – COMPLETED.
- Plaster AC Abatement (Site) – COMPLETED.
- Install Reinforcing (Bldg. B) – COMPLETED.
- Install Bolts (Bldg. B) – COMPLETED.
- Pour Footings (Bldg. B) – COMPLETED.

Anticipated Progress Next Period:

- Clean/Strip (Bldg. B & C) – IN PROGRESS.
- Form Perimeter (Bldg. B & C) – IN PROGRESS.
- Rough Electrical Walls (Bldg. B & C) – IN PROGRESS.
- Rough Plumbing Walls (Bldg. B & C) – IN PROGRESS.
- Pour Tall Stem Walls (Bldg. B & C) – IN PROGRESS.
- Rough Electrical Slab (Bldg. B & C) – IN PROGRESS.
- Place Rock (Bldg. B & C) – IN PROGRESS.
- Place Vapor Barrier (Bldg. B & C) – IN PROGRESS.

Schedule Assessment/Update:

Construction Duration (Calendar Days):	1,229
Construction Calendar Days Elapsed:	791
Construction Calendar Days Remaining:	438
Percent of Contract Calendar Days Elapsed:	64%
Percent of Construction Completed:	65%

Percentage of Work Done **65%** **Total Project**

Phase 1--Demolition & Site Work	Increments 1 & 1A	100%
Phase 2--Building "A"	Increment 2	100%
Phase 3--Building "B" & "C"	Increment 3	24%
Phase 4--Demo & Playground	Increment 3	0%

Proposed Changes:

- None

General Comment:

Progress Photos: 8/3/2011



West Side of Site-Building B



North Side of Site-Building B



East Side of Site- Building C

PROJECT STATUS REPORT

ECHS - Multi-Use Sport Fields

Period Ending: 8/4/2011

Scope: Multi-Use Sport Fields

Construction Status:

Architect: WLC Architects
 Project Manager: Hector DeLeon, SGI Construction Management
 Project Engineer:
 Contractor: Michael Paul Company Inc.
 Inspector: Kris Gilbert
 WCCUSD Mgr: Andrew Mixer

Contract Status:

Notice to Proceed: 02/21/2011
Original Approved Projected
 Construction Schedule (days): 180 18
 Original Completion Date: 8/22/2011
 Projected Completion: 9/19/2011

Buildings:

Synthetic Field Soccer, Baseball and Softball Synthetic Field
 Tennis Courts Five new Tennis Courts w Ball Wall
 Batting Cage New Batting Cage on Southeastern corner of project

Progress This Period:

Dig form and pour curb on north side of project Drill set and pour 5' o.c. 27 feet deep piers for Tennis court retaining wall. Forming started on low retaining walls around the Tennis courts. Drill and set fencing post around perimeter of field and f batting cage footings. Form and pour tennis court ramps and stairs. Installation of mow band on north and east perimeter of field.

Anticipated Progress Next Period:

Pour all retaining walls around perimeter of tennis court. installation of field drainage system with base rock and geo tech fabric. Concrete flatwork of pedestrian walkways and main fire lane access thru site. Installation of fiber optic cable for reconnection of ECHS radio room

Schedule Assessment/Update:

Construction Duration (Calendar Days): 180
 Construction Calendar Days Elapsed: 128
 Construction Calendar Days Remaining: 52
 Percent of Contract Calendar Days Elapsed: 71%
 Percent of Construction Completed: 45%

Percentage of Work Done 45% Total Project

Site Demolitions	98%	2%
Grading	90%	3%
Utility Trenching and Installation	90%	8%
Retaining walls	35%	12%
Irrigation system installation	50%	10%
Fiber optic connection radio rm	50%	3%
Fence Post installation	65%	6%

Proposed Changes:

ASI /FCD #4 Changes to the retaining wall supporting the tennis courts adjacent to Ashbury Ave. has been redesign to address the hidden condition of the soil bearing capacity. A new retaining wall using 18" diameter piers 27 feet deep at 5 feet on center has be engineered to address our soils condition.

General Comment:

The Contractor has added new crews and is working all areas of the site. Michael Paul Company is starting early and working late to make up time on the schedule. Due to the various site changes and weather delays we anticipate completion in mid September.

Progress Photos: 8/4/2011



Retaining wall at Ashbury Ave drain rock backfill



View from new tennis court fence post installed



Mow band forming and fence post curb poured.

PROJECT STATUS REPORT

Ford Elementary School - Building

Period Ending: 8/3/2011

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; Sally Swanson Architects, Inc.
 Project Manager: Lewis Brower, SGI Construction Management
 Project Engineer: Rod Sias, SGI Construction Management
 Contractor: Heather Chierici, Chris Chierici; Alten Construction, Inc.
 Inspector: Mark Eriksen
 WCCUSD Mgr: Keith Holtslander

Contract Status:

Notice to Proceed: 10/12/2009

	Original	Approved	Projected
Construction Schedule (days):	600	89	689
Original Completion Date:	06/04/2011		
Projected Completion:	12/1/2011		

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	Multi-Purpose Room, Stage, Kitchen
Site Finish	Hardscape, Landscape, Irrigation, Accessories

Progress This Period:

- Area A - Stucco, Roofing, Sheetmetal, Ceiling, Tile, Casework, Flooring and Utilities continue. Painting nears completion.
- Area B - Stucco, Roofing, Sheetmetal, Ceiling, Tile and Utilities continues. Painting nears completion.
- Area C - Stucco, Roofing, Sheetmetal, Ceiling Grid, Casework and Utilities continues. Painting nears completion. Tile has commenced.
- Site - Underground Utilities and Hardscape Development continues. Domestic & Fire Protection Water Mains complete. Contract Electric Service nears completion, PG&E connection is scheduled.

Anticipated Progress Next Period:

- Area A - Painting and Tile Complete. Stucco, Roofing, Sheetmetal, Flooring and Casework near completion. Ceiling Grid and Utilities continues. Flooring and Ceiling Finish (and other Finishes) will commence.
- Area B - Painting and Tile Complete. Stucco, Roofing, Sheetmetal, Casework and Utilities continues. Flooring will commence.
- Area C - Painting and Ceiling Grid Complete. Stucco, Roofing, Sheetmetal, Tile and Utilities continues. Food Service Equipment Installation to commence.
- Site Work - Electrical Service energized. Underground Utilities near completion. Hardscape Development Continues. Irrigation Sleeves (in Hardscape Development) commences.

Schedule Assessment/Update:

Construction Duration (Calendar Days):	689
Construction Calendar Days Elapsed:	660
Construction Calendar Days Remaining:	29
Percent of Contract Calendar Days Elapsed:	95%
Percent of Construction Completed:	87%

Percentage of Work Done

Total Project

Site Development	54%
Building; Area A	82%
Building; Area B	81%
Building; Area C	73%
Site Finish	27%

Proposed Changes:

Miscellaneous Issues attending AOR issued ASI's and GC RFI Process. Site Development issues are currently being identified and addressed.

General Comment:

Overall, progress continues toward completion during the Fall of 2011.

Progress Photos: 8/3/2011



Stucco Exterior Advances Well - Final Color Coat Underway



Irrigation Planter Development in front of the Library



Area A, West Corridor - Finish Construction Progresses

PROJECT STATUS REPORT

Kennedy High School - Concession Stand and Lights

Period Ending: 8/3/2011

Scope: Concession Stand and Lights

Construction Status:

Architect: Powell & Partners Architects
 Project Manager: Herman Blackmon Jr., Amanco, Inc.
 Project Engineer:
 Contractor: B-Side Construction
 Inspector: Brad Williamson

Contract Status:

Notice to Proceed:	4/4/2011		
		Original	Approved
Construction Schedule (days):	210		
Original Completion Date:	10/28/2011		
Projected Completion:	11/28/2011		

Buildings:

Concession Stand

Progress This Period:

- Connection of Sewer and Water Lines
- Electrical Rough-In
- Plumbing Rough-In
- CMU Block - 6 Courses
- Concrete Pour for Parking Lot Light Poles
- Asphalt Patching in Parking Lot

Anticipated Progress Next Period:

- CMU Grout Pour
- Concrete Slab Pour
- CMU Block Completion
- Install Parking Lot Lights
- Start Installation of Roof Supports
- Pull Wires for Site Electrical
- Erect Structural Steel

Schedule Assessment/Update:

Construction Duration (Calendar Days):	210
Construction Calendar Days Elapsed:	124
Construction Calendar Days Remaining:	86
Percent of Contract Calendar Days Elapsed:	59%
Percent of Construction Completed:	40%

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

Proposed Changes:

- Install Electronic Plumbing Fixtures

General Comment:

Progress Photos: 8/3/2011



Concrete Pour for Light Poles



Concession Stand - Interior Cleaning for CMU



Concession Stand - CMU Block Erection

PROJECT STATUS REPORT

King Elementary School - Increment 2 New Construction

Period Ending: 8/3/2011

Scope: Phase 1: Construction of new school buildings and site work; Phase 2: Teacher & Staff Move

Construction Status:

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

Contract Status:

Notice to Proceed: 03/25/2009

	Original	Approved	Projected
Construction Schedule (days):	720		129
Original Completion Date:	3/15/2011		
Projected Completion:	12/30/2011		

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:

- All Buildings:
- Back Punch-list and owner requested work completion ongoing. Hazmat Remediation of Pullman Building and Old main Split face block building ongoing. Construction Fence installed for demolition phase of the project.
- Site:
- ADA drop off Ramps at Florida Avenue and 41st Street Completed. Construction Fence installed for Demolition phase of the project.

Anticipated Progress Next Period:

- All Buildings:
- Punch list, miscellaneous change order work, and training completed. Building occupied.
- Old Buildings:
- Abatement completed and demolition underway.

Schedule Assessment/Update:

Construction Duration (Calendar Days):	720
Construction Calendar Days Elapsed:	857
Construction Calendar Days Remaining:	-137
Percent of Contract Calendar Days Elapsed:	119%
Percent of Construction Completed:	95%

Percentage of Work Done 95% Total Project

Proposed Changes:

General Comment:

Phase 1 - New school building work is 99% complete. Phase 2 - Staff move-in Complete. Owner requested changes and back punch-list ongoing. Pullman building Hazmat Abatement completed. Main Building is with ATI for fire damage clean-up and abatement, to be completed by 8/15/2011.

Progress Photos: 8/3/2011



Downspout Install



Accessible Ramp at 41st Ave.



New AC Paving at 41st Street

PROJECT STATUS REPORT

Madera Elementary School - Modernization

Period Ending: 8/4/2011

Scope: Restroom and Kitchen Resurface Project

Construction Status:

Architect: Hamilton & Aitken Architects
 Project Manager: Marcus Blackmon, Amanco, Inc.
 Project Engineer:
 Contractor: Streamline Builders
 Inspector:
 WCCUSD Mgr: Andrew Mixer

Contract Status:

Notice to Proceed: 7/6/2011

	Original	Approved	Projected
Construction Schedule (days):	60	60	60
Original Completion Date:	9/4/2011		
Projected Completion:	9/4/2011		

Buildings:

Building C Kitchen and Restrooms

Progress This Period:

Completed demo, replaced backer board, installed moisture resistant board, and set tile at the following 6 restrooms: C138, C139, C146, C147, C151, & C153. Commenced demo at restrooms: C001 & C002. Painted and prepared kitchen walls to install fiberglass reinforced panels.

Anticipated Progress Next Period:

Remove portions of backer board at Custodian rooms: C158B & C003. Demo, replace backer board, install moisture resistant board, and set tile at restrooms C001 & C002. Overlay existing floor with coat of epoxy at restrooms: C138, C139, C146, C147, C151, C001, C002 & C153.

Schedule Assessment/Update:

Construction Duration (Calendar Days):	60
Construction Calendar Days Elapsed:	30
Construction Calendar Days Remaining:	30
Percent of Contract Calendar Days Elapsed:	50%
Percent of Construction Completed:	70%

Percentage of Work Done

Total Project

Modernization	70%
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Proposed Changes:

General Comment:

Progress Photos: 8/4/2011



Madera Restroom C151



Madera Restroom C138



Madera Restroom C153

PROJECT STATUS REPORT

Nystrom Elementary School - Multipurpose Room

Period Ending: 8/3/2011

Scope: Construction of a new 13,800 SF Multipurpose Room, demolition of existing upon completion, related site work and playground improvements

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: Andrew Mixer

Progress Photos: 8/3/2011



Footing for Trash & Electrical Enclosure

Contract Status:

Notice to Proceed:	07/26/2010		
		Original	Approved
Construction Schedule (days):	515	9	
Original Completion Date:	12/23/2011		
Projected Completion:	1/2/2012		

Buildings:

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

Progress This Period:

Interior stud framing, batt insulation placement and drywall at walls and ceiling; tape and skim coat; bathroom tile prep; electrical boxes and conduits rough-in, set switch gear and transformer; storefront frame; metal roof panels; doors and frames; stucco scratch coat at roof area; prime hard-lid ceilings and exterior metal panels, gas line excavation and install; rooftop HVAC units

Anticipated Progress Next Period:

Continuation of drywall finishes including prime and texture; underground fire line service; storefront and window frames; Tyvek exterior walls and lath; paint exposed ceilings and overhangs; install metal sidings; tile restroom walls; exterior canopy footing concrete pour, exterior trash and equipment enclosures concrete pour and CMU walls

Schedule Assessment/Update:

Construction Duration (Calendar Days):	524
Construction Calendar Days Elapsed:	373
Construction Calendar Days Remaining:	151
Percent of Contract Calendar Days Elapsed:	71%
Percent of Construction Completed:	68%



Roof Metal Panels

Percentage of Work Done **68 %** **Total Project**

Proposed Changes:

General Comment:

Sequence of work might change to accommodate temporary campus construction.



Door/Frame & Tape/Skim Drywall

PROJECT STATUS REPORT

Pinole Middle School - Modernization Phase II

Period Ending: 8/3/2011

Scope: Modernization Phase II

Construction Status:

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

Contract Status:

Notice to Proceed:	10/05/2009		
		Original	Approved
Construction Schedule (days):	425		
Original Completion Date:	12/04/2010		
Projected Completion:	10/3/2011		

Buildings:

Classroom & Admin Buildings.
 Multi-Purpose Building Including Kitchen.

Progress This Period:

- Exterior painting completed
- Kitchen completed
- Stage completed
- Trash enclosures completed
- Iron fencing completed

Anticipated Progress Next Period:

- Landscaping complete
- Mutipurpose room complete
- Sand blasting complete
- Hardware complete
- Commissioning

Schedule Assessment/Update:

Construction Duration (Calendar Days):	425
Construction Calendar Days Elapsed:	492
Construction Calendar Days Remaining:	-67
Percent of Contract Calendar Days Elapsed:	115%
Percent of Construction Completed:	95%

Percentage of Work Done	95%	Total Project
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Proposed Changes:

Multipurpose room repair.

General Comment:

Progress Photos: 8/3/2011



Administration Office



Front elevation of administration Building



Kitchen

PROJECT STATUS REPORT

Stewart Elementary School - Modernization

Period Ending: 8/4/2011

Scope: Restroom Surface Repair Project.

Construction Status:

Architect: Interactive Resources
 Project Manager: Marcus Blackmon, Amanco, Inc.
 Project Engineer:
 Contractor: Streamline Builders
 Inspector:
 WCCUSD Mgr: Keith Holtslander

Contract Status:

Notice to Proceed:	7/6/2011		
	Original	Approved	Projected
Construction Schedule (days):	60	60	47
Original Completion Date:	9/4/2011		
Projected Completion:	8/23/2011		

Buildings:

Building C1	Student Restrooms
Building C2	Student Restrooms
Building N	Student Restrooms

Progress This Period:

Restrooms: C122, C123, C137 & C138 have undergone demo, backer board replacement at walls, and gypsum board replacement at ceilings. The backer board and gypsum board finishing has completed (level 5 finish). The ceilings have been painted and 60% of tile has been set.

Anticipated Progress Next Period:

Install remaining tile at restrooms: C122, C123, C137 & C138. Proceed with demo at and replace backer board at walls and gypsum board at ceilings in N Building restrooms: N103 & N107.

Schedule Assessment/Update:

Construction Duration (Calendar Days):	60
Construction Calendar Days Elapsed:	30
Construction Calendar Days Remaining:	30
Percent of Contract Calendar Days Elapsed:	50%
Percent of Construction Completed:	60%

Percentage of Work Done

Total Project

Modernization	60%
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Proposed Changes:

General Comment:

Progress Photos: 8/4/2011



Stewart C122 Tile Install (Westward Wall)



Stewart C123 Tile Install (Eastward Wall)



Stewart C137 Tile Install (Westward Wall)