

**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**  
December 11, 2013

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT  
BOARD OF EDUCATION  
MEETING AGENDA  
DECEMBER 11, 2013**

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**BOARD AGENDA PACKETS AND INFORMATION:**

Complete Board meeting packets are available for review at the Administration Building, the District's six high schools, and at public libraries throughout West County.

Complete Board agendas and packets are available online at: [www.wccusd.net](http://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.

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**VIEWING THE BOARD MEETINGS:**

**Television:**

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

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

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

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

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**ATTENDING BOARD MEETINGS:**

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

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

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

**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.

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

**B. OPENING PROCEDURES**

- B.1 Pledge of Allegiance**
- B.2 Welcome and Meeting Procedures**
- B.3 Roll Call**
- B.4 Annual Organization Meeting**

Comment:

Board Bylaw 9100 governs the dimensions of the annual organization meeting. At this meeting, the Board shall:

- Elect a president and a clerk from its members.
- Appoint a secretary to the Board.
- Authorize signatures.
- Develop a schedule of regular meetings for the year.
- Develop a Board calendar for the year.
- Designate Board representatives.

Board policy does not detail procedure for nomination and election of Officers. The Brown Act precludes board members from discussing their vote outside of board meetings with more than one other board member. Nominations for the office of President will be made by any board member without requiring a second after which a roll call vote will be taken. Tie votes will be resolved by a run-off vote. Following the election of the President, the same procedure will be repeated for the office of Clerk.

Recommendation:

That the Board:

1. Elect a president and clerk;
2. That the Board use a separate motion to approve the following routine matters:

Appoint the Superintendent as Secretary to the Board as prescribed by law;

Authorize the President of the Board to sign documents for the Board and for the Clerk to sign documents in the absence of the President;

Affirm the previously adopted schedule of regular meetings in 2014 including: January 8, January 29, February 12, March 5, March 19, April 2, April 23, May 7, May 21, June 11, June 25, and identify dates for the remainder of 2014 including: July 9, July 23; August 13, September 3, September 17, October 1, October 15, November 5, November 19, December 10.

Establish a Board calendar for 2014 that includes:

- Board Organizational Retreat, January 4
- Budget Hearing, June 11
- Budget Adoption, June 25
- Superintendent Evaluation, November 5
- Annual Organization Meeting, December 10

Fiscal Impact:

None

**B.5 Presentation of Student Board Representative from Pinole Valley High School**

**B.6 Report/Ratification of Closed Session**

\* **B.7 Agenda Review and Adoption** (Public Comment)

\* **B.8 Minutes:** November 13, 2013; November 20, 2013

\* **B.9 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.

**C. BUSINESS ITEMS**

**CONSENT ITEMS** (Routine Matters)

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

\*CI **C.1 Grants/Awards/Agreements**

Comment:

Formal action is requested from the Board of Education to accept the grants/awards/agreements, as detailed, dated December 11, 2013.

Recommendation:

Recommend Approval

Fiscal Impact:

As noted per grants summary

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

Comment:

The District has received donations as summarized, dated December 11, 2013. Staff recommends acceptance of these donations.

Recommendation:  
Recommend Approval

Fiscal Impact:  
As noted per donations summary

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

Comment:  
The planned fund-raising events for the 2012-13 school year are summarized, dated December 11, 2013.

Recommendation:  
Recommend Approval

Fiscal Impact:  
Additional revenue for schools

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

Comment:  
Permission is requested of the Board of Education to approve contracts for services as detailed, dated December 11, 2013.

Recommendation:  
Recommend Approval

Fiscal Impact:  
As noted per contracts summary

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

Comment:  
The summaries of Payroll and Vendor Warrants issued during the month of November 2013 are provided:

Total of payroll warrants (November 2013): \$ 9,822,208.24  
Total of vendor warrants (November 2013): \$ 23,742,496.00

Recommendation:  
Recommend approval of the payroll and vendor warrant reports

Fiscal Impact:  
As noted above

**\*CI C.6 Notice of Completion: Bid 1151202-04 Dover Elementary School MPR Demolition and Site Improvements**

Comment:

Substantial completion notice has been received for: Bid 1151202-04.

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

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

V.E.M. General Engineering, Inc. Bid 1151202-04 Dover Elementary School MPR Demolition and Site Improvements.

Recommendation:

Recommend approval of this notice of completion

Fiscal Impact:

None

**\*CI C.7 Resolution No. 45-1314: Certificate of Signatures**

Comment:

School districts are required to hold an annual organizational meeting in December to adopt a new Certification of Signatures Resolution. The effective period of the resolution should be the date of the date of the organizational meeting.

Recommendation:

Recommend Approval

Fiscal Impact:

None

**\*CI C.8 Modification of Requirement for Volunteer Tuberculosis Testing**

Comment:

It has been a longstanding practice in WCCUSD to require parents and other volunteers to submit the results of tuberculosis testing as a component of the full access to volunteer duties in schools and on field trips. A recent letter from Dr. Wendel Brunner, Contra Costa County Director of Public Health, recommends that it is neither required by law nor part of best medical practices to require that all volunteers have TB tests. While testing continues to be required by statute for employees, the law is silent on the requirement to test volunteers.

Recommendation:

Modify Board Policy 1240 to remove the reference to tuberculosis testing as part of the requirements for volunteering in WCCUSD.

Fiscal Impact:

None

- \*CI C.9 Approve the following new job descriptions:**  
**Early Learning, Preschool, Instructional Assistant**  
**Early Learning, Transitional Kindergarten (TK), Instructional Assistant – Bilingual**  
**Early Learning, Transitional Kindergarten (TK), Instructional Assistant**  
**Early Learning, Preschool, Instructional Assistant - Bilingual**

Comment:

These are new job classifications, which provide for specific job descriptions to work in the district's Transitional Kindergarten (TK) and Preschool Program classrooms. There are new state mandates that require the district to utilize Desired Results Developmental Profile (DRDP) assessments to create a high quality program. Research shows that DRDP, which equates to a high quality program, students are more successful in school, they have lower dropout rates and are better readers. These new classifications are required to have Early Childhood Education (ECE) unites to meet state mandates and better meet the needs of these early learners, which also includes a bilingual component. Some of the new tasks, duties and responsibilities are as follows:

- Assists with Desired Results School Readiness assessment tools, gathering student data, observations, writing observation notes, Environmental Rating Scale (ECERS) and creating effective learning spaces for students.
- Utilize specialized skills learned in this classification for the care, supervision and teaching of preschool students
- Assists instructional staff with the development and presentation of learning activities and instruction for preschool age children.

Recommendation:

Recommend Approval

Fiscal Impact:

\$94,222 General Fund (TK); \$264,450 Categorical (PreK)

- \*CI C.10 Approve the following new job description: Early Learning Community Worker**

Comment:

This is a new job classification, which replaces the prior job classification of Preschool Community Worker. The job description has evolved since 1983 in as this classification is responsible for assisting the coordination of the Early Learning programs, which includes being the key liaison for the district's growing Transitional Kindergarten (TK) and Preschool programs. This classification plays a much more instrumental role in identifying parents' and guardians' needs, providing guidance to them for available resources and support programs. Some of the new tasks, duties and responsibilities are as follows:

- Assists with registration of preschool children in the office, at school sites and in homes when necessary.
- Develops structure, agendas and support for the advisory committee to gather input and data for program needs.

- Assists with enrollment in the Early Learning program and commensurate data and report requirements.

Recommendation:

Recommend Approval

Fiscal Impact:

There is no impact to the general fund. This position will replace the current position of Preschool Community Worker.

**\*CI C.11 Approve the following new job description: Special Education Assistant – Autistic Classroom**

Comment:

This is a new job classification to meet the needs of our Autism Spectrum Disorders (ASD) students in the preschool program and K through 6 classrooms. The current classifications in the Instructional Assistant and Special Education Assistant families have not been able to effectively work with these specialized students. These employees must participate in ongoing training and professional development to learn techniques, methodologies and assessments to best meet the needs of the students. Some of the vital tasks, duties and responsibilities are as follows:

- Works independently with students using Structured Teaching activities (TEACCH), Picture Exchange Communication System (PECS), Developmental Relationship Intervention (DRI), Applied Behavior Analysis (ABA) and other relevant methods, systems or strategies.
- Providing mainstreaming opportunities are implemented consistently while making sure all students are safe and active participants in the program.
- Collects data on student progress and Individualized Education Program (IEP) goals.

Recommendation:

Recommend Approval

Fiscal Impact:

\$100,824 – Special Education

**\*CI C.12 Approve the following new job description: Facilities Maintenance Manager**

Comment:

At the request of the Maintenance and Operations Department a new job description was created, a Facilities and Maintenance Manager. This position is created to provide more direct supervision and allow for more efficiency in the Maintenance and Operations Department.

This position will supervise the daily operations, response and preventative maintenance of the district's maintenance and operations department. The job description being proposed takes into consideration the evolution of Districts current needs including but not limited to:

- Coordinating response to district alarm systems on a 24 hour basis
- Plans, organizes, directs, administers and oversees the maintenance, rehabilitation and functions of district facilities



- Coordinating district-wide projects and inspections
- Provide needed background and information to maintain the integrity of the district's safety program
- Insures district is in compliance with state and federal guidelines
- Provide training for staff
- Provides after hours support for emergencies and safety; and performs other related duties as assigned.

Recommendation:

Recommend Approval

Fiscal Impact:

There is no impact to the general fund. This position will replace the current position of Manager of Building and Mechanic Maintenance.

**\*CI C.13 Procurement Contract for Data Center and Wireless Infrastructure**

Comment:

Under Public Contract Code Section 20118 (K-12) our District is able to utilize procurement contracts which have been publicly bid or negotiated for the use by other public entities. Through CDWG we will be utilizing National Joint Powers Alliance (NJPA), and CalSave contracts for the procurement of a wireless infrastructure for 13 sites and head-end equipment to be used for the district's, email servers, Voice Over IP (VOIP) communications and storage.

In March, 2013, the Board approved an ERATE contract to upgrade the wireless infrastructure for eleven of our ERATE eligible schools. These schools are: Downer, Ford, Nystrom, Peres, Verde, Harbour Way, Helms, King, Dover, Gompers and Kennedy. ERATE did not approve the funding and consequently these schools have not yet been upgraded. Coronado (temp campus), and Valley View were folded into the contract when it was determined that the equipment could be repurposed once Bond completes these sites. In addition, it was found that antiquated switches remain at DeJean, Grant, Lake, Lincoln and Richmond despite the recent wireless infrastructure upgrade as performed by AT&T earlier this year. Twelve switches are included in the build of materials for this reason. The total cost of the project is \$2,144,461.56.

Competitive bids were sought for the data center piece of the project. The purpose of the data center is to serve as the "head-end" for the district's email servers, Voice Over IP communications and storage. Nine-hundred (900) VOIP phones are included for the purpose of standardizing all sites on the same communication (phone) system. The total cost for this part of the project is \$1,431,082.37.

Recommendation:

Approve the NJPA contract for the procurement of wireless infrastructure and CalSave contract for the data center for the purpose of upgrading remaining sites with new switching, wireless technology and establishing a "head-end" for the district's, email servers, Voice Over IP communications and storage.

Fiscal Impact:

\$3,575,543.93 Measure E 2012

**\*CI C.14 Ratification and Approval of Engineering Services Contracts**

Comment:

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

Recommendation:

Ratify and approve contracts

Fiscal Impact:

Total for this action: \$1,196,368. Funding sources Measure J Bond, Measure D-2010 Bond, Measure E 2012, and Fund 40

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

Comment:

Staff is seeking ratification of Change Orders on the following current District construction projects: New Gompers/LPS Schools. 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 accordance with Public Contract Code 20118.4, the Board, by 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: \$193,461.00

**\*CI C.16 Citizens' Bond Oversight Committee (CBOC) Appointment: Tashia Flucas**

Comment:

The Contra Costa Taxpayers Association has forwarded a recommendation that Tashia Flucas be the Taxpayers' Organization appointee on the West Contra Costa Unified School District Citizens Bond Oversight Committee.

Recommendation:

Approve appointment as noted

Fiscal Impact:

None

**\*CI C.17 Resolution No. 44-1314: Adoption of Uniform System of Prequalifying and Rating Prospective Bidders for Construction Project**

Comment:

The District has developed the Uniform System of Prequalifying and Rating Prospective Bidders (“Prequalification”) procedure for prequalification of all trade contractors and subcontractors for the District’s “Major Projects”. Major Projects is defined to mean a construction project that has a projected expenditure of sixteen million dollars (\$16,000,000) or more. This Prequalification process shall be adjusted as necessary to prequalify District projects under the mandatory prequalification requirement of Public Contract Code section 20111.6.

The Prequalification requires that all trade contractors and subcontractors that intend to bid on a Major Project to perform any subcontract work in excess of five hundred thousand dollars (\$500,000) must complete and submit to the District a standardized prequalification questionnaire and financial statement. This enhanced prequalification process enables the District to build a pool of contractors and subcontractors that have demonstrated they meet certain minimum District criteria.

The District has also developed the Prequalification for Richmond Swim Center Building Remediation and Aquatic Programming Project for prequalification of specified trade and specialty contractors and subcontractors. Because this Project will be awarded after January 1, 2014, the District must prequalify all general contractors, and if utilized, all electrical, mechanical, and plumbing subcontractors for this project. This Prequalification will be adjusted as necessary to meet the requirements of Public Contract Code section 20111.6

Recommendation:

Adopt Resolution No. 44-1314: Adopting Uniform System Of Prequalifying And Rating Prospective Bidders For Prequalification On Certain Construction Projects Pursuant To Public Contract Code Section 20111.6

Fiscal Impact:

No fiscal impact or implications associated with the approval of these documents.

**\*CI C.18 Resolution No. 46-1314: Joint Use Lease Agreement for Use of Existing Space for Child Care Purposes - Collins Elementary School**

Comment:

Patty’s Pinole Day Care, Inc., (“Tenant”) has been providing before and after school day care services at the Collins Elementary School Site (“Site”) for twenty seven (27) years. The previous lease agreement with the District, however, expired on December 13, 2010. This Joint Use Lease Agreement re-establishes a valid agreement between the parties for Tenant’s joint use of the Site to provide before and after school child care services to District students.

Education Code section 17527(a) authorizes the District to enter into agreements to make vacant classrooms or other space in operating school buildings available for rent or lease to other school districts, educational agencies, commercial and noncommercial firms, corporations, partnerships, businesses, and individuals, including during normal school hours if the school is in session.

Tenant's use of the Site will not (1) interfere with the educational programs or activities of any school or class conducted on the Site, (2) unduly disrupt the residents in the surrounding neighborhood, or (3) jeopardize the safety of the children at the Site;

This Joint Use Agreement contemplates a five (5) year term that can be renewed upon mutual agreement of the parties. In consideration of the use of the Site, Tenant will pay District \$200.00 per month as Rent. Tenant shall also pay all utilities that service the building in which Tenant conducts its Program.

Recommendation:

Approve the Joint Use Lease Agreement with Patty's Pinole Child Care, Inc., for use of the Site to provide before and after school child care services.

Fiscal Impact:

No fiscal impact or implications associated with the approval of these documents.

**\*CI C.19 Resolution No. 47-1314: Joint Use Lease Agreement For Use of Recreational Fields – Pinole/Hercules Little League (Collins, Crespi, Ellerhorst & Stewart)**

Comment:

Pinole/Hercules Little League ("PHLL") is a program of service to District students and community youth and is geared to provide an outlet of healthful activity and training under good leadership in an atmosphere of wholesome community participation ("Programs") and is in need of the athletic field to conduct its Programs. The District intends to allow PHLL to continue to use the athletic fields located at the Collins Elementary School, Crespi Middle School, Ellerhorst Elementary School, and Stewart Elementary School sites (collectively the "School Sites").

Education Code section 17527(a) authorizes the District to enter into agreements to make vacant classrooms or other space in operating school buildings available for rent or lease to other school districts, educational agencies, commercial and noncommercial firms, corporations, partnerships, businesses, and individuals, including during normal school hours if the school is in session.

PHLL's use of the Fields located on the School Sites will not (1) interfere with the educational programs or activities of any school or class conducted on the Site, (2) unduly disrupt the residents in the surrounding neighborhood, or (3) jeopardize the safety of the children at the Sites.

The Joint Use Agreement for each School Site contains the same terms and conditions and contemplates a five (5) year term that can be renewed upon mutual agreement of the parties. Each Joint Use Agreement contemplates that PHLL will pay the District \$1.00 per school site per year as Rent for use of the Fields.

Recommendation:

Approve the Joint Use Lease Agreement with Pinole/Hercules Little League for use of the recreational fields located at the School Sites.

Fiscal Impact:

No fiscal impact or implications associated with the approval of these documents.

**\*CI C.20 Resolution No. 48-1314: Joint Use Lease Agreement For Use of Recreational Fields – Tara Hills Recreation Association (North Campus/Pupil Services Center)**

Comment:

Tara Hills Recreation Association (“THRA”) is a non-profit organization that operates a PONY League Baseball program (“Program”) at the North Campus/Pupil Services Center (“School Site”). Use of the School Site by THRA for its Program promotes increased access to recreational and educational opportunities for District students and community residents.

Education Code section 17527(a) authorizes the District to enter into agreements to make vacant classrooms or other space in operating school buildings available for rent or lease to other school districts, educational agencies, commercial and noncommercial firms, corporations, partnerships, businesses, and individuals, including during normal school hours if the school is in session.

THRA’s use of the School Site will not (1) interfere with the educational programs or activities of any school or class conducted on the Site, (2) unduly disrupt the residents in the surrounding neighborhood, or (3) jeopardize the safety of the children at the Site.

This Joint Use Agreement contemplates a one (1) year term that can be renewed upon mutual agreement of the parties.

Recommendation:

Approve the Joint Use Lease Agreement with Tara Hills Recreation Association to operate a PONY League Baseball program.

Fiscal Impact:

No fiscal impact or implications associated with the approval of these documents.

**\*CI C.21 Resolution No. 49-1314: Joint Use Lease Agreements for Use of Existing Space for After School Child Care Program - YMCA East Bay (Multiple School Sites)**

Comment:

YMCA East Bay (“YMCA”) has been providing after school day care services (“Programs”) at the Bayview Elementary, Olinda Elementary, Peres Elementary, Stewart Elementary, Washington Elementary and Wilson Elementary School Sites (collectively “School Sites”). The YMCA’s previous lease agreements with the District for use of the School Sites have expired. The Joint Use Agreements re-establish the written terms and conditions between the District and the YMCA for its joint use of the School Sites to provide afterschool child care services to District students.

Education Code section 17527(a) authorizes the District to enter into agreements to make vacant classrooms or other space in operating school buildings available for rent or lease to other school districts, educational agencies, commercial and noncommercial firms, corporations, partnerships, businesses, and individuals, including during normal school hours if the school is in session.

The YMCA’s use of the School Sites will not (1) interfere with the educational programs or activities of any school or class conducted on the Site, (2) unduly disrupt the residents in the surrounding neighborhood, or (3) jeopardize the safety of the children at the School Sites;

The Joint Use Agreements for each School Site contain the same terms and conditions and contemplate a five (5) year term that can be renewed upon the District's sole discretion. In consideration of the use of the School Sites, YMCA will pay District from \$100.00 up to \$600.00 per month as Rent, depending on the individual school site and quantity of spaces utilized. YMCA shall also pay all utilities that service the buildings in which YMCA conducts its Programs.

Recommendation:

Approve the Joint Use Lease Agreement with YMCA East Bay for use of the School Sites to provide after school child care services.

Fiscal Impact:

No fiscal impact or implications associated with the approval of these documents.

**\*CI C.22 Umbrella Joint Use Agreement for Recreational Facilities and Grounds - City of El Cerrito**

Comment:

Currently, the District has several agreements with the City of El Cerrito ("City") relating to the City's use of the District's recreational facilities and the District's use of the City's recreational facilities. These agreements generally cover specified facilities and have differing terms and conditions governing the use of those facilities agreement by agreement. Moreover, in some instances, no agreement currently exists between the District and the City and each party's use is based on either an ad-hoc or pre-existing historical arrangement. This has made each party's scheduling and access to recreational facilities difficult and cumbersome. In order to develop a consistent, singular process, the District has negotiated the form of umbrella joint use agreement with the City for the purposes of inter-agency coordination to meet the continuous youth and community demands for more developmental and recreational opportunities. The District's goal was to negotiate one form of agreement that would increase access to the recreational facilities and grounds for District students and the community while also providing consistent policies, procedures and scheduling for use of the District's recreational facilities and also the District's use of the City's recreational facilities.

The Umbrella Joint Use Agreement contemplates a five (5) year term that can be renewed upon mutual agreement of the parties. The Agreement also contemplates that the parties develop a Master Schedule to jointly coordinate each party's use schedule. Once the Master Schedule has been mutually agreed upon by the parties, each party's scheduled use of the recreational facilities shall receive priority over all other use, except as may be otherwise required by law or mutual written agreement of the parties. The Agreement contemplates that the parties shall each pay the other only for the direct costs associated with a party's use of the other's facilities.

Recommendation:

Approve the Umbrella Joint Use Agreements for the City of El Cerrito

Fiscal Impact:

No fiscal impact or implications associated with the approval of these documents.

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

**\* D.1 National Board for Professional Teaching Standards (NBPTS) Certification Recognition**

Comment:

The National Board for Professional Teaching Standards (NBPTS) is a professional development program which seeks to elevate the status, voice and role of accomplished teachers in shaping a true profession. This advanced teaching credential compliments our teachers' California teaching credential. This credential requires submission of extensive portfolio entries, including video recordings and examples of student work. In addition, teachers must demonstrate in-depth content knowledge in response to rigorous exercises for chosen certificate areas.

Tonight we celebrate the following teachers who have accomplished this significant achievement:

Maria Evelyn Smith, Cameron Early Intervention	Credential Area: Exceptional Needs
Farnaz Heydari, Olinda Elementary	Credential Area: Middle Childhood Generalist
Beth Levine, Montalvin Elementary	Credential Area: Early Middle Childhood Literacy
Mary Ann LaFosse, Washington Elementary	Credential Area: Early Childhood Generalist

Recommendation:

Recognition

Fiscal Impact:

None

**\* D.2 Survey Results**

Comment:

At the October 23, 2013 meeting, the Board authorized the Superintendent to enter into a contract with Godbe Research to conduct a random sample survey regarding a possible parcel tax and or bond measure. The Attorney General has determined that a school district may legally expend district funds to conduct surveys to assess the potential support and opposition to a measure, the public's awareness of the district's financial needs, and the overall feasibility of developing a measure that could win voter approval.

Bryan Godbe will describe the process for implementing the survey and provide the Board with the results of the survey.

Recommendation:

That the Board review the survey results and provide direction about whether and when a measure should be brought before the voters.

Fiscal Impact:

\$33,195 for the survey

\* **D.3 Religious/Cultural Celebration**

Comment:

In support of the histories of holiday celebrations, we demonstrate to all of our stakeholders that their beliefs and traditions play an important role in assisting our students to be global thinkers with international partners around the world.

This is a living document, meaning that as our populations of students increase and diversifies; their holiday customs and beliefs can be included as part of on-going and learning within West Contra Costa Unified School District.

**Religious/Cultural Celebration Information**

Listed below are some of the cultural and religious celebrations celebrated by families in our District. We have chosen to include those celebrations which may affect student attendance or performance, in the hopes that it will help faculty and staff to best serve all our students in keeping with our Equity Policy.

**August/September/October**

Rosh Hashanah and Yom Kippur  
Ramadan

**November/December**

Christmas  
Hanukkah  
Kwanzaa

**January/February**

Asian Lunar New Year  
Ash Wednesday

**March/April**

Maundy or Holy Thursday and Good Friday

Easter

Passover

Recommendation:

For Information Only

Fiscal Impact:

None

**E. COMMITTEE COMMUNICATIONS**

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

\* **E.1 Standing Reports**

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

Academic Subcommittee

Bayside Parent Teacher Association

Citizens’ Bond Oversight Committee

College and Career Readiness Academies

Community Budget Advisory Committee

Facilities Subcommittee

Ivy League Connection

Public Employees Local 1

Safety and School Climate Committee

School Supervisors Association

Technology Committee

United Teachers of Richmond

Youth Commission

\* **E.2 Superintendent’s Report**



\* **E.3 In Memory of Members of the School Community**

Comment:

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

Mildred Gordon began teaching in 1965, working at both Tara Hills and Shannon Elementary Schools. Ms. Gordon retired in 2001. She was a great teacher who loved her students.

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

Recommendation:

For Information Only

Fiscal Impact:

None

**F. ACTION ITEMS**

\* **F.1 Approval of Agreement with West Contra Costa Administrators Association / AB1200  
Public Disclosure of Collective Bargaining Agreement with WCCAA**

Comment:

District and West Contra Costa Administrators Association Collective bargaining reopener proposals were sunshined for the 2013-14 year. Through the Interest Based Process a Tentative Agreement has been reached with representatives of West Contra Costa Administrators Association (WCCAA). A copy of the Tentative Agreement will be provided at the Board meeting. Once WCCAA has ratified the Agreement, it will be presented to the Board of Education for ratification.

School districts are required to publicly disclose the provisions of all collective bargaining agreements before they ratify an agreement. This ensures that the public is aware of the details associated with a tentative collective bargaining agreement before it becomes binding on the district. A summary of the savings associated with the agreement is provided. This summary has also been provided to the County Office of Education.

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

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

Recommendation:

Recommend that the Board of Education ratify the Tentative Agreement between the West Contra Costa Unified School District and West Contra Costa Administrators Association (WCCAA).

Fiscal Impact:

\$139,708 for 2013-14

\$279,416 per year for 2014-15, 2015-16

\* **F.2 Salary and Health Benefits Package for Unrepresented Management, Cabinet, Board Members and Confidential Employees / AB 1200 Public Disclosure**

Comment:

The employees of the school district who are in the categories of Unrepresented Management, Cabinet, Superintendent and Confidential will receive the salary and benefit contribution rates for active employees, cash in lieu amounts as agreed upon with West Contra Costa Administrator's Association (WCCAA) and School Supervisors Association (SSA). Unrepresented Certificated Management and Certificated Cabinet will align with West Contra Costa Administrators Association (WCCAA) and Unrepresented Classified Management, Classified Cabinet and Confidential will align with the School Supervisors Association (SSA). The school board will select from the health benefits plans and correlating contribution rates that are currently offered to the bargaining units in accordance with Board Policy and will adhere to the retiree provisions in Board Bylaw 9250.

The salary and benefits will be effective January 1, 2014.

Recommendation:

Recommend Approval

Fiscal Impact:

General Fund \$79,168 for 2013-14

General Fund \$158,337 per year for 2014-15, 2015-16

\* **F.3 First Interim Report, 2013-2014**

Comment:

The District's First Interim Report for 2013-2014 covers the financial and budgetary status of the district for the period ended October 31, 2013.

Education Code Section 4230 requires school districts to prepare interim financial reports each year. The First Interim Report covers the period ending October 31; the Second Interim Report covers the period ending January 31. These financial reports are subject to standards and criteria adopted by the State Board of Education to monitor the fiscal stability of local educational agencies.

The District shall certify whether it is able to meet its financial obligations for the current fiscal year and, based on current forecasts, for the two subsequent fiscal years. A positive certification shall be assigned when a district will meet its financial obligations for the current fiscal year and subsequent two fiscal years. A qualified certification shall be assigned when a district may not meet its financial obligations for the current fiscal year and subsequent two fiscal years. A negative certification shall be assigned when a district will be unable to meet its financial obligations for the remainder of the fiscal year.

Recommendation:

Recommend approval of the First Interim Report for 2013-2014

Fiscal Impact:  
Positive Budget Certification

**G. DISCUSSION ITEMS**

\* **G.1 Update on School Funding Eligibility**

Comment:  
The District has contracted with School Facility Consultants for school funding eligibility. Mr. Pettler will provide a brief presentation on the possibility of Seismic Funding to the Board.

Recommendation:  
For Information Only

Fiscal Impact:  
None

\* **G.2 Project Status Report**

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
- Construction Status Reports

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 – January 8, 2014

**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 (\*).

Agenda Item: A

**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

**December 11, 2013**

**1. CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

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

- a. WCCUSD v. Orrick
- b. Palmer and Pollack v. WCCUSD
- c. American Standards Properties v. WCCUSD

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

Four cases

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

**5. CONFERENCE WITH LABOR NEGOTIATORS**

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

- c. Unrepresented Employees
  - Confidential and Management

**6. PUBLIC EMPLOYEE APPOINTMENT**

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

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

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:** December 11, 2013  
**From:** Bruce Harter **Agenda Item:** B.4  
**Subject:** Annual Organization Meeting

**Background Information:**

Board Bylaw 9100 governs the dimensions of the annual organization meeting. At this meeting, the Board shall:

- Elect a president and a clerk from its members.
- Appoint a secretary to the Board.
- Authorize signatures.
- Develop a schedule of regular meetings for the year.
- Develop a Board calendar for the year.
- Designate Board representatives.

Board policy does not detail procedure for nomination and election of Officers. The Brown Act precludes board members from discussing their vote outside of board meetings with more than one other board member. Nominations for the office of President will be made by any board member without requiring a second after which a roll call vote will be taken. Tie votes will be resolved by a run-off vote. Following the election of the President, the same procedure will be repeated for the office of Clerk.

**Recommendation:** That the Board:

1. Elect a president and clerk;
2. That the Board use a separate motion to approve the following routine matters:

Appoint the Superintendent as Secretary to the Board as prescribed by law;

Authorize the President of the Board to sign documents for the Board and for the Clerk to sign documents in the absence of the President;

Affirm the previously adopted schedule of regular meetings in 2014 including: January 8, January 29, February 12, March 5, March 19, April 2, April 23, May 7, May 21, June 11, June 25, and identify dates for the remainder of 2014 including: July 9, July 23; August 13, September 3, September 17, October 1, October 15, November 5, November 19, December 10.

Establish a Board calendar for 2014 that includes:  
Board Organizational Retreat, January 4  
Budget Hearing, June 11  
Budget Adoption, June 25  
Superintendent Evaluation, November 5  
Annual Organization Meeting, December 10

**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:** December 11, 2013

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

**Agenda Item:** B.5

**Subject:** Presentation of Student Board Representative from Pinole Valley High School.

**Background Information:**

A Student Board Representative from Pinole Valley High School will attend the Board of Education on December 11, 2013. We would like to recognize and commend their participation.

**Recommendation:**  
For Information Only

**Fiscal Impact:**  
None

**DISPOSITION BY BOARD OF EDUCATION**

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

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

Approved \_\_\_\_\_

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

Tabled \_\_\_\_\_



**West Contra Costa Unified School District  
Minutes of the Special Board of Education Meeting  
DeJean Middle School  
Multipurpose Room  
3400 Macdonald Ave.  
Richmond, CA 94805**

Agenda Item B.8

November 13, 2013

**B. OPENING PROCEDURES**

President Kronenberg called the meeting to order at 5:45 P.M. The Board recessed into Closed Session. President Kronenberg called the Public Session to order at 6:33 P.M.

**B.1 Pledge of Allegiance**

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

**B.2 Welcome and Meeting Procedures**

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

**B.3 Roll Call**

**Board Members Present:** Randall Enos, Todd Groves, Madeline Kronenberg, Elaine Merriweather, Charles Ramsey

**Staff Present:** Magdy Abdalla, Engineering Officer; Steve Collins, SELPA Director; Martin Coyne, Executive Director Bond Finance; Bill Fay, Associate Superintendent for Operations; Luis Freese, Executive Director Maintenance / Operations; Sheri Gamba, Associate Superintendent for Business Services; Wendell Greer, Associate Superintendent for Secondary Schools; Superintendent Bruce Harter; Debbie Haynie, Executive Secretary; Joshua Herrera, Electronics Technician; Keith Holtslander, Director of Facilities; Mary Phillips, Chief Technology Officer; Nia Rashidchi, Assistant Superintendent Educational Services; Reyna Touriel, Translator; Ken Whittemore, Assistant Superintendent for Human Resources

President Kronenberg called for a moment of silence in remembrance of El Cerrito High student Fausto Delgado who died tragically on November 12.

**B.4 Report/Ratification of Closed Session**

Superintendent Harter reported that the Board, in Closed Session, approved his annual evaluation with contract renewal for one additional year, through 2016-17. He declined a salary increase.

**MOTION: Mr. Ramsey moved approval of extending the Superintendent's contract one additional year through 2016-17. Ms. Merriweather seconded. A roll call vote was taken with Mr. Enos, Mr. Groves, Mr. Ramsey, Ms. Merriweather, and President Kronenberg voting yes, with no abstentions and no absences. Motion carried 5-0-0-0.**

**C. AWARDS, RECOGNITIONS, REPORTS**

**C.2 Bond Sale, 2010 Measure D and 2012 Measure E**

Dave Olson of KNN Public Finance, Jeff Baratta of Piper Jaffrey Investments and Scott Henry of De La Rosa Investment Bankers, provided a presentation to the Board regarding the recent sale of \$125 million in bonds. Mr. Olson provided details saying the bonds will be issued to anticipate the next series of bond sales in two years' time. He explained that this will provide a sustainable, flexible basis for the construction program. Mr. Olson highlighted the successful elements of the transaction. Mr. Baratta and Mr. Henry provided details about the investor base.

**Public Comment:**

None

**Board Comment:**

Mr. Ramsey had questions about which projects could be completed with this bond sale. Mr. Abdalla responded by listing projects getting under way. Mr. Ramsey concluded by thanking staff, and remarking on the effort by the District to remain transparent, informed and knowledgeable about the details of this sale.

President Kronenberg talked about the extraordinary education for Board members through the bond program. She thanked the finance team and staff.

**D. ACTION ITEMS**

**D.1 Acceptance of the Strategic Plan Report**

Superintendent Harter introduced Jay Schenirer of Capital Impact / Third Plateau, consultant who shepherded the process for development of a new strategic plan through the generous donation from Chevron. Mr. Schenirer provided a detailed report on the final draft of the Strategic Plan 2014 - 2019. He described the purpose of plan, key changes, and managing the plan with the responsible party for accountability. Mr. Schenirer acknowledged and thanked partners who participated in the process. He also highlighted key points for implementation. Superintendent Harter provided more a more in-depth look at moving forward with implementation. He detailed the six key priorities, funding for their implementation and a path forward.

**Public Comment:**

None

**Board Comment:**

Mr. Ramsey said he liked the plan and spoke about investing in each child.

Mr. Groves said he was grateful that the document captured the voice of community. The District has a hefty job ahead and is off to a good start. He thanked Mr. Schenirer and Mr. Kaufman for their work.

Mr. Ramsey thanked the consultants and said he was pleased with the plan. He commented that he would like to see graduate students return and reflect on how the plan had made an impact on their lives.

Mr. Enos remarked that he thought the plan well intentioned and thought out. He also spoke about resources needed to carry out implementation in order to show the community that we believe in its youth.

Ms. Merriweather said she thought the plan was on the right track and that this was the best time for funding with Proposition 30 and the Local Control Funding Formula. She said she liked the framework to build, measure and strengthen the District. She thanked the team who participated in the process.

President Kronenberg acknowledged Andrea Bailey and Chevron's generous support and participation in the process for development of the plan. She remarked that the Steering Committee was made up of an extraordinary group of people from various levels of education, business and government. She said that she was impressed that the District has opportunity to fund this work.

**MOTION: Mr. Ramsey moved approval to accept the Strategic Plan Report. Ms. Merriweather seconded. A roll call vote was taken with Mr. Enos, Mr. Groves, Mr. Ramsey, Ms. Merriweather, and President Kronenberg voting yes, with no abstentions and no absences. Motion carried 5-0-0.**

**D.2 El Cerrito High School Stadium Project Award of Contract**

Mr. Fay reported that this award of contract was the final phase of a ten year master plan at the school. He detailed the bidding and asked the Board to approve the contract award to the lowest responsive, responsible bidder after the expiration of the protest period.

**Public Comment:**

Janet Duckart, Judd Goodman, James Erickson

**Board Comment:**

Mr. Ramsey had questions about the award of contract for the fire sprinkler components. Mr. Fay responded that he expected to be able to issue the notice of award by the close of business this week.

Mr. Abdalla addressed the timeline for the bid protest period and next steps for notice of award and notice to proceed. Mr. Abdalla also responded with information about the process.

Ms. Merriweather asked Mr. Abdalla about outreach to the El Cerrito community. Mr. Abdalla responded.

Mr. Groves spoke about varying views of Board Members and communication with Rockway Avenue neighbors. Mr. Abdalla provided clarification. Mr. Fay said he will provide a response with enhancements to communicate with the

El Cerrito neighbors. He elaborated as to how the construction team is managing communication with neighbors of the construction site.

**MOTION: Mr. Ramsey moved approve the El Cerrito High School Stadium Project Award of Contract. Mr. Groves seconded. Mr. Enos, Mr. Groves, Mr. Ramsey, Ms. Merriweather, and President Kronenberg voted yes, with no abstentions and no absences. Motion carried 5-0-0.**

**E. DISCUSSION ITEMS**

**E.1 Project Status Report**

Claire Din of BCA Architects provided updated information regarding the Downer playfield renovation project.

Mark Albertson of MA Architects reported on the renovation of the Richmond Swim Center on the Kennedy High School campus. He shared that the intent of the project was to correct defects of the building and mechanical features. Mr. John Bermuda of the City of Richmond explained staffing levels for the completed project with the Recreation and Parks Department developing pool programs for the facility.

Mr. Abdalla provided an update of other construction projects in the District.

**Public Comment:**

None

**Board Comment:**

Mr. Ramsey had questions about the Nystrom construction project.

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

Mr. Enos spoke about the strategic plan and keeping faith with the community.

Mr. Ramsey reported that he had an exciting visit with his daughter at Sarah Lawrence College over Parent Weekend. He thanked Dr. Harter, Mr. Greer, and Ms. Rashidchi for the response to the Office of Civil Rights regarding the development of the District's Sexual Harassment Statement. He also thanked voters for passing bond measures that support school health centers, surveillance cameras, and other vital resources for students.

Ms. Merriweather spoke about moving forward with implementation of the Strategic Plan. She thanked the consultants and everyone who helped to make possible.

Mr. Groves thanked staff for working so hard with all the processes – the strategic plan, and Common Core State Standards. He said he looked forward to continued collaboration.

President Kronenberg commended the hard work and noted that it will continue. She applauded everyone who worked on strategic plan.

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

Lovonya DeJean Middle School – November 20, 2013

**G. ADJOURNMENT**

President Kronenberg adjourned the meeting at 9:44 PM.

**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.8

**November 20, 2013**

**A. CLOSED SESSION**

**B. OPENING PROCEDURES**

President Kronenberg called the meeting to order at 5:45 P.M. The Board recessed into Closed Session.  
President Kronenberg called the Public Session to order at 6:31 P.M.

**B.1 Pledge of Allegiance**

President Kronenberg led the pledge of allegiance.

**B.2 Welcome and Meeting Procedures**

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

**B.3 Roll Call**

**Board Members Present:** Randall Enos, Todd Groves, Madeline Kronenberg, Elaine Merriweather, Charles Ramsey

**Staff Present:** Magdy Abdalla, Engineering Officer; Steve Collins, SELPA Director; Bill Fay, Associate Superintendent Operations; Luis Freese, Executive Director Maintenance / Operations; Marco Gonzales, Principal Downer Elementary, Wendell Greer, Associate Superintendent K-Adult Schools; Bruce Harter, Superintendent; Debbie Haynie, Executive Secretary; Keith Holtslander, Director of Facilities; Barbara Jellison, Director Food Services; Ken McDaniel, Maintenance Supervisor; Mary Phillips, Chief Technology Officer; Nia Rashidchi, Assistant Superintendent Educational Services; Reyna Touriel, Translator; Ken Whitemore, Assistant Superintendent Human Resources

**B.4 Presentation of Student Board Representative from Kennedy High School**

Ms. Kaylonii Bardell provided a report of activities at Kennedy High School.

**B.5 Report/Ratification of Closed Session**

None

**B.6 Agenda Review and Adoption**

**MOTION:** Mr. Ramsey moved approval of the agenda including tabling item F.2 until the December 11, 2013 meeting. Mr. Enos seconded. Mr. Enos, Mr. Groves, Ms. Merriweather, Mr. Ramsey, Student Representative Kaylonii Bardell (advisory vote only), and President Kronenberg voted yes, with no abstentions and no absences. Motion carried 5-0-0-0.

**B.7 Minutes:** October 23, 2013; November 6, 2013

**MOTION:** Mr. Ramsey moved approval of the Minutes of October 16, 2013 and November 6, 2013. Mr. Enos seconded. Mr. Enos, Mr. Groves, Ms. Merriweather, Mr. Ramsey, Student Representative Kaylonii Bardell (advisory vote only), and President Kronenberg voted yes, with no abstentions and no absences. Motion carried 5-0-0-0.

**B.8 WCCUSD Public Comment**

Alenny Lemas, Erika Valdez, Elizabeth Mora, Juana Albares

**C. BUSINESS ITEMS**

**C.1 Grants/Awards/Agreements**

**C.2 Acceptance of Donations**

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

**C.4 Summary of Payroll and Vendor Warrant Reports**

**C.5 Notice of Completions: Bids 1251612-04 Grant Elementary & 1341612-04 Lake Elementary**

**School Fire Alarm Modernization**

- C.6 **Routine Personnel Changes – Classified**
- C.7 **Certification of Athletic Coaches – Fall Sports**  
This item was pulled for separate action.
- C.8 **Approval of Common Core State Standards (CCSS) Implementation Funds Plan**
- C.9 **Ratification and Approval of Engineering Services Contracts**
- C.10 **Ratification and Approval of Negotiated Change Orders**
- C.11 **Approve Measure J and D 2010, Measure E 2012, Bond Program Budget Expenditure Authorization**

**Public Comment:**

Alex Aliferis

**Board Comment:**

Mr. Ramsey responded for clarification.

- C.12 **Acceptance of Contra Costa County Office of Education Annual Report for Williams Settlement Legislation**
- C.13 **Approval of Board Members Travel**

**MOTION:** Mr. Ramsey moved approval of Consent Items C.1 – C.6, and C.8 - C.13. Mr. Enos seconded. Mr. Enos, Mr. Groves, Ms. Merriweather, Mr. Ramsey, Student Representative Kaylonii Bardell (advisory vote only), and President Kronenberg voted yes, with no abstentions and no absences. Motion carried 5-0-0-0.

- C.7 **Certification of Athletic Coaches – Fall Sports**  
This item was pulled from the Consent calendar for a separate vote.

**MOTION:** Mr. Ramsey moved approval of Consent Item C.7. Mr. Enos seconded. A roll call vote was taken with Mr. Enos, Mr. Groves, Mr. Ramsey, Student Representative Kaylonii Bardell (advisory vote only), and President Kronenberg voting yes, with Ms. Merriweather abstaining, and no absences. Motion carried 4-0-1-0.

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

- D.1 **Performance by E. M. Downer’s Sound Minds Group**  
Principal Marco Gonzales introduced the 3<sup>rd</sup> grader student performers who take instruction in violin, cello, chorus and music theory through the Sound Minds program. He explained that the after school program includes literacy intervention or enrichment as well music instruction and theory. He provided the history of the program with the California Symphony. He introduced the teachers and students who then performed for the audience.

**Public Comment:**

None

**Board Comment:**

Board members commended the student performers and their teachers, sharing their appreciation.

- D.2 **Ed Fund Grant Awardees for 2013**  
Ms. Rashidchi introduced Ed Fund Executive Director Joel Mackey who shared information about this year’s grant award winners. In celebrating the 30<sup>th</sup> anniversary of the Ed Fund he said he was excited to continue the program with funding for important programs in schools. Mr. Mackey said the grantees proposals aligned with District’s strategic plan involving innovation and the whole child. The forty grantees selected will receive over \$30,000 in awards. Colleague Mr. Javonte McDonald shared information about some of the projects. Each grant award winner was acknowledged and presented with a certificate. Following is a list of the grant projects awarded this year:

Early Intervention Resources Plus	Examine, Explore, Excel through Learning at the Exploratorium
Writer Coach Connection	Exploring Our World Chrome Books in the Classroom
Community Alliance for Learning	The Yuck It Up Book Club
Bridge to College	Peer Parody Project
A Game, Moving Kids to Lead	Battle of the Books, Pinole Middle

Learning with No Boarders	Battle of the Books, Pinole Valley High
Achilles in the Classroom	Portola Arts
Lettuce Grow a Garden	A Gains, Moving Kids to Lead at Richmond
Kindergarteners Love Slime	Enhancing Sensory Motor Development in pre-K Special Education
Bat Encounter	Speech Generating Device for Students with Exceptional Needs
Bringing Fossils to Life	Yosemite Environmental Living Program
Fighting Obesity and Improving Academic Performance Through PE	Camp Arroyo 6 <sup>th</sup> Graders
Herb and Dishes, A Product Marketing Model	Teaching Basic Food Preparation, Use of Utensils
Eat Well	Watch Us Grow, Young Naturalists
Inspiring Culturally Through Literacy	Anti-bully Machine
Responsive Literature	Verde Multicultural Day
Wyman STEM Circle	Wildlife Habitat Garden
Escape Club	Special Education Classroom Enrichment Project
Supporting Middle Schools Students to Graduate High School	Building Character Through Literacy
STEM on Wheels, Mobile Science Cart for Outdoor Classroom	Many Robotics
Owning the Bay or How to Sell Through Life Using Science and Technology	

A photograph was taken with all award recipients and Board Members

**Public Comment:**

None

**Board Comment:**

None

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

Student Representative Kaylonii Bardell left the meeting for the evening.

**E.1 Standing Reports**

**Academic Subcommittee.** Ms. Rashidchi reported on the recent District Advisory meeting and the work done at DeAnza High School. Mr. Enos spoke of role of coaches and seeing teachers taking charge.

**Facilities Subcommittee.** Mr. Ramsey reported that the next meeting will be held December 10.

**Ivy League Connection.** Mr. Ramsey reported that fundraising is actively going on.

**Safety & School Climate.** Mr. Enos reported on the recent meeting where the group looked at initiatives and cultured behavior on campuses. He said that members of the community also attended and he praised their presentations. Ms. Merriweather remarked that there would be no December meeting. The next meeting is scheduled for January 7, 2014 with the location to be determined.

**Technology Advisory Committee.** Ms. Phillips reported on the last meeting where discussion included a one to one initiative, chrome books and learn pads. Discussion also included infrastructure needs and the need for an improved assessment system. Mr. Ramsey commented on the structure of the committee, suggesting it be modeled after the Facilities Subcommittee approving items for recommendation to the Board.

**Youth Commission.** Mr. Groves reported on the recent meeting at Helms Middle School where the group mapped out work for the coming year, set goals and engaged with peers. He said the next meeting is scheduled for December 16, 6:30 PM at Helms Middle School where discussion will include a better school culture.

**E.2 Superintendent's Report**

Superintendent Harter provided a report of activities in the District.

- E.3 In Memory of Members of the School Community**  
Superintendent Harter recognized contributions of members of the community who have passed away.

**Public Comment:**  
None

**Board Comment:**  
None

**F. ACTION ITEMS**

- F.1 Approval of Agreement with West Contra Costa Administrators Association (West Contra Costa Administrators Association / AB1200 Public Disclosure of Collective Bargaining Agreement with WCCAA)**

Mr. Whittemore asked the Board to accept the full contract negotiations started in 2012. He said this was done using the interest-based collaborative process.

President Kronenberg opened the public hearing.

**Public Comment:**  
None

President Kronenberg closed the public hearing.

**Board Comment:**  
None

**MOTION: Mr. Ramsey moved approval of the Collective Bargaining Agreement with WCCAA. Mr. Enos seconded. Mr. Enos, Mr. Groves, Ms. Merriweather, Mr. Ramsey, and President Kronenberg voted yes, with no abstentions and no absences. Motion carried 5-0-0-0.**

- F.2 Procurement Contract for Data Center and Wireless Infrastructure**

This item was tabled to a future meeting.

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

Superintendent Harter asked the Board to consider this opportunity to submit the name of a nominee.

**Public Comment:**  
None

**Board Comment:**  
Mr. Ramsey offered some background information.

Ms. Merriweather volunteered to submit her name as a nominee.

**MOTION: Mr. Ramsey moved approval of the Nomination of Elaine Merriweather for California School Boards Association (CSBA) Delegate Assembly. Mr. Enos seconded. Mr. Enos, Mr. Groves, Ms. Merriweather, Mr. Ramsey, and President Kronenberg voted yes, with no abstentions and no absences. Motion carried 5-0-0-0.**

**G. DISCUSSION ITEMS**

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

None

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

Mr. Ramsey asked Mr. Fay to look into the roof leaking at DeAnza High. He also asked for better understanding of surveillance systems and integration into bidding practices. Mr. Fay responded with information about the bidding

process. It was recommended to bring this back to the Facilities Subcommittee for further discussion. He concluded by wishing everyone a happy Thanksgiving and holiday season.

Mr. Enos wished everyone a happy holiday season and spoke about students returning after the holiday vacation to resume work on their grades.

Ms. Merriweather wished everyone a wonderful Thanksgiving. She said she the District has a lot to be thankful for. She remarked on her recent visit to Richmond High School where she saw African-American students and parents starting a Black Student Union.

Mr. Groves wished everyone happy holidays. He urged everyone to come back strong after the holidays with renewed commitment.

President Kronenberg wished the audience a happy Thanksgiving. She added that she had attended the funeral of a student who died last week. She said it brought to mind the importance to be thankful for everyday and how much she appreciates the people in her life.

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

Lovonya DeJean Middle School – December 11, 2013

**K. ADJOURNMENT**

President Kronenberg adjourned the meeting at 7:48 P.M.

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

BH:dh




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

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

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**To:** Board of Education

**Meeting Date:** December 11, 2013

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

**Agenda Item:** CI C.1

**Subject:** Grants/Awards/Agreements

**Background Information:** Formal action is requested from the Board of Education to accept the grants/awards/agreements, as detailed on the attached sheet dated December 11, 2013.

**Recommendation:** Recommend Approval

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

DISPOSITION BY BOARD OF EDUCATION

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

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

West Contra Costa Unified School District  
December 11, 2013 Board Meeting

GRANT / AWARD / AGREEMENT NOTIFICATIONS

Project Name	Project Amount for Budget Period	Funding Agency	Comments
Mathematics Coaching Consortium MCC Newark USD	\$5,000	Newark Unified School District	One Coach will participate in Mathematics Coaching PD
Resource # 9630	7/1/13 - 6/30/13		P14-00853

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:** December 11, 2013

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

**Agenda Item:** CI C.2

**Subject:** Acceptance of Donations

**Background Information:** The District has received donations as summarized on the attached sheet dated December 11, 2013. The estimated values for any non-cash donations (as indicated by an asterisk) are those provided by the donor. Staff recommends acceptance of these donations.

**Recommendation:** Recommend Approval

**Fiscal Impact:** As noted per donations summary.

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

West Contra Costa Unified School District  
 December 11, 2013 Board Meeting

<u>Donor Name</u>	<u>Description or Purpose</u>	<u>Estimated Value</u>	<u>Receiving School or Department</u>
Lola's Foundation	8 OptiPlex 755	*\$4,000.00	Grant Elementary
Target Take Charge Of Education	Materials and Supplies	\$606.75	Harding Elementary
Target Take Charge Of Education	Materials and Supplies	\$157.00	Madera Elementary
Target Take Charge Of Education	Materials and Supplies	\$242.92	Lovonya DeJean Middle
Save Mart Supermarket	Materials and Supplies	\$42.15	Portola Middle
Recycle America	Materials and Supplies	\$15.75	Cameron School
Mr. Mateo Sanchez	Materials and Supplies	\$67.30	Cameron School
Ms. S. Lynch	Campaign for the Community	\$100.00	Serra Adult
Mr. John Fiske Brown III	Campaign for the Community	\$100.00	Serra Adult
Mr. Michael T. Kikugawa	Campaign for the Community	\$100.00	Serra Adult
Ms. Cathy Gist	Campaign for the Community	\$100.00	Serra Adult
Pacific Service Credit Union	Campaign for the Community	\$900.00	Serra Adult

\*Estimated values for the non-cash donations are provided by the donor  
 Donation Précis 121113


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:** December 11, 2013

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

**Agenda Item:** CI C.3

**Subject:** Approval of Fund-Raising Activities

**Background Information:** The planned fund-raising events for the 2013-14 school year is summarized on the attached sheet dated December 11, 2013.

**Recommendation:** Recommend Approval

**Fiscal Impact:** Additional revenue for schools

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

Précis Form

West Contra Costa Unified School District  
 December 11, 2013 Board Meeting

APPROVAL OF FUND-RAISERS

<b>School</b>	<b>Fund-Raising Activity</b>	<b>Activity Sponsor</b>
Pinole Valley High	Sale of Key Chains	Senior Class of 2014
Pinole Valley High	Sale of Candy Cane and Small Bear	Class of 2015
Pinole Valley High	Sale of Holiday Spirit Grams	PVHS Cheer Squad Members
Pinole Valley High	Class will get 20% if Purchase for Showing Flyer at Yogurt Land	Class of 2017
Pinole Valley High	Sale of Jamba Juice	Class of 2017
Pinole Valley High	Sale of Holiday Singing Grams	PVHS Music Dept.
Pinole Valley High	Wrapping Gifts for Tips at Books Inc.	PVHS Music Dept.
Pinole Valley High	Performance of WCCUSD Retired Teachers Holiday Luncheon	PVHS Music Dept.
Pinole Valley High	Silent Auction	PVHS Music Dept.
Pinole Valley High	Food Fair	Class of 2015
Pinole Valley High	Penny and Bottle Drive	PVHS Track and Field Team

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:** December 11, 2013

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

**Agenda Item:** CI C.4

**Subject:** Contracted Services

**Background Information:** Permission is requested of the Board of Education to approve the following contracts for services as detailed on the attached sheets dated December 11, 2013.

**Recommendation:** Recommend Approval

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

DISPOSITION BY BOARD OF EDUCATION

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

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

West Contra Costa Unified School District  
 December 11, 2013 Board Meeting

CONTRACTED SERVICES

The following professional consultant services are recommended for approval.

<u>DEPARTMENT</u>	<u>DATE OF SERVICE</u>	<u>CONSULTANT NAME</u>	<u>COST &amp; FUNDING</u>	<u>PURPOSE</u>
Curriculum-Federal Project	8/1/13 Thru 6/30/14	Bay Area Community Resources 1000001133	\$157,799 Safe and Supportive Schools	Increase existing \$45,000 contract to complete services for the 2013-14 school year. Provide programming to address the need to have a safe a supportive school climate through one-on-one and group support. Topics including: Bullying, healthy relationships, substance use, mental health services and youth development. The S3 coordinator, Mental Health Services Coordinator, Restorative Justice Coordinator and Youth Development Outreach Worker are responsible for oversight and implementation of the S3 grant activities and programming at Hercules High School.
Business Services	12/11/2013 Thru 6/30/14	Fagan Freidman Fulfrost 1000001040	\$150,000 General Fund - Special Ed	Increase to cover additional legal expenses to provide legal advice and services relating to but not limited to General Legal matters and Special Education matters.
Associate Superintendent K-12	10/1/13 Thru 9/30/14	East Bay Center for the Performing Arts	\$334,000 Learning without borders	The district proposes to work with the East Bay Center for Performing Arts, its long-term Learning Without Borders (LOWB) project partner, to offer the professional development program to 62 teachers over three years and expand arts integrations to include a focus on the core academic content of Mathematics. The project will enhance local capacity by enlarging the professional community of WCCUSD educators using an arts integration approach in the classroom. The goal is to create a replicable arts-integrated teaching and learning model throughout the District's Elementary Schools.
Educational Services	12/2/13 Thru 6/30/14	Super Achievement	\$55,800 Title II	Increase existing \$49,500 contract to provide additional professional development days to the 14 focus schools, on-site coaching and support in implementing their action plans. To provide training and help in implementing emotional competence to help create and maintain a positive school climate; providing strategies for: diffusing parents, staff, and students who are angry, how to make the school day less stressful, better time-management, motivating students, eliminating cognitive blocks to effective teaching and learning; providing culturally responsive engagement strategies, differentiation strategies, removing psychological limitations to getting the best results possible with existing school programs. Also help address issues that arise as a result of implementation of such strategies.



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:** December 11, 2013

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

**Agenda Item:** CI C.5

**Subject:** Summary of Payroll and Vendor Warrant Reports

**Background Information:** Attached are the summaries of Payroll and Vendor Warrants issued during the month of November 2013.

Total of payroll warrants (November 2013): \$ 9,822,208.24

Total of vendor warrants (November 2013): \$ 23,742,496.00

**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 : November 2013

Payrolls	Warrant From	Numbers To	Total Warrants Current	Total Warrants Previous	Total Warrants To Date
Variable	672395	673332	558,503.98	1,950,045.00	2,508,548.98
Regular	673333	673933	1,360,032.73	4,708,749.00	6,068,781.73
Special				232,768.00	232,768.00
Variable EFT	406849	408459	838,344.25	4,262,812.00	5,101,156.25
Regular EFT	408460	410852	7,035,045.56	21,762,772.00	28,797,817.56
Special EFT				-	-
Typed	297765	297785	20,177.65	86,436.00	106,613.65
BENEFITS				-	-
Cancelled	Various	Various	10,104.07	(64,355.00)	(54,250.93)
<b>Totals</b>			<b>9,822,208.24</b>	<b>32,939,227.00</b>	<b>42,761,435.24</b>

Salary detail is available in the Payroll office upon request.

  
 Vincent Morales, Payroll Supervisor

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT  
WEEKLY VENDOR WARRANT REPORT

2013-2014

PAYMENT

PAGE-1

DATE: November 5, 2013

FUND#	FUND DESCRIPTION	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL	522,114	10,708,296	11,230,410
7706	CAFETERIA	212,900	1,486,189	1,699,089
7707	CHILD DEVELOPMENT	132	5,660	5,792
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY	25,500	412,250	437,750
7710	BUILDING	1,431,881	23,798,339	25,230,220
7711	CAPITAL FACILITIES	900	21,282	22,182
7712	SELF INSURANCE PROPERTY & LIABILITY	167	1,564,098	1,564,265
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	4,703	136,335	141,038
7770	ADULT EDUCATION	5,900	40,075	45,975
7785	DEFERRED MAINTENANCE		0	0
7790	BOND INTEREST & REDEMPTN		0	0
7701	PAYROLL REVOLVING	3,600,840	35,964,321	39,565,161
	TOTALS	5,805,037	74,136,845	79,941,882

*Christine E. Lee*  
Prepared By

*J. Lamm*  
Accounting Supervisor

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT  
WEEKLY VENDOR WARRANT REPORT

2013-2014

PAYMENT

DATE: November 13, 2013

PAGE-2

FUND#	FUND DESCRIPTION	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL	1,766,997	11,230,410	12,997,407
7706	CAFETERIA	410,633	1,699,089	2,109,722
7707	CHILD DEVELOPMENT	8	5,792	5,800
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY	30,974	437,750	468,724
7710	BUILDING	2,336,144	25,230,220	27,566,364
7711	CAPITAL FACILITIES	1,080	22,182	23,262
7712	SELF INSURANCE PROPERTY & LIABILITY	130	1,564,265	1,564,395
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		141,038	141,038
7770	ADULT EDUCATION	11,298	45,975	57,273
7785	DEFERRED MAINTENANCE		0	0
7790	BOND INTEREST & REDEMPN		0	0
7701	PAYROLL REVOLVING	2,646	39,565,161	39,567,807
	TOTALS	4,559,910	79,941,882	84,501,792

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT  
WEEKLY VENDOR WARRANT REPORT

2013-2014

PAYMENT

DATE: November 18, 2013

PAGE-3

FUND#	FUND DESCRIPTION	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL	1,175,042	12,997,407	14,172,449
7706	CAFETERIA	98,649	2,109,722	2,208,371
7707	CHILD DEVELOPMENT	1,079	5,800	6,879
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY	22,976	468,724	491,700
7710	BUILDING	428,288	27,566,364	27,994,652
7711	CAPITAL FACILITIES		23,262	23,262
7712	SELF INSURANCE PROPERTY & LIABILITY		1,564,395	1,564,395
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		141,038	141,038
7770	ADULT EDUCATION	19,940	57,273	77,213
7785	DEFERRED MAINTENANCE		0	0
7790	BOND INTEREST & REDEMPTN		0	0
7701	PAYROLL REVOLVING		39,567,807	39,567,807
	TOTALS	1,745,974	84,501,792	86,247,766

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT  
WEEKLY VENDOR WARRANT REPORT

2013-2014

PAYMENT

DATE: November 26, 2013

PAGE-4

FUND#	FUND DESCRIPTION	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL	2,259,765	14,172,449	16,432,214
7706	CAFETERIA	150,049	2,208,371	2,358,420
7707	CHILD DEVELOPMENT		6,879	6,879
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY	82,946	491,700	574,646
7710	BUILDING	1,981,777	27,994,652	29,976,429
7711	CAPITAL FACILITIES	7,639	23,262	30,901
7712	SELF INSURANCE PROPERTY & LIABILITY		1,564,395	1,564,395
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	2,671	0	2,671
7744	RETIREE BENEFITS		141,038	141,038
7770	ADULT EDUCATION	10,960	77,213	88,173
7785	DEFERRED MAINTENANCE		0	0
7790	BOND INTEREST & REDEMPTN		0	0
7701	PAYROLL REVOLVING	1,494,024	39,567,807	41,061,831
	TOTALS	5,989,831	86,247,766	92,237,597

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT  
WEEKLY VENDOR WARRANT REPORT

2013-2014

PAYMENT

PAGE-5

DATE: November 8, 2013

FUND#	FUND DESCRIPTION	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL		16,432,214	16,432,214
7706	CAFETERIA		2,358,420	2,358,420
7707	CHILD DEVELOPMENT		6,879	6,879
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY		574,646	574,646
7710	BUILDING		29,976,429	29,976,429
7711	CAPITAL FACILITIES		30,901	30,901
7712	SELF INSURANCE PROPERTY & LIABILITY		1,564,395	1,564,395
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		2,671	2,671
7744	RETIREE BENEFITS		141,038	141,038
7770	ADULT EDUCATION		88,173	88,173
7785	DEFERRED MAINTENANCE		0	0
7790	BOND INTEREST & REDEMPTN		0	0
7701	PAYROLL REVOLVING	970,049	41,061,831	42,031,880
	TOTALS	970,049	92,237,597	93,207,646

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT  
WEEKLY VENDOR WARRANT REPORT

2013-2014

PAYMENT

PAGE-6

DATE: November 27, 2013

FUND#	FUND DESCRIPTION	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL		16,432,214	16,432,214
7706	CAFETERIA		2,358,420	2,358,420
7707	CHILD DEVELOPMENT		6,879	6,879
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY		574,646	574,646
7710	BUILDING		29,976,429	29,976,429
7711	CAPITAL FACILITIES		30,901	30,901
7712	SELF INSURANCE PROPERTY & LIABILITY		1,564,395	1,564,395
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		2,671	2,671
7744	RETIREE BENEFITS		141,038	141,038
7770	ADULT EDUCATION		88,173	88,173
7785	DEFERRED MAINTENANCE		0	0
7790	BOND INTEREST & REDEMPTN		0	0
7701	PAYROLL REVOLVING	4,671,695	42,031,880	46,703,575
	TOTALS	4,671,695	93,207,646	97,879,341



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:** December 11, 2013

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

**Agenda Item:** CI C.6

**Subject:** Notice of Completion: Bid 1151202-04 Dover Elementary School MPR Demolition and Site Improvements.

**Background Information:**

Substantial completion notice has been received for: Bid 1151202-04.

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

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

V.E.M. General Engineering, Inc. Bid 1151202-04 Dover Elementary School MPR Demolition and Site Improvements.

**Recommendation:** Recommend approval of this notice of completion.

**Fiscal Impact:** None.

DISPOSITION BY BOARD OF EDUCATION

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

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

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## NOTICE OF COMPLETION

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

Notice is hereby given that:

1. The undersigned is owner of the property hereinafter described:
2. The full name of the owner is: Governing Board, West Contra Costa Unified School District.
3. The full address of the owner is: 1108 Bissell Avenue, Richmond, Calif. 94801.
4. A work of improvement on the property hereinafter described was completed and accepted on December 11, 2013.
5. The work done was: Project 1151202-04 Dover ES MPR Demolition and Site Improvements.
6. The name and address of the contractor for such work of improvement was V.E.M. General Engineering, Inc. 23520 Foley Street, Unit C, Hayward, CA 94545 Date of Contract: July 17, 2013.
7. The name of the Bonding Company that provided Surety for said contractor relative to work to be performed is: North American Specialty Insurance Company.
8. The property on which said work of improvement was completed is located within the West Contra Costa Unified School District, County of Contra Costa, State of California, and is described and located as follows: Dover ES, 1870 - 19<sup>th</sup> St., San Pablo, CA 94806

Dated: December 11, 2013

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

## VERIFICATION

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

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

Executed on December 11, 2013, at Richmond, California.

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

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:** December 11, 2013

**From:** Bruce Harter  
Superintendent

**Agenda Item:** CI C.7

**Subject:** Resolution No. 45-1314: Certificate of Signatures

**Background Information:** School districts are required to hold an annual organizational meeting in December to adopt a new Certification of Signatures Resolution. The effective period of the resolution should be the date of the date of the organizational meeting.

**Recommendation:** Recommend Approval

**Fiscal Impact:** None

DISPOSITION BY BOARD OF EDUCATION

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

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

Approved \_\_\_\_\_

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

Tabled \_\_\_\_\_

**West Contra Costa Unified School District**

**Resolution No. 45-1314**

**CERTIFICATE OF SIGNATURES**

Bruce Harter, Secretary to the Board of Education of the West Contra Costa Unified School District of Contra Costa County, California certifies that the signatures shown below are the verified signatures of the members of the governing board of the above-named school district (Column No.1). Verified signatures of person or persons authorized to sign orders drawn on the funds of the school district and Notices of Employment appear on Column No. 2. These certifications are made in accordance with the provisions of Education Code Sections below.\* If those authorized to sign orders as shown in Column 2 are unable to do so, the law requires the signatures of the majority of the governing board.

These approved signatures will be considered valid for the period of: December 11, 2013 to December 11, 2014.

Date of Board action: December 11, 2013

Signature \_\_\_\_\_  
*Secretary of the Board*

**Signatures of Members of Governing Board**

Signature: \_\_\_\_\_  
Typed: \_\_\_\_\_  
PRESIDENT of the Board of Trustees/Education

Signature: \_\_\_\_\_  
Typed: \_\_\_\_\_  
CLERK of the Board of Trustees/Education

Signature: \_\_\_\_\_  
Typed: Randall Enos  
MEMBER of the Board of Trustees/Education

Signature: \_\_\_\_\_  
Typed: Todd A. Groves  
MEMBER of the Board of Trustees/Education

Signature: \_\_\_\_\_  
Typed: Madeline Kronenberg  
MEMBER of the Board of Trustees/Education

Signature: \_\_\_\_\_  
Typed: Elaine Merriweather  
MEMBER of the Board of Trustees/Education

Signature: \_\_\_\_\_  
Typed: Charles T. Ramsey  
MEMBER of the Board of Trustees/Education

**Signatures of Personnel and/or Members of the Governing Board authorized to Sign Warrants, Orders for Salary Payment, Notice of Employment, and Contracts.**

Signature: \_\_\_\_\_  
Typed: Bruce Harter  
Title: Superintendent

Signature: \_\_\_\_\_  
Typed: Sheri Gamba  
Title: Associate Superintendent

Signature: \_\_\_\_\_  
Typed: Daniela Parasidis  
Title: Director, Business Services

Signature: \_\_\_\_\_  
Typed: Cheryl Cotton  
Title: Director Human Resources, Certificated

Signature: \_\_\_\_\_  
Typed: \_\_\_\_\_  
Title: \_\_\_\_\_

Signature: \_\_\_\_\_  
Typed: \_\_\_\_\_  
Title: \_\_\_\_\_

Signature: \_\_\_\_\_  
Typed: \_\_\_\_\_  
Title: \_\_\_\_\_

If the Board has given special instructions for signing warrants or orders, please attach a copy of the resolution to this form.

**NOTE: Please TYPE name under signature.**

Number of Signatures District Requires:

**Order of Salary Payment	
On "A" Warrants - Payroll	<u>1</u>
On "B" Warrants - Accts Payable	<u>1</u>
On Notice of Employment	<u>1</u>
On Contracts	<u>1</u>

\*K-12 Districts 42632, 42633, 44843

\*\*States how many signatures are required for warrant batch approval.

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:** December 11, 2013  
**From:** Bruce Harter **Agenda Item:** CI C.8  
Superintendent  
**Subject:** Modification of Requirement for Volunteer Tuberculosis Testing

**Background Information:**

It has been a longstanding practice in WCCUSD to require parents and other volunteers to submit the results of tuberculosis testing as a component of the full access to volunteer duties in schools and on field trips. A recent letter from Dr. Wendel Brunner, Contra Costa County Director of Public Health, recommends that it is neither required by law nor part of best medical practices to require that all volunteers have TB tests. While testing continues to be required by statute for employees, the law is silent on the requirement to test volunteers.

**Recommendation:**

Modify Board Policy 1240 to remove the reference to tuberculosis testing as part of the requirements for volunteering in WCCUSD.

**Fiscal Impact:** None

DISPOSITION BY BOARD OF EDUCATION

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

# West Contra Costa USD

## Board Policy

### Volunteer Assistance

BP 1240

### Community Relations

The Governing Board encourages parents/guardians and other members of the community to share their time, knowledge and abilities with students. Volunteer assistance in schools enriches the educational program, enhances supervision of students and contributes to school safety while strengthening the schools' relationships with the community. The Board also encourages community members to serve as mentors providing support and motivation to students.

The Superintendent or designee shall establish procedures to protect the safety of students and adults. These procedures shall include laws related to ~~tuberculosis testing~~, fingerprinting and criminal record checks.

Volunteers shall act in accordance with district policies, regulations and school rules. At their discretion, employees who supervise volunteers may ask any volunteer who violates school rules to leave the campus. Employees also may confer with the principal or designee regarding any such volunteers. The Superintendent or designee shall be responsible for investigating and resolving complaints regarding volunteers.

Volunteer maintenance work shall be limited to those projects that do not replace the normal maintenance duties of classified staff. The Board nevertheless encourages volunteers to work on short-term projects to the extent that they enhance the classroom or school, do not significantly increase maintenance workloads and comply with employee commitments and contracts.

Volunteer aides shall not be used to assist certificated staff in performing teaching or administrative responsibilities in place of regularly authorized classified employees who have been laid off. (Education Code 35021)

The Board encourages principals to develop a means for recognizing the contributions of each school's volunteers.

#### Legal Reference:

#### EDUCATION CODE

35021 Volunteer aides

35021.1 Automated records check

44010 Sex offense; definition

44227.5 Classroom participation by college methodology faculty

44814-44815 Supervision of students during lunch and other nutrition periods

45125 Fingerprinting requirements

45340-45349 Instructional aides  
45360-45367 Teacher aides  
49406 Examination for tuberculosis  
GOVERNMENT CODE  
3100-3109 Oath or affirmation of allegiance  
3543.5 Prohibited interference with employees' rights  
HEALTH AND SAFETY CODE  
1596.871 Fingerprints of individuals in contact with child day care facility clients  
LABOR CODE  
3364.5 Persons performing voluntary services for school districts  
PENAL CODE  
290 Registration of sex offenders  
290.4 Information re sex offenders  
CODE OF REGULATIONS, TITLE 22  
101170 Criminal record clearance  
101216 Health screening, volunteers in child care centers  
UNITED STATES CODE, TITLE 20  
6319 Qualifications and duties of paraprofessionals, Title I programs  
ATTORNEY GENERAL OPINIONS  
62 Ops. Cal. Atty. Gen. 325 (1979)  
COURT DECISIONS  
Whisman Elementary School District, 15 Public Employee Reporter for California, 22043

Management Resources:

NATIONAL PTA PUBLICATIONS

National Standards for Parent/Family Involvement Programs, 1997

Building Successful Partnerships: A Guide for Developing Parent and Family Involvement Programs, 2000

WEB SITES

California PTA: <http://www.capta.org>

National PTA: <http://www.pta.org>

California Partners in Education: <http://www.capie.org>

National Coalition for Parent Involvement in Education: <http://www.ncpie.org>

U.S. Department of Education, Partnership for Family Involvement in Education:  
<http://pfie.ed.gov>

CDE: <http://www.cde.ca.gov>

California Department of Justice, Megan's Law mapping: <http://www.meganslaw.ca.gov>

Policy WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

adopted: November 7, 2007 Richmond, California

revised:

WILLIAM B. WALKER, M.D.  
HEALTH SERVICES DIRECTOR

WENDEL BRUNNER, M.D.  
DIRECTOR OF PUBLIC HEALTH



CONTRA COSTA  
PUBLIC HEALTH  
COMMUNICABLE DISEASE  
PROGRAMS  
597 CENTER AVENUE, SUITE 200-A  
MARTINEZ, CALIFORNIA 94553  
PH (925) 313-6740  
FAX (925) 313-6465  
WWW.CCHEALTH.ORG

November 13, 2013

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

Dear Mr. Harter,

Due to the recent shortage of tuberculin skin testing (TST) solution, we have received many inquiries regarding clarification of the statutory requirements for tuberculosis (TB) testing of public school volunteers. In the California Education Code and the Health and Safety Code, there are requirements for tuberculosis (TB) testing of both private and public school staff, and of volunteers at private schools. However, California law does not specifically address or require TB testing of volunteers of public school districts.

Because school volunteers are generally considered as a group to be low risk for tuberculosis disease, Contra Costa Public Health would NOT recommend TB testing of public school volunteers but instead suggests implementing a strategy of risk-based TB screening and targeted testing for public school volunteers. This would consist of a TB risk assessment questionnaire being administered to volunteers upon volunteer assignment and TB testing based on the results of this risk assessment. A sample TB Risk Assessment Questionnaire is enclosed.

In general, as rates of TB have declined in the United States, the strategy for preventing TB disease has shifted from universal TB testing to targeted testing; i.e., limiting testing to only those at highest risk of having TB and offering treatment to those found to be infected. The Centers for Disease Control and Prevention as well as the California Department of Public Health and Contra Costa Public Health recommend this strategy as a cornerstone of TB prevention and control. Targeted testing specifically excludes from testing those persons thought to be at low risk for TB infection due to the possibility of false positive results (expected to be approximately 4% in a low risk population).

The California Tuberculosis Controllers Association (CTCA) Position on TB Examination of School Employees and Volunteers contains a thorough analysis of the rationale for discontinuing universal testing of school employees and volunteers, and can be found at:  
[http://www.ctca.org/fileLibrary/file\\_429.pdf](http://www.ctca.org/fileLibrary/file_429.pdf).

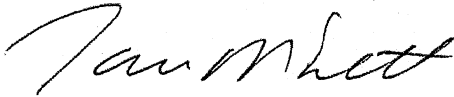




Page 2  
Mr. Bruce Harter  
November 13, 2013

We hope you find this information helpful. Please contact me or Wendy Malone, TB Controller, with any questions at 925-313-6740.

Sincerely,

A handwritten signature in black ink, appearing to read "Louise McNitt". The signature is fluid and cursive, written in a professional style.

Louise McNitt, MD, MPH  
TB Medical Consultant

Enclosure

cc: Peggy Marshburn, County Office of Education

WILLIAM B. WALKER, M.D.  
HEALTH SERVICES DIRECTOR

WENDEL BRUNNER, M.D.  
DIRECTOR OF PUBLIC HEALTH



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## TB Risk Assessment Questionnaire

Have you ever had a positive skin test or blood test for tuberculosis (TB)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Have you ever had close contact with anyone who was sick with TB?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Were you born in a country with high rates of TB (Asia, Africa, Eastern Europe, Latin America)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Have you traveled to a country with high rates of TB (Asia, Africa, Eastern Europe, Latin America) and stayed for more than one month?	<input type="checkbox"/> Yes <input type="checkbox"/> No

If you answered yes to any of the above questions, Contra Costa Public Health recommends that you be tested for TB infection with either a TB skin test or blood test. If your test for TB infection is positive or if you have had a positive test in the past, you will need a chest x-ray and a medical evaluation.



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:** December 11, 2013

**From:** Kenneth L. Whittemore, *(KW)* **Agenda Item:** CI C.9  
Assistant Superintendent Human Resources

**Subject:** Approve the following new job descriptions:

Early Learning, Preschool, Instructional Assistant  
Early Learning, Transitional Kindergarten (TK), Instructional Assistant – Bilingual  
Early Learning, Transitional Kindergarten (TK), Instructional Assistant  
Early Learning, Preschool, Instructional Assistant - Bilingual

**Background Information:** These are new job classifications, which provide for specific job descriptions to work in the district's Transitional Kindergarten (TK) and Preschool Program classrooms. There are new state mandates that require the district to utilize Desired Results Developmental Profile (DRDP) assessments to create a high quality program. Research shows that DRDP, which equates to a high quality program, students are more successful in school, they have lower dropout rates and are better readers. These new classifications are required to have Early Childhood Education (ECE) unites to meet state mandates and better meet the needs of these early learners, which also includes a bilingual component. Some of the new tasks, duties and responsibilities are as follows:

- Assists with Desired Results School Readiness assessment tools, gathering student data, observations, writing observation notes, Environmental Rating Scale (ECERS) and creating effective learning spaces for students.
- Utilize specialized skills learned in this classification for the care, supervision and teaching of preschool students
- Assists instructional staff with the development and presentation of learning activities and instruction for preschool age children.

**Recommendation:** Approve.

**Fiscal Impact:** \$94,222 General Fund (TK); \$264,450 Categorical (PreK)

**DISPOSITION BY BOARD OF EDUCATION**

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

## WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

### EARLY LEARNING, PRESCHOOL, INSTRUCTIONAL ASSISTANT

#### **PRIMARY FUNCTIONS:**

Under supervision, perform paraprofessional instructional activities as directed by a teacher in the Preschool Program; perform general clerical duties as related to the Early Learning Preschool Program; utilize specialized skills learned in this classification for the care, supervision and teaching of preschool students; and perform related tasks and duties as required.

#### **MAJOR DUTIES AND RESPONSIBILITIES:**

- Assists instructional staff with the development and presentation of learning activities and instruction for preschool age children.
- Reads to children and supervises them in all daily activities.
- Assists in the serving of lunch and snacks to children, which includes demonstrating and reinforcing good eating and communication habits.
- Assists children in personal hygiene needs, which includes washing of face and hands and use of toilet facilities.
- Supervises youngsters in the classroom, on the playground, in the halls and while arriving or leaving school.
- Assists with all greeting and dismissal activities of each class.
- Assists with opening and closing activities of each class.
- Leads small group activities in and outside of the classroom.
- Performs general clerical duties such as taking and recording daily attendance, phoning parents, daily lunch count and other required functions of the classroom.
- Performs general cleaning duties, which includes room cleanup, vacuuming, washing of instructional materials, wiping down of classroom equipment and changing sheets.
- Duplicates instructional materials and prepares bulletin board and other classroom displays.
- Assists with daily student activity set up and other items.
- Meets with teacher regularly to discuss the weekly program progress, challenges and needs.
- Assists with Desired Results School Readiness assessment tools, gathering student data, observations, writing observation notes, Environmental Rating Scale (ECERS) and creating effective learning spaces for students.
- Skills are required to perform multiple, non-technical tasks. Specific skills are required to satisfactorily perform the functions of the job include: adhering to safety practices; controlling and motivating students; preparing and maintaining accurate records.
- Participate, as required, in district staff development program and maintain necessary documentation of such participation.

## **QUALIFICATIONS:**

### **Knowledge of:**

- General concepts of child growth and development and child behavior characteristics
- State preschool compliance requirements, data gathering and reporting, or demonstrated ability to learn.
- Student observation skills.
- State Education Code and other federal, state and local laws, rules and regulations pertaining to the Early Learning Preschool Program.
- District, board policies, rules and regulations.
- Modern business practices and district authorized software to complete duties, tasks and responsibilities.
- Effective oral and written communication skills.

### **Ability to:**

- Responsibly supervise students in all phases of the program (indoor, outdoor, activities, curriculum, etc.)
- Work effectively with young students.
- Adhere to safety practices, control and motivate students and preparing and maintaining accurate records.
- Collaborate with district staff, consultants and other stakeholders in the Early Learning Preschool Community.
- Assist with parent meetings and training sessions.
- Work independently with little supervision.
- Understand and carry out verbal and written directions.
- Read and write English with sufficient comprehension to perform duties accurately and competently.
- Establish and maintain effective working relationships with staff and students.
- Work and communicate effectively and cooperatively with individuals from diverse backgrounds.

## **EDUCATION AND EXPERIENCE:**

### **Education:**

- High School Diploma, or equivalent; and
- Six (6) units Early Childhood Education, or demonstrated ability to complete necessary training within the district or at an accredited college/university; and
- Pass the district's Proficiency Exam, or possession of an AA or higher degree that demonstrates completion of sixty (60) semester units or ninety (90) quarter units from an accredited college or university.

### **Experience:**

- Two (2) years successful, demonstrated experience working with preschool age children.

**PHYSICAL EFFORT / WORK ENVIRONMENT:**

**Environment:**

- Indoor environment.
- Classroom setting, working with students, carrying out educational activities and curriculum.

**Physical Abilities:**

Employees in this position must have/be able to:

- Hear and understand speech at normal levels and on the telephone with/without assistive devices.
- See, hear and speak with/without assistive devices sufficient to communicate effectively with others.
- Sit for extended periods of time with intermittent walking.
- Dexterity of hands and fingers to operate assigned office equipment.
- Bend at the waist.
- Ability to lift or team lift students up to forty (40) pounds.
- Reach overhead, above the shoulders and horizontally; grasp.
- Observe safe lifting and carrying practices.

**SALARY:**

Schedule: 10  
Salary Range: 44

Approved by the Human Resources Department \_\_\_\_\_  
Approved by the Board of Education \_\_\_\_\_

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

**EARLY LEARNING, TRANSITIONAL KINDERGARTEN (TK),  
INSTRUCTIONAL ASSISTANT - BILINGUAL**

**PRIMARY FUNCTIONS:**

Under supervision, perform paraprofessional instructional activities as directed by a teacher in the Transitional Kindergarten Program; perform general clerical duties as related to the Transitional Kindergarten Program; utilize specialized skills learned in this classification for the care, supervision and teaching of preschool students; and perform related tasks and duties as required.

**MAJOR DUTIES AND RESPONSIBILITIES:**

- Uses bilingual capabilities, verbally and in writing, to communicate effectively with students, parents and other stakeholders in the Early Learning Transitional Kindergarten Program.
- Assists instructional staff with the development and presentation of learning activities and instruction for preschool age children.
- Reads to children and supervises them in all daily activities.
- Assists in the serving of lunch and snacks to children, which includes demonstrating and reinforcing good eating and communication habits.
- Assists children in personal hygiene needs, which includes washing of face and hands and use of toilet facilities.
- Supervises youngsters in the classroom, on the playground, in the halls and while arriving or leaving school.
- Assists with all greeting and dismissal activities of each class.
- Assists with opening and closing activities of each class.
- Leads small group activities in and outside of the classroom.
- Performs general clerical duties such as taking and recording daily attendance, phoning parents, daily lunch count and other required functions of the classroom.
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- Assists with Desired Results School Readiness assessment tools, gathering student data, observations, writing observation notes and creating effective learning spaces for students.
- Skills are required to perform multiple, non-technical tasks. Specific skills are required to satisfactorily perform the functions of the job include: adhering to safety practices; controlling and motivating students; preparing and maintaining accurate records.
- Participate, as required, in district staff development program and maintain necessary documentation of such participation.

## **QUALIFICATIONS:**

### **Knowledge of:**

- General concepts of child growth and development and child behavior characteristics
- State preschool compliance requirements, data gathering and reporting, or demonstrated ability to learn.
- Student observation skills.
- State Education Code and other federal, state and local laws, rules and regulations pertaining to the Transitional Kindergarten Program.
- District board policies, rules and regulations.
- Modern business practices and district authorized software to complete duties, tasks and responsibilities.
- Effective oral and written communication skills.

### **Ability to:**

- Pass the district's bilingual certification required for this classification.
- Responsibly supervise students in all phases of the program (indoor, outdoor, activities, curriculum, etc.)
- Work effectively with young students.
- Adhere to safety practices, control and motivate students and preparing and maintaining accurate records.
- Collaborate with district staff, consultants and other stakeholders in the Early Learning Community.
- Assist with parent meetings and training sessions.
- Work independently with little supervision.
- Understand and carry out verbal and written directions.
- Read and write English with sufficient comprehension to perform duties accurately and competently.
- Establish and maintain effective working relationships with staff and students.
- Work and communicate effectively and cooperatively with individuals from diverse backgrounds.

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### **Experience:**

- Two (2) years successful, demonstrated experience working with preschool/kindergarten age children.



**PHYSICAL EFFORT / WORK ENVIRONMENT:**

**Environment:**

- Indoor environment.
- Classroom setting, working with students, carrying out educational activities and curriculum.

**Physical Abilities:**

Employees in this position must have/be able to:

- Hear and understand speech at normal levels and on the telephone with/without assistive devices.
- See, hear and speak with/without assistive devices sufficient to communicate effectively with others.
- Sit for extended periods of time with intermittent walking.
- Dexterity of hands and fingers to operate assigned office equipment.
- Bend at the waist.
- Ability to lift or team-lift students up to fifty (50) pounds.
- Reach overhead, above the shoulders and horizontally; grasp.
- Observe safe lifting and carrying practices.

**SALARY:**

Schedule: 10  
Salary Range: 45

Approved by the Human Resources Department \_\_\_\_\_  
Approved by the Board of Education \_\_\_\_\_

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

**EARLY LEARNING, TRANSITIONAL KINDERGARTEN (TK),  
INSTRUCTIONAL ASSISTANT**

**PRIMARY FUNCTIONS:**

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- Bend at the waist.
- Ability to lift or team lift students up to fifty (50) pounds.
- Reach overhead, above the shoulders and horizontally; grasp.
- Observe safe lifting and carrying practices.

**SALARY:**

Schedule: 10  
Salary Range: 44

Approved by the Human Resources Department \_\_\_\_\_  
Approved by the Board of Education \_\_\_\_\_

## WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

### **EARLY LEARNING, PRESCHOOL, INSTRUCTIONAL ASSISTANT - BILINGUAL**

#### **PRIMARY FUNCTIONS:**

Under supervision, perform paraprofessional instructional activities as directed by a teacher in the Preschool Program; perform general clerical duties as related to the Early Learning Preschool Program; utilize specialized skills learned in this classification for the care, supervision and teaching of preschool students; and perform related tasks and duties as required.

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- Skills are required to perform multiple, non-technical tasks. Specific skills are required to satisfactorily perform the functions of the job include: adhering to safety practices; controlling and motivating students; preparing and maintaining accurate records.
- Participates, as required, in district staff development program and maintain necessary documentation of such participation.

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### **Knowledge of:**

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- District, board policies, rules and regulations.
- Modern business practices and district authorized software to complete duties, tasks and responsibilities.
- Effective oral and written communication skills.

### **Ability to:**

- Pass the district's bilingual certification required for this classification.
- Responsibly supervise students in all phases of the program (indoor, outdoor, activities, curriculum, etc.)
- Work effectively with young students.
- Adhere to safety practices, control and motivate students and preparing and maintaining accurate records.
- Collaborate with district staff, consultants and other stakeholders in the Early Learning Preschool Community.
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- Work independently with little supervision.
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- Pass the district's Proficiency Exam, or possession of an AA or higher degree that demonstrates completion of sixty (60) semester units or ninety (90) quarter units from an accredited college or university.

### **Experience:**

- Two (2) years successful, demonstrated experience working with preschool age children.

**PHYSICAL EFFORT / WORK ENVIRONMENT:**

**Environment:**

- Indoor environment.
- Classroom setting, working with students, carrying out educational activities and curriculum.

**Physical Abilities:**

Employees in this position must have/be able to:

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- See, hear and speak with/without assistive devices sufficient to communicate effectively with others.
- Sit for extended periods of time with intermittent walking.
- Dexterity of hands and fingers to operate assigned office equipment.
- Bend at the waist.
- Ability to lift or team-lift students up to forty (40) pounds.
- Reach overhead, above the shoulders and horizontally; grasp.
- Observe safe lifting and carrying practices.

**SALARY:**

Schedule: 10  
Salary Range: 45

Approved by the Human Resources Department \_\_\_\_\_  
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:** December 11, 2013  
**From:** Kenneth L. Whittemore, *(KW)* **Agenda Item:** CI C.10  
Assistant Superintendent Human Resources  
**Subject:** Approve the following new Job Description:

**Early Learning Community Worker**

**Background Information:** This is a new job classification, which replaces the prior job classification of Preschool Community Worker. The job description has evolved since 1983 in as this classification is responsible for assisting the coordination of the Early Learning programs, which includes being the key liaison for the district's growing Transitional Kindergarten (TK) and Preschool programs. This classification plays a much more instrumental role in identifying parents' and guardians' needs, providing guidance to them for available resources and support programs. Some of the new tasks, duties and responsibilities are as follows:

- Assists with registration of preschool children in the office, at school sites and in homes when necessary.
- Develops structure, agendas and support for the advisory committee to gather input and data for program needs.
- Assists with enrollment in the Early Learning program and commensurate data and report requirements.

**Recommendation:** Approve.

**Fiscal Impact:** There is no impact to the general fund. This position will replace the current position of Preschool Community Worker.

**DISPOSITION BY BOARD OF EDUCATION**

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



## **EARLY LEARNING COMMUNITY WORKER**

### **PRIMARY FUNCTION:**

Provides services to families and guardians regarding the preschool program; works with agencies and internal/external stakeholders to identify support programs, resources and other information for families and guardians; compiles data and pertinent information for mandated reports; develops, organizes and monitors parent activities and meetings for all participants in the preschool program; and perform related tasks and duties as required.

### **MAJOR DUTIES AND RESPONSIBILITIES:**

- Serves as key liaison worker between the Early Learning Department and the community.
- Assists with registration of preschool children in the office, at school sites and in homes when necessary.
- Assists in the dissemination of information to the Early Learning Department and early learning community.
- Works with families and guardians to provide support and guidance on educational needs of the students, which may include home visits.
- Attends training sessions and workshops to learn current state, federal and district requirements of the Early Learning Department.
- Develops structure, agendas and support for the advisory committee (currently the Parent Advisory Committee (PAC)) to gather input and data for program needs.
- Works with parents to coordinate site visits.
- Coordinates and supports the parent volunteer program.
- Works in preschool classrooms, as needed.
- Assists with enrollment in the Early Learning program and commensurate data and report requirements.
- Prepares letters, forms and other communications regarding the Early Learning Department for district distribution and external stakeholders.

### **QUALIFICATIONS:**

#### **Knowledge of:**

- Early Learning laws and regulations.
- Early Learning students' needs, staffing allocations and computer systems/programs.
- District calendars, departmental calendars and site calendars.
- Power School and other district designated student information systems.
- Effective skills in dealing with interpersonal relationships with students, families, guardians and the community.
- Modern business practices and district authorized software to complete duties, tasks and responsibilities.
- Effective oral and written communication skills.
- District and school policies, rules and regulations.

**Ability to:**

- Learn and assist in implementation of Early Learning assessment systems.
- Learn and assist in implementation of Early Learning technology systems, programs and software.
- Act immediately on issues or challenges from the sites to resolve the problem, which may include gathering information from multiple sources.
- Keep records and prepare related reports, which include district reports, state reports, general accounting paperwork for collected fees and other required documentation.
- Work effectively and cooperatively with individuals from diverse backgrounds.
- Work independently with little supervision.
- Evaluate and set priorities in a constantly changing environment.
- Understand and follow oral and written instructions.
- Create professional letters to parents, letters to external organizations and communications to school sites, staff and others.
- Communicate positively and effectively, orally and in writing, in a multicultural environment with district staff, patrons, parents, students, vendors and various community partners.
- Establish and maintain cooperative and effective working relationships with other staff and external organizations and agencies.
- Carry out oral and written directions; write and speak at a level sufficient to fulfill the duties to be performed for the position described.

**EDUCATION AND EXPERIENCE:****Education:**

- High school diploma or equivalent.
- A.A / A.S. in Early Childhood Education, preferred.
- Six (6) Early Childhood Education (ECE) units completed or documentation substantiating enrollment in required ECE units.

**Experience:**

- Demonstrated experience working with families as a paid volunteer or community worker.
- Demonstrated experience in creating publications for the learning community.
- Demonstrated high level of customer service with public.

**Licenses or Certificates Needed:**

- Possession of a valid California Driver's License. Candidates must provide (and maintain) official motor vehicle driving record, and proof of compliance with district safe driving standards. Failure to provide or to meet this requirement will result in disqualification regardless of any other qualification.
- Use of a personal automobile is required in the performance of the work.

**WORKING CONDITIONS:**

**Environment:**

- Indoor environment primarily, with some periodic travel within the district boundaries.
- Office setting with phones, computer work, customer contact, drop-ins and other communications.

**Physical Abilities:**

Employees in this position must have/be able to:

- Observe safe lifting and carrying practices.
- Walk, climb, stand, stoop, lift and carry sufficient to perform tasks.
- Hear and understand speech at normal levels and on the telephone with/without assistive devices.
- See, hear and speak with/without assistive devices sufficient to communicate effectively with others.
- Bend at the waist.
- Reach overhead, above the shoulders and horizontally; grasp.
- Sit for extended periods of time with intermittent walking.
- Dexterity of hands and fingers to operate office equipment.
- Drive and travel to various work and school sites.

**SALARY:**

Schedule: 5  
Salary Range: 52  
Work year/days: 12 months

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:** December 11, 2013  
**From:** Kenneth L. Whittemore, *(signature)* **Agenda Item:** CI C.11  
Assistant Superintendent Human Resources  
**Subject:** Approve the following new job description:

Special Education Assistant – Autistic Classroom

**Background Information:** This is a new job classification to the meet the needs of our Autism Spectrum Disorders (ASD) students in the preschool program and K through 6 classrooms. The current classifications in the Instructional Assistant and Special Education Assistant families have not been able to effectively work with these specialized students. These employees must participate in ongoing training and professional development to learn techniques, methodologies and assessments to best meet the needs of the students. Some of the vital tasks, duties and responsibilities are as follows:

- Works independently with students using Structured Teaching activities (TEACCH), Picture Exchange Communication System (PECS), Developmental Relationship Intervention (DRI), Applied Behavior Analysis (ABA) and other relevant methods, systems or strategies.
- Providing mainstreaming opportunities are implemented consistently while making sure all students are safe and active participants in the program.
- Collects data on student progress and Individualized Education Program (IEP) goals.

**Recommendation:** Approve.

**Fiscal Impact:** \$100,824 – Special Education

**DISPOSITION BY BOARD OF EDUCATION**

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

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

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

**SPECIAL EDUCATION ASSISTANT – AUTISTIC CLASSROOM**

**PRIMARY FUNCTIONS:**

Under supervision, assists teacher in carrying out an education program for students with autistic needs; provides intensive one-on-one and small group instruction to students with full range of Autistic Spectrum Disorders (ASD); and to perform related tasks and duties as required.

**MAJOR DUTIES AND RESPONSIBILITIES:**

- Works independently with students using Structured Teaching activities (TEACCH), Picture Exchange Communication System (PECS), Developmental Relationship Intervention (DRI), Applied Behavior Analysis (ABA) and other relevant methods, systems or strategies.
- Collects data on student progress and Individualized Education Program (IEP) goals.
- Organizes and maintains students' learning environment.
- Takes guidance from the classroom teacher, ASD Specialist, site administrator or certificated staff working in the classroom.
- Organizes and assists in preparation of instructional materials used in program.
- Assists in toilet training or toileting, which includes diaper changing.
- Loads and unloads children arriving or leaving school.
- Assists teachers with inventorying, storage and handling of instructional materials and equipment.
- Assists teacher with the instructional program in the classroom and supervision of students in the lunchroom and on the playground.
- Interacts professionally with parents and caregivers.
- Provides home instruction component, as necessary, under guidance of certificated staff.
- Assists in keeping the classroom neat, clean and safe.

**QUALIFICATIONS:**

**Knowledge of:**

- Working with preschool and K – 6 children with disabilities.
- Methodologies used in the education of ASD students, which includes PECS, TEACCH, DRI, ABA, etc. (training in all methodologies will be provided).
- IEP's and meeting IEP goals through required methodologies.
- Effective oral and written communication skills.

**Ability to:**

- Work with ASD children in the classroom, on the playground and participating in various school activities.
- Collect data on student progress and record data on appropriate Special Education forms.
- Maintain an effective learning environment for assigned student(s).
- Assist in toilet training, toileting and diapering.
- Assist in performing home instruction component, if needed.
- Understand and follow oral and written instructions.

- Communicate effectively both orally and in writing.
- Work without close supervision.
- Establish and maintain cooperative and effective working relationships with students, parents and staff.
- Carry out oral and written directions; write and speak at a level sufficient to fulfill the duties to be performed for the position described

**EDUCATION AND EXPERIENCE:**

**Education:**

- High school diploma or equivalent.

**Experience:**

- Demonstrated experience in working with preschool and K – 6 students with ASD.
- Knowledge of ASD methodologies used in the education of ASD students, which includes PECS, TEACCH, DRI, ABA and other current methodologies.

**Licenses or Certificates Needed:**

- Possession of a valid California Driver's License.

**PHYSICAL EFFORT / WORK ENVIRONMENT:**

**Environment:**

- Indoor/outdoor environment in a school setting (classrooms, playground, etc.)

**Physical Abilities:**

Employees in this position must have/be able to:

- Observe safe lifting and carrying practices.
- Hear and understand speech at normal levels and on the telephone with/without assistive devices.
- See, hear and speak with/without assistive devices sufficient to communicate effectively with others.
- Bend at the waist.
- Reach overhead, above the shoulders and horizontally; grasp.
- Sit for extended periods of time with intermittent walking.
- Dexterity of hands and fingers to operate assigned office equipment.
- Team-lift students with a shared load of approximately 75 pounds.

**SALARY:**

Schedule: 10

Salary Range: 54

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:** December 11, 2013  
**From:** Kenneth L. Whittemore, *KLW* **Agenda Item:** CI C.12  
Assistant Superintendent Human Resources  
**Subject:** Approve the following new job description:

**Facilities Maintenance Manager**

**Background Information:** At the request of the Maintenance and Operations Department a new job description was created, a Facilities and Maintenance Manager. This position is created to provide more direct supervision and allow for more efficiency in the Maintenance and Operations Department.

This position will supervise the daily operations, response and preventative maintenance of the district's maintenance and operations department. The job description being proposed takes into consideration the evolution of Districts current needs including but not limited to:

- Coordinating response to district alarm systems on a 24 hour basis
- Plans, organizes, directs, administers and oversees the maintenance, rehabilitation and functions of district facilities
- Coordinating district-wide projects and inspections
- Provide needed background and information to maintain the integrity of the district's safety program
- Insures District is in compliance with state and federal guidelines
- Provide training for staff
- Provides after hours support for emergencies and safety; and performs other related duties as assigned.

**Recommendation:** Approve.

**Fiscal Impact:** There is no impact to the general fund. This position will replace the current position of Manager of Building and Mechanic Maintenance.

**DISPOSITION BY BOARD OF EDUCATION**

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

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

## WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

### FACILITIES MAINTENANCE MANAGER

#### **PRIMARY FUNCTIONS:**

Under general direction, plans, organizes, directs, administers and oversees the maintenance, rehabilitation and alteration functions of district facilities; ensures efficient and cost effective departmental operations; plans, organizes, directs and oversees maintenance projects and state mandated programs; supervises and evaluates performance of assigned personnel; provides after hours support for emergencies and safety; and performs other related duties as assigned.

#### **MAJOR DUTIES AND RESPONSIBILITIES:**

- Provides 24 hour coverage and monitoring of district security and fire alarms.
- Plans, organizes, directs, administers and oversees the comprehensive facility maintenance program for the district in compliance with federal, state, county, and local laws, rules and regulations.
- Organizes, coordinates and directs activities related to facility maintenance and security functions as related to economic capacity, safety, effective communications, efficient use of district equipment and supplies.
- Continually screens and monitors appropriate appearance and condition of district buildings, grounds and vehicles.
- Oversees policies and procedures regarding work flows, work orders, supplies, equipment requirements, operational challenges and conflicts.
- Assists supervisors and other department personnel to solve existing problems and identify potential challenges as well as helping to determine future requirements of personnel, procurement of maintenance materials and other department supplies.
- Works with site administrators and contractors on school projects, which includes reviewing and assisting in making changes in plans and specifications.
- Reviews all invoices for accuracy and payment processing.
- Communicates effectively and regularly with district officials, site administrators and department personnel regarding district projects, facilities, staffing, etc.
- When necessary, communicates effectively with regulatory agencies, architects, contractors, vendors and other stakeholders concerning district facilities.
- Schedules, assigns and inspects work performed by district staff and work performed by vendors, contractors and other outside entities.
- Analyzes staffing workloads, staffing needs and departmental needs to make recommendations to management.
- Identifies, develops and implements short and long-term plans to meet departmental needs and priorities.
- Regularly communicates with the Fire Marshal, insurance carrier and safety inspector as it relates to inspection and compliance reporting to ensure that all items requiring repair or improvement are corrected in an expeditious manner.
- Attends and conducts a variety of meetings, conferences and training sessions related to assigned functions, which may include assigned personnel.



- Ensures compliance with federal, state, county and local health and safety regulations as it relates to equipment operation.
- Collects, analyzes and presents complex technical data, orally and in writing, for the purpose of identifying problems, evaluating alternative solutions, preparing recommendations and increasing efficiency and effectiveness of the district's maintenance department.
- Assists in the development, recommendation, and administration of the department budget for the purpose of ensuring services are delivered in conformance with district objectives and within budget parameters.
- Researches information from a variety of sources for the purpose of providing information for recommendations and decision making.
- Collaborates with district personnel for the purpose of implementing and maintaining services and/or programs.
- Attends meetings as assigned for the purpose of conveying and/or receiving information.
- Trains, directs, guides, coaches, evaluates, supports and disciplines assigned staff.
- Attends training workshops and professional development as directed.

### **QUALIFICATIONS:**

#### **Knowledge of:**

- Facility maintenance requirements for public school districts.
- Construction management, construction methods and project management.
- Laws, regulations, codes, requirements, materials, techniques and costs related to construction and building maintenance.
- Deferred maintenance regulations, procedures and requirements.
- Site surveys, needs assessments and ability to prioritize projects, maintenance and escalated requests.
- Public bid processes as it related to education.
- AHERA (Asbestos Hazard Emergency Response Act), IPM (Integrated Pest Management), storm water pollution prevention plans and Williams Act.
- OSHA regulations, health and safety regulations and other federal, state, county and local laws, rules, regulations and practices as they relate to health and safety.
- Asbestos abatement procedures, precautions and safety.
- Hazardous chemical and waste disposal methods, policies and procedures.
- Methods, practices, terminology and procedures used in skilled trades.
- Budgeting methods and practices for a public school district.
- Working cooperatively, efficiently and effectively with internal district departments and outside organizations.
- Applicable sections of California Education Code and other applicable laws, cases and precedents as it relates to contracts, construction, Williams Act and other related fields.
- Methods of project and process control, budgeting, and cost analysis and prediction.
- Techniques of supervision, training, coaching, conflict resolution and motivation of employees.
- Effective oral and written communication skills.
- School and district policies, rules and regulations.

**Ability to:**

- Develop and implement comprehensive maintenance projects.
- Analyze work methods, schedules, equipment and staffing levels to increase department efficiency and effectiveness .
- Prepare, monitor, adjust and control the department budget.
- Complete multiple priorities with short deadlines.
- Conduct and participate in meetings, conferences, professional development and other trainings.
- Compile data to prepare reports.
- Ensure compliance with safety practices and various federal, state, county and local code requirements.
- Develop, plan, and implement short and long term goals and objectives by analyzing and interpreting data in relation to current and future operational and maintenance requirements.
- Analyze and interpret technical materials, blueprints, shop drawing, sketches and problems to develop efficient and effective courses of action.
- Develop bid specifications, evaluate proposals and monitor/enforce contract compliance.
- Contributing effectively to the accomplishment of team or work unit goals, objectives and activities.
- Work effectively and efficiently without close supervision.
- Supervise and direct the work of others.
- Understand and carry out verbal and written directions.
- Read, write and speak English with sufficient comprehension to perform duties accurately and competently.
- Train, work effectively and work cooperatively with individuals from diverse backgrounds.
- Communicate positively and effectively, orally and in writing, with district staff, students and various community partners.

**EDUCATION AND EXPERIENCE:****Education:**

- Bachelor's Degree from an accredited college or university in Engineering, Business Management, Public Administration or a closely related field.

**Experience:**

- Five years of increasingly responsible experience in facility maintenance or experience in supervisory capacity in a facility maintenance environment. At district's discretion, experience in excess of the required five years' experience may be substituted for the bachelor's degree.
- Demonstrated project management skills and abilities.
- Demonstrated high level of successful customer service with public.

**Licenses or Certificates Needed:**

- Possession of a valid California Driver's License. Candidates must provide (and maintain) official motor vehicle driving record, and proof of compliance with district safe driving standards.

**PHYSICAL EFFORT / WORK ENVIRONMENT:**

**Environment:**

- Based on workload, extensive outdoor exposure and indoor office.
- Office setting with phones, computer work, customer contact, drop-ins and other communications.

**Physical Abilities:**

Employees in this position must have/be able to:

- Observe safe lifting and carrying practices.
- Walk, climb, stand, stoop, lift and carry sufficient to perform tasks.
- Hear and understand speech at normal levels and on the telephone with/without assistive devices.
- See, hear and speak with/without assistive devices sufficient to communicate effectively with others.
- Bend at the waist.
- Work with hazard or chemical based materials.
- Reach overhead, above the shoulders and horizontally; grasp.
- Sit for extended periods of time with intermittent walking.
- Dexterity of hands and fingers to use keyboard and office equipment.
- Drive and travel to various work and school sites.
- Occasionally lift and carry up to fifty (50) pounds for short distances.

**SALARY:**

Schedule: Management  
Salary Range: Index .90

Approved by the Human Resources Department  
Approved by the Board of Education \_\_\_\_\_.

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

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

**To:** Board of Education

**Meeting Date:** December 11, 2013

**From:** Mary Phillips  
Chief Technology Officer

**Agenda Item:** CI C.13

**Subject:** Procurement Contract for Data Center and Wireless Infrastructure

**Background Information:**

Under Public Contract Code Section 20118 (K-12) our District is able to utilize procurement contracts which have been publicly bid or negotiated for the use by other public entities. Through CDWG we will be utilizing National Joint Powers Alliance, and CalSave contracts for the procurement of a wireless infrastructure for 13 sites and head-end equipment to be used for the district's, email servers, Voice over IP communications and storage.

In March, 2013, The Board approved an ERATE contract to upgrade the wireless infrastructure for eleven of our ERATE eligible schools. These schools are: Downer, Ford, Nystrom, Peres, Verde, Harbour Way, Helms, King, Dover, Gompers and Kennedy. ERATE did not approve the funding and consequently these schools have not yet been upgraded. Coronado (temp campus), and Valley View were folded into the contract when it was determined that the equipment could be repurposed once Bond completes these sites. In addition, it was found that antiquated switches remain at DeJean, Grant, Lake, Lincoln and Richmond despite the recent wireless infrastructure upgrade as performed by AT&T earlier this year. Twelve switches are included in the Build of materials for this reason. The total cost of the project is \$2,144,461.56.

Competitive bids were sought for the data center piece of the project. The purpose of the data center is to serve as the "head-end" for 13 sites and equipment to be used for the district's email servers, Voice over IP communications and storage. Nine-hundred (900) VOIP phones are included for the purpose of standardizing all sites on the same communication (phone) system. The total cost for this part of the project is \$1,431,082.37.

**Recommendation:** Approve the NJPA contract for the procurement of wireless infrastructure and CalSave contract for the data center for the purpose of upgrading remaining sites with new switching, wireless technology and establishing a "head-end" for 13 sites and equipment to be used for the district's, email servers, Voice over IP communications and storage.

**Fiscal Impact:** \$3,575,543.93 Measure E 2012

**DISPOSITION BY BOARD OF EDUCATION**

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

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

Approved \_\_\_\_\_

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

Tabled \_\_\_\_\_

**Project Name: Common Core Site VOIP, and Wireless Projects**

**BOND Funds from Measure D- 2010 and Measure E- 2012**

<b>CDWG- NJPA Agreement #111309</b>	<b>\$2,056,901.86</b>
<b>Site Wireless:</b> Downer, Ford, Nystrom, Peres, Verde, Harbour Way, Helms, King, Dover, Gompers, Kennedy, Coronado, Valley View, and Head End Work.	
<b>CDW (CISCO) - CalSave Contract # 523868</b>	<b>\$1,046,594.97</b>
<b>Data Center &amp; Net Apps.</b>	
<b>CDW (CISCO) - CalSave Contract # 523868</b>	<b>\$89,250.00</b>
Prime Licensing & 8500 Upgrades	
<b>CDW (CISCO) - CalSave Contract # 523868</b>	<b>\$295,237.40</b>
<b>900 Site VOIP Phones</b> Alvarado, Cameron, Chavez, Collins, Crespi, Fairmont, Hanna Ranch, Highland, Lake, Middle College, Olinda, Portola, RHS, Serra, Shannon, Valley View, and Wilson.	
<b>CDW (CISCO) - CalSave Contract # 523868</b>	<b>\$87,559.70</b>
<b>Hardware (Switch Augmentation)</b>	

<b>Total \$</b>	<b>3,575,543.93</b>
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West Contra Costa Unified School District  
E-Rate Year 16  
E-Rate Spin # 143005588  
NJPA Agreement 111309



**Prepared by:**

Nacho Vega, Network Solutions Architect  
David Flinn, Mobility Solutions Architect  
Christopher Zingler, Executive Account Manager  
Mike Tomei, Account Manager  
Nick Young, Field Account Executive  
David Smith, Camguard Cabling



<u>WCCUSD E-Rate</u>	<u>Value:</u>
Downer	\$208,554.57
Ford	\$65,795.90
Nystrom	\$38,287.92
Peres	\$254,798.43
Verde	\$196,984.18
Harbour Way	\$71,895.62
Helms	\$137,110.46
King	\$64,019.79
Dover	\$72,618.61
Gompers	\$190,349.41
Kennedy	\$374,774.88
Coronado	\$192,244.83
Valley View	\$181,535.27
Head End Work	\$7,932.00
Total	\$2,056,901.86

**E-Rate Spin # 143005588**  
**NJPA Agreement 111309**

Part Number	Name	Vendor	Description	Unit Price	Final Price	Qty	Total Price	
<b>Downer</b>								
<b>AIR-3602I-AC-AK9</b>	<b>AIR-3602I-AC-AK9</b>	Cisco	3602I AP with 802.11ac Module for A Reg Domain	0.00	\$ -	6	\$ -	
AIR-AP-T-RAIL-R	AIR-AP-T-RAIL-R	Cisco	Ceiling Grid Clip for Aironet APs - Recessed Mount (Default)	Included	\$ -	6	\$ -	
SWAP3600-RCOVRY-	SWAP3600-RCOVRY-	Cisco	Cisco 3600 Series IOS WIRELESS LAN RECOVERY	Included	\$ -	6	\$ -	
AIR-AP-BRACKET-2	AIR-AP-BRACKET-2	Cisco	802.11n AP Universal Mounting Bracket	0.00	\$ -	6	\$ -	
AIR-CAP3602I-A-K9	AIR-CAP3602I-A-K9	Cisco	802.11n CAP w/CleanAir, 4x4:3SS; Mod; Int Ant; A Reg Domain	1,295.00	\$ 751.10	6	\$ 4,506.60	
AIR-RM3000AC-A-K9#	AIR-RM3000AC-A-K9#	Cisco	802.11ac Wave 1 Module for AP3600, A Reg Domain	300.00	\$ 174.00	6	\$ 1,044.00	
<b>AIR-3602I-AC-AK910</b>								
AIR-AP-T-RAIL-R	AIR-AP-T-RAIL-R	Cisco	Ceiling Grid Clip for Aironet APs - Recessed Mount (Default)	0.00	\$ -	3	\$ -	
AIR-CAP3602I-ABULK	AIR-CAP3602I-ABULK	Cisco	BCM Level AP3600I Bulk PID for A reg domain	Included	\$ -	30	\$ -	
AIR-RM3000AC-	AIR-RM3000AC-	Cisco		Included	\$ -	30	\$ -	
AIR-AP-BRACKET-2	AIR-AP-BRACKET-2	Cisco	Cisco 3600 Series IOS WIRELESS LAN RECOVERY	0.00	\$ -	30	\$ -	
AIR-CAP3602I-AK910	AIR-CAP3602I-AK910	Cisco		12,950.00	\$ 7,511.00	3	\$ 22,533.00	
AIR-	AIR-	Cisco		3,000.00	\$ 1,740.00	3	\$ 5,220.00	
SWAP3600-RCOVRY-	SWAP3600-RCOVRY-	Cisco		0.00	\$ -	3	\$ -	
<b>Networking\Downer\Admin MDF</b>								
<b>WS-C3850-48F-L</b>	<b>WS-C3850-48F-L</b>	Cisco	Cisco Catalyst 3850 48 Port Full PoE LAN Base	\$ 11,400.00	\$ 6,612.00	2	\$ 13,224.00	
PWR-C1-1100WAC	PWR-C1-1100WAC	Cisco	1100W AC Config 1 Power Supply	\$ -	\$ -	2	\$ -	
S3850UK9-32-0SE	S3850UK9-32-0SE	Cisco	CAT3850 UNIVERSAL	\$ -	\$ -	2	\$ -	
STACK-T1-50CM	STACK-T1-50CM	Cisco	50CM Type 1 Stacking Cable	\$ -	\$ -	2	\$ -	
C3850-NM-4-1G	C3850-NM-4-1G	Cisco	Cisco Catalyst 3850 4 x 1GE Network Module	\$ 500.00	\$ 290.00	2	\$ 580.00	
CAB-TA-NA	CAB-TA-NA	Cisco	North America AC Type A Power Cable	\$ -	\$ -	4	\$ -	
CON-SMBS-	CON-SMBS-WSC388FL	Cisco	SMBS 8X5XNBD Cisco Catalyst 3850 48 Port Full PoE LAN	\$ 376.00	\$ 229.36	8	\$ 1,834.88	
PWR-C1-1100WAC/2	PWR-C1-1100WAC/2	Cisco	1100W AC Config 1 Secondary Power Supply	\$ 1,500.00	\$ 870.00	2	\$ 1,740.00	
<b>WS-C4500X-16SFP+</b>								
WS-C4500X-16SFP+	WS-C4500X-16SFP+	Cisco	Catalyst 4500-X 16 Port 10G IP Base, Front-to-Back, No P/S	\$ 16,000.00	\$ 9,280.00	1	\$ 9,280.00	
C4KX-NM-BLANK	C4KX-NM-BLANK	Cisco	Catalyst 4500X Network Module Blank	Included	\$ -	1	\$ -	
C4500X-16P-IP-ES	C4500X-16P-IP-ES	Cisco	IP Base to Ent. Services license for 16 Port Catalyst 4500-X	\$ 4,000.00	\$ 2,320.00	1	\$ 2,320.00	
C4KX-PWR-750AC-R	C4KX-PWR-750AC-R	Cisco	Catalyst 4500X 750W AC front to back cooling power supply	\$ 2,000.00	\$ 1,160.00	1	\$ 1,160.00	
C4KX-PWR-750AC-R/2	C4KX-PWR-750AC-R/2	Cisco	Catalyst 4500X 750W AC front to back cooling 2nd PWR supply	\$ 2,000.00	\$ 1,160.00	1	\$ 1,160.00	
CAB-US515-C15-US	CAB-US515-C15-US	Cisco	NEMA 5-15 to IEC-C15 8R US	\$ -	\$ -	2	\$ -	
CON-SMT-WSC16SFX	CON-SMT-WSC16SFX	Cisco	SMARTNET 8X5XNBD Catalyst 4500-X 16 Port 10G IP Base, Fro	\$ 1,080.00	\$ 658.80	4	\$ 2,635.20	
GLC-SX-MMD	GLC-SX-MMD	Cisco	1000BASE-SX SFP transceiver module, MMF, 850nm, DOM	\$ 500.00	\$ 290.00	7	\$ 2,030.00	
S45XUK9-331-1511SG	S45XUK9-331-1511SG	Cisco	CAT4500-X Universal Crypto Image	\$ -	\$ -	1	\$ -	
SD-X45-2GB-E	SD-X45-2GB-E	Cisco	Catalyst 4500 2GB SD Memory Card for Sup7-E	\$ 500.00	\$ 290.00	1	\$ 290.00	
<b>Networking\Downer&gt;IDF 115</b>								
<b>WS-C3850-48F-L</b>	<b>WS-C3850-48F-L</b>	Cisco	Cisco Catalyst 3850 48 Port Full PoE LAN Base	11,400.00	\$ 6,612.00	4	\$ 26,448.00	
PWR-C1-1100WAC	PWR-C1-1100WAC	Cisco	1100W AC Config 1 Power Supply	Included	\$ -	4	\$ -	
S3850UK9-32-0SE	S3850UK9-32-0SE	Cisco	CAT3850 UNIVERSAL	Included	\$ -	4	\$ -	
STACK-T1-50CM	STACK-T1-50CM	Cisco	50CM Type 1 Stacking Cable	Included	\$ -	4	\$ -	
C3850-NM-4-1G	C3850-NM-4-1G	Cisco	Cisco Catalyst 3850 4 x 1GE Network Module	500.00	\$ 290.00	16	\$ 4,640.00	
CAB-TA-NA	CAB-TA-NA	Cisco	North America AC Type A Power Cable	0.00	\$ -	4	\$ -	
CON-SMBS-	CON-SMBS-WSC388FL	Cisco	SMBS 8X5XNBD Cisco Catalyst 3850 48 Port Full PoE LAN	376.00	\$ 229.36	16	\$ 3,669.76	
PWR-C1-1100WAC/2	PWR-C1-1100WAC/2	Cisco	1100W AC Config 1 Secondary Power Supply	1,500.00	\$ 870.00	4	\$ 3,480.00	
<b>Networking\Downer&gt;IDF 215</b>								
<b>WS-C3850-48F-L</b>	<b>WS-C3850-48F-L</b>	Cisco	Cisco Catalyst 3850 48 Port Full PoE LAN Base	11,400.00	\$ 6,612.00	4	\$ 26,448.00	
PWR-C1-1100WAC	PWR-C1-1100WAC	Cisco	1100W AC Config 1 Power Supply	Included	\$ -	4	\$ -	
S3850UK9-32-0SE	S3850UK9-32-0SE	Cisco	CAT3850 UNIVERSAL	Included	\$ -	4	\$ -	
STACK-T1-50CM	STACK-T1-50CM	Cisco	50CM Type 1 Stacking Cable	Included	\$ -	4	\$ -	
C3850-NM-4-1G	C3850-NM-4-1G	Cisco	Cisco Catalyst 3850 4 x 1GE Network Module	500.00	\$ 290.00	4	\$ 1,160.00	
CAB-TA-NA	CAB-TA-NA	Cisco	North America AC Type A Power Cable	0.00	\$ -	8	\$ -	
CON-SMBS-	CON-SMBS-WSC388FL	Cisco	SMBS 8X5XNBD Cisco Catalyst 3850 48 Port Full PoE LAN	376.00	\$ 229.36	16	\$ 3,669.76	
PWR-C1-1100WAC/2	PWR-C1-1100WAC/2	Cisco	1100W AC Config 1 Secondary Power Supply	1,500.00	\$ 870.00	4	\$ 3,480.00	
							Hardware	\$130,743.60
							Smartnet (5 Year)	\$ 11,809.60
							Cabling Hardware	\$ 8,505.00
							Cabling Install	\$ 21,168.00
							CDW Statement of Work	\$ 23,796.00
							Tax	\$ 12,532.37
							Freight	\$ -
							<b>Total</b>	<b>\$208,554.57</b>

**E-Rate Spin # 143005588**  
**NJPA Agreement 111309**

Part Number	Name	Vendor	Description	Unit Price	Final Price	Qty	Total Price	
<b>Ford</b>								
AIR-3602I-AC-AK910	AIR-3602I-AC-AK910	Cisco	3602I AP with 802.11ac Module Eco Pack for A Reg Domain	0.00	\$ -	3	\$ -	
AIR-AP-T-RAIL-R	AIR-AP-T-RAIL-R	Cisco	Ceiling Grid Clip for Aironet APs - Recessed Mount (Default)	Included	\$ -	30	\$ -	
AIR-CAP3602I-ABULK	AIR-CAP3602I-ABULK	Cisco	BOM Level AP3600i Bulk PID for A reg domain	Included	\$ -	30	\$ -	
AIR-RM3000AC-ABULK	AIR-RM3000AC-ABULK	Cisco	BOM Level 802.11ac Module Bulk PID	Included	\$ -	30	\$ -	
AIR-AP-BRACKET-2	AIR-AP-BRACKET-2	Cisco	802.11n AP Universal Mounting Bracket	0.00	\$ -	30	\$ -	
AIR-CAP3602I-AK910	AIR-CAP3602I-AK910	Cisco	802.11n CAP 10APs w/CleanAir; 4x4:3SS; Mod; Int; A RegDomain	12,950.00	\$ 7,511.00	3	\$ 22,533.00	
AIR-RM3000ACAK910=	AIR-RM3000ACAK910=	Cisco	802.11ac Wave 1 Module for AP3600, A Reg Domain - 10 Pack	3,000.00	\$ 1,740.00	3	\$ 5,220.00	
SWAP3600-RCOVRY-	SWAP3600-RCOVRY-	Cisco	Cisco 3600 Series IOS WIRELESS LAN RECOVERY	0.00	\$ -	3	\$ -	
							Hardware	\$ 27,753.00
							Smartnet (5 Year)	\$ -
							Cabling Hardware	\$ 7,762.50
							Cabling Install	\$ 19,152.00
							CDW Statement of Work	\$ 7,932.00
							Tax	\$ 3,196.40
							Freight	\$ -
							<b>Total</b>	<b>\$ 65,795.90</b>



**E-Rate Spin # 143005588**  
**NJPA Agreement 111309**

Part Number	Name	Vendor	Description	Unit Price	Final Price	Qty	Total Price	
<b>Nystrom</b>								
AIR-3602I-AC-AK9	AIR-3602I-AC-AK9	Cisco	3602I AP with 802.11ac Module for A Reg Domain	0.00	\$ -	6	\$ -	
AIR-AP-T-RAIL-R	AIR-AP-T-RAIL-R	Cisco	Ceiling Grid Clip for Aironet APs - Recessed Mount (Default)	Included	\$ -	6	\$ -	
SWAP3600-RCOVRY-K9	SWAP3600-RCOVRY-K9	Cisco	Cisco 3600 Series IOS WIRELESS LAN RECOVERY	Included	\$ -	6	\$ -	
AIR-AP-BRACKET-2	AIR-AP-BRACKET-2	Cisco	802.11n AP Universal Mounting Bracket	0.00	\$ -	6	\$ -	
AIR-CAP3602I-A-K9	AIR-CAP3602I-A-K9	Cisco	802.11n CAP w/CleanAir; 4x4:3SS; Mod; Int Ant; A Reg Domain	1,295.00	\$ 751.10	6	\$ 4,506.60	
AIR-RM3000AC-A-K9=	AIR-RM3000AC-A-K9=	Cisco	802.11ac Wave 1 Module for AP3600, A Reg Domain	300.00	\$ 174.00	6	\$ 1,044.00	
AIR-3602I-AC-AK910	AIR-3602I-AC-AK910	Cisco	3602I AP with 802.11ac Module Eco Pack for A Reg Domain	0.00	\$ -	1	\$ -	
AIR-AP-T-RAIL-R	AIR-AP-T-RAIL-R	Cisco	Ceiling Grid Clip for Aironet APs - Recessed Mount (Default)	Included		10	\$ -	
AIR-CAP3602I-ABULK	AIR-CAP3602I-ABULK	Cisco	BOM Level AP3600i Bulk PID for A reg domain	Included		10	\$ -	
AIR-RM3000AC-ABULK	AIR-RM3000AC-ABULK	Cisco	BOM Level 802.11ac Module Bulk PID	Included		10	\$ -	
AIR-AP-BRACKET-2	AIR-AP-BRACKET-2	Cisco	802.11n AP Universal Mounting Bracket	0.00	\$ -	10	\$ -	
AIR-CAP3602I-AK910	AIR-CAP3602I-AK910	Cisco	802.11n CAP 10APs w/CleanAir; 4x4:3SS; Mod; Int; A RegDomain	12,950.00	\$ 7,511.00	1	\$ 7,511.00	
AIR-RM3000ACAK910=	AIR-RM3000ACAK910=	Cisco	802.11ac Wave 1 Module for AP3600, A Reg Domain - 10 Pack	3,000.00	\$ 1,740.00	1	\$ 1,740.00	
SWAP3600-RCOVRY-K9	SWAP3600-RCOVRY-K9	Cisco	Cisco 3600 Series IOS WIRELESS LAN RECOVERY	0.00	\$ -	1	\$ -	
							Hardware	\$14,801.60
							Smartnet (5 Year)	\$ -
							Cabling Hardware	\$ 3,307.50
							Cabling Install	\$ 12,600.00
							CDW Statement of Work	\$ 5,949.00
							Tax	\$ 1,629.82
							Freight	\$ -
							<b>Total</b>	<b>\$ 38,287.92</b>



**E-Rate Spin # 143005588**  
**NJPA Agreement 111309**

Part Number	Name	Vendor	Description	Unit Price	Final Price	Qty	Total Price	
<b>Verde</b>								
AIR-3602I-AC-AK9	AIR-3602I-AC-AK9	Cisco	3602I AP with 802.11ac Module for A Reg Domain	0.00	\$ -	2	\$ -	
AIR-AP-T-RAIL-R	AIR-AP-T-RAIL-R	Cisco	Ceiling Grid Clip for Aironet APs - Recessed Mount (Default)	Included	0.00	2	\$ -	
SWAP3600-RCOVRY	SWAP3600-RCOVRY-K9	Cisco	Cisco 3600 Series IOS WIRELESS LAN RECOVERY	Included	0.00	2	\$ -	
AIR-AP-BRACKET-2	AIR-AP-BRACKET-2	Cisco	802.11n AP Universal Mounting Bracket	0.00	\$ -	2	\$ -	
AIR-CAP3602I-A-K9	AIR-CAP3602I-A-K9	Cisco	802.11n CAP w/CleanAir; 4x4:3SS; Mod; Int Ant; A Reg Domain	1,295.00	\$ 751.10	2	\$ 1,502.20	
AIR-RM3000AC-A-K9	AIR-RM3000AC-A-K9	Cisco	802.11ac Wave 1 Module for AP3600, A Reg Domain	300.00	\$ 174.00	2	\$ 348.00	
<b>AIR-3602I-AC-AK910</b>								
AIR-3602I-AC-AK910	AIR-3602I-AC-AK910	Cisco	3602I AP with 802.11ac Module Eco Pack for A Reg Domain	0.00	\$ -	2	\$ -	
AIR-AP-T-RAIL-R	AIR-AP-T-RAIL-R	Cisco	Ceiling Grid Clip for Aironet APs - Recessed Mount (Default)	Included	0.00	20	\$ -	
AIR-CAP3602I-ABULK	AIR-CAP3602I-ABULK	Cisco	BOM Level AP3600I Bulk PID for A reg domain	Included	0.00	20	\$ -	
AIR-RM3000AC	AIR-RM3000AC-ABULK	Cisco	BOM Level 802.11ac Module Bulk PID	Included	0.00	20	\$ -	
AIR-AP-BRACKET-2	AIR-AP-BRACKET-2	Cisco	802.11n AP Universal Mounting Bracket	0.00	\$ -	20	\$ -	
AIR-CAP3602I-AK910	AIR-CAP3602I-AK910	Cisco	802.11n CAP 10APs w/CleanAir; 4x4:3SS; Mod; Int; A RegDomain	12,950.00	\$ 7,511.00	2	\$ 15,022.00	
AIR-RM3000ACAK910	AIR-RM3000ACAK910	Cisco	802.11ac Wave 1 Module for AP3600, A Reg Domain - 10 Pack	3,000.00	\$ 1,740.00	2	\$ 3,480.00	
SWAP3600-RCOVRY	SWAP3600-RCOVRY-K9	Cisco	Cisco 3600 Series IOS WIRELESS LAN RECOVERY	0.00	\$ -	2	\$ -	
<b>NetworkingVerdeMDF</b>								
WS-C3850-48F-L	WS-C3850-48F-L	Cisco	Cisco Catalyst 3850 48 Port Full PoE LAN Base	11,400.00	\$ 6,612.00	1	\$ 6,612.00	
PWR-C1-1100WAC	PWR-C1-1100WAC	Cisco	1100W AC Config 1 Power Supply	Included	\$ -	1	\$ -	
S3850UK9-32-0SE	S3850UK9-32-0SE	Cisco	CAT3850 UNIVERSAL	Included	\$ -	1	\$ -	
STACK-T1-50CM	STACK-T1-50CM	Cisco	50CM Type 1 Stacking Cable	Included	\$ -	1	\$ -	
C3850-NM-4-1G	C3850-NM-4-1G	Cisco	Cisco Catalyst 3850 4 x 1GE Network Module	500.00	\$ 305.00	1	\$ 305.00	
CAB-TA-NA	CAB-TA-NA	Cisco	North America AC Type A Power Cable	0.00	\$ -	2	\$ -	
CON-SMBS-	CON-SMBS-WSC388FL	Cisco	SMBS 8X5XNBD Cisco Catalyst 3850 48 Port Full PoE LAN	376.00	\$ 229.36	4	\$ 917.44	
PWR-C1-1100WAC2	PWR-C1-1100WAC2	Cisco	1100W AC Config 1 Secondary Power Supply	1,500.00	\$ 870.00	1	\$ 870.00	
<b>WS-C4500X-168FP+</b>								
WS-C4500X-168FP+	WS-C4500X-168FP+	Cisco	Catalyst 4500-X 16 Port 10G IP Base, Front-to-Back, No PIS	16,000.00	\$ 9,280.00	1	\$ 9,280.00	
C4500X-NM-BLANK	C4500X-NM-BLANK	Cisco	Catalyst 4500X Network Module Blank	Included	\$ -	1	\$ -	
C4500X-16P-IP-ES	C4500X-16P-IP-ES	Cisco	IP Base to Ent. Services license for 16 Port Catalyst 4500-X	4,000.00	\$ 2,320.00	1	\$ 2,320.00	
C4500X-PWR-750AC-R	C4500X-PWR-750AC-R	Cisco	Catalyst 4500X 750W AC front to back cooling power supply	2,000.00	\$ 1,160.00	1	\$ 1,160.00	
C4500X-PWR-750AC	C4500X-PWR-750AC-R/2	Cisco	Catalyst 4500X 750W AC front to back cooling 2nd PWR supply	2,000.00	\$ 1,160.00	1	\$ 1,160.00	
CAB-US515-C15-US	CAB-US515-C15-US	Cisco	NEMA 5-15 to IEC-C15 8T US	0.00	\$ -	2	\$ -	
CON-SNT-WSC16SFX	CON-SNT-WSC16SFX	Cisco	SMARTNET 8X5XNBD Catalyst 4500-X 16 Port 10G IP Base, Fro	1,080.00	\$ 658.80	4	\$ 2,632.00	
GLC-SX-MMD	GLC-SX-MMD	Cisco	1000BASE-SX SFP transceiver module, MMF, 850nm, DOM	500.00	\$ 290.00	13	\$ 3,770.00	
S45XUK9-331-1511SG	S45XUK9-331-1511SG	Cisco	CAT4500-X Universal Crypto Image	0.00	\$ -	1	\$ -	
SD-X45-2GB-E	SD-X45-2GB-E	Cisco	Catalyst 4500 2GB SD Memory Card for Sup7-E	500.00	\$ 290.00	1	\$ 290.00	
<b>NetworkingVerdeMDF-M15</b>								
WS-C3850-48F-L	WS-C3850-48F-L	Cisco	Cisco Catalyst 3850 48 Port Full PoE LAN Base	11,400.00	\$ 6,612.00	1	\$ 6,612.00	
PWR-C1-1100WAC	PWR-C1-1100WAC	Cisco	1100W AC Config 1 Power Supply	Included	\$ -	1	\$ -	
S3850UK9-32-0SE	S3850UK9-32-0SE	Cisco	CAT3850 UNIVERSAL	Included	\$ -	1	\$ -	
STACK-T1-50CM	STACK-T1-50CM	Cisco	50CM Type 1 Stacking Cable	Included	\$ -	1	\$ -	
C3850-NM-4-1G	C3850-NM-4-1G	Cisco	Cisco Catalyst 3850 4 x 1GE Network Module	500.00	\$ 290.00	1	\$ 290.00	
CAB-TA-NA	CAB-TA-NA	Cisco	North America AC Type A Power Cable	0.00	\$ -	2	\$ -	
CON-SMBS-	CON-SMBS-WSC388FL	Cisco	SMBS 8X5XNBD Cisco Catalyst 3850 48 Port Full PoE LAN	376.00	\$ 229.36	4	\$ 917.44	
PWR-C1-1100WAC2	PWR-C1-1100WAC2	Cisco	1100W AC Config 1 Secondary Power Supply	1,500.00	\$ 870.00	1	\$ 870.00	
<b>NetworkingVerdeMDF-A20</b>								
WS-C3850-48F-L	WS-C3850-48F-L	Cisco	Cisco Catalyst 3850 48 Port Full PoE LAN Base	11,400.00	\$ 6,612.00	2	\$ 13,224.00	
PWR-C1-1100WAC	PWR-C1-1100WAC	Cisco	1100W AC Config 1 Power Supply	Included	\$ -	2	\$ -	
S3850UK9-32-0SE	S3850UK9-32-0SE	Cisco	CAT3850 UNIVERSAL	Included	\$ -	2	\$ -	
STACK-T1-50CM	STACK-T1-50CM	Cisco	50CM Type 1 Stacking Cable	Included	\$ -	2	\$ -	
C3850-NM-4-1G	C3850-NM-4-1G	Cisco	Cisco Catalyst 3850 4 x 1GE Network Module	500.00	\$ 290.00	2	\$ 580.00	
CAB-TA-NA	CAB-TA-NA	Cisco	North America AC Type A Power Cable	0.00	\$ -	4	\$ -	
CON-SMBS-	CON-SMBS-WSC388FL	Cisco	SMBS 8X5XNBD Cisco Catalyst 3850 48 Port Full PoE LAN	376.00	\$ 229.36	8	\$ 1,834.88	
PWR-C1-1100WAC2	PWR-C1-1100WAC2	Cisco	1100W AC Config 1 Secondary Power Supply	1,500.00	\$ 870.00	2	\$ 1,740.00	
<b>NetworkingVerdeMDF</b>								
WS-C3850-48F-L	WS-C3850-48F-L	Cisco	Cisco Catalyst 3850 48 Port Full PoE LAN Base	11,400.00	\$ 6,612.00	3	\$ 19,836.00	
PWR-C1-1100WAC	PWR-C1-1100WAC	Cisco	1100W AC Config 1 Power Supply	Included	\$ -	3	\$ -	
S3850UK9-32-0SE	S3850UK9-32-0SE	Cisco	CAT3850 UNIVERSAL	Included	\$ -	3	\$ -	
STACK-T1-50CM	STACK-T1-50CM	Cisco	50CM Type 1 Stacking Cable	Included	\$ -	3	\$ -	
C3850-NM-4-1G	C3850-NM-4-1G	Cisco	Cisco Catalyst 3850 4 x 1GE Network Module	500.00	\$ 290.00	3	\$ 870.00	
CAB-TA-NA	CAB-TA-NA	Cisco	North America AC Type A Power Cable	0.00	\$ -	6	\$ -	
CON-SMBS-	CON-SMBS-WSC388FL	Cisco	SMBS 8X5XNBD Cisco Catalyst 3850 48 Port Full PoE LAN	376.00	\$ 229.36	12	\$ 2,752.32	
PWR-C1-1100WAC2	PWR-C1-1100WAC2	Cisco	1100W AC Config 1 Secondary Power Supply	1,500.00	\$ 870.00	3	\$ 2,610.00	
<b>NetworkingVerdeMDF-C23</b>								
WS-C3850-48F-L	WS-C3850-48F-L	Cisco	Cisco Catalyst 3850 48 Port Full PoE LAN Base	11,400.00	\$ 6,612.00	3	\$ 19,836.00	
PWR-C1-1100WAC	PWR-C1-1100WAC	Cisco	1100W AC Config 1 Power Supply	Included	\$ -	3	\$ -	
S3850UK9-32-0SE	S3850UK9-32-0SE	Cisco	CAT3850 UNIVERSAL	Included	\$ -	3	\$ -	
STACK-T1-50CM	STACK-T1-50CM	Cisco	50CM Type 1 Stacking Cable	Included	\$ -	3	\$ -	
C3850-NM-4-1G	C3850-NM-4-1G	Cisco	Cisco Catalyst 3850 4 x 1GE Network Module	500.00	\$ 290.00	3	\$ 870.00	
CAB-TA-NA	CAB-TA-NA	Cisco	North America AC Type A Power Cable	0.00	\$ -	6	\$ -	
CON-SMBS-	CON-SMBS-WSC388FL	Cisco	SMBS 8X5XNBD Cisco Catalyst 3850 48 Port Full PoE LAN	376.00	\$ 229.36	12	\$ 2,752.32	
PWR-C1-1100WAC2	PWR-C1-1100WAC2	Cisco	1100W AC Config 1 Secondary Power Supply	1,500.00	\$ 870.00	3	\$ 2,610.00	
<b>NetworkingVerdeHead Start</b>								
WS-C3850-48F-L	WS-C3850-48F-L	Cisco	Cisco Catalyst 3850 48 Port Full PoE LAN Base	11,400.00	\$ 6,612.00	1	\$ 6,612.00	
PWR-C1-1100WAC	PWR-C1-1100WAC	Cisco	1100W AC Config 1 Power Supply	Included	\$ -	1	\$ -	
S3850UK9-32-0SE	S3850UK9-32-0SE	Cisco	CAT3850 UNIVERSAL	Included	\$ -	1	\$ -	
STACK-T1-50CM	STACK-T1-50CM	Cisco	50CM Type 1 Stacking Cable	Included	\$ -	1	\$ -	
C3850-NM-4-1G	C3850-NM-4-1G	Cisco	Cisco Catalyst 3850 4 x 1GE Network Module	500.00	\$ 290.00	1	\$ 290.00	
CAB-TA-NA	CAB-TA-NA	Cisco	North America AC Type A Power Cable	0.00	\$ -	2	\$ -	
CON-SMBS-	CON-SMBS-WSC388FL	Cisco	SMBS 8X5XNBD Cisco Catalyst 3850 48 Port Full PoE LAN	376.00	\$ 229.36	4	\$ 917.44	
PWR-C1-1100WAC2	PWR-C1-1100WAC2	Cisco	1100W AC Config 1 Secondary Power Supply	1,500.00	\$ 870.00	1	\$ 870.00	
							Hardware	\$ 123,839.20
							Smartnet (5 Year)	\$ 12,114.60
							Cabling Hardware	\$ 7,965.00
							Cabling Install	\$ 13,440.00
							CDW Statement of Work	\$ 27,763.00
							Tax	\$ 11,862.38
							Freight	\$ -
							<b>Total</b>	<b>\$ 196,984.18</b>

**E-Rate Spin # 143005588**  
**NJPA Agreement 111309**

Part Number	Name	Vendor	Description	Unit Price	Final Price	Qty	Total Price	
<b>Harbour Way</b>								
<b>AIR-3602I-AC-AK9</b>	AIR-3602I-AC-AK9	Cisco	3602I AP with 802.11ac Module for A Reg Domain	0.00	\$ -	4	\$ -	
AIR-AP-T-RAIL-R	AIR-AP-T-RAIL-R	Cisco	Ceiling Grid Clip for Aironet APs - Recessed Mount (Default)	Included	0.00	4	\$ -	
SWAP3600-RCOVRY-	SWAP3600-RCOVRY-K9	Cisco	Cisco 3600 Series IOS WIRELESS LAN RECOVERY	Included	0.00	4	\$ -	
AIR-AP-BRACKET-2	AIR-AP-BRACKET-2	Cisco	802.11n AP Universal Mounting Bracket	0.00	\$ -	4	\$ -	
AIR-CAP3602I-A-K9	AIR-CAP3602I-A-K9	Cisco	802.11n CAP w/CleanAir; 4x4:3SS; Mod; Int Ant; A Reg Domain	1,295.00	\$ 751.10	4	\$ 3,004.40	
AIR-RM3000AC-A-K9=	AIR-RM3000AC-A-K9=	Cisco	802.11ac Wave 1 Module for AP3600, A Reg Domain	300.00	\$ 174.00	4	\$ 696.00	
<b>Networking\Harbour Way\MDF</b>								
<b>WS-C3850-48F-L</b>	WS-C3850-48F-L	Cisco	Cisco Catalyst 3850 48 Port Full PoE LAN Base	11,400.00	\$ 6,612.00	3	\$ 19,836.00	
PWR-C1-1100WAC	PWR-C1-1100WAC	Cisco	1100W AC Config 1 Power Supply	Included	\$ -	3	\$ -	
S3850UK9-32-0SE	S3850UK9-32-0SE	Cisco	CAT3850 UNIVERSAL	Included	\$ -	3	\$ -	
STACK-T1-50CM	STACK-T1-50CM	Cisco	50CM Type 1 Stacking Cable	Included	\$ -	3	\$ -	
C3850-NM-4-1G	C3850-NM-4-1G	Cisco	Cisco Catalyst 3850 4 x 1GE Network Module	500.00	\$ 290.00	3	\$ 870.00	
CAB-TA-NA	CAB-TA-NA	Cisco	North America AC Type A Power Cable	0.00	\$ -	6	\$ -	
CON-SMBS-WSC388FL	CON-SMBS-WSC388FL	Cisco	SMBS 8X5XNBD Cisco Catalyst 3850 48 Port Full PoE LAN	376.00	\$ 229.36	12	\$ 2,752.32	
PWR-C1-1100WAC/2	PWR-C1-1100WAC/2	Cisco	1100W AC Config 1 Secondary Power Supply	1,500.00	\$ 870.00	3	\$ 2,610.00	
<b>WS-C4500X-16SFP+</b>	WS-C4500X-16SFP+	Cisco	Catalyst 4500-X 16 Port 10G IP Base, Front-to-Back, No P/S	16,000.00	\$ 9,280.00	1	\$ 9,280.00	
C4KX-NM-BLANK	C4KX-NM-BLANK	Cisco	Catalyst 4500X Network Module Blank	Included	\$ -	1	\$ -	
C4500X-16P-IP-ES	C4500X-16P-IP-ES	Cisco	IP Base to Ent. Services license for 16 Port Catalyst 4500-X	4,000.00	\$ 2,320.00	1	\$ 2,320.00	
C4KX-PWR-750AC-R	C4KX-PWR-750AC-R	Cisco	Catalyst 4500X 750W AC front to back cooling power supply	2,000.00	\$ 1,160.00	1	\$ 1,160.00	
C4KX-PWR-750AC-R/2	C4KX-PWR-750AC-R/2	Cisco	Catalyst 4500X 750W AC front to back cooling 2nd PWR supply	2,000.00	\$ 1,160.00	1	\$ 1,160.00	
CAB-US515-C15-US	CAB-US515-C15-US	Cisco	NEMA 5-15 to IEC-C15 8ft US	0.00	\$ -	2	\$ -	
CON-SNT-WSC16SFX	CON-SNT-WSC16SFX	Cisco	SMARTNET 8X5XNBD Catalyst 4500-X 16 Port 10G IP Base, Fro	1,080.00	\$ 658.80	4	\$ 2,635.20	
GLC-SX-MMD	GLC-SX-MMD	Cisco	1000BASE-SX SFP transceiver module, MMF, 850nm, DOM	500.00	\$ 290.00	3	\$ 870.00	
S45XUK9-331-1511SG	S45XUK9-331-1511SG	Cisco	CAT4500-X Universal Crypto Image	0.00	\$ -	1	\$ -	
SD-X45-2GB-E	SD-X45-2GB-E	Cisco	Catalyst 4500 2GB SD Memory Card for Sup7-E	500.00	\$ 290.00	1	\$ 290.00	
<b>Networking\Harbour Way\IDF Portables</b>								
<b>WS-C3850-48F-L</b>	WS-C3850-48F-L	Cisco	Cisco Catalyst 3850 48 Port Full PoE LAN Base	11,400.00	\$ 6,612.00	1	\$ 6,612.00	
PWR-C1-1100WAC	PWR-C1-1100WAC	Cisco	1100W AC Config 1 Power Supply	Included	\$ -	1	\$ -	
S3850UK9-32-0SE	S3850UK9-32-0SE	Cisco	CAT3850 UNIVERSAL	Included	\$ -	1	\$ -	
STACK-T1-50CM	STACK-T1-50CM	Cisco	50CM Type 1 Stacking Cable	Included	\$ -	1	\$ -	
C3850-NM-4-1G	C3850-NM-4-1G	Cisco	Cisco Catalyst 3850 4 x 1GE Network Module	500.00	\$ 290.00	1	\$ 290.00	
CAB-TA-NA	CAB-TA-NA	Cisco	North America AC Type A Power Cable	0.00	\$ -	2	\$ -	
CON-SMBS-WSC388FL	CON-SMBS-WSC388FL	Cisco	SMBS 8X5XNBD Cisco Catalyst 3850 48 Port Full PoE LAN	376.00	\$ 229.36	4	\$ 917.44	
PWR-C1-1100WAC/2	PWR-C1-1100WAC/2	Cisco	1100W AC Config 1 Secondary Power Supply	1,500.00	\$ 870.00	1	\$ 870.00	
							Hardware	\$ 49,868.40
							Smartnet (5 Year)	\$ 6,304.96
							Cabling Hardware	\$ 810.00
							Cabling Install	\$ 2,419.20
							CDW Statement of Work	\$ 7,932.00
							Tax	\$ 4,561.06
							Freight	\$ -
							<b>Total</b>	<b>\$ 71,895.62</b>

**E-Rate Spin # 143005588**  
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Part Number	Name	Vendor	Description	Unit Price	Final Price	Qty	Total Price	
<b>Helms</b>								
<b>AIR-3602I-AC-AK9</b>	AIR-3602I-AC-AK9	Cisco	3602I AP with 802.11ac Module for A Reg Domain	0.00	0.00	2	\$ -	
AIR-AP-T-RAIL-R	AIR-AP-T-RAIL-R	Cisco	Ceiling Grid Clip for Aironet APs - Recessed Mount (Default)	Included	0.00	2	\$ -	
SWAP3600-RCOVRY-K9	SWAP3600-RCOVRY-K9	Cisco	Cisco 3600 Series IOS WIRELESS LAN RECOVERY	Included	0.00	2	\$ -	
AIR-AP-BRACKET-2	AIR-AP-BRACKET-2	Cisco	802.11n AP Universal Mounting Bracket	0.00	0.00	2	\$ -	
AIR-CAP3602I-A-K9	AIR-CAP3602I-A-K9	Cisco	802.11n CAP w/CleanAir; 4x4:3SS; Mod; Int Ant; A Reg Domain	1,295.00	\$ 751.10	2	\$ 1,502.20	
AIR-RM3000AC-A-K9=	AIR-RM3000AC-A-K9=	Cisco	802.11ac Wave 1 Module for AP3600, A Reg Domain	300.00	\$ 174.00	2	\$ 348.00	
<b>AIR-3602I-AC-AK910</b>								
AIR-3602I-AC-AK910	AIR-3602I-AC-AK910	Cisco	3602I AP with 802.11ac Module Eco Pack for A Reg Domain	0.00	0.00	8	\$ -	
AIR-AP-T-RAIL-R	AIR-AP-T-RAIL-R	Cisco	Ceiling Grid Clip for Aironet APs - Recessed Mount (Default)	Included	0.00	80	\$ -	
AIR-CAP3602I-ABULK	AIR-CAP3602I-ABULK	Cisco	BOM Level AP3600i Bulk PID for A reg domain	Included	0.00	80	\$ -	
AIR-RM3000AC-ABULK	AIR-RM3000AC-ABULK	Cisco	BOM Level 802.11ac Module Bulk PID	Included	0.00	80	\$ -	
AIR-AP-BRACKET-2	AIR-AP-BRACKET-2	Cisco	802.11n AP Universal Mounting Bracket	0.00	0.00	80	\$ -	
AIR-CAP3602I-AK910	AIR-CAP3602I-AK910	Cisco	802.11n CAP 10APs w/CleanAir; 4x4:3SS; Mod; Int; A RegDomain	12,950.00	\$ 7,511.00	8	\$ 60,088.00	
AIR-RM3000ACAK910=	AIR-RM3000ACAK910=	Cisco	802.11ac Wave 1 Module for AP3600, A Reg Domain - 10 Pack	3,000.00	\$ 1,740.00	8	\$ 13,920.00	
SWAP3600-RCOVRY-K9	SWAP3600-RCOVRY-K9	Cisco	Cisco 3600 Series IOS WIRELESS LAN RECOVERY	0.00	0.00	8	\$ -	
							Hardware	\$ 75,858.20
							Smartnet (5 Year)	\$ -
							Cabling Hardware	\$ 11,272.50
							Cabling Install	\$ 30,240.00
							CDW Statement of Work	\$ 11,898.00
							Tax	\$ 7,841.76
							Freight	\$ -
							<b>Total</b>	<b>\$ 137,110.46</b>

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Part Number	Name	Vendor	Description	Unit Price	Final Price	Qty	Total Price
<b>King</b>							
<b>AIR-3602I-AC-AK9</b>	AIR-3602I-AC-AK9	Cisco	3602I AP with 802.11ac Module for A Reg Domain	0.00	\$ -	2	\$ -
AIR-AP-T-RAIL-R	AIR-AP-T-RAIL-R	Cisco	Ceiling Grid Clip for Aironet APs - Recessed Mount (Default)	Included	0.00	2	\$ -
SWAP3600-RCOVRY-K9	SWAP3600-RCOVRY-K9	Cisco	Cisco 3600 Series IOS WIRELESS LAN RECOVERY	Included	0.00	2	\$ -
AIR-AP-BRACKET-2	AIR-AP-BRACKET-2	Cisco	802.11n AP Universal Mounting Bracket	0.00	\$ -	2	\$ -
AIR-CAP3602I-A-K9	AIR-CAP3602I-A-K9	Cisco	802.11n CAP w/CleanAir; 4x4:3SS; Mod; Int Ant; A Reg Domain	1,295.00	\$ 751.10	2	\$ 1,502.20
AIR-RM3000AC-A-K9=	AIR-RM3000AC-A-K9=	Cisco	802.11ac Wave 1 Module for AP3600, A Reg Domain	300.00	\$ 174.00	2	\$ 348.00
<b>AIR-3602I-AC-AK910</b>	AIR-3602I-AC-AK910	Cisco	3602I AP with 802.11ac Module Eco Pack for A Reg Domain	0.00	\$ -	3	\$ -
AIR-AP-T-RAIL-R	AIR-AP-T-RAIL-R	Cisco	Ceiling Grid Clip for Aironet APs - Recessed Mount (Default)	Included	0.00	30	\$ -
AIR-CAP3602I-ABULK	AIR-CAP3602I-ABULK	Cisco	BOM Level AP3600i Bulk PID for A reg domain	Included	0.00	30	\$ -
AIR-RM3000AC-ABULK	AIR-RM3000AC-ABULK	Cisco	BOM Level 802.11ac Module Bulk PID	Included	0.00	30	\$ -
AIR-AP-BRACKET-2	AIR-AP-BRACKET-2	Cisco	802.11n AP Universal Mounting Bracket	0.00	\$ -	30	\$ -
AIR-CAP3602I-AK910	AIR-CAP3602I-AK910	Cisco	802.11n CAP 10APs w/CleanAir; 4x4:3SS; Mod; Int; A RegDomain	12,950.00	\$ 7,511.00	3	\$ 22,533.00
AIR-RM3000ACAK910=	AIR-RM3000ACAK910=	Cisco	802.11ac Wave 1 Module for AP3600, A Reg Domain - 10 Pack	3,000.00	\$ 1,740.00	3	\$ 5,220.00
SWAP3600-RCOVRY-K9	SWAP3600-RCOVRY-K9	Cisco	Cisco 3600 Series IOS WIRELESS LAN RECOVERY	0.00	\$ -	3	\$ -
						Hardware	\$29,603.20
						Smartnet (5 Year)	\$ -
						Cabling Hardware	\$ 5,670.00
						Cabling Install	\$17,640.00
						CDW Statement of Work	\$ 7,932.00
						Tax	\$ 3,174.59
						Freight	\$ -
						<b>Total</b>	<b>\$64,019.79</b>

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Part Number	Name	Vendor	Description	Unit Price	Final Price	Qty	Total Price
<b>Dover</b>							
<b>AIR-3602I-AC-AK9</b>	AIR-3602I-AC-AK9	Cisco	3602I AP with 802.11ac Module for A Reg Domain	0.00	\$ -	6	\$ -
AIR-AP-T-RAIL-R	AIR-AP-T-RAIL-R	Cisco	Ceiling Grid Clip for Aironet APs - Recessed Mount (Default)	Included	0.00	6	\$ -
SWAP3600-RCOVRY-K9	SWAP3600-RCOVRY-K9	Cisco	Cisco 3600 Series IOS WIRELESS LAN RECOVERY	Included	0.00	6	\$ -
AIR-AP-BRACKET-2	AIR-AP-BRACKET-2	Cisco	802.11n AP Universal Mounting Bracket	0.00	0.00	6	\$ -
AIR-CAP3602I-A-K9	AIR-CAP3602I-A-K9	Cisco	802.11n CAP w/CleanAir; 4x4:3SS; Mod; Int Ant; A Reg Domain	1,295.00	\$ 751.10	6	\$ 4,506.60
AIR-RM3000AC-A-K9=	AIR-RM3000AC-A-K9=	Cisco	802.11ac Wave 1 Module for AP3600, A Reg Domain	300.00	\$ 174.00	6	\$ 1,044.00
<b>AIR-3602I-AC-AK910</b>	AIR-3602I-AC-AK910	Cisco	3602I AP with 802.11ac Module Eco Pack for A Reg Domain	0.00	0.00	3	\$ -
AIR-AP-T-RAIL-R	AIR-AP-T-RAIL-R	Cisco	Ceiling Grid Clip for Aironet APs - Recessed Mount (Default)	Included	0.00	30	\$ -
AIR-CAP3602I-ABULK	AIR-CAP3602I-ABULK	Cisco	BOM Level AP3600i Bulk PID for A reg domain	Included	0.00	30	\$ -
AIR-RM3000AC-ABULK	AIR-RM3000AC-ABULK	Cisco	BOM Level 802.11ac Module Bulk PID	Included	0.00	30	\$ -
AIR-AP-BRACKET-2	AIR-AP-BRACKET-2	Cisco	802.11n AP Universal Mounting Bracket	0.00	0.00	30	\$ -
AIR-CAP3602I-AK910	AIR-CAP3602I-AK910	Cisco	802.11n CAP 10APs w/CleanAir; 4x4:3SS; Mod; Int; A RegDomain	12,950.00	\$ 7,511.00	3	\$ 22,533.00
AIR-RM3000ACAK910=	AIR-RM3000ACAK910=	Cisco	802.11ac Wave 1 Module for AP3600, A Reg Domain - 10 Pack	3,000.00	\$ 1,740.00	3	\$ 5,220.00
SWAP3600-RCOVRY-K9	SWAP3600-RCOVRY-K9	Cisco	Cisco 3600 Series IOS WIRELESS LAN RECOVERY	0.00	\$ -	3	\$ -
<b>Hardware</b>							<b>\$ 33,303.60</b>
Smartnet (5 Year)							\$ -
Cabling Hardware							\$ 7,546.50
Cabling Install							\$ 20,160.00
CDW Statement of Work							\$ 7,932.00
Tax							\$ 3,676.51
Freight							\$ -
<b>Total</b>							<b>\$ 72,618.61</b>

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Part Number	Name	Vendor	Description	Unit Price	Final Price	Qty	Total Price	
<b>Gompers</b>								
AIR-3602I-AC-AK9	AIR-3602I-AC-AK9	Cisco	3602I AP with 802.11ac Module for A Reg Domain	0.00	\$ -	6	\$ -	
AIR-AP-T-RAIL-R	AIR-AP-T-RAIL-R	Cisco	Ceiling Grid Clip for Aironet APs - Recessed Mount (Default)	Included	0.00	6	\$ -	
SWAP3600-RCOVRY-K9	SWAP3600-RCOVRY-K9	Cisco	Cisco 3600 Series IOS WIRELESS LAN RECOVERY	Included	0.00	6	\$ -	
AIR-AP-BRACKET-2	AIR-AP-BRACKET-2	Cisco	802.11n AP Universal Mounting Bracket	0.00	0.00	6	\$ -	
AIR-CAP3602I-A-K9	AIR-CAP3602I-A-K9	Cisco	802.11n CAP w/CleanAir; 4x4:3SS; Mod; Int Ant; A Reg Domain	1,295.00	\$ 751.10	6	\$ 4,506.60	
AIR-RM3000AC-A-K9=	AIR-RM3000AC-A-K9=	Cisco	802.11ac Wave 1 Module for AP3600, A Reg Domain	300.00	\$ 174.00	6	\$ 1,044.00	
<b>AIR-3602I-AC-AK910</b>								
AIR-AP-T-RAIL-R	AIR-AP-T-RAIL-R	Cisco	Ceiling Grid Clip for Aironet APs - Recessed Mount (Default)	Included	0.00	30	\$ -	
AIR-CAP3602I-ABULK	AIR-CAP3602I-ABULK	Cisco	BOM Level AP3600I Bulk PID for A reg domain	Included	0.00	30	\$ -	
AIR-RM3000AC-ABULK	AIR-RM3000AC-ABULK	Cisco	BOM Level 802.11ac Module Bulk PID	Included	0.00	30	\$ -	
AIR-AP-BRACKET-2	AIR-AP-BRACKET-2	Cisco	802.11n AP Universal Mounting Bracket	0.00	0.00	30	\$ -	
AIR-CAP3602I-AK910	AIR-CAP3602I-AK910	Cisco	802.11n CAP 10APs w/CleanAir; 4x4:3SS; Mod; Int; A RegDomain	12,950.00	\$ 7,511.00	3	\$ 22,533.00	
AIR-RM3000ACAK910=	AIR-RM3000ACAK910=	Cisco	802.11ac Wave 1 Module for AP3600, A Reg Domain - 10 Pack	3,000.00	\$ 1,740.00	3	\$ 5,220.00	
SWAP3600-RCOVRY-K9	SWAP3600-RCOVRY-K9	Cisco	Cisco 3600 Series IOS WIRELESS LAN RECOVERY	0.00	\$ -	3	\$ -	
<b>Networking\Gompers\IDF1</b>								
WS-C3850-48F-L	WS-C3850-48F-L	Cisco	Cisco Catalyst 3850 48 Port Full PoE LAN Base	11,400.00	\$ 6,612.00	1	\$ 6,612.00	
PWR-C1-1100WAC	PWR-C1-1100WAC	Cisco	1100W AC Config 1 Power Supply	Included	\$ -	1	\$ -	
S3850UK9-32-0SE	S3850UK9-32-0SE	Cisco	CAT3850 UNIVERSAL	Included	\$ -	1	\$ -	
STACK-T1-50CM	STACK-T1-50CM	Cisco	50CM Type 1 Stacking Cable	Included	\$ -	1	\$ -	
C3850-NM-4-1G	C3850-NM-4-1G	Cisco	Cisco Catalyst 3850 4 x 1GE Network Module	500.00	\$ 290.00	1	\$ 290.00	
CAB-TA-NA	CAB-TA-NA	Cisco	North America AC Type A Power Cable	0.00	\$ -	2	\$ -	
CON-SMBS-WSC388FL	CON-SMBS-WSC388FL	Cisco	SMBS 8X5XNBD Cisco Catalyst 3850 48 Port Full PoE LAN	376.00	\$ 229.36	4	\$ 917.44	
PWR-C1-1100WAC/2	PWR-C1-1100WAC/2	Cisco	1100W AC Config 1 Secondary Power Supply	1,500.00	\$ 870.00	1	\$ 870.00	
<b>WS-C4500X-16SFP+</b>								
WS-C4500X-16SFP+	WS-C4500X-16SFP+	Cisco	Catalyst 4500-X 16 Port 10G IP Base, Front-to-Back, No P/S	\$ 16,000.00	\$ 9,280.00	1	\$ 9,280.00	
C4KX-NM-BLANK	C4KX-NM-BLANK	Cisco	Catalyst 4500X Network Module Blank	Included	\$ -	1	\$ -	
C4500X-16P-IP-ES	C4500X-16P-IP-ES	Cisco	IP Base to Ent. Services license for 16 Port Catalyst 4500-X	\$ 4,000.00	\$ 2,320.00	1	\$ 2,320.00	
C4KX-PWR-750AC-R	C4KX-PWR-750AC-R	Cisco	Catalyst 4500X 750W AC front to back cooling power supply	\$ 2,000.00	\$ 1,160.00	1	\$ 1,160.00	
C4KX-PWR-750AC-R/2	C4KX-PWR-750AC-R/2	Cisco	Catalyst 4500X 750W AC front to back cooling 2nd PWR supply	\$ 2,000.00	\$ 1,160.00	1	\$ 1,160.00	
CAB-US515-C15-US	CAB-US515-C15-US	Cisco	NEMA 5-15 to IEC-C15 8ft US	\$ -	\$ -	2	\$ -	
CON-SNT-WSC16SFX	CON-SNT-WSC16SFX	Cisco	SMARTNET 8X5XNBD Catalyst 4500-X 16 Port 10G IP Base, Fro	\$ 1,080.00	\$ 658.80	4	\$ 2,635.20	
GLC-SX-MMD	GLC-SX-MMD	Cisco	1000BASE-SX SFP transceiver module, MMF, 850nm, DOM	\$ 500.00	\$ 290.00	8	\$ 2,320.00	
S45XUK9-331-1511SG	S45XUK9-331-1511SG	Cisco	CAT4500-X Universal Crypto Image	\$ -	\$ -	1	\$ -	
SD-X45-2GB-E	SD-X45-2GB-E	Cisco	Catalyst 4500 2GB SD Memory Card for Sup7-E	\$ 500.00	\$ 290.00	1	\$ 290.00	
<b>Networking\Gompers\IDF2</b>								
WS-C3850-48F-L	WS-C3850-48F-L	Cisco	Cisco Catalyst 3850 48 Port Full PoE LAN Base	11,400.00	\$ 6,612.00	5	\$ 33,060.00	
PWR-C1-1100WAC	PWR-C1-1100WAC	Cisco	1100W AC Config 1 Power Supply	Included	\$ -	5	\$ -	
S3850UK9-32-0SE	S3850UK9-32-0SE	Cisco	CAT3850 UNIVERSAL	Included	\$ -	5	\$ -	
STACK-T1-50CM	STACK-T1-50CM	Cisco	50CM Type 1 Stacking Cable	Included	\$ -	5	\$ -	
C3850-NM-4-1G	C3850-NM-4-1G	Cisco	Cisco Catalyst 3850 4 x 1GE Network Module	500.00	\$ 290.00	5	\$ 1,450.00	
CAB-TA-NA	CAB-TA-NA	Cisco	North America AC Type A Power Cable	0.00	\$ -	10	\$ -	
CON-SMBS-WSC388FL	CON-SMBS-WSC388FL	Cisco	SMBS 8X5XNBD Cisco Catalyst 3850 48 Port Full PoE LAN	376.00	\$ 229.36	20	\$ 4,587.20	
PWR-C1-1100WAC/2	PWR-C1-1100WAC/2	Cisco	1100W AC Config 1 Secondary Power Supply	1,500.00	\$ 870.00	5	\$ 4,350.00	
<b>Networking\Gompers\IDF3</b>								
WS-C3850-48F-L	WS-C3850-48F-L	Cisco	Cisco Catalyst 3850 48 Port Full PoE LAN Base	11,400.00	\$ 6,612.00	2	\$ 13,224.00	
PWR-C1-1100WAC	PWR-C1-1100WAC	Cisco	1100W AC Config 1 Power Supply	Included	\$ -	2	\$ -	
S3850UK9-32-0SE	S3850UK9-32-0SE	Cisco	CAT3850 UNIVERSAL	Included	\$ -	2	\$ -	
STACK-T1-50CM	STACK-T1-50CM	Cisco	50CM Type 1 Stacking Cable	Included	\$ -	2	\$ -	
C3850-NM-4-1G	C3850-NM-4-1G	Cisco	Cisco Catalyst 3850 4 x 1GE Network Module	500.00	\$ 290.00	2	\$ 580.00	
CAB-TA-NA	CAB-TA-NA	Cisco	North America AC Type A Power Cable	0.00	\$ -	4	\$ -	
CON-SMBS-WSC388FL	CON-SMBS-WSC388FL	Cisco	SMBS 8X5XNBD Cisco Catalyst 3850 48 Port Full PoE LAN	376.00	\$ 229.36	8	\$ 1,834.88	
PWR-C1-1100WAC/2	PWR-C1-1100WAC/2	Cisco	1100W AC Config 1 Secondary Power Supply	1,500.00	\$ 870.00	2	\$ 1,740.00	
							Hardware	\$ 119,781.60
							Smartnet (5 Year)	\$ 10,264.72
							Cabling Hardware	\$ 8,775.00
							Cabling Install	\$ 18,144.00
							CDW Statement of Work	\$ 21,814.00
							Tax	\$ 11,570.09
							Freight	\$ -
							Total	\$ 190,349.41





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Coronado Elementary School  
 Network

LAN Switch					
GLC-SX-MMD=	1000BASE-SX SFP transceiver module, MMF, 850nm, DOM	\$ 500.00	\$ 255.00	17	\$ 4,335.00
Coronado Elementary School	Cisco Catalyst 3850 48 Port Full PoE LAN Base	\$ 11,400.00	\$ 5,814.00	9	\$ 52,326.00
Valley View School	1100W AC Config 1 Power Supply	\$ -	\$ -	9	\$ -
S3850UK9-32-05E	CAT3850 UNIVERSAL	\$ -	\$ -	9	\$ -
STACK-T1-50CM	50CM Type 1 Stacking Cable	\$ -	\$ -	9	\$ -
C3850-NM-4-1G	Cisco Catalyst 3850 4 x 1GE Network Module	\$ 500.00	\$ 255.00	9	\$ 2,295.00
CAB-TA-NA	North America AC Type A Power Cable	\$ -	\$ -	18	\$ -
CON-SMBS-WSC388FL	SMBS 8X5XNBD Cisco Catalyst 3850 48 Port Full PoE LAN	\$ 376.00	\$ 263.20	9	\$ 2,368.80
PWR-C1-1100WAC/2	1100W AC Config 1 Secondary Power Supply	\$ 1,500.00	\$ 765.00	9	\$ 6,885.00
WS-C4500X-16SFP+	Catalyst 4500-X 16 Port 10G IP Base, Front-to-Back, No P/S	\$ 16,000.00	\$ 8,160.00	1	\$ 8,160.00
C4KX-NM-BLANK	Catalyst 4500X Network Module Blank	\$ -	\$ -	1	\$ -
C4500X-16P-IP-ES	IP Base to Ent. Services license for 16 Port Catalyst 4500-X	\$ 4,000.00	\$ 2,040.00	1	\$ 2,040.00
C4KX-PWR-750AC-R	Catalyst 4500X 750W AC front to back cooling power supply	\$ 2,000.00	\$ 1,020.00	1	\$ 1,020.00
C4KX-PWR-750AC-R/2	Catalyst 4500X 750W AC front to back cooling 2nd PWR supply	\$ 2,000.00	\$ 1,020.00	1	\$ 1,020.00
CAB-C15-CBN	Cabinet Jumper Power Cord, 250 VAC 13A, C14-C15 Connectors	\$ -	\$ -	2	\$ -
CON-SNT-WSC16SFX	SMARTNET 8X5XNBD Catalyst 4500-X 16 Port 10G IP Base, Fro	\$ 1,080.00	\$ 756.00	1	\$ 756.00
S45XUK9-34-15125G	CAT4500-X Universal Crypto Image	\$ -	\$ -	1	\$ -
SD-X45-2GB-E	Catalyst 4500 2GB SD Memory Card	\$ 500.00	\$ 255.00	1	\$ 255.00
				Materials:	\$ 78,336.00
				Services:	\$ 3,124.80
				Taxes:	\$ 7,050.24
				Statement of Work:	\$ 16,162.00
				Shipping:	\$ -
				Total(USD):	\$ 104,673.04

**Wireless**

Wireless					
AIR-3602I-AC-AK9	3602I AP with 802.11ac Module for A Reg Domain	\$ -	\$ -	29	\$ -
AIR-AP-T-RAIL-R	Ceiling Grid Clip for Aironet APs - Recessed Mount (Default)	\$ -	\$ -	29	\$ -
SWAP3600-RCOVERY-K9	Cisco 3600 Series IOS WIRELESS LAN RECOVERY	\$ -	\$ -	29	\$ -
AIR-AP-BRACKET-2	802.11n AP Universal Mounting Bracket	\$ -	\$ -	29	\$ -
AIR-CAP3602I-A-K9	802.11n CAP w/CleanAir; 4x4:3S5; Mod; Int Ant; A Reg Domain	\$ 1,295.00	\$ 660.45	29	\$ 19,153.05
AIR-RM3000AC-A-K9=	802.11ac Wave 1 Module for AP3600, A Reg Domain	\$ 300.00	\$ 153.00	29	\$ 4,437.00
				Materials:	\$ 23,590.05
				Services:	\$ -
				Taxes:	\$ 2,123.10
				Statement of Work:	\$ 9,830.00
				Shipping:	\$ -
				Total(USD):	\$ 35,543.15

**Cabling & UPS**

UPS					
SMX2000RLV2U	SMART-UPS X 2000VA RCK/TWR LCD	\$ 1,066.99	\$ 1,066.99	2	\$ 2,133.98
SMX1500RM2U	APC SMART UPS X 1500VA	\$ 717.79	\$ 717.79	7	\$ 5,024.53
AP9630	APC UPS NETWORK MANAGEMENT CARD 2	\$ 245.00	\$ 245.00	9	\$ 2,205.00
AP9625	APC 2-POST MOUNTING KIT	\$ 150.00	\$ 150.00	9	\$ 1,350.00
P019-008	TRIPP 8FT POWER CORD 5-15P TO C15 - Allows UPS to connect to 4500x	\$ 22.00	\$ 22.00	2	\$ 44.00
				Materials:	\$ 10,757.51
				Taxes:	\$ 966.18
				Cabling Hardware and Install:	\$ 40,302.95
				Shipping:	\$ -
				Total(USD):	\$ 52,026.64

**E-Rate Spin # 143005588**  
**NJPA Agreement 111309**

Valley View Elementary School  
 Network

LAN Switch					
GLC-SX-MMD=	1000BASE-SX SFP transceiver module, MMF, 850nm, DOM	\$ 500.00	\$ 255.00	9	\$ 2,295.00
Coronado Elementary School	Cisco Catalyst 3850 48 Port Full PoE IP Services	\$ 22,000.00	\$ 11,220.00	2	\$ 22,440.00
Valley View School	Catalyst 3750X Stack Power Cable 30 CM	\$ -	\$ -	2	\$ -
PWR-C1-1100WAC	1100W AC Config 1 Power Supply	\$ -	\$ -	2	\$ -
STACK-T1-50CM	50CM Type 1 Stacking Cable	\$ -	\$ -	2	\$ -
C3850-NM-4-1G	Cisco Catalyst 3850 4x 1GE Network Module	\$ 500.00	\$ 255.00	2	\$ 510.00
CAB-TA-NA	North America AC Type A Power Cable	\$ -	\$ -	4	\$ -
CON-SW-WSC388FE	CISCO BASE Cisco Catalyst 3850 48 Port Full PoE IP	\$ 683.00	\$ 478.10	10	\$ 4,781.00
PWR-C1-1100WAC/2	1100W AC Config 1 Secondary Power Supply	\$ 1,500.00	\$ 765.00	2	\$ 1,530.00
S3850UK9-32-OSE	CAT3850 UNIVERSAL	\$ -	\$ -	2	\$ -
WS-C3850-48F-L	Cisco Catalyst 3850 48 Port Full PoE LAN Base	\$ 11,400.00	\$ 5,814.00	5	\$ 29,070.00
PWR-C1-1100WAC	1100W AC Config 1 Power Supply	\$ -	\$ -	5	\$ -
S3850UK9-32-OSE	CAT3850 UNIVERSAL	\$ -	\$ -	5	\$ -
STACK-T1-50CM	50CM Type 1 Stacking Cable	\$ -	\$ -	5	\$ -
C3850-NM-4-1G	Cisco Catalyst 3850 4x 1GE Network Module	\$ 500.00	\$ 255.00	5	\$ 1,275.00
CAB-TA-NA	North America AC Type A Power Cable	\$ -	\$ -	10	\$ -
CON-SMBS-WSC388FL	SMBS 8XSXNBD Cisco Catalyst 3850 48 Port Full PoE LAN	\$ 376.00	\$ 263.20	5	\$ 1,316.00
PWR-C1-1100WAC/2	1100W AC Config 1 Secondary Power Supply	\$ 1,500.00	\$ 765.00	5	\$ 3,825.00
					Materials: \$ 60,945.00
					Services: \$ 6,097.00
					Taxes: \$ 5,485.05
					Statement of Work: \$ 16,209.00
					Shipping: \$ -
					Total(USD): \$ 86,736.05

Wireless					
AIR-3602I-AC-AK9	3602I AP with 802.11ac Module for A Reg Domain	\$ -	\$ -	23	\$ -
AIR-AP-T-RAIL-R	Ceiling Grid Clip for Aironet APs - Recessed Mount (Default)	\$ -	\$ -	23	\$ -
SWAP3600-RCOVRY-K9	Cisco 3600 Series IOS WIRELESS LAN RECOVERY	\$ -	\$ -	23	\$ -
AIR-AP-BRACKET-2	802.11n AP Universal Mounting Bracket	\$ -	\$ -	23	\$ -
AIR-CAP3602I-A-K9	802.11n CAP w/CleanAir; 4x4:3SS; Mod; Int Ant; A Reg Domain	\$ 1,295.00	\$ 660.45	23	\$ 15,190.35
AIR-RM3000A-A-K9=	802.11ac Wave 1 Module for AP3600, A Reg Domain	\$ 300.00	\$ 153.00	23	\$ 3,519.00
					Materials: \$ 16,709.35
					Services: \$ -
					Taxes: \$ 1,683.84
					Statement of Work: \$ 9,384.00
					Shipping: \$ -
					Total(USD): \$ 29,777.19

Management					
L-LIC-CT8500-UPG	Top Level SKU for 8500 AP Upgrade Licenses (eDelivery)	\$ -	\$ -	1	\$ -
CON-SNT-LICCT85	SMARTNET 8XSXNBD 100 AP Adder License	\$ -	\$ -	1	\$ -
L-LIC-CT8500-100A	100 AP Adder E-License for Cisco 8500 Wireless Controller	\$17,500.00	\$ 8,925.00	1	\$ 8,925.00
R-PI12-K9	Cisco Prime Infrastructure 1.2	\$ -	\$ -	1	\$ -
L-PI12-LF-100-LIC	Prime Infrastructure 1.2 - Lifecycle - 100 Device Lic PAK	\$ -	\$ -	1	\$ -
L-PI12M542-100	Prime Infrastructure LMS 4.2 - 100 Device Base Lic	\$ -	\$ -	1	\$ -
CON-SAU-PI12K9B	SW APP SUPP + UPGR NULL SKU-No line item services included	\$ -	\$ -	1	\$ -
CON-SAU-PI12LF1H	SW APP SUPP + UPGR PI 1.2 - Lifecycle - 100 Device Lic	\$1,799.00	\$ 1,259.30	1	\$ 1,259.30
L-PI12-LF-100	Prime Infrastructure 1.2 - Lifecycle - 100 Device Lic	\$8,995.00	\$ 4,587.45	1	\$ 4,587.45
					Materials: \$ 14,771.75
					Services: \$ -
					Taxes: \$ -
					Statement of Work: \$ -
					Shipping: \$ -
					Total(USD): \$ 14,771.75

Cabling & UPS					
UPS					
SMX2000RMLVZU	SMART-UPS X 2000VA RCK/TWR LCD	\$ 1,066.99	\$ 1,066.99	2	\$ 2,133.98
SMX1500RM2U	APC SMART UPS X 1500VA	\$ 717.79	\$ 717.79	3	\$ 2,153.37
AP9630	APC UPS NETWORK MANAGEMENT CARD 2	\$ 245.00	\$ 245.00	5	\$ 1,225.00
AP9625	APC 2-POST MOUNTING KIT	\$ 150.00	\$ 150.00	5	\$ 750.00
					Materials: \$ 6,262.35
					Taxes: \$ 563.61
					Cabling Hardware and Install: \$ 41,424.32
					Shipping: \$ -
					Total(USD): \$ 48,250.28

**West Contra Costa Unified School District  
Data Center Proposal**



Prepared by:  
*Nacho Vega, Network Solutions Architect*  
*Christopher Zingler, Executive Account Manager*  
*Mike Tomei, Account Manager*  
*Nick Young, Field Account Executive*



<b>Cisco Data Center and NetApp</b>	<b>Value:</b>
Nexus	\$ 563,243.20
UCS	\$ 274,692.27
SOW (UCS and Nexus)	\$ 26,385.00
NetApp	\$ 152,474.64
Power and Racks	\$ 29,799.85
Total	\$ 1,046,594.97

**CalSave Contract #523868**



CalSave Contract #523868

N7K-C7010-B2S2E-R	Nexus 7010 Bundle (Chassis 2xSUP2E 5xFAB2) No Power Supplies	2	\$ 130,000.00	\$ 66,300.00	\$ 132,600.00
CON-SNTP-10B2S2ER	SMARTNET 24X7X4 Nexus 7010 Bundle (5 year)	10	\$ 16,115.00	\$ 9,830.15	\$ 98,301.50
N7K-C7010-SBUN-P1	Inc. LANADVTRSEL2DCNMDCNMSANMPLSSANXL - Promotion	2	\$ 75,000.00	\$ 38,250.00	\$ 76,500.00
CON-SAU-N7K-C701	SW APP SUPP + UPGR Inc. LANADVTRSEL2	2	\$ -	\$ -	\$ -
N7K-LAN1K9-SBUN	Nexus 7000 LAN Enterprise License (L3 protocols)	2	\$ -	\$ -	\$ -
N7K-MPLS1K9-SBUN	Nexus 7000 MPLS License	2	\$ -	\$ -	\$ -
N7K-SAN1K9-SBUN	Nexus 7000 SAN Enterprise License	2	\$ -	\$ -	\$ -
N7K-TRS1K9-SBUN	Nexus 7000 Transport Services License	2	\$ -	\$ -	\$ -
DCNM-N7K-K9-SBUN	DCNM for LAN Enterprise License for one Nexus 7000 Chassis	2	\$ -	\$ -	\$ -
N7DCNMSB	SW APP SUPP + UPGR DCNM for LAN Enterpr	10	\$ 1,400.00	\$ 714.00	\$ 7,140.00
SBUN	DCNM for SAN Advanced Edition for Nexus 7000	2	\$ -	\$ -	\$ -
7DCSANSB	SW APP SUPP + UPGR DCNM for SAN Advanced Edition for Nexus	10	\$ 2,940.00	\$ 1,499.40	\$ 14,994.00
N7K-ADV1K9-SBUN	Nexus 7000 Advanced LAN Enterprise License (VDC CTS ONLY)	2	\$ -	\$ -	\$ -
N7K-C7010-XL-SBUN	Nexus 7010 Scalable Feature License	2	\$ -	\$ -	\$ -
N7K-EL21K9-SBUN	Nexus 7000 Enhanced Layer 2 License (FabricPath)	2	\$ -	\$ -	\$ -
N7K-SUP2E	Nexus 7000 - Supervisor 2 EnhancedIncludes 8GB USB Flash	2	\$ -	\$ -	\$ -
N7K-USB-8GB	Nexus 7K USB Flash Memory - 8GB (Log Flash)	2	\$ -	\$ -	\$ -
N7K-SUP2E	Nexus 7000 - Supervisor 2 EnhancedIncludes 8GB USB Flash	2	\$ -	\$ -	\$ -
N7K-USB-8GB	Nexus 7K USB Flash Memory - 8GB (Log Flash)	2	\$ -	\$ -	\$ -
N7K-F248XP-25E	Nexus 7000 F2-Series 48 Port 1/10G (SFP+) Enhanced	2	\$ 44,000.00	\$ 22,440.00	\$ 44,880.00
SFP-H10GB-CU1M	10GBASE-CU SFP+ Cable 1 Meter	8	\$ 150.00	\$ 76.50	\$ 612.00
SFP-H10GB-CU3M	10GBASE-CU SFP+ Cable 3 Meter	24	\$ 210.00	\$ 107.10	\$ 2,570.40
SFP-H10GB-CU5M	10GBASE-CU SFP+ Cable 5 Meter	64	\$ 260.00	\$ 132.60	\$ 8,486.40
N7K-M132XP-12L	Nexus 7000 - 32 Port 10GbE with XL Option 80G Fabric (req.	2	\$ 70,000.00	\$ 35,700.00	\$ 71,400.00
SFP-10G-SR	10GBASE-SR SFP Module	64	\$ 1,495.00	\$ 762.45	\$ 48,796.80
N7K-C7010-FAB-2	Nexus 7000 - 10 Slot Chassis - 110Gbps/Slot Fabric Module	10	\$ -	\$ -	\$ -
N7K-AC-6.0KW	Nexus 7000 - 6.0KW AC Power Supply Module	6	\$ 6,000.00	\$ 3,060.00	\$ 18,360.00
CAB-C19-CBN	Cabinet Jumper Power Cord 250 VAC 16A C20-C19 Connectors	12	\$ -	\$ -	\$ -
N7K-C7010-AFLT	Nexus 7010 Air Filter	2	\$ 500.00	\$ 255.00	\$ 510.00
N7K-C7010-FD-MB	Nexus 7010 Front Door Kit	2	\$ 1,500.00	\$ 765.00	\$ 1,530.00
DCNM-PAK	DCNM Advanced License Kit for Nexus and MDS switches	2	\$ -	\$ -	\$ -
N7KS2K9-62	Cisco NX-OS Release 6.2 for SUP2 Nexus 7000	2	\$ -	\$ -	\$ -
Hardware					\$ 406,245.60
Smartnet and Software (5 Year)					\$ 120,435.50
Tax					\$ 36,562.10
Freight					\$ -
Total					\$ 563,243.20

CalSave Contract #523868



N20-Z0001	Cisco Unified Computing System	1	\$ -	\$ -	\$ -
N20-C6508	UCS 5108 Blade Svr AC Chassis/0 PSU/8 fans/0 fabric extender	1	\$ 5,999.00	\$ 2,399.60	\$ 2,399.60
CON-SNTP-2C6508	SMARTNET 24X7X4 5108 Blade Server Chassis	5	\$ 232.00	\$ 141.52	\$ 707.60
UCS-IOM2208-16FET	UCS 2208XP I/O Module with 16 FET Optics	2	\$ 15,600.00	\$ 6,240.00	\$ 12,480.00
FET-10G	10G Line Extender for FEX	32	\$ -	\$ -	\$ -
N01-UAC1	Single phase AC power module for UCS 5108	1	\$ -	\$ -	\$ -
N20-CAK	Accessory kit for UCS 5108 Blade Server Chassis	1	\$ -	\$ -	\$ -
N20-FAN5	Fan module for UCS 5108	8	\$ -	\$ -	\$ -
N20-FW011	UCS Blade Server Chassis FW Package 2.1	1	\$ -	\$ -	\$ -
UCSB-B200-M3	UCS B200 M3 Blade Server w/o CPU, memory, HDD, mLOM/mezz	8	\$ 3,154.00	\$ 1,261.60	\$ 10,092.80
CON-SNTP-B200M3	SMARTNET 24X7X4 UCS B200 M3 Blade Se	40	\$ 293.00	\$ 178.73	\$ 7,149.20
UCS-CPU-E5-2680	2.70 GHz E5-2680 130W 8C/20MB Cache/DDR3 1600MHz	16	\$ 4,787.99	\$ 1,915.20	\$ 30,643.14
UCS-ML-1X324RY-A	32GB DDR3-1600-MHz LR DIMM/PC3-12800/quad rank/x4/1.35v	128	\$ 2,639.00	\$ 1,055.60	\$ 135,116.80
A03-D300GA2	300GB 6Gb SAS 10K RPM SFF HDD/hot plug/drive sled mounted	16	\$ 589.00	\$ 235.60	\$ 3,769.60
UCSB-MLOM-40G-01	Cisco UCS VIC 1240 modular LOM for M3 blade servers	8	\$ 1,499.00	\$ 599.60	\$ 4,796.80
UCSB-MLOM-PT-01	Cisco UCS Port Expander Card (mezz) for VIC 1240 modular LOM	8	\$ 600.00	\$ 240.00	\$ 1,920.00
UCSB-HS-01-EP	CPU Heat Sink for UCS B200 M3 and B420 M3	16	\$ -	\$ -	\$ -
UCSB-PSU-2500ACPL	2500W Platinum AC Hot Plug Power Supply for UCS 5108 Chassis	4	\$ 936.00	\$ 374.40	\$ 1,497.60
CAB-C19-CBN	Cabinet Jumper Power Cord, 250 VAC 16A, C20-C19 Connectors	4	\$ -	\$ -	\$ -
UCS-FI-6248UP	UCS 6248UP 1RU Fabric Int/No PSU/32 UP/ 12p LIC	2	\$ 32,000.00	\$ 12,800.00	\$ 25,600.00
CON-SNTP-FI6248UP	SMARTNET 24X7X4 UCS 6248UP 1RU Fabric Int/2 PSU/2	10	\$ 918.00	\$ 559.98	\$ 5,599.80
UCS-PSU-6248UP-AC	UCS 6248UP Power Supply/100-240VAC	4	\$ 1,400.00	\$ 560.00	\$ 2,240.00
SFP-10G-SR	10GBASE-SR SFP Module	12	\$ 995.00	\$ 507.45	\$ 6,089.40
UCS-ACC-6248UP	UCS 6248UP Chassis Accessory Kit	2	\$ -	\$ -	\$ -
SFP-H10GB-CU5M	10GBASE-CU SFP+ Cable 5 Meter	16	\$ 260.00	\$ 104.00	\$ 1,664.00
N10-MGT011	UCS Manager v2.1	2	\$ -	\$ -	\$ -
UCS-LIC-10GE	UCS 6200 Series ONLY Fabric Int 1PORT 1/10GE/FC-port license	4	\$ 2,774.00	\$ 1,109.60	\$ 4,438.40
UCS-BLKE-6200	UCS 6200 Series Expansion Module Blank	2	\$ -	\$ -	\$ -
UCS-FAN-6248UP	UCS 6248UP Fan Module	4	\$ -	\$ -	\$ -
UCS-FI-DL2	UCS 6248 Layer 2 Daughter Card	2	\$ -	\$ -	\$ -
CAB-C13-C14-2M	Power Cord Jumper, C13-C14 Connectors, 2 Meter Length	4	\$ -	\$ -	\$ -
Hardware					\$ 242,748.14
Smartnet (5 year)					\$ 10,096.80
Tax					\$ 21,847.33
Freight					\$ -
Total					\$ 274,692.27



CalSave Contract #523868

V3220-R6		1	\$ -	\$ -	
V3220AE-BASE-R6	V3220HA System with Dual Cntrlr & IOXM	2	\$ 7,711.30	\$ 15,422.60	
SW-2-3220A-CIFS-C	SW-2,CIFS,3220A,-C	2	\$ 3,339.31	\$ 6,678.62	
SW-2-3220A-NFS-C	SW-2,NFS,3220A,-C	2	\$ 3,339.31	\$ 6,678.62	
SW-2-3220A-ONTAP8-C	SW-2,Data ONTAP-Essentials,3220A,-C	2		\$ -	
SW-2-3220A-VNSTORE-C	SW-2,V-Series Storage,3220A,-C	2	\$ 1,568.32	\$ 3,136.64	
SW-2-FCP-C	SW-2,FCP,-C	2		\$ -	
X6536-R6-C	Cable,Cntrlr-Shelf/Switch,5m,LC/LC,Op,-C	2	\$ 72.38	\$ 144.76	
X6553-R6-C	Cable,Cntrlr-Shelf/Switch,2m,LC/LC,Op,-C	12	\$ 60.32	\$ 723.84	
X6562-R6-C	Cable,Ethernet,5m RJ45 CAT6,-C	2	\$ -	\$ -	
X-SFP-H10GB-CU5M-R6-C	Cisco N50XX 10GBase Copper SFP+cable,5m,-C,R6	2	\$ 124.90	\$ 249.80	
X1117A-EN-R6-C	NICII 2-Port Bare Cage SFP+ 10GbE PCIe,EN,-C	4	\$ 962.70	\$ 3,850.80	
X1139A-EN-R6-C	ADPT 2-Pt Unified Tgt 10GbE SFP+ PCIe,EN,-C	6	\$ 1,520.06	\$ 9,120.36	
X2065A-EN-R6-C	HBA SAS 4-Port Copper 3/6 Gb QSFP PCIe,EN,-C	2	\$ 675.58	\$ 1,351.16	
X5515A-R6-C	Rackmount Kit,4N2,DS14-Middle,-C,R6	2	\$ 48.26	\$ 96.52	
X6569-R6-C	SFP+ for X1117A,Optical,10GbE,R6,-C	12	\$ 286.83	\$ 3,441.96	
X1985-R6-C	12-Node Cluster Cable Label Kit,-C	1	\$ -	\$ -	
FAS-V32XX-CHASSIS-R6-C	FAS/V32XX,Chassis,AC PS,-C,R6	2	\$ -	\$ -	
DOC-32XX-C	Documents,32XX,-C	1	\$ -	\$ -	
X1558A-R6-C	Power Cable,In-Cabinet,48-IN,C13-C14,-C	4	\$ -	\$ -	
CS-O2-NOINSTALL-4HR-VA	SupportEdge Premium 4hr Onsite, w/o Install,VA	1	\$ 10,732.44	\$ 10,732.44	
SW-2-CL-BASE	SW-2,Base,CL,Node	1	\$ -	\$ -	
SW-NOC-REPORT	SW,NetApp OnCommand Report,License	1	\$ -	\$ -	
SW-NOC-CORE	SW,NetApp OnCommand core	1	\$ -	\$ -	
FAS2240-2-R5		1	\$ -	\$ -	
FAS2240-2-0-2-R6	FAS2240-2,Zero HDD,Base2	1	\$ 3,595.07	\$ 3,595.07	
SW-2-CIFS-C	SW-2,CIFS,-C	1	\$ -	\$ -	
SW-2-FCP-C	SW-2,FCP,-C	1	\$ -	\$ -	
SW-2-ISCSI-C	SW-2,ISCSI,-C	1	\$ -	\$ -	
SW-2-NFS-C	SW-2,NFS,-C	1	\$ -	\$ -	
SW-2-2240-ONTAP8-P	SW-2,Data ONTAP Essentials,2240,-P	1	\$ -	\$ -	
X877B-R6	Rail Kit II,Cab,R6	3	\$ 21.71	\$ 65.13	
X8781-R6	Hardware Kit,Add-On Peripheral,Cabinet,R6	3	\$ 14.47	\$ 43.41	
X800-42U-R6	Power Cable,In-Cabinet,C13-C14	6	\$ -	\$ -	
DS4246-80TB-24M-SK-R6	DSK SHLF,4x200GB,20x4TB,Mixed,FAS22xx,SK	2	\$ 32,206.05	\$ 64,412.10	
X6557-R6	Cable,SAS Cntrlr-Shelf/Shelf-Shelf/HA,0.5m	2	\$ 48.25	\$ 96.50	
X6558-R6	Cable,SAS Cntrlr-Shelf/Shelf-Shelf/HA,2m	2	\$ 72.38	\$ 144.76	
X6560-R6	Cable,Ethernet,0.5m RJ45 CAT6	3	\$ 2.89	\$ 8.67	
X6561-R6	Cable,Ethernet,2m RJ45 CAT6	1	\$ 4.34	\$ 4.34	
X6558-R6	Cable,SAS Cntrlr-Shelf/Shelf-Shelf/HA,2m	2	\$ 72.38	\$ 144.76	
X6559-R6	Cable,SAS Cntrlr-Shelf/Shelf-Shelf/HA,5m	4	\$ 96.51	\$ 386.04	
X1985-QS-R6	Cluster Cable Label Kit,QS	1	\$ 143.77	\$ 143.77	
PS-TMS-CONSLT-DAY-ZA	Installation/Consulting Day < 6, ZA Exp. 1yr. from PO	5	\$ 2,201.47	\$ 11,007.35	
				Hardware	\$ 119,940.23
				Support	\$ 10,732.44
				Installation/Consulting	\$ 11,007.35
				Tax	\$ 10,794.62
				Freight	\$ -
				Total	\$ 152,474.64



CalSave Contract #523868

To Cover Nexus 7k's					
1521331	APC SMART UPS RT 10,000VA RACK TOWER*	2		\$ 5,358.43	\$ 10,716.86
584484	APC RACK PDU BASIC 1U 24A 208V	4		\$ 217.70	\$ 870.80
2307015	APC NETSHELTER SX 42U 750MM ENCLOS	1		\$ 2,101.56	\$ 2,101.56
To Cover UCS					
1485672	APC SMART UPS RT 6000VA RACK TWR 208**	1		\$ 3,825.79	\$ 3,825.79
584484	APC RACK PDU BASIC 1U 24A 208V	1		\$ 217.70	\$ 217.70
Nexus Racks					
CN2NU		2		\$ 3,840.00	\$ 7,680.00
				Hardware	\$ 25,412.71
				Warranty	N/A
				Install	\$ 2,100.00
				<b>CalSave Contract #523868</b>	\$ 2,287.14
					\$ -
				<b>Total</b>	\$ 29,799.85

Notes:

\*Each UPS will require a 70 amp single phase breaker to hardwire to. Each 7010 will have (6) C19 plugs coming off it.

\*\*This UPS will need an L6-30 receptacle for the UPS to plug into. The 5108 will have (4) C19 plugs coming off it.



Cisco Prime Licsing and 8500 Upgrades

CalSave Contract: 523868



<b>AIR-CT8510-1K-K9</b>	Cisco 8500 Series Wireless Controller Supporting 1000 Aps	175,000.00	\$	-	1	\$	-
AIR-CT8510-K9	Base PID for Cisco 8500 Series Wireless Controller	Included	\$	-	1	\$	-
AIR-PWR-CORD-NA	AIR Line Cord North America	Included	\$	-	2	\$	-
LIC-8500-BASE	8500 Base License	Included	\$	-	1	\$	-
LIC-CT8500-1000	1000 AP License for Cisco 8500 Wireless Controller	Included	\$	-	1	\$	-
AIR-CT8510-SW-7.4	Cisco 8510 Wireless Controller SW Rel. 7.4	0	\$	-	1	\$	-
AIR-SVR-CAB	Ethernet Cables	0	\$	-	1	\$	-
CON-SNT-AIRCT85Z	SMARTNET 8X5XNBD Cisco 8500 Series Wi	22,750.00	\$	-	1	\$	-
<b>AIR-CT8510-HA-K9</b>	Cisco 8510 Series High Availability Wireless Controller	60,000.00	\$	-	1	\$	-
AIR-CT8510-K9	Base PID for Cisco 8500 Series Wireless Controller	Included	\$	-	1	\$	-
AIR-CT8510-SW-7.3	Cisco 8510 Wireless Controller SW Rel. 7.3	Included	\$	-	1	\$	-
AIR-PWR-CORD-NA	AIR Line Cord North America	Included	\$	-	2	\$	-
LIC-8500-BASE	8500 Base License	Included	\$	-	1	\$	-
<b>L-LIC-CT8500-UPG</b>	Top Level SKU for 8500 AP Upgrade Licenses (eDelivery)	\$	-	\$	-	1	\$
CON-SNT-CT851KA	SMARTNET 8X5XNBD 1000 AP Adr Lic for CSC 8500 W-less Ctrl	\$ 22,750.00	\$	-	1	\$	-
CON-SNT-LICCT85	SMARTNET 8X5XNBD 100 AP Adder License	\$	-	\$	-	1	\$
L-LIC-CT8500-1000A	1000 AP Adder E-License for Cisco 8500 Wireless Controller	\$ 175,000.00	\$	89,250.00	1	\$	89,250.00
<b>R-PI12-K9</b>	Cisco Prime Infrastructure 1.2	\$	-	\$	-	1	\$
L-PI12-LF-500-LIC	Prime Infrastructure 1.2 - Lifecycle - 500 Device Lic PAK	Included	\$	-	1	\$	-
L-PILMS42-500	Prime Infrastructure LMS 4.2 - 500 Device Base Lic	Included	\$	-	1	\$	-
CON-SAU-PI12K9B	SW APP SUPP + UPGR NULL SKU-No line item services included	\$	-	\$	-	1	\$
CON-SAU-PI12LF5H	SW APP SUPP + UPGR PI 1.2 - Lifecycle - 500 Device Lic	\$ 7,400.00	\$	-	1	\$	-
L-PI12-LF-500	Prime Infrastructure 1.2 - Lifecycle - 500 Device Lic	\$ 37,000.00	\$	-	1	\$	-
						<b>Hardware</b>	\$
						<b>Licenses</b>	\$ 89,250.00
						<b>Smartnet</b>	\$
						<b>Tax</b>	\$
						<b>Freight</b>	\$
						<b>Total</b>	\$ 89,250.00



CDWG.com | 800.594.4239

OE400SPS

# SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
DSXD156	0586252	10/7/2013

**BILL TO:**  
 WEST CONTRA COSTA UNIFIED  
 SCHOOL DI  
 PO BOX 4014  
 NO ERATE ORDERS ON VERBAL

**SHIP TO:**  
 WEST CONTRA COSTA UNIFIED  
 SCHOOL DI  
 810 OHIO AVE  
 STORES WAREHOUSE

Accounts Payable  
 RICHMOND, CA 94804-0014

RICHMOND, CA 94804-2463  
 Contact: CHRIS HANNA 510.231.1193

Customer Phone #

Customer P.O. # DSDX156 QUOTE

ACCOUNT MANAGER		SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
MIKE TOMEI 866.228.4249		FEDEX Ground	NET 30 Days-Govt/Ed	
QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
700	1454026	CISCO IP PHONE 7945-GETH COL SPARE Mfg#: CP-7945G= Contract: CalSAVE Technology Contract 523868	284.20	198,940.00
200	1454029	CISCO UNIFI IP PHONE 7965-GETH SPARE Mfg#: CP-7965G= Contract: CalSAVE Technology Contract 523868	359.60	71,920.00
			SUBTOTAL	270,860.00
			FREIGHT	0.00
			TAX	24,377.40
				US Currency
<b>TOTAL</b>				<b>295,237.40</b>

CDW Government  
 230 North Milwaukee Ave.  
 Vernon Hills, IL 60061

Fax: 312.705.7719

**Please remit payment to:**  
 CDW Government  
 75 Remittance Drive  
 Suite 1515  
 Chicago, IL 60675-1515

### Sites that are to be upgraded to the VOIP Phone System are:

Alvarado Adult, Cameron, Chavez, Collins, Crespi, Fairmont, Hanna Ranch, Highland, Lake, Middle College, Olinda, Richmond High, Serra Adult, Shannon, Stege, Portola, Valley View, and Wilson.

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.asp>  
 For more information, contact a CDW account manager.



CDWG.com | 800.594.4239

OE400SPS

# SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
DTQL708	0586252	10/22/2013

**BILL TO:**  
 WEST CONTRA COSTA UNIFIED  
 SCHOOL DI  
 PO BOX 4014  
 NO ERATE ORDERS ON VERBAL

**SHIP TO:**  
 WEST CONTRA COSTA UNIFIED  
 SCHOOL DI  
 Attention To: COLLEEN DENNY  
 PO BOX 4014  
 NO ERATE ORDERS ON VERBAL

Accounts Payable  
 RICHMOND, CA 94804-0014

RICHMOND, CA 94804-0014  
 Contact: CHRIS HANNA 510.231.1193

Customer Phone #

Customer P.O. # DTQL708 QUOTE

ACCOUNT MANAGER		SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
MIKE TOMEI 866.228.4249		DROP SHIP-GROUND	NET 30 Days-Govt/Ed	
QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
12	3012819	CISCO DIRECT WS-C3850-48F-L Mfg#: WS-C3850-48F-L Contract: CalSAVE Technology Contract 523868	6,612.00	79,344.00
17	2987613	CISCO DIRECT STACK-T1-50CM= Mfg#: STACK-T1-50CM= Contract: CalSAVE Technology Contract 523868	58.00	986.00
SUBTOTAL				80,330.00
FREIGHT				0.00
TAX				7,229.70

US Currency

**TOTAL 87,559.70**

CDW Government  
 230 North Milwaukee Ave.  
 Vernon Hills, IL 60061

Fax: 312.705.7719

**Please remit payment to:**  
 CDW Government  
 75 Remittance Drive  
 Suite 1515  
 Chicago, IL 60675-1515

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

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

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**To:** Board of Education **Meeting Date:** December 11, 2013  
**From:** Bill Fay **Agenda Item:** CI C.14  
Associate Superintendent for Operations  
**Subject:** Ratification and Approval of Engineering Services Contracts

**Background Information:**

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

**Recommendation:**

Ratify and approve contracts.

**Fiscal Impact:** Total for this action: \$1,196,368. Funding sources Measure J Bond, Measure D-2010 Bond, Measure E-2012, and Fund 40

DISPOSITION BY BOARD OF EDUCATION

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

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

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

**ENGINEERING & ARCHITECTURAL SERVICES CONTRACTS**

<b>Project/Funding</b>	<b>Dates</b>	<b>Firm</b>	<b>Contract Cost</b>	<b>Reference</b>
Hercules Middle High School Science & Culinary Arts Building Project  Measure D-2010 Bond (PID:3761356-00)	October 2013 through January 2014	Interactive Resources	Not to Exceed \$5,000	DSA certification
Highland Elementary School Campus Replacement Project  Measure E-2012 Bond (PID:1221357-04)	October 2013 through January 2014	KCP	\$31,800	Boundary and topographic survey services
Portola Middle School Campus Replacement Project  Measure J Bond (PID:2141103-06)	October 2013 through December 2013	HY Architects, Inc.	\$16,690	Additional design services.
WCCUSD Facilities Operation Center Permanent Relocation  Measure E-2012 Bond (PID:66910037-00)	December 2013 through April 2014	Grossman Design Group	\$30,000	Waterproofing design consultation.
Montalvin Elementary School Classroom Building Project  Measure D-2010 Bond (PID:1401347-00)	December 2013 through June 2014	Environmental Technical Services, Inc.	\$17,550	Environmental Engineering services & Site Assessment
FOC Building  Fund 40 (PID:6691396-00)	October 2013 through June 2014	Allana Buick & Bers	\$58,088	Design Services
Bond Program Management  Measure J & D-2010 Bonds	July 2013 through March 2014	Blueprint Express	\$86,550	Reproduction Services.
Wilson Elementary School Campus Replacement Project  Measure D-2010 Bond (PID:1651384-03)	May 2013 through December 2013	Interactive Resources	\$900,000	Additional design fee.

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

**ENGINEERING & ARCHITECTURAL SERVICES CONTRACTS**

Coronado Elementary School Campus Replacement Project  Measure D-2010 Bond (PID:1121341-00)	December 2013 through April 2015	RMA Group	\$50,690	Geotechnical observation and testing services during construction.
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West Contra Costa Unified School District  
1108 Bissell Avenue  
Richmond, California 94801-3135  
Office of Superintendent of Schools

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

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**To:** Board of Education **Meeting Date:** December 11, 2013  
**From:** Bill Fay **Agenda Item:** CI C.15  
Associate Superintendent for Operations  
**Subject:** Ratification and Approval of Negotiated Change Orders

**Background information:**

Staff is seeking ratification of Change Orders on the following current District construction projects: New Gompers/LPS Schools. 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 accordance with Public Contract Code 20118.4, the Board, by 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: \$193,461.00

DISPOSITION BY BOARD OF EDUCATION

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

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

**December 11, 2013 Change Order Ratification Summary**

	Project	Company	Original Contract	Previously Approved CO's	Items Pending Board Action		Change Percent	Total CO's	Total CO Percent of Original Contract	Adjusted New Contract	Change Order Numbers
					CO's Pending Ratification	CO's Pending Approval					
9	New Gompers & LPS Schools	Lathrop Construction Assoc.	\$53,887,350.00	\$76,970.00	\$103,765.00	\$0.00	0.19%	\$270,431.00	0.50%	\$54,157,781.00	18
					\$89,696.00	\$0.00	0.17%				19

Pending Board Actions	Ratifications	\$193,461.00
	Approvals	\$0.00
	Total Board Action	\$193,461.00

Note: the proposed Board Action is to Ratify all Change Orders below ten percent (10%) of the Contract Value; the change order amounts pending Board Approval is the portion of the Change Order(s) above 10%.



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

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

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**To:** Board of Education **Meeting Date:** December 11, 2013  
**From:** Bill Fay **Agenda Item:** CI C.16  
Associate Superintendent for Operations  
**Subject:** Citizens' Bond Oversight Committee (CBOC) Appointment: Tashia Flucas

**Background Information:**

The Contra Costa Taxpayers Association has forwarded a recommendation that Tashia Flucas be the Taxpayers' Organization appointee on the West Contra Costa Unified School District Citizens Bond Oversight Committee.

**Recommendation:**

Approve appointment as noted.

**Fiscal Impact:** None

DISPOSITION BY BOARD OF EDUCATION

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

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

# CocoTax

Contra Costa Taxpayers Association

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P.O. Box 27, Martinez, CA 94553-0114 • [alex@cocotax.org](mailto:alex@cocotax.org) • [www.cocotax.org](http://www.cocotax.org)

November 5, 2013

Dr. Bruce Harter  
Superintendent  
West Contra Costa Unified School District  
1108 Bissell Avenue  
Richmond, CA 94801-3135

RE: Vacant Taxpayer Position on WCCUSD Citizens' Bond Oversight Committee

Dear Bruce:

I withdraw my name for the vacant Taxpayer position on the WCCUSD Citizens' Bond Oversight Committee.

I would like to submit Tashia Flucas to assume the vacant Taxpayer position on the WCCUSD Citizens' Bond Oversight Committee.

If you have any questions, please feel free to contact me at 925.289.6900.

Thank you.

Sincerely,



Alex Aliferis  
Executive Director

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:** December 11, 2013  
**From:** Bill Fay **Agenda Item:** CI C.17  
Associate Superintendent Operations  
**Subject:** Resolution No. 44-1314: Adoption of Uniform System of Prequalifying and Rating Prospective Bidders for Construction Project

**Background information:** The District has developed the attached Uniform System of Prequalifying and Rating Prospective Bidders (“Prequalification”) for prequalification of all trade contractors and subcontractors for the District’s “Major Projects”. Major Projects is defined to mean a construction project that has a projected expenditure of Sixteen Million Dollars (\$16,000,000) or more. This Prequalification process shall be adjusted as necessary to prequalify District projects under the mandatory prequalification requirement of Public Contract Code section 20111.6.

The Prequalification requires that all trade contractors and subcontractors that intend to bid on a Major Project to perform any subcontract work in excess of Five Hundred Thousand Dollars (\$500,000) must complete and submit to the District a standardized prequalification questionnaire and financial statement. This enhanced prequalification process enables the District to build a pool of contractors and subcontractors that have demonstrated they meet certain minimum District criteria.

The District has also developed the attached Prequalification for Richmond Swim Center Building Remediation and Aquatic Programming Project for prequalification of specified trade and specialty contractors and subcontractors. Because this Project will be awarded after January 1, 2014, the District must prequalify all general contractors, and if utilized, all electrical, mechanical, and plumbing subcontractors for this project. This Prequalification will be adjusted as necessary to meet the requirements of Public Contract Code section 20111.6

**Recommendation:** Adopt Resolution No.44-1314 – ADOPTING UNIFORM SYSTEM OF PREQUALIFYING AND RATING PROSPECTIVE BIDDERS FOR PREQUALIFICATION ON CERTAIN CONSTRUCTION PROJECTS PURSUANT TO PUBLIC CONTRACT CODE SECTION 20111.6

**Fiscal Impact:** No fiscal impact or implications associated with the approval of these documents.

DISPOSITION BY BOARD OF EDUCATION

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

**RESOLUTION NO. 44-1314**  
**A RESOLUTION OF THE GOVERNING BOARD OF THE**  
**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT**  
**ADOPTING UNIFORM SYSTEM OF PREQUALIFYING AND RATING**  
**PROSPECTIVE BIDDERS FOR PREQUALIFICATION ON CERTAIN**  
**CONSTRUCTION PROJECTS PURSUANT TO PUBLIC CONTRACT CODE SECTION**  
**20111.6**

**WHEREAS**, the West Contra Costa Unified School District (“District”) intends to prequalify prospective bidders for its Measures J, D 2010 and E 2012 Bond Program Projects; and

**WHEREAS**, Public Contract Code (“PCC”) §20111.6(a) requires that school districts prequalify contractors on all public projects awarded on or after January 1, 2014, that use funds received pursuant to the Leroy F. Greene School Facilities Act of 1998 ... or any funds from any future state school bond monies, and that involves a projected expenditure of one million dollars (\$1,000,000) or more; and

**WHEREAS**, that prequalification shall be in the form of a “standardized prequalification questionnaire and financial statement” (PCC §20111.6(b)); and

**WHEREAS**, PCC §20111.6 (b) requires school districts to adopt and apply a uniform system of rating prospective bidders on the basis of the completed questionnaires and financial statements, in order to determine whether the prospective bidders are deemed qualified to bid on District construction projects; and

**WHEREAS**, PCC §20111.6, requires that general contractors, and if utilized, all electrical, mechanical, and plumbing subcontractors must submit a completed questionnaire and financial statement for prequalification pursuant at least ten (10) business days prior to the date fixed for the public opening of sealed bids or be prequalified for at least five (5) business days prior to that date; and

**WHEREAS**, the District intends to develop a Questionnaire, Financial Statement and Rating System to be used to prequalify prospective bidders on any construction project meeting the threshold requirements of PCC §20111.6; and

**WHEREAS**, the minimum criteria set forth in the Rating System shall include, inter alia, a requirement for a prospective bidder to have constructed a minimum number of California school district or community college construction projects of a minimum size within the recent past for the same license classification, and with a similar scope of work to the type of work for which they are bidding; and

**WHEREAS**, the Questionnaire, Financial Statement and Rating System cover, at a minimum, the issues covered by the standardized questionnaire and model guidelines for rating bidders developed by the Department of Industrial Relations; and

**WHEREAS**, the Questionnaire includes a process for prospective bidders to appeal certain decisions with respect to the Prequalification Process (“Appeal Process”); and

**WHEREAS**, the District intends to adopt the Questionnaire, Rating System, Prequalification Process, and Appeal Process for prequalification on District projects meeting the threshold set forth in PCC § 20111.6 and its Major Projects, consistent with the documents attached as Exhibit “A”, but tailored to each particular construction project contemplated by the District, and consistent with and in compliance with Public Contract Code section 20111.6; and

**WHEREAS**, Education Code §35161 provides that “the governing board of any school district may execute any powers delegated by law to it or to the district of which it is the governing board, and shall discharge any duty imposed by law upon it or upon the district of which it is the governing board, and may delegate to an officer or employee of the district any of those powers or duties. The governing board, however, retains ultimate responsibility over the performance of those powers or duties so delegated”; and

**WHEREAS**, pursuant to Education Code §35161, the Board intends that the District’s Superintendent, or his designee, shall have the authority to:

1. Adjust the size, type and number of past projects required of each prospective bidder to prequalify for specific project(s);
2. Adjust the minimum score required to prequalify for specific project(s) for which the District is prequalifying;
3. Remove, add or modify specific questions in the Questionnaire for specific project(s) for which the District is prequalifying;
4. Determine whether to prequalify prospective bidders on projects that do not require prequalification pursuant to PCC §20111.6;
5. Establish a process for prequalifying prospective bidders on a quarterly or annual basis; and
6. Adjust other requirements of the District’s Prequalification Process as necessary to ensure the establishment of a qualified pool of responsible bidders.

**WHEREAS**, the District intends to also prequalify all trade contractors and subcontractors on all construction projects with a projected expenditure of Sixteen Million Dollars (\$16,000,000) or more (“Major Projects”), if the value of the subcontract scope of work is projected to exceed Five Hundred Thousand Dollars (\$500,000); and

**WHEREAS**, District staff have developed a Contractor's Prequalification Questionnaire ("Questionnaire") and a uniform system of rating prospective bidders based upon the completed Questionnaires ("Rating System") for use with the District's Major Projects in accordance with PCC §20111.6; and

**WHEREAS**, the District's Major Projects Prequalification Questionnaire and Rating System is attached hereto as Exhibit "A" and made a part hereof by this reference; and

**WHEREAS**, the District intends to also prequalify specialty trade contractors and subcontractors for the Richmond Swim Center Building Remediation and Aquatic Programming Project ("Richmond Swim Center Project"); and

**WHEREAS**, District staff have developed a Prequalification for the Richmond Swim Center Project that will be certified in accordance with the District's uniform system of rating prospective bidders based upon the completed questionnaires to prequalify general contractors, specialty trade contractors and subcontractors performing the following scopes of work: (1) Swimming Pool Work; (2) Swimming Pool Deck Work; (3) Operable Skylight Work; (4) Structural Steel Work; and (5) Natatorium Metal Deck Work; and

**WHEREAS**, the District will also prequalify all contractors and subcontractors for the Richmond Swim Center Project in accordance with PCC §20111.6; and

**WHEREAS**, the District's Richmond Swim Center Project Prequalification Questionnaire and Rating System is attached hereto as Exhibit "B" and made a part hereof by this reference;

**NOW, THEREFORE**, the Governing Board of the West Contra Costa Unified School District hereby finds, determines, declares, orders and resolves as follows:

Section 1. That the above recitals are true and correct.

Section 2. That the District's Superintendent, or his designee, is hereby delegated the authority to:

1. Develop and establish a prequalification questionnaire, rating system and related process consistent with PCC §20111.6 for the prequalification of contractors and specified subcontractors for the District's construction projects that have involves a projected expenditure of one million dollars (\$1,000,000) or more and that use state school bond funds or for which the District will seek reimbursement from the state.
2. Adjust the size, type and number of past projects required of each prospective bidder to prequalify for specific project(s);
3. Adjust the minimum score required to prequalify for specific project(s) for which the District is prequalifying;

4. Remove, add or modify specific questions in the Questionnaire for specific project(s) for which the District is prequalifying;
5. Determine whether to prequalify prospective bidders on projects that do not require prequalification pursuant to PCC §20111.6;
6. Establish a process for prequalifying prospective bidders on a quarterly or annual basis; and
7. Adjust other requirements of the District's Prequalification Process as necessary to ensure the establishment of a qualified pool of responsible bidders.

Section 3. That the Questionnaire, Procedure, Rating System, Prequalification Process, and Appeal Process for the District's Major Projects prequalification are approved and adopted.

Section 4. That the Questionnaire, Procedure, Rating System, Prequalification Process and Appeal Process for the District's Richmond Swim Center prequalification are approved and adopted.

**APPROVED, PASSED AND ADOPTED** by the Governing Board of the West Contra Costa Unified School District on this 11<sup>th</sup> day of December 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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President, Governing Board  
West Contra Costa Unified School District

ATTEST:

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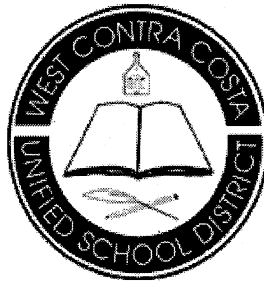
Secretary, Governing Board  
West Contra Costa Unified School District

**EXHIBIT "A"**

**PREQUALIFICATION QUESTIONNAIRE  
MAJOR PROJECTS**



**NOTICE**  
**REGARDING**  
**PREQUALIFICATION**  
**OF**  
**TRADE CONTRACTORS/SUBCONTRACTORS**  
**FOR**  
**MAJOR PROJECTS**  
**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT**



**August 27, 2013**

**PREQUALIFICATION OF TRADE CONTRACTORS/SUBCONTRACTORS  
FOR MAJOR PROJECTS  
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT**

**August 27, 2013**

**I. BACKGROUND AND OVERVIEW**

The West Contra Costa Unified School District ("District") is requiring that Trade Contractors and Subcontractors ("Trade Contractors/Subcontractors") be prequalified before submitting a bid on ("Major Projects"), if the subcontract price exceeds, or is anticipated to exceed, five hundred thousand dollars (\$500,000).

Major Projects will be going out to bid beginning in early 2013 and extending through the year. The construction projects are anticipated to include modernizations and reconstruction projects (new construction, demolition of older existing schools, and sitework). It is also anticipated that there will be a number of smaller projects bidding during 2013 ("Small Projects"). If two or more business entities submit a bid on a project as a joint venture, or expect to submit a bid as part of a joint venture, each entity within the joint venture must be separately prequalified to bid.

As a condition of bidding to perform any subcontract work in excess of five hundred thousand dollars (\$500,000) on Major Projects, and in accordance with California Public Contract Code 20111.5(e), the District requires Trade Contractor/Subcontractors to fully complete a prequalification questionnaire and a financial statement.

Once a Trade Contractor/Subcontractor's prequalification statement is submitted, the District will notify the Trade Contractor/Subcontractor if it meets the prequalification requirements. The Trade Contractor/Subcontractor will be eligible to submit bids to prequalified General Contractors on any Major Project within the Trade Contractor/Subcontractor's financial capacity and, if required, bonding capacity.

Trade Contractor/Subcontractors will be prequalified for one (1) calendar year following the date of initial prequalification. The District reserves the right to request that Trade Contractor/Subcontractor(s) update prequalification forms on a quarterly basis. The District also reserves the right to revoke, suspend or rescind the prequalification status of a Trade Contractor/Subcontractor due to changes in Trade Contractor/Subcontractor's status or the failure of a Trade Contractor/Subcontractor to update its status or information.

The District reserves the right to use some or all of the information provided in this form for evaluation purposes.

While it is the intent of the prequalification questionnaire and documents required therewith to assist the District in determining bidder responsibility prior to the submission of bids and to aid the District in selecting the lowest responsible bidder, neither the fact of prequalification, nor any prequalification rating, will preclude the District from a post-bid consideration and determination on a specific project of whether a bidder has the quality, fitness, capacity, and experience to satisfactorily perform the proposed work, and has demonstrated the requisite trustworthiness.

For information regarding the prequalification process and to secure the District's prequalification documents, please contact Magdy Abdalla, District Engineering Officer, at (510) 307-4540 or via e-mail, [mabdalla@wccusd.net](mailto:mabdalla@wccusd.net), or Keith Holtslander, Director of Facilities and Construction, at (510) 307-4540 or via e-mail, [kholtlander@wccusd.net](mailto:kholtlander@wccusd.net).

## II. PROJECT DESCRIPTIONS

The District has determined that any Trade Contractor/Subcontractor whose base bid will exceed five hundred thousand dollars (\$500,000), must be prequalified prior to submitting a bid on a project.

## III. PREQUALIFICATION PROCESS

The following process will govern the conduct of Trade Contractor/Subcontractor prequalification for the District's Major Projects. A Trade Contractor/Subcontractor who submits prequalification responses thereby consents to and will comply with the procedures outlined below and as set forth in greater detail in this document.

- A. Submittal: Project Specific: Prequalification information for specific or individual projects must be submitted no later than the date specified for each individual project, or at least 20 (twenty) calendar days prior to the bid due date, if not otherwise specified for a specific project.
- B. Submittal Deadline: To be considered for prequalification on the District's Major Projects, this year's prequalification information must be received by the District by Tuesday, **September 27, 2013**. All prospective licensed Trade Contractor/Subcontractors who wish to prequalify for work on Major Projects shall submit a fully complete Trade Contractor/Subcontractor Prequalification Questionnaire and Certification ("Questionnaire") along with required attachments in a sealed envelope to:

**West Contra Costa Unified School District  
Attn: Magdy Abdalla, District Engineering Officer  
1400 Marina Way South  
Richmond, CA 94804**

- C. Form: Trade Contractor/Subcontractor shall submit to the District a complete Questionnaire on green paper by the deadline above. No other prequalification documents previously completed by Trade Contractor/Subcontractors will meet these requirements. All information requested in the Questionnaire must be provided in order to be considered "responsive" to the requirements of prequalification. The Questionnaire shall be submitted as one package – it shall not be submitted "piecemeal." Trade Contractor/Subcontractors shall submit one (1) completed Questionnaire with required attachments in "hard copy" format (i.e., 8-1/2" x 11" paper) in a sealed envelope. Any questions regarding this package should be directed to Magdy Abdalla, District Engineering Officer, at (510) 307-4540 or via e-mail, [mabdalla@wccusd.net](mailto:mabdalla@wccusd.net), or Keith Holtslander, Director of Facilities and Construction, at (510) 307-4540 or via e-mail, [kholtlander@wccusd.net](mailto:kholtlander@wccusd.net). Submission of an incomplete and/or unclear Questionnaire may result in a determination that the Trade Contractor/Subcontractor is non-responsive and/or not qualified.
- D. District's Review: Information submitted in the Questionnaire shall not be public information and shall not be open to public inspection, to the extent allowed by law. Trade Contractor/Subcontractors that have submitted a Questionnaire shall receive written notification of their prequalification status. All information provided will be kept confidential to the extent permitted by law, although the contents may be disclosed to third parties for the purpose of verification, investigation of substantial allegations, and in the process of an appeal hearing. State law requires that the names of contractors applying for prequalification status shall be public records subject to disclosure, and the first page of the Questionnaire will be used for that purpose. The District reserves the right to reject all Questionnaires or to waive irregularities in any Questionnaire received, to make all final determinations, and to determine at any time that the prequalification procedures will not be applied to a future public works project.
- E. Addenda: Any addenda issued will be faxed, mailed, or sent by messenger service to all Trade Contractor/Subcontractors known to the District to have received a Questionnaire and who have provided a complete and legible physical address, telephone number, and fax number for receipt of addenda. The receipt of all addenda must be acknowledged on the Trade Contractor/Subcontractor's Questionnaire.

- F. Non-responsiveness: A Trade Contractor/Subcontractor's Questionnaire may be deemed non-responsive if:
1. The Questionnaire is not returned on time.
  2. Trade Contractor/Subcontractor does not provide all requested information on District forms (**green in color**).
  3. The Questionnaire is not signed under penalty of perjury by individuals who have the authority to bind the Trade Contractor/Subcontractor on whose behalf they are signing.
  4. Information contained in the Questionnaire is not updated under penalty of perjury when it is no longer accurate.
  5. Any information provided by the Trade Contractor/Subcontractor is misleading or inaccurate in any material manner (e.g., financial resources are overstated; previous violations of law are not accurately reported). Even after a Trade Contractor/Subcontractor has been determined to be prequalified, the District reserves the right to revoke that determination at any subsequent time, if it determines that any information provided by the Trade Contractor/Subcontractor was incomplete, misleading, inaccurate or false in any material manner, and may debar Trade Contractor/Subcontractor from future bidding.

#### IV. QUALIFICATION CRITERIA

##### Essential Criteria

As detailed herein, each potential Trade Contractor/Subcontractor must provide specific information that will be reviewed and scaled by the District. Certain qualifications are essential. Any potential Trade Contractor/Subcontractor, who cannot satisfy all of the following requirements ("Essential Criteria"), regardless of the ranking or ability to meet other criteria, will not be prequalified:

1. School Projects: The Trade Contractor/Subcontractor shall have been listed and performed subcontract construction work on a minimum of two (2) Division of State Architect ("DSA") approved California public school district construction projects, each with a sub-contract in the range of three hundred fifty thousand dollars (\$350,000) to five hundred fifty thousand dollars (\$500,000) within the past five (5) years.

- 2.Default or Bankruptcy: The Trade Contractor/Subcontractor, its officers, Responsible Managing Officer ("RMO, or Responsible Managing Employee ("RME"), either performing work under its current license or under other licenses through other entities, including a joint venture, shall not have defaulted on a sub-contract within the past five (5) years or declared bankruptcy or been placed in receivership within the past five (5) years.
- 3.Licensure: The Trade Contractor/Subcontractor shall hold a current, active C license for its specific trade that has been consistently active for at least five (5) years and that has not been suspended or revoked.
- 4.Disqualification: The Trade Contractor/Subcontractor, its officers, RMO, or RME, either performing work under its current license or under other licenses through other entities, shall not have been disqualified, debarred, forbidden, or found non-responsible, or otherwise prohibited, from performing work for and/or bidding on work for any public school district or other public agency within the State of California within the past five (5) years.
- 5.Termination: The Trade Contractor/Subcontractor shall not have been substituted for performance-related concerns on work for any public school district or other public agency within the State of California within the past five (5) years.

#### **Other Criteria**

As stated above, each Trade Contractor/Subcontractor must satisfy all of the Essential Criteria, regardless of its ranking or ability to meet other criteria or the Trade Contractor/Subcontractor will not prequalify for District work. The Questionnaire contains questions for which a numerical score will be given for specific answer(s). A Trade Contractor/Subcontractor must receive a minimum number of points, regardless of its ability to meet other criteria, or the Trade Contractor/Subcontractor will not prequalify for District work. Even if a Trade Contractor/Subcontractor meets the Essential Criteria and receives at least the minimum number of points, the District reserves the right to disqualify it from bidding on other grounds.

The District will use some or all of the following criteria in qualifying each Trade Contractor/Subcontractor. The District reserves the right to modify the following criteria and to add or delete criteria at its sole discretion at any time prior to opening the Questionnaires.

1. Previous Experience: The Trade Contractor/Subcontractor shall demonstrate experience working on public works projects, including K-12 public school projects approved by the DSA, as follows:
  - a. Previous or current sub-contracts for similar types of projects that demonstrate equivalent quality, design, detailing, finishes and construction.
  - b. Experience in managing scopes of work on projects of similar scale and complexity with strict budget and schedule compliance.
2. Business History: The Trade Contractor/Subcontractor has a history of having continuously been in business as a licensed Trade Contractor/Subcontractor.
3. Workers' Compensation Experience Modifier: The Trade Contractor/Subcontractor shall demonstrate an acceptable Workers' Compensation Experience Modification Rate ("EMR") for the past five (5) years. An EMR that is .5 or less will score 10, and one that is greater than 1.4 will score 0 points.
4. Violations of Regulations or Laws: The Trade Contractor/Subcontractor shall demonstrate that it is has not, in any of its forms, been found in violation of applicable state laws or regulations, including public bidding requirements.
5. Quality Control: The Trade Contractor/Subcontractor shall demonstrate quality, appropriateness, and thoroughness of quality control techniques.
6. Financial Strength: The Trade Contractor/Subcontractor shall demonstrate its financial ability to undertake and complete the project.
7. References: The Trade Contractor/Subcontractor shall provide references verifying past performance and data.

## **V. APPEALING A PREQUALIFICATION FINDING**

Unless a Trade Contractor/Subcontractor files a timely appeal, the Trade Contractor/Subcontractor waives any and all rights to challenge the prequalification decision of the District, whether by administrative process, judicial process or any other legal process or proceeding. There is no appeal from a finding that a Trade Contractor/Subcontractor is not prequalified because of a failure to submit required information. The date for submission and opening of bids for a specific project will not be delayed or postponed to allow for completion of an appeal process.

Trade Contractor/Subcontractor may appeal the District's decision as follows:

**Step 1. Request for Explanation:** Trade Contractor/Subcontractor shall submit, in writing, within three (3) working days from notification, a request for a written response from the District to explain any aspect of the District's determination.

**Step 2. Request for Meeting with Staff:** Within three (3) working days from receipt of the District's written response to the Trade Contractor/Subcontractor's request for information, Trade Contractor/Subcontractor may submit, in writing, a request for a meeting with the District's staff. Trade Contractor/Subcontractor may submit with the request any information that it believes supports a finding that District's determination should be changed.

**Step 3. Request for Meeting with District's Associate Superintendent of Operations:** Within three (3) working days after a meeting with District's staff, Trade Contractor/Subcontractor may submit, in writing, a request for a meeting with the District's Associate Superintendent of Operations at which time Trade Contractor/Subcontractor may submit any further information that it believes supports a finding that District's determination should be changed.

**Step 4 Request to Address District's Governing Board:** Within three (3) working days from a meeting with District's Associate Superintendent of Operations, Trade Contractor/Subcontractor may submit, in writing, a request that the District's finding be submitted to the District's governing board, at which time the Trade Contractor/Subcontractor may address the District's governing board.

Trade Contractor/Subcontractor's failure to comply with any of these time periods shall be deemed as Trade Contractor/Subcontractor's acceptance of District's determination of Trade Contractor/Subcontractor's prequalification status.

**\*\*\* END OF SECTION \*\*\***



[GREEN]

**TRADE CONTRACTOR/SUBCONTRACTOR PREQUALIFICATION QUESTIONNAIRE AND  
CERTIFICATION**

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Each prospective Trade Contractor/Subcontractor shall be currently licensed and shall submit the following information to establish its prequalification to bid to perform construction work on District facilities during a period of one year.

**A. TRADE CONTRACTOR/SUBCONTRACTOR'S INFORMATION**

Firm name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Mobile telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

(Name of individual completing statement)

Years in business as a licensed Trade Contractor/Subcontractor: \_\_\_\_\_

Types of work performed with own forces: \_\_\_\_\_

Years in business under current firm name: \_\_\_\_\_

Years at the above address: \_\_\_\_\_

Receipt and acceptance of the following addenda is hereby acknowledged:

No. \_\_\_\_\_ Dated \_\_\_\_\_

No. \_\_\_\_\_ Dated \_\_\_\_\_

No. \_\_\_\_\_ Dated \_\_\_\_\_

No addenda issued

**B. CURRENT ORGANIZATION AND STRUCTURE OF THE BUSINESS**

**1. For Firms That Are Corporations:**

- a. Date incorporated: \_\_\_\_\_
- b. Type of corporation (e.g., S Corp., C Corp., LLC): \_\_\_\_\_
- c. Under the laws of what state: \_\_\_\_\_
- d. Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least ten percent (10%) of the corporation's stock.

Attach all additional references and/or information on separate signed sheets.

Name	Position	Years with Co.	% Ownership	Social Security #

**2. For Firms That Are Partnerships:**

- a. Date of formation: \_\_\_\_\_
- b. Type of partnership (e.g., general, limited): \_\_\_\_\_
- c. Under the laws of what state: \_\_\_\_\_
- d. Provide all the following information for each partner who owns ten percent (10%) or more of the firm. Attach all additional references and/or information on separate signed sheets.

Name	Position	Years with Co.	% Ownership	Social Security #

**3. For Firms That Are Sole Proprietorships:**

- a. Date of commencement of business: \_\_\_\_\_
- b. Provide the following information for the current sole proprietor.

Name	Position	Years with Co.	% Ownership	Social Security #

**4. For Firms That Intend to Bid as a Joint Venture:**

- a. Date of commencement of joint venture: \_\_\_\_\_
- b. Provide all of the following information for each firm that is a member of the joint venture that expects to bid on one or more projects. Attach all additional references and/or information on separate signed sheets.

Name of Firm	% of Ownership of Joint Venture

- c. Provide all the following information for each owner of a firm that is a participant in a joint venture. Attach all additional references and/or information on separate signed sheets.

Name	Position	Years with Co.	% Ownership	Social Security #

**C. ASSOCIATED FIRMS**

Identify every construction firm and/or construction management firm that the Trade Contractor/Subcontractor or any person listed above has been associated with (as owner, general partner, limited partner or officer) at any time during the past five (5) years. Attach all additional references and/or information on separate signed sheets.

**NOTE:** For this question, "owner" and "partner" refer to ownership of ten percent (10%) or more of the business, or ten percent (10%) or more of its stock, if the business is a corporation.

State Person's Name or "Contractor" if Your Firm was Associated with Another Firm	Construction Firm or Construction Management Firm Name	Contractor's License No.	Dates of Person's Participation with Company

**D. HISTORY OF THE BUSINESS AND ORGANIZATIONAL PERFORMANCE**

1. Has there been any change in ownership of the firm at any time during the past three (3) years?

**NOTE:** A corporation whose shares are publicly traded is not required to answer this question.

Q Yes            Q No

If "yes," explain on a separate signed sheet.

2. Is the firm a subsidiary, parent, holding company, or affiliate of another construction firm?

**NOTE:** Include information about other firms if one firm owns ten percent (10%) or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.

Q Yes            Q No

If "yes," explain on a separate signed sheet, including the name of the related company and the percent ownership.

3. Are any corporate officers, partners or owners connected to any other construction firms?

**NOTE:** Include information about other firms if an owner, partner, or officer of your firm holds a similar position in another firm.

Q Yes            Q No

If "yes," explain on a separate signed sheet.

4. State your firm's gross revenues for each of the past four (4) years:

Year	Gross Revenue
	\$
	\$
	\$
	\$

**E. CONTRACTOR'S LICENSES**

1. Trade Contractor/Subcontractor shall be licensed in the State of California and shall submit the following information:

- a. Name of license holder exactly as on file with the California State License Board: \_\_\_\_\_
- b. License classification(s): \_\_\_\_\_
- c. License #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_
- d. Number of years license holder has held the listed license: \_\_\_\_\_
- e. Number of years Trade Contractor/Subcontractor has done business in California under contractor's license law: \_\_\_\_\_

2. Has your firm changed names or license number in the past five (5) years?

Q Yes            Q No

If "yes," explain on a separate signed sheet, including the reason for the change.

3. If any of your firm's license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individual(s) listed on the California State License Board records who meet(s) the experience and examination requirements for each license.

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4. Has any California State License Board license held by your firm or its RME or RMO been suspended within the last five (5) years?

Q Yes            Q No

If "yes," explain on a separate signed sheet.

**F. PROJECT REFERENCES**

Provide a summary list of **all** projects in which the Trade Contractor/Subcontractor has participated during the past five (5) years with a contract value of more than three hundred fifty thousand dollars (\$350,000). Failure to list all projects in which the Trade Contractor/Subcontractor has participated during the past five (5) years with a contract value of more than three hundred fifty thousand dollars (\$350,000) may result in Trade Contractor/Subcontractor's Questionnaire being deemed non-responsive at District's sole discretion. At least two (2) of these projects must be with California public school district(s) or Trade Contractor/Subcontractor cannot prequalify for District work. For the two (2) required public school district projects, please complete the following information:

**Please include all projects performed under all firm names identified in Section B (CURRENT ORGANIZATION AND STRUCTURE OF THE BUSINESS) and Section C (ASSOCIATED FIRMS).** Please use additional signed sheets when needed to explain or clarify any response or to include more responses with all requested information.

**District will assign points based on standardized questions that the District will ask Trade Contractor/Subcontractor's references.**

1. Project Name/Identification: \_\_\_\_\_
- a. Name of Trade Contractor/Subcontractor performing work: \_\_\_\_\_
- b. Project owner: \_\_\_\_\_

- c. General Contractor (name and telephone number for District reference):  
\_\_\_\_\_
- d. Project description: \_\_\_\_\_
- e. Project contract duration (mm/yyyy): \_\_\_\_\_
- f. Project address/location: \_\_\_\_\_
- g. Initial subcontract value (at time of bid award): \_\_\_\_\_
- h. Final subcontract value: \_\_\_\_\_
- i. Liquidated damages assessed (If yes, explain): \_\_\_\_\_
- j. Contact for verification (name and telephone number for District reference): \_\_\_\_\_
- k. Did the project include constructing or modernizing an earthquake resistant building? \_\_\_\_\_

2. **Additional References:** Attach all additional references on separate signed sheets as necessary.

**G. EVALUATION CRITERIA**

**1. Essential Criteria**

- a. Has your firm and/or any firm identified in Section B sub-contracted for and completed construction of a minimum of two (2) California public school district construction projects, each with a value of at least three hundred fifty thousand dollars (\$350,000), within the past five (5) years?

Q Yes            Q No

- b. Has your firm and/or any firm identified in Section B and/or Section C, or their officers, RMO, or RME, either performing work under the current license or under other licenses through other entities, including a joint venture defaulted on a contract within the past five (5) years or declared bankruptcy or been placed in receivership within the past five (5) years?

Q Yes            Q No

- c. Has your firm and/or any firm identified in Section B held a current, active "C" license appropriate for your scope of work that has been consistently active for at least five (5) years and that has not been suspended or revoked?

Q Yes            Q No

- d. Has your firm and/or any firm identified in Section B and/or section C been disqualified, debarred, forbidden, found non-responsible, or otherwise prohibited, from performing work and/or bidding on work for any public school district or other public agency within the State of California within the past five (5) years?

Q Yes            Q No

- e. Has your firm and/or any firm identified in Section B and/or Section C been terminated by any public school district or other public agency on any project for a public school district or other public agency within the State of California within the past five (5) years?

Q Yes            Q No

If yes, explain and indicate on separate signed sheet(s) the project name(s), claim(s), name of claimant(s), brief description of the nature of the claim, the court in which the case was filed, a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution, and date(s) of claim(s).

**2. Other Criteria**

- a. Did the project owner, district, public entity, general contractor, architect, or construction manager file claim(s) in an amount exceeding twenty five thousand dollars (\$25,000) against you or your firm, or did you or your firm file claim(s) in an amount exceeding fifty thousand dollars (\$50,000) against a project owner, district, public entity, general contractor, architect, or construction manager?

Q Yes    Q No

If yes, explain and indicate on separate signed sheet(s) the project name(s), claim(s), name of claimant(s), brief description of the nature of the claim, the court in which the case was filed, a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution, and date(s) of claim(s).



- b. Did any sub-tier contractor, supplier, or any person providing service through you, at any point on any project, file a stop notice?

Q Yes      Q No

- c. Please provide the maximum dollar amount of stop notices placed by your employees, sub-tier subcontractors or suppliers on a single project, and provide the total contract value.

\_\_\_\_\_ (stop notice value)

\_\_\_\_\_ (contract value)

- d. Has your firm and/or any firm identified in Section B and/or Section C been cited and/or assessed any penalties for non-compliance with state public contract laws and/or regulations, including public bidding requirements and Labor Code violations within the past five (5) years?

Q Yes   Q No

If "yes," indicate on separate signed sheet(s) the project name(s), violation(s), and date(s) of incidents.

- e. Has your firm and/or any firm identified in Section B and/or Section C been cited and/or assessed penalties by the OSHA, EPA, any Air Quality Management District, any Regional Water Quality Control Board, SWPPP, or any other environmental agency within the past five (5) years?

Q Yes   Q No

If "yes," indicate on separate signed sheet(s) the project name(s), violation(s), and date(s) of citation.

- f. Has your firm and/or any firm identified in Section B and/or Section C ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?

Q Yes   Q No

If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the investigation and the grounds for the finding.

- g. Has your firm and/or any firm identified in Section B and/or Section C ever been convicted of a crime involving any federal, state, or local law related to construction?

Q Yes Q No

If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the conviction and the grounds for the conviction.

- h. Has your firm and/or any firm identified in Section B and/or Section C ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

Q Yes Q No

If "yes," identify on a separate signed page the person or persons convicted, the court (the county if a state court, the district or location of the federal court), the year and the criminal conduct.

- i. At any time during the last five (5) years, has your firm, and/or any firm identified in Section B and/or Section C been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?

Q Yes Q No

- j. Would your firm be willing to encourage local sub-tier contractors and suppliers to participate as a part of your team? If so, what is your strategy for encouraging local participation (local is defined as West Contra Costa and Contra Costa County)?

Q Yes Q No

If "yes," how would you do so?

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**H. WORKERS' COMPENSATION HISTORY AND EXPERIENCE MODIFIER**

1. State Trade Contractor/Subcontractor's current Workers' Compensation Experience Modifier: \_\_\_\_\_
2. State Trade Contractor/Subcontractor's Workers' Compensation Experience Modifier for the past five (5) years (including any firm identified in Section B):

Year	Modifier

3. Within the past five (5) years has there ever been a period when your firm and/or any firm identified in Section B had employees but was without workers' compensation insurance or state-approved self-insurance? \_\_\_\_\_.

If "yes," indicate on separate sheet(s) of paper the date(s) and reason(s) for the absence of workers' compensation insurance.

**I. TRADE CONTRACTOR/SUBCONTRACTOR'S FINANCIAL INFORMATION**

Trade Contractor/Subcontractor must submit either an audited financial statement or reviewed financial statement for the past three (3) full fiscal years. An unaudited and/or compiled financial statement, and/or a letter verifying availability of a line of credit may also be attached; however, it will be considered as supplemental information only, and is not a substitute for the required audited or reviewed financial statement.

**J. CERTIFICATION**

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

Date: \_\_\_\_\_

Proper Name of Trade Contractor/Subcontractor: \_\_\_\_\_

Signature: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**NOTICE TO PROSPECTIVE BIDDERS REGARDING**

**PREQUALIFICATION**

**FOR**

**MAJOR PROJECTS**

**FOR**

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT**



**August 27, 2013**

**PREQUALIFICATION FOR GENERAL CONTRACTORS  
MAJOR PROJECTS  
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT**

**August 27, 2013**

**I. BACKGROUND AND OVERVIEW**

The West Contra Costa Unified School District ("District") is prequalifying General Contractors ("Contractors") to bid on projects ranging in size from sixteen million dollars (\$16,000,000) to thirty-five million dollar (\$35,000,000 ("Major Projects"). The projects will be going out to bid beginning in January 2013 and extending through the year. The construction projects are anticipated to include modernizations and reconstruction projects (new construction, demolition of older existing schools, and site work) at Coronado Elementary School; Portola Middle School at Castro; El Cerrito High School Stadium Renovations; and Nystrom Elementary Phase II Modernization. It is also anticipated that there will be a number of smaller projects bidding during 2013. Firms interested in bidding Small Projects, without the capacity to bid Major Projects, will be prequalified using the Small Projects Prequalification Questionnaire. If two or more business entities submit a bid on a project as a joint venture, or expect to submit a bid as part of a joint venture, each entity within the joint venture must be separately qualified to bid.

As a condition of bidding to perform work on any of the District's Major Projects, and in accordance with California Public Contract Code 20111.5(e), the West Contra Costa Unified School District requires Contractors to fully complete a prequalification questionnaire and a financial statement.

Once a Contractor's prequalification statement is submitted, the District will notify the Contractor if the Contractor meets the prequalification requirements. The Contractor will be eligible to bid on any of the District Major Projects for the next year within the Contractor's bonding and financial capacity.

Contractors will be prequalified for one (1) calendar year following the date of initial prequalification. The District reserves the right to request that Contractor(s) update prequalification forms on a quarterly basis. The District also reserves the right to revoke, suspend or rescind the prequalification status of a Contractor due to changes in Contractor's status or the failure of a Contractor to update its status or information.

All Contractors, whether previously prequalified or not, will be certified in accordance with the District's uniform system of rating bidders.

Bids submitted by Contractors for Major Projects will not be accepted unless a Contractor is certified as prequalified by the District and the bid is for a contract of a size which Contractor has been deemed qualified to bid.

The District reserves the right to use some or all of the information provided in this form for evaluation purposes.

While it is the intent of the prequalification questionnaire and documents required therewith to assist the District in determining bidder responsibility prior to the submission of bids and to aid the District in selecting the lowest responsible bidder, neither the fact of prequalification, nor any prequalification rating, will preclude the District from a post-bid consideration and determination on a specific project of whether a bidder has the quality, fitness, capacity, and experience to satisfactorily perform the proposed work, and has demonstrated the requisite trustworthiness.

For information regarding the prequalification process and to secure the District's Prequalification documents, please contact Magdy Abdalla, Chief Engineering Officer via e-mail at [mabdalla@wccusd.net](mailto:mabdalla@wccusd.net) by phone at 510-307-4540, or Keith Holtslander, WCCUSD Facilities Director via e-mail at [kholtlander@wccusd.net](mailto:kholtlander@wccusd.net) or by phone at 510-307-4540.

## II. PROJECT DESCRIPTIONS

As noted above, the construction projects include reconstruction of District facilities estimated to cost between **\$16,000,000 and up to \$35,000,000** per facility.

## III. PREQUALIFICATION PROCESS

The following process will govern the conduct of Contractor Prequalification for the District's Major Projects. A Contractor who submits prequalification responses thereby consents to and will comply with the procedures outlined below and as set forth in greater detail in this document.

- A. Submittal: Project Specific Prequalification information for specific or individual projects must be submitted no later than the date specified for each individual project, or at least 20 (twenty) calendar days prior to the bid due date if not otherwise specified for a specific project.
- B. Submittal: Deadline: To be considered for prequalification on the District's Major Projects, this year's prequalification information must be received by the District by **Friday, September 27, 2013**. All prospective licensed Contractors who wish to be considered for prequalification on Major Projects shall submit a fully complete Contractor Prequalification Questionnaire and Certification ("Questionnaire") in a sealed envelope to:

**West Contra Costa Unified School District  
District Engineering Officer  
Attn: Magdy Abdalla  
1400 Marina Way South  
Richmond, CA 94804**

- C. Form: Contractor shall submit to the District a complete Questionnaire on yellow paper by the deadline above. No other prequalification documents previously completed by Contractor will meet these requirements. All information requested in the Questionnaire must be provided in order to be considered "responsive" to the requirements of prequalification. The Questionnaire shall be submitted as one package – it shall not be submitted "piecemeal." Contractors shall submit one (1) completed Questionnaire with required attachments in "hard copy" format (i.e., 8-1/2" x 11" paper) in a sealed envelope. Each firm has the option to submit the Questionnaire electronically (return receipt). Any questions regarding this package should be directed to Magdy Abdalla, District Engineering Officer at (510) 307-4544 or via e-mail [mabdalla@wccusd.net](mailto:mabdalla@wccusd.net) or Keith Holtlander, WCCUSD Facilities Director via e-mail at [kholtlander@wccusd.net](mailto:kholtlander@wccusd.net) or by phone at 510-307-4543. Submission of an incomplete and/or unclear Questionnaire may result in a determination that the Contractor is non-responsive and/or not qualified.
- D. District's Review: Information submitted in the Questionnaire shall not be public information and shall not be open to public inspection, to the extent allowed by law. Contractors that have submitted a Questionnaire shall receive written notification of their prequalification status. All information provided will be kept confidential to the extent permitted by law, although the contents may be disclosed to third parties for the purpose of verification, investigation of substantial allegations, and in the process of an appeal hearing. State law requires that the names of contractors applying for prequalification status shall be public records subject to disclosure, and the first page of the questionnaire will be used for that purpose. The District reserves the right to reject all Questionnaires or to waive irregularities in any Questionnaire received, to make all final determinations, and to determine at any time that the prequalification procedures will not be applied to a future public works project.
- E. Addenda: Any addenda issued will be faxed, mailed, or sent by messenger service to all Contractors known to the District to have received a Questionnaire and who have provided a complete and legible physical address, telephone number, and fax number for receipt of addenda. The receipt of all addenda must be acknowledged on the Contractor's Questionnaire.

F. **Nonresponsiveness:** A Contractor's Questionnaire may be deemed nonresponsive if:

1. The Questionnaire is not returned on time.
2. Contractor does not provide all requested information on District forms (yellow in color)
3. The Questionnaire is not signed under penalty of perjury by individuals who have the authority to bind the Contractor on whose behalf they are signing.
4. Information contained in the Questionnaire is not updated under penalty of perjury when it is no longer accurate.
5. Any information provided by the Contractor is misleading or inaccurate in any material manner (e.g., financial resources are overstated; previous violations of law are not accurately reported). Even after a Contractor has been determined to be qualified, the District reserves the right to revoke that determination at any subsequent time, to terminate any Contract awarded, and to cease making payments if it determines that any information provided by the Contractor was incomplete, misleading, inaccurate or false in any material manner.

#### IV. **QUALIFICATION CRITERIA**

##### **Essential Criteria**

As detailed herein, each potential Contractor must provide specific information that will be reviewed and scaled by the District. Certain qualifications are essential. Any potential Contractor, who cannot satisfy all of the following requirements ("Essential Criteria"), regardless of the ranking or ability to meet other criteria, will not be prequalified:

- A. **School Projects:** The Contractor shall have contracted for construction of a minimum of three (3) Division of State Architect ("DSA") approved California public school district construction projects, each with a Contract in the range of \$20,000,000 within the past seven (7) years.
- B. **Self-Perform Work:** Demonstrated ability to self-perform a minimum of 10% of the work in any project for the District.



- C. Default or Bankruptcy: The Contractor, its officers, Responsible Managing Officer (“RMO”), or Responsible Managing Employee (“RME”), either performing work under its current license or under other licenses through other entities, including a joint venture, shall not have defaulted on a Contract within the past five (5) years or declared bankruptcy or been placed in receivership within the past five (5) years.
- D. Licensure: The Contractor shall hold a current, active “A” or “B” license that has been consistently active for at least five (5) years and that has not been suspended or revoked.
- E. Disqualification: The Contractor, its officers, RMO, or RME, either performing work under its current license or under other licenses through other entities, shall not have been disqualified, debarred, forbidden, or found non-responsible, or otherwise prohibited, from performing work for and/or bidding on work for any public school district or other public agency within the State of California within the past five (5) years.
- F. Termination: The Contractor shall not have been terminated on work for any public school district or other public agency within the State of California within the past five (5) years.

**Other Criteria**

As stated above, each Contractor must satisfy all of the Essential Criteria, regardless of its ranking or ability to meet other criteria or the Contractor will not prequalify for District work. The Questionnaire contains questions for which a numerical score will be given for specific answer(s). A Contractor must receive a minimum number of points, regardless of its ability to meet other criteria, or the Contractor will not prequalify for District work. Even if a Contractor meets the Essential Criteria and receives at least the minimum number of points, the District reserves the right to disqualify it from bidding on other grounds.

The District will use some or all of the following criteria in qualifying each Contractor. The District reserves the right to modify the following criteria and to add or delete criteria at its sole discretion at any time prior to opening the Questionnaires.

- 1. Previous Experience: The Contractor shall demonstrate experience working on State projects approved by the DSA, including the following:
  - a. Previous or current Contracts for similar types of projects that demonstrate equivalent quality design, detailing, finishes and construction.

b. Experience in managing projects of similar scale and complexity with strict budget and schedule compliance.

2. Business History The Contractor has a history of having continuously been in business as a licensed Contractor.
3. Bondability The Contractor shall demonstrate that it can provide required bonds for bidding, payment, performance and materials on projects. Provide a summary and background of company bonding.
4. Insurability The Contractor shall demonstrate that it holds the insurance as indicated in the Questionnaire.
5. Workers' Compensation Experience Modifier The Contractor shall demonstrate an acceptable Workers' Compensation Experience Modification Rate for the past five (5) years. An EMR that is .5 or less will score 10, and one that is greater than 1.4 will score 0 points.
6. Violations of Regulations or Laws The Contractor shall demonstrate that it has not, in any of its forms, been found in violation of applicable state laws or regulations, including public bidding requirements.
7. Quality Control The Contractor shall demonstrate quality, appropriateness, and thoroughness of quality control techniques.
8. Personnel The Contractor shall disclose to the District for District approval:
  - a. Staff assignments to key roles;
  - b. Commitment by the Contractor to carry out the Contract, including availability of full time supervision of the Contract throughout the duration of the project; and
  - c. Clear lines of responsibility within the Contractor's organization demonstrating effectiveness and responsiveness.
9. Financial Strength The Contractor shall demonstrate its financial ability to undertake and complete this project.
10. Local Business Participation Contractor shall identify its proposed strategy for utilizing local vendors and contractors (local defined as West Contra Costa County) on the proposed work.

11. References The Contractor shall provide references verifying past performance and data.

## V. APPEALING A QUALIFICATION FINDING

Unless a Contractor files a timely appeal, the Contractor waives any and all rights to challenge the prequalification decision of the District, whether by administrative process, judicial process or any other legal process or proceeding. There is no appeal from a finding that a Contractor is not prequalified because of a failure to submit required information. The date for submission and opening of bids for a specific project will not be delayed or postponed to allow for completion of an appeal process.

Contractor may appeal the District's decision as follows:

Step 1. Request for Explanation: Contractor shall submit, in writing, within three (3) working days from notification, a request for a written response from the District to explain any aspect of the District's determination.

Step 2. Request for Meeting with Staff: Within three (3) working days from receipt of the District's written response to the Contractor's request for information, Contractor may submit, in writing, a request for a meeting with the District's staff. Contractor may submit with the request any information that it believes supports a finding that District's determination should be changed.

Step 3. Request for Meeting with District's Associate Superintendent of Operations: Within three (3) working days after a meeting with District's staff, Contractor may submit, in writing, a request for a meeting with the District's Associate Superintendent of Business and Operations at which time Contractor may submit any further information that it believes supports a finding that District's determination should be changed.

Step 4 Request to Address District's Governing Board: Within three (3) working days from a meeting with District's Associate Superintendent of Business and Operations, Contractor may submit, in writing, a request that the District's finding be submitted to the District's governing board, at which time the Contractor may address the District's governing board.

Contractor's failure to comply with any of these time periods shall be deemed Contractor's acceptance of District's determination of Contractor's prequalification status.

**\*\*\* END OF SECTION \*\*\***

[YELLOW]

**CONTRACTOR PREQUALIFICATION QUESTIONNAIRE AND CERTIFICATION**

Each prospective Contractor ("Contractor") shall be currently licensed and shall submit the following information to establish its prequalification to bid to perform construction work on District facilities during a period of one year.

**A. CONTRACTOR'S INFORMATION**

Firm name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Mobile telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

(Name of individual completing statement)

Years in business as a licensed Contractor: \_\_\_\_\_

Types of work performed with own forces: \_\_\_\_\_

Years in business under current firm name: \_\_\_\_\_

Years at the above address: \_\_\_\_\_

Receipt and acceptance of the following addenda is hereby acknowledged:

No. \_\_\_\_\_ Dated \_\_\_\_\_

No. \_\_\_\_\_ Dated \_\_\_\_\_

No. \_\_\_\_\_ Dated \_\_\_\_\_

No addenda issued

**B. CURRENT ORGANIZATION AND STRUCTURE OF THE BUSINESS**

**1. For Firms That Are Corporations:**

a. Date incorporated : \_\_\_\_\_

b. Type of corporation (e.g., S Corp., C Corp., LLC): \_\_\_\_\_

c. Under the laws of what state: \_\_\_\_\_

- d. Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least ten percent (10%) of the corporation's stock.

Attach all additional references and/or information on separate signed sheets.

Name	Position	Years with Co.	% Ownership	Social Security #

**2. For Firms That Are Partnerships:**

- a. Date of formation: \_\_\_\_\_  
 b. Type of partnership (e.g., general, limited): \_\_\_\_\_  
 c. Under the laws of what state: \_\_\_\_\_  
 d. Provide all the following information for each partner who owns ten percent (10%) or more of the firm. Attach all additional references and/or information on separate signed sheets.

Name	Position	Years with Co.	% Ownership	Social Security #

**3. For Firms That Are Sole Proprietorships:**

- a. Date of commencement of business: \_\_\_\_\_  
 b. Provide the following information for the current sole proprietor.

Name	Position	Years with Co.	% Ownership	Social Security #

**4. For Firms That Intend to Bid as a Joint Venture:**

- a. Date of commencement of joint venture: \_\_\_\_\_
- b. Provide all of the following information for each firm that is a member of the joint venture that expects to bid on one or more projects. Attach all additional references and/or information on separate signed sheets.

Name of Firm	% of Ownership of Joint Venture

Provide all the following information for each owner of a firm that is a participant in a joint venture. Attach all additional references and/or information on separate signed sheets.

Name	Position	Years with Co.	% Ownership	Social Security #

**C. ASSOCIATED FIRMS**

Identify every construction firm and/or construction management firm that the Contractor or any person listed above has been associated with (as owner, general partner, limited partner or officer) at any time during the past five (5) years. Attach all additional references and/or information on separate signed sheets. NOTE: For this question, "owner" and "partner" refer to ownership of ten percent (10%) or more of the business, or ten percent (10%) or more of its stock, if the business is a corporation.

State Person's Name or "Contractor" if Your Firm was Associated with Another Firm	Construction Firm or Construction Management Firm Name	Contractor's License No.	Dates of Person's Participation with Company

**D. HISTORY OF THE BUSINESS AND ORGANIZATIONAL PERFORMANCE**

1. Has there been any change in ownership of the firm at any time during the past three (3) years?  
NOTE: A corporation whose shares are publicly traded is not required to answer this question.  
Q Yes            Q No

If "yes," explain on a separate signed sheet.

2. Is the firm a subsidiary, parent, holding company, or affiliate of another construction firm?  
NOTE: Include information about other firms if one firm owns ten percent (10%) or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.  
Q Yes            Q No

If "yes," explain on a separate signed sheet, including the name of the related company and the percent ownership.

3. Are any corporate officers, partners or owners connected to any other construction firms?  
NOTE: Include information about other firms if an owner, partner, or officer of your firm holds a similar position in another firm.  
Q Yes            Q No

If "yes," explain on a separate signed sheet.

4. State your firm's gross revenues for each of the past four (4) years:

Year	Gross Revenue
	\$
	\$
	\$
	\$

**E. CONTRACTOR'S LICENSES**

1. Contractor shall be licensed in the State of California and shall submit the following information:
  - a. Name of license holder exactly as on file with the California State License Board: \_\_\_\_\_
  - b. License classification(s): \_\_\_\_\_
  - c. License #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_
  - d. Number of years license holder has held the listed license: \_\_\_\_\_
  - e. Number of years contractor has done business in California under contractor's license law: \_\_\_\_\_

2. Has your firm changed names or license number in the past five (5) years?

Q Yes            Q No

If "yes," explain on a separate signed sheet, including the reason for the change.

3. If any of your firm's license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individual(s) listed on the California State License Board records who meet(s) the experience and examination requirements for each license.

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4. Has any California State License Board license held by your firm or its RME or RMO been suspended within the last five (5) years?

Q Yes            Q No

If "yes," explain on a separate signed sheet.



**F. PROJECT REFERENCES**

Provide a summary list of **all** projects in which the Contractor has participated during the past seven (7) years with a contract value of more than five million (\$5,000,000). Failure to list all projects in which the Contractor has participated during the past seven (7) years with a contract value of more than five million (\$5,000,000) may result in Contractor's Questionnaire being deemed non-responsive at District's sole discretion. At least three (3) of these projects must be with California public school district(s) or Contractor cannot prequalify for District work. For the three required school district projects please complete the following information.

**Please include all projects performed under all firm names identified in Section B (CURRENT ORGANIZATION AND STRUCTURE OF THE BUSINESS) and Section C (ASSOCIATED FIRMS).** Please use additional signed sheets when needed to explain or clarify any response or to include more responses with all requested information.

**District will assign points based on standardized questions that the District will ask Contractor's references.**

1. Project Name/Identification: \_\_\_\_\_
  - a. Name of contractor/entity performing work: \_\_\_\_\_
  - b. Project owner: \_\_\_\_\_
  - c. Project architect (name and telephone number for District reference): \_\_\_\_\_  
\_\_\_\_\_
  - d. Project description: \_\_\_\_\_
  - e. Project address/location: \_\_\_\_\_
  - f. Original completion date: \_\_\_\_\_
  - g. Date completed: \_\_\_\_\_
  - h. Initial contract value (at time of bid award): \_\_\_\_\_
  - i. Final contract value: \_\_\_\_\_
  - j. Liquidated damages assessed (If yes, explain): \_\_\_\_\_

- k. Contact for verification (name and telephone number for District reference): \_\_\_\_\_
- l. Did the project include constructing or modernizing an earthquake resistant building? \_\_\_\_\_
- m. Did the project owner, architect, or construction manager assert a claim or claims exceeding twenty-five thousand (\$25,000) against you or your firm, or did you or your firm file a claim or claims in an amount exceeding fifty thousand (\$50,000) against a project owner, architect, or construction manager? If yes, explain and indicate on separate signed sheet(s) the project name(s), claim(s), and date(s) of the claim(s).

2. **Additional References:** Attach all additional references on separate signed sheets as necessary.

**G. EVALUATION CRITERIA**

**1. Essential Criteria**

- a. Has your firm and/or any firm identified in Section B contracted for and completed construction of a minimum of three (3) California public school district construction projects, each in the range of twenty-million (\$20,000,000), within the past seven (7) years?

Q Yes            Q No

- b. Does your firm have the demonstrated ability to self perform a minimum of 10% of the work for this Project?

Q Yes            Q N

- c. Has your firm and/or any firm identified in Section B and/or Section C, or their officers, RMO, or RME, either performing work under their current license or under other licenses through other entities, including a joint venture defaulted on a contract within the past five (5) years or declared bankruptcy or been placed in receivership within the past five (5) years?

Q Yes            Q No

- d. Has your firm and/or any firm identified in Section B held a current, active "A" or "B" license that has been consistently active for at least five (5) years and that has not been suspended or revoked?

Q Yes            Q No

- e. Has your firm and/or any firm identified in Section B and/or section C been disqualified, debarred, forbidden, found non-responsible, or otherwise prohibited, from performing work and/or bidding on work for any public school district or other public agency within the State of California within the past five (5) years?

Q Yes            Q No

- f. Has your firm and/or any firm identified in Section B and/or Section C been terminated by any public school district or other public agency on any project for a public school district or other public agency within the State of California within the past five (5) years?

Q Yes            Q No

2. **Other Criteria**

- a. Did the project owner, district, public entity, architect, or construction manager file claim(s) in an amount exceeding twenty-five thousand (\$25,000) against you or your firm, or did you or your firm file claim(s) in an amount exceeding fifty thousand (\$50,000) against a project owner, district, public entity, architect, or construction manager?

Q Yes            Q No

If yes, explain and indicate on separate signed sheet(s) the project name(s), claim(s), name of claimant(s), brief description of the nature of the claim, the court in which the case was filed, a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution, and date(s) of claim(s).

- b. Did any sub-contractors, suppliers, or any person providing service, at any point at any project, file a stop notice?

Q Yes            Q No

- c. Has the owner, and/or owner representative, been named in a law suit with the contractor for the lack of payments on any project for the last seven (7) years.

Q Yes            Q No

- d. Has the owner, and/or owner representative, been named in a law suit for any dispute on a project for the last seven (7) years.

Q Yes            Q No

- e. Please provide the maximum dollar amount of stop notices on a single project, and provide the total contract value.

\_\_\_\_\_

- f. Has your firm and/or any firm identified in Section B and/or Section C been cited and/or assessed any penalties for non-compliance with state public contract laws and/or regulations, including public bidding requirements and Labor Code violations within the past five (5) years?

Q Yes            Q No

If "yes," indicate on separate signed sheet(s) the project name(s), violation(s), and date(s) of incidents.

- g. Has your firm and/or any firm identified in Section B and/or Section C been cited and/or assessed penalties by the OSHA, EPA, any Air Quality Management District, any Regional Water Quality Control Board, SWPPP, or any other environmental agency within the past five (5) years?

Q Yes            Q No

If "yes," indicate on separate signed sheet(s) the project name(s), violation(s), and date(s) of citation.

- h. Is your firm willing to comply with the District's Local Capacity Building Program's mandatory percentages for local business participation imposed on all Measure J and D 2010 projects? If so, what is your strategy for encouraging local participation (local is defined as West Contra Costa)?

Q Yes            Q No

If yes, how would you do so? Please indicate on separate signed sheet(s).

- i. Has your firm and/or any firm identified in Section B and/or Section C ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?

Q Yes      Q No

If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the investigation and the grounds for the finding.

- j. Has your firm and/or any firm identified in Section B and/or Section C ever been convicted of a crime involving any federal, state, or local law related to construction?

Q Yes      Q No

If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the conviction and the grounds for the conviction.

- k. Has your firm and/or any firm identified in Section B and/or Section C ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

Q Yes      Q No

If "yes," identify on a separate signed page the person or persons convicted, the court (the county if a state court, the district or location of the federal court), the year and the criminal conduct.

- l. At any time during the last five (5) years, has your firm, and/or any firm identified in Section B and/or Section C been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?

Q Yes    Q No

**H. CONTRACTOR'S PROJECT PERSONNEL**

The Contractor hereby commits to the assignment of the full-time on-site Project Manager and Project Superintendent(s) named below to District project(s). At the time of the bid, the successful Contractor shall confirm those personnel. If any of the named staff are no longer employed by the firm at the time of bid opening, or are otherwise unavailable, the Contractor's bid may be considered nonresponsive. The Contractor may formally request substitution of other individuals with equivalent experience, and District may consider them. However, résumés, project history, and other relevant information must be submitted by the Contractor to District immediately once Contractor becomes aware of a need for a substitution.

**Full-Time, On-Site Project Manager:**

1. Name: \_\_\_\_\_
2. Address: \_\_\_\_\_
3. Years with firm: \_\_\_\_\_
4. Years in current position: \_\_\_\_\_
5. Licenses held: \_\_\_\_\_
6. Experience with projects with schools: \_\_\_\_\_
7. Years experience with projects with other public entities: \_\_\_\_\_
8. Years performing type of work called for by District: \_\_\_\_\_

Recent comparable project references (list at least three):

<u>Name</u>	<u>Contact</u>	<u>Phone</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Full-Time, On-Site Project Superintendent:**

1. Name: \_\_\_\_\_
2. Address: \_\_\_\_\_
3. Years with firm: \_\_\_\_\_
4. Years in current position: \_\_\_\_\_
5. Licenses held: \_\_\_\_\_
6. Experience with projects with schools: \_\_\_\_\_
7. Years experience with projects with other public entities: \_\_\_\_\_
8. Years performing type of work called for by District: \_\_\_\_\_
9. Recent comparable project references (list at least three):

<u>Name</u>	<u>Contact</u>	<u>Phone</u>
_____	_____	_____
_____	_____	_____

**I. CONTRACTOR'S BONDING/SURETY**

Contractors must fully comply with all bid conditions including, without limitation, a ten percent (10%) bid bond, a hundred percent (100%) payment bond, and a hundred percent (100%) performance bond. Contractor's surety must be admitted and authorized to transact business as a surety in California. List all sureties utilized in the past five (5) years. Use separate signed sheets as necessary, with all requested information.

1. Name of bonding company (not agency): \_\_\_\_\_
2. Address of company: \_\_\_\_\_
3. Name of agent: \_\_\_\_\_
4. Address of agent: \_\_\_\_\_
5. Telephone number of agent: \_\_\_\_\_
6. Years contractor has been with this surety: \_\_\_\_\_
7. Amounts paid out by or work performed by surety in the past five (5) years that were in any way related to construction activities of contractor and/or any firm identified in Section B and/or Section C (Please provide an explanation on separate signed sheets): \$ \_\_\_\_\_
8. Has your firm and/or any firm identified in Section B paid a premium of more than two percent (2%) for a performance and payment bond on any project(s) at any time during the past five (5) years?

Q Yes Q No

If yes, state the percentage paid. (\_\_\_%). You may provide an explanation for a percentage rate higher than two percent.

9. During the past five (5) years, has your firm and/or any firm identified in Section B and/or Section C, ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?: \_\_\_\_\_ If yes, provide details on a separate signed sheet indicating the date(s) when your firm was denied coverage and the name of the company or companies which denied coverage; and the period(s) during which you had no surety bond in place.



10. Provide a notarized statement that states your firm's total bonding capacity from an admitted surety insurer that is authorized to issue bonds in the State of California.

**J. CONTRACTOR'S INSURANCE**

Prospective Contractors must fully comply with all bid conditions including the following insurance coverage and associated limits. These policy minimums will increase to reflect the estimated value of individual project costs.

<b>Commercial Form General Liability Insurance, including Product Completed Operations Coverage</b>	<b>Minimum Requirement</b>
Each Occurrence – Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	\$ 1,000,000
General Aggregate	\$ 2,000,000
<b>Business Automobile Liability Insurance - Any Auto</b>	\$ 2,000,000
<b>Excess Commercial Liability/Umbrella</b>	\$ 4,000,000
<b>Builders Risk</b>	\$5,000,000 min to contract value
<b>Workers Compensation</b>	Statutory Limits
<b>Employer's Liability</b>	\$ 1,000,000

1. List all insurers contractor utilized in the past five (5) years. Use separate signed sheets as necessary, with all requested information.
  - a. Name of insurance company ("Insurer"): \_\_\_\_\_
  - b. Address of Insurer: \_\_\_\_\_
  - c. Name of agent: \_\_\_\_\_
  - d. Address of agent: \_\_\_\_\_
  - e. Telephone number of agent: \_\_\_\_\_
  - f. Years Contractor has been with this Insurer: \_\_\_\_\_
  - g. Amounts paid out by Insurer in the past five (5) years that were in any way related to construction activities of your firm and/or any firm identified in Section B (Please provide an explanation on separate signed sheets):
  - h. Insurer's "Best" rating: \_\_\_\_\_
  
2. In the last five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Q Yes                      Q No

**K. WORKERS' COMPENSATION HISTORY AND EXPERIENCE MODIFIER**

1. State contractor's current Workers' Compensation Experience Modifier: \_\_\_\_\_
2. State contractor's Workers' Compensation Experience Modifier for the past five (5) years (including any firm identified in Section B): \_\_\_\_\_

Year	Modifier

3. Within the past five (5) years has there ever been a period when your firm and/or any firm identified in Section B had employees but was without workers' compensation insurance or state-approved self-insurance? \_\_\_\_\_.

If yes, indicate on separate sheet(s) of paper the date(s) and reason(s) for the absence of workers' compensation insurance.

**L. CONTRACTOR'S FINANCIAL INFORMATION**

Contractor must submit either an audited financial statement or reviewed financial statement for the past three (3) full fiscal years. An unaudited and/or compiled financial statement, and/or a letter verifying availability of a line of credit may also be attached; however, it will be considered as supplemental information only, and is not a substitute for the required audited financial statement.

**M. CERTIFICATION**

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

Date: \_\_\_\_\_

Proper Name of Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

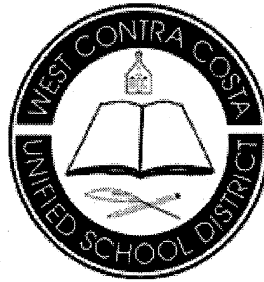
By: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT "B"**

**PREQUALIFICATION QUESTIONNAIRE  
RICHMOND SWIM CENTER PROJECT**

**NOTICE**  
**REGARDING**  
**PREQUALIFICATION**  
**OF**  
**TRADE CONTRACTORS/SUBCONTRACTORS**  
**FOR**  
**RICHMOND SWIM CENTER BUILDING**  
**REMEDICATION AND AQUATIC PROGRAMMING PROJECT**  
**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT**



**August 23, 2013**

**PREQUALIFICATION OF TRADE CONTRACTORS/SUBCONTRACTORS  
FOR RICHMOND SWIM CENTER BUILDING  
REMEDATION AND AQUATIC PROGRAMMING PROJECT  
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT**

**August 23, 2013**

**I. BACKGROUND AND OVERVIEW**

The West Contra Costa Unified School District ("District") in collaboration with The City of Richmond ("City") is requiring that Trade Contractors and Subcontractors ("Trade Contractors/Subcontractors") be prequalified before submitting a bid on the Richmond Swim Center Building Remediation and Aquatic Programming Project ("Project"), if the subcontract scope of work will be for the Swimming Pool, Swimming Pool Deck, Operable Skylights, Natatorium Deck or Structural Steel.

The Project will be going out to bid during the Fourth Quarter of 2013.

As a condition of bidding to perform any subcontract scope of work for the Swimming Pool, Swimming Pool Deck, Operable Skylights, Natatorium Deck or Structural Steel on the Project, and in accordance with California Public Contract Code 20111.5(e), the District requires Trade Contractors/Subcontractors to fully complete a prequalification questionnaire and a financial statement. If two or more business entities submit a bid on a project as a joint venture, or expect to submit a bid as part of a joint venture, each entity within the joint venture must be separately prequalified to bid.

Once a Trade Contractor/Subcontractor's prequalification statement is submitted, the District will notify the Trade Contractor/Subcontractor if it meets the prequalification requirements. The Trade Contractor/Subcontractor will be eligible to submit bids to prequalified General Contractors on for the Project within the Trade Contractor/Subcontractor's financial capacity and, if required, bonding capacity.

Trade Contractors/Subcontractors will only be prequalified for Richmond Swim Center Building Remediation and Aquatic Programming Project. The District also reserves the right to revoke, suspend or rescind the prequalification status of a Trade Contractor/Subcontractor due to changes in Trade Contractor/Subcontractor's status or the failure of a Trade Contractor/Subcontractor to update its status or information. The District reserves the right to use some or all of the information provided in this form for evaluation purposes.

While it is the intent of the prequalification questionnaire and documents required therewith to assist the District in determining bidder responsibility prior to the submission of bids and to aid the District in selecting the lowest responsible bidder, neither the fact of prequalification, nor any prequalification rating, will preclude the District from a post-bid consideration and

determination on a specific project of whether a bidder has the quality, fitness, capacity, and experience to satisfactorily perform the proposed work, and has demonstrated the requisite trustworthiness.

For information regarding the prequalification process and to secure the District's prequalification documents, please contact Magdy Abdalla, District Engineering Officer, at (510) 307-4540 or via e-mail, [mabdalla@wccusd.net](mailto:mabdalla@wccusd.net), or Keith Holtslander, Director of Facilities and Construction, at (510) 307-4540 or via e-mail, [kholtlander@wccusd.net](mailto:kholtlander@wccusd.net).

## **II. PROJECT DESCRIPTION**

Generally, the Project purpose is to correct building deficiencies within the natatorium area, introducing new aquatic programming opportunities including interactive water play into the existing facility, and to further develop currently underutilized outdoor areas adjacent to the natatorium.

The existing building is approximately 22,700 gross square feet and is comprised of an entry check-in area, swim center offices, men's and women's bath and locker facilities, and a large natatorium containing one indoor swimming pool (natatorium). The natatorium portion of the building is approximately 15,200 gross square feet, is square in configuration, and has long-span glulam beams with masonry perimeter walls and conventional spread footings as the primary building elements. Upon completion of the proposed work, the facility size, footprint, and use shall remain unchanged.

The Project scope of work includes 1) removal of the existing natatorium wood roof assembly, 2) addition of a new natatorium roof diaphragm assembly consisting of steel cross bracing and metal decking, 3) addition of a 7,700 square foot operable skylight assembly over the natatorium, 4) replacement of the natatorium HVAC system, 5) replacement of the natatorium lighting systems 6) substantial reconfiguration of the existing swimming pool including new shell components, perimeter coping, plaster, tile, and underwater lighting, 7) interactive water play elements, 8) interior waterproofing and wall finishes, 9) roofing, 10) ADA improvements, and 11) site hardscape/landscape improvements.

## **III. PREQUALIFICATION PROCESS**

The following process will govern the conduct of Trade Contractor/Subcontractor prequalification for the Richmond Swim Center Building Remediation and Aquatic Programming Project. A Trade Contractor/Subcontractor who submits prequalification responses thereby consents to and will comply with the procedures outlined below and as set forth in greater detail in this document.

- A. **Submittal:** Prequalification information for Richmond Swim Center Building Remediation and Aquatic Programming Project should be submitted to the District by **Monday, September 20, 2013**, or at least 20 (twenty) calendar days prior to the bid due date. All prospective licensed Trade Contractor/Subcontractors who want to prequalify for the Richmond Swim Center Building Remediation and Aquatic Programming Project shall submit a fully complete Contractor Prequalification Questionnaire and Certification ("Questionnaire") in a sealed envelope to:

**West Contra Costa Unified School District  
District Engineering Officer  
Attn: Magdy Abdalla  
1400 Marina Way South  
Richmond, CA 94804**

- B. **Form:** Trade Contractor/Subcontractor shall submit to the District a complete Questionnaire on orange paper by the deadline above. No other prequalification documents previously completed by Trade Contractors/Subcontractors will meet these requirements. All information requested in the Questionnaire must be provided in order to be considered "responsive" to the requirements of prequalification. The Questionnaire shall be submitted as one package – it shall not be submitted "piecemeal." Trade Contractors/Subcontractors shall submit one (1) completed Questionnaire with required attachments in "hard copy" format (i.e., 8-1/2" x 11" paper) in a sealed envelope. Any questions regarding this package should be directed to Magdy Abdalla, District Engineering Officer, at (510) 307-4540 or via e-mail, [mabdalla@wccusd.net](mailto:mabdalla@wccusd.net), or Keith Holtlander, Director of Facilities and Construction, at (510) 307-4540 or via e-mail, [kholtlander@wccusd.net](mailto:kholtlander@wccusd.net). Submission of an incomplete and/or unclear Questionnaire may result in a determination that the Trade Contractor/Subcontractor is non-responsive and/or not qualified.
- C. **District's Review:** Information submitted in the Questionnaire shall not be public information and shall not be open to public inspection, to the extent allowed by law. Trade Contractors/Subcontractors that have submitted a Questionnaire shall receive written notification of their prequalification status. All information provided will be kept confidential to the extent permitted by law, although the contents may be disclosed to third parties for the purpose of verification, investigation of substantial allegations, and in the process of an appeal hearing. State law requires that the names of contractors applying for prequalification status shall be public records subject to disclosure, and the first page of the Questionnaire will be used for that purpose. The District reserves the right to



reject all Questionnaires or to waive irregularities in any Questionnaire received, to make all final determinations, and to determine at any time that the prequalification procedures will not be applied to a future public works project.

- D. Addenda: Any addenda issued will be faxed, mailed, or sent by messenger service to all Trade Contractors/Subcontractors known to the District to have received a Questionnaire and who have provided a complete and legible physical address, telephone number, and fax number for receipt of addenda. The receipt of all addenda must be acknowledged on the Trade Contractor/Subcontractor's Questionnaire.
- E. Non-responsiveness: A Trade Contractor/Subcontractor's Questionnaire may be deemed non-responsive if:
1. The Questionnaire is not returned on time.
  2. Trade Contractor/Subcontractor does not provide all requested information on District forms (**orange in color**).
  3. The Questionnaire is not signed under penalty of perjury by individuals who have the authority to bind the Trade Contractor/Subcontractor on whose behalf they are signing.
  4. Information contained in the Questionnaire is not updated under penalty of perjury when it is no longer accurate.
  5. Any information provided by the Trade Contractor/Subcontractor is misleading or inaccurate in any material manner (e.g., financial resources are overstated; previous violations of law are not accurately reported). Even after a Trade Contractor/Subcontractor has been determined to be prequalified, the District reserves the right to revoke that determination at any subsequent time, if it determines that any information provided by the Trade Contractor/Subcontractor was incomplete, misleading, inaccurate or false in any material manner, and may debar Trade Contractor/Subcontractor from future bidding.

#### **IV. QUALIFICATION CRITERIA**

##### **Essential Criteria**

As detailed herein, each potential Trade Contractor/Subcontractor must provide specific information that will be reviewed and scaled by the District. Certain qualifications are essential. Any potential Trade Contractor/Subcontractor, who cannot satisfy all of the following requirements (“Essential Criteria”), regardless of the ranking or ability to meet other criteria, will not be prequalified:

##### **1. Previous Experience:**

**Previous Experience – Level 1:** The Trade Contractors/Subcontractors listed below shall demonstrate experience working on municipal and public works projects, including K-12 public school projects approved by the DSA, as follows:

a. Level 1 Trade Contractor/Subcontractor List:

Swimming Pool Work  
Swimming Pool Deck Work

b. Level 1 Trade Contractors/Subcontractors listed above shall meet the following requirements:

- i. Trade Contractor/Subcontractor has derived fifty percent (50%) of its annual revenue from public-use swimming pool construction for each of the last five (5) years.
- ii. Trade Contractor/Subcontractor has, in the last five (5) years, constructed at least five (5) commercially designed municipal and public-use swimming pools, each of which have incorporated a minimum size of 6,000 square feet of water surface area with a concrete and ceramic tile perimeter overflow gutter and self-modulating balance tank.
- iii. Provide a list of such installations including owner, address of installation, size or scope of project, date of installation, architect of record, project contact person and phone number of contact person.

Previous Experience – Level 2: The Trade Contractors/Subcontractors listed below shall demonstrate experience working on municipal and public works projects, including K-12 public school projects approved by the DSA, as follows:

- a. Level 2 Trade Contractor/Subcontractor List:

Operable Skylight Work

- b. Level 2 Trade Contractors/Subcontractors listed above shall meet the following requirements:
  - i. Successfully specialized in production of this type of operable skylight work for not less than ten (10) years.
  - ii. Has derived at least fifty percent (50%) of its annual revenue from operable skylight construction for each of the last five (5) years.
  - iii. Has fabricated and installed at least five (5) municipal, educational, or commercial application operable skylights within the State of California, complying with the California Building Code, each of which have incorporated a minimum size of 5,000 square feet of skylight surface area and 2,000 square feet of operable panel surface area.
    - a. Provide a list of such installations including owner, address of installation, size or scope of project, date of installation, architect of record, project contact person and phone number of contact person.

Previous Experience – Level 3: The Trade Contractors/Subcontractors listed below shall demonstrate experience working on municipal and public works projects, including K-12 public school projects approved by the DSA, as follows:

- a. Level 3 Trade Contractor/Subcontractor List:

Structural Steel Work  
Natatorium Metal Deck Work

- b. Level 3 Trade Contractors/Subcontractors listed above to have completed not less than five (5) similar successful installations which have been in service for at least five (5) years.

- i. Provide a list of such installations including owner, address of installation, size or scope of project, date of installation, architect of record, project contact person and phone number of contact person.

2. Default or Bankruptcy: The Trade Contractor/Subcontractor, its officers, Responsible Managing Officer ("RMO"), or Responsible Managing Employee ("RME"), either performing work under its current license or under other licenses through other entities, including a joint venture, shall not have defaulted on a sub-contract within the past five (5) years or declared bankruptcy or been placed in receivership within the past five (5) years.

3. Licensure: The Trade Contractor/Subcontractor shall hold a current, active C license for its specific trade that has been consistently active for at least five (5) years and that has not been suspended or revoked.

4. Disqualification: The Trade Contractor/Subcontractor, its officers, RMO, or RME, either performing work under its current license or under other licenses through other entities, shall not have been disqualified, debarred, forbidden, or found non-responsible, or otherwise prohibited, from performing work for and/or bidding on work for any public school district or other public agency within the State of California within the past five (5) years.

5. Termination: The Trade Contractor/Subcontractor shall not have been substituted for performance-related concerns on work for any public school district or other public agency within the State of California within the past five (5) years.

#### **Other Criteria**

As stated above, each Trade Contractor/Subcontractor must satisfy all of the Essential Criteria, regardless of its ranking or ability to meet other criteria or the Trade Contractor/Subcontractor will not prequalify for the Richmond Swim Center Building Remediation and Aquatic Programming Project. The Questionnaire contains questions for which a numerical score will be given for specific answer(s). A Trade Contractor/Subcontractor must receive a minimum number of points, regardless of its ability to meet other criteria, or the Trade Contractor/Subcontractor will not prequalify for District work. Even if a Trade Contractor/Subcontractor meets the Essential Criteria and receives at least the minimum number of points, the District reserves the right to disqualify it from bidding on other grounds.

The District will use some or all of the following criteria in qualifying each Trade Contractor/Subcontractor. The District reserves the right to modify the following

criteria and to add or delete criteria at its sole discretion at any time prior to opening the Questionnaires.

1. Business History: The Trade Contractor/Subcontractor has a history of having continuously been in business as a licensed Trade Contractor/Subcontractor.
2. Workers' Compensation Experience Modifier: The Trade Contractor/Subcontractor shall demonstrate an acceptable Workers' Compensation Experience Modification Rate ("EMR") for the past five (5) years. An EMR that is .5 or less will score ten (10) points, and an EMR that is greater than 1.4 will score zero (0) points.
3. Violations of Regulations or Laws: The Trade Contractor/Subcontractor shall demonstrate that it is has not, in any of its forms, been found in violation of applicable state laws or regulations, including public bidding requirements.
4. Quality Control: The Trade Contractor/Subcontractor shall demonstrate quality, appropriateness, and thoroughness of quality control techniques.
5. Financial Strength: The Trade Contractor/Subcontractor shall demonstrate its financial ability to undertake and complete the Project.
6. References: The Trade Contractor/Subcontractor shall provide references verifying past performance and data.

## **V. APPEALING A PREQUALIFICATION FINDING**

Unless a Trade Contractor/Subcontractor files a timely appeal, the Trade Contractor/Subcontractor waives any and all rights to challenge the prequalification decision of the District, whether by administrative process, judicial process or any other legal process or proceeding. There is no appeal from a finding that a Trade Contractor/Subcontractor is not prequalified because of a failure to submit required information. The date for submission and opening of bids for the Project will not be delayed or postponed to allow for completion of an appeal process.

Trade Contractor/Subcontractor may appeal the District's decision as follows:

**Step 1. Request for Explanation:** Trade Contractor/Subcontractor shall submit, in writing, within three (3) working days from notification, a request for a written response from the District to explain any aspect of the District's determination.

**Step 2. Request for Meeting with Staff:** Within three (3) working days from receipt of the District's written response to the Trade Contractor/Subcontractor's request for information, Trade Contractor/Subcontractor may submit, in writing, a request for a meeting with the District's staff. Trade Contractor/Subcontractor may submit with the request any information that it believes supports a finding that District's determination should be changed.

**Step 3. Request for Meeting with District's Associate Superintendent of Operations:** Within three (3) working days after a meeting with District's staff, Trade Contractor/Subcontractor may submit, in writing, a request for a meeting with the District's Associate Superintendent of Operations at which time Trade Contractor/Subcontractor may submit any further information that it believes supports a finding that District's determination should be changed.

**Step 4 Request to Address District's Governing Board:** Within three (3) working days from a meeting with District's Associate Superintendent of Operations, Trade Contractor/Subcontractor may submit, in writing, a request that the District's finding be submitted to the District's governing board, at which time the Trade Contractor/Subcontractor may address the District's governing board.

Trade Contractor/Subcontractor's failure to comply with any of these time periods shall be deemed as Trade Contractor/Subcontractor's acceptance of District's determination of Trade Contractor/Subcontractor's prequalification status.

**\*\*\* END OF SECTION \*\*\***

[Orange]

**TRADE CONTRACTOR/SUBCONTRACTOR PREQUALIFICATION QUESTIONNAIRE AND  
CERTIFICATION**

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Each prospective Trade Contractor/Subcontractor shall be currently licensed and shall submit the following information to establish its prequalification to bid to perform construction work on District facilities during a period of one year.

**A. TRADE CONTRACTOR/SUBCONTRACTOR'S INFORMATION**

Firm name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Mobile telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Name of individual completing statement)

Years in business as a licensed Trade Contractor/Subcontractor: \_\_\_\_\_

Types of work performed with own forces: \_\_\_\_\_

Years in business under current firm name: \_\_\_\_\_

Years at the above address: \_\_\_\_\_

Receipt and acceptance of the following addenda is hereby acknowledged:

No. \_\_\_\_\_ Dated \_\_\_\_\_

No. \_\_\_\_\_ Dated \_\_\_\_\_

No. \_\_\_\_\_ Dated \_\_\_\_\_

No addenda issued

**B. CURRENT ORGANIZATION AND STRUCTURE OF THE BUSINESS**

**1. For Firms That Are Corporations:**

- a. Date incorporated: \_\_\_\_\_
- b. Type of corporation (e.g., S Corp., C Corp., LLC): \_\_\_\_\_
- c. Under the laws of what state: \_\_\_\_\_
- d. Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least ten percent (10%) of the corporation's stock.

Attach all additional references and/or information on separate signed sheets.

Name	Position	Years with Co.	% Ownership	Social Security #

**2. For Firms That Are Partnerships:**

- a. Date of formation: \_\_\_\_\_
- b. Type of partnership (e.g., general, limited): \_\_\_\_\_
- c. Under the laws of what state: \_\_\_\_\_
- d. Provide all the following information for each partner who owns ten percent (10%) or more of the firm.

Attach all additional references and/or information on separate signed sheets.

Name	Position	Years with Co.	% Ownership	Social Security #



**3. For Firms That Are Sole Proprietorships:**

- a. Date of commencement of business: \_\_\_\_\_
- b. Provide the following information for the current sole proprietor.

Name	Position	Years with Co.	% Ownership	Social Security #

**4. For Firms That Intend to Bid as a Joint Venture:**

- a. Date of commencement of joint venture: \_\_\_\_\_
- b. Provide all of the following information for each firm that is a member of the joint venture that expects to bid on one or more projects. Attach all additional references and/or information on separate signed sheets.

Name of Firm	% of Ownership of Joint Venture

- c. Provide all the following information for each owner of a firm that is a participant in a joint venture. Attach all additional references and/or information on separate signed sheets.

Name	Position	Years with Co.	% Ownership	Social Security #

**C. ASSOCIATED FIRMS**

Identify every construction firm and/or construction management firm that the Trade Contractor/Subcontractor or any person listed above has been associated with (as owner, general partner, limited partner or officer) at any time during the past five (5) years. Attach all additional references and/or information on separate signed sheets.

**NOTE:** For this question, "owner" and "partner" refer to ownership of ten percent (10%) or more of the business, or ten percent (10%) or more of its stock, if the business is a corporation.

State Person's Name or "Contractor" if Your Firm was Associated with Another Firm	Construction Firm or Construction Management Firm Name	Contractor's License No.	Dates of Person's Participation with Company

**D. HISTORY OF THE BUSINESS AND ORGANIZATIONAL PERFORMANCE**

1. Has there been any change in ownership of the firm at any time during the past three (3) years?

**NOTE:** A corporation whose shares are publicly traded is not required to answer this question.

Q Yes            Q No

If "yes," explain on a separate signed sheet.

2. Is the firm a subsidiary, parent, holding company, or affiliate of another construction firm?

**NOTE:** Include information about other firms if one firm owns ten percent (10%) or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.

Q Yes            Q No

If "yes," explain on a separate signed sheet, including the name of the related company and the percent ownership.

3. Are any corporate officers, partners or owners connected to any other construction firms?

**NOTE:** Include information about other firms if an owner, partner, or officer of your firm holds a similar position in another firm.

Q Yes            Q No

If "yes," explain on a separate signed sheet.

4. State your firm's gross revenues for each of the past four (4) years:

Year	Gross Revenue
	\$
	\$
	\$
	\$

**E. CONTRACTOR'S LICENSES**

1. Trade Contractor/Subcontractor shall be licensed in the State of California and shall submit the following information:

- a. Name of license holder exactly as on file with the California State License Board: \_\_\_\_\_
- b. License classification(s): \_\_\_\_\_
- c. License #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_
- d. Number of years license holder has held the listed license: \_\_\_\_\_
- e. Number of years Trade Contractor/Subcontractor has done business in California under contractor's license law: \_\_\_\_\_

2. Has your firm changed names or license number in the past five (5) years?

Q Yes            Q No

If "yes," explain on a separate signed sheet, including the reason for the change.

3. If any of your firm's license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individual(s) listed on the California State License Board records who meet(s) the experience and examination requirements for each license.

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4. Has any California State License Board license held by your firm or its RME or RMO been suspended within the last five (5) years?

Q Yes      Q No

If "yes," explain on a separate signed sheet.

**F. PROJECT REFERENCES**

Provide a summary list of ***all*** projects in which the Trade Contractor/Subcontractor has participated during the past five (5) years with a contract value of more than three hundred fifty thousand dollars (\$350,000). Failure to list all projects in which the Trade Contractor/Subcontractor has participated during the past five (5) years with a contract value of more than three hundred fifty thousand dollars (\$350,000) may result in Trade Contractor/Subcontractor's Questionnaire being deemed non-responsive at District's sole discretion.

1. Previous Experience – Level 1 (Swimming Pool, Swimming Pool Deck):  
At least five (5) projects must fit the criteria described below:

- a. Trade Contractor/Subcontractor has, in the last five (5) years, constructed at least five (5) commercially designed municipal and public-use swimming pools, each of which have incorporated a minimum size of 6,000 square feet of water surface area with a concrete and ceramic tile perimeter overflow gutter and self-modulating balance tank or Trade Contractor / Subcontractor cannot prequalify for District work.

2. Previous Experience – Level 2 (Operable Skylights):

At least five (5) projects must fit the criteria described below:

- a. Trade Contractor/Subcontractor has fabricated and installed at least five (5) municipal, educational, or commercial application operable skylights within the State of California, complying with the California Building Code, each of which have incorporated a minimum size of 5,000 square feet of skylight surface area and 2,000 square feet of operable panel surface area or Trade Contractor/Subcontractor cannot prequalify for District work.

3. Previous Experience – Level 3 (Natatorium Deck, Structural Steel):

At least five (5) projects must fit the criteria described below:

- a. Trade Contractor/Subcontractor has completed similar successful installations which have been in service for at least five (5) years or Trade Contractor/Subcontractor cannot prequalify for District work.

**Please include all projects performed under all firm names identified in Section B (CURRENT ORGANIZATION AND STRUCTURE OF THE BUSINESS) and Section C (ASSOCIATED FIRMS). Please use additional signed sheets when needed to explain or clarify any response or to include more responses with all requested information.**

**District will assign points based on standardized questions that the District will ask Trade Contractor/Subcontractor's references.**

- 1. Project Name/Identification: \_\_\_\_\_
  - a. Name of Trade Contractor/Subcontractor performing work: \_\_\_\_\_
  - b. Project owner: \_\_\_\_\_
  - c. Architect of Record: \_\_\_\_\_
  - d. General Contractor (name and telephone number for District reference): \_\_\_\_\_  
\_\_\_\_\_
  - e. Project description: \_\_\_\_\_

- f. Project contract duration (mm/yyyy): \_\_\_\_\_
- g. Project address/location: \_\_\_\_\_
- h. Initial subcontract value (at time of bid award): \_\_\_\_\_
- i. Final subcontract value: \_\_\_\_\_
- j. Liquidated damages assessed (If yes, explain): \_\_\_\_\_
- k. Contact for verification (name and telephone number for District reference): \_\_\_\_\_
- l. Did the project include constructing or modernizing an earthquake resistant building? \_\_\_\_\_

2. **Additional References:** Attach all additional references on separate signed sheets as necessary.

**G. EVALUATION CRITERIA**

**1. Essential Criteria**

L1. Level 1 Trade Contractor/Subcontractor (Swimming Pool, Swimming Pool Deck):

a. Has you firm derived 50% of its annual revenue from public-use swimming pool construction for each of the last five (5) years?

Q Yes                      Q No

b. Has your firm, in the last five (5) years, constructed at least five (5) commercially designed municipal and public-use swimming pools, each of which have incorporated a minimum size of 6,000 square feet of water surface area with a concrete and ceramic tile perimeter overflow gutter and self-modulating balance tank?

Q Yes                      Q No

L2. Level 2 Trade Contractor/Subcontractor (Operable Skylights):

- a. Has your firm successfully specialized in production of this type of operable skylight work for not less than 10 years?

Q Yes            Q No

- b. Has your firm derived at least 50% of its annual revenue from operable skylight construction for each of the last five (5) years?

Q Yes            Q No

- c. Has your firm fabricated and installed at least five (5) municipal, educational, or commercial application operable skylights within the State of California, complying with the California Building Code, each of which have incorporated a minimum size of 5,000 square feet of skylight surface area and 2,000 square feet of operable panel surface area?

Q Yes            Q No

L3. Level 3 Trade Contractor/Subcontractor (Natatorium Deck, Structural Steel):

Has your firm completed not less than five similar successful installations which have been in service for at least 5 years?

Q Yes            Q No

AT. ALL Trade Contractors/Subcontractors:

- a. Has your firm and/or any firm identified in Section B and/or Section C, or their officers, RMO, or RME, either performing work under the current license or under other licenses through other entities, including a joint venture defaulted on a contract within the past five (5) years or declared bankruptcy or been placed in receivership within the past five (5) years?

Q Yes            Q No

- b. Has your firm and/or any firm identified in Section B held a current, active "C" license appropriate for your scope of work that has been consistently active for at least five (5) years and that has not been suspended or revoked?

Q Yes      Q No

- c. Has your firm and/or any firm identified in Section B and/or section C been disqualified, debarred, forbidden, found non-responsible, or otherwise prohibited, from performing work and/or bidding on work for any public school district or other public agency within the State of California within the past five (5) years?

Q Yes      Q No

- d. Has your firm and/or any firm identified in Section B and/or Section C been terminated by any public school district or other public agency on any project for a public school district or other public agency within the State of California within the past five (5) years?

Q Yes      Q No

If yes, explain and indicate on separate signed sheet(s) the project name(s), claim(s), name of claimant(s), brief description of the nature of the claim, the court in which the case was filed, a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution, and date(s) of claim(s).



2. **Other Criteria**

- a. Did the project owner, district, public entity, general contractor, architect, or construction manager file claim(s) in an amount exceeding twenty five thousand dollars (\$25,000) against you or your firm, or did you or your firm file claim(s) in an amount exceeding fifty thousand dollars (\$50,000) against a project owner, district, public entity, general contractor, architect, or construction manager?

Q Yes Q No

If yes, explain and indicate on separate signed sheet(s) the project name(s), claim(s), name of claimant(s), brief description of the nature of the claim, the court in which the case was filed, a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution, and date(s) of claim(s).

- b. Did any sub-tier contractor, supplier, or any person providing service through you, at any point on any project, file a stop payment notice?

Q Yes Q No

- c. Please provide the maximum dollar amount of stop payment notices placed by your employees, sub-tier subcontractors or suppliers on a single project, and provide the total contract value.

\_\_\_\_\_ (stop payment notice value)

\_\_\_\_\_ (contract value)

- d. Has your firm and/or any firm identified in Section B and/or Section C been cited and/or assessed any penalties for non-compliance with state public contract laws and/or regulations, including public bidding requirements and Labor Code violations within the past five (5) years?

Q Yes Q No

If "yes," indicate on separate signed sheet(s) the project name(s), violation(s), and date(s) of incidents.

- e. Has your firm and/or any firm identified in Section B and/or Section C been cited and/or assessed penalties by the OSHA, EPA, any Air Quality Management District, any Regional Water Quality Control Board, SWPPP, or any other environmental agency within the past five (5) years?

Q Yes Q No

If "yes," indicate on separate signed sheet(s) the project name(s), violation(s), and date(s) of citation.

- f. Has your firm and/or any firm identified in Section B and/or Section C ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?

Q Yes Q No

If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the investigation and the grounds for the finding.

- g. Has your firm and/or any firm identified in Section B and/or Section C ever been convicted of a crime involving any federal, state, or local law related to construction?

Q Yes Q No

If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the conviction and the grounds for the conviction.

- h. Has your firm and/or any firm identified in Section B and/or Section C ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

Q Yes Q No

If "yes," identify on a separate signed page the person or persons convicted, the court (the county if a state court, the district or location of the federal court), the year and the criminal conduct.

- i. At any time during the last five (5) years, has your firm, and/or any firm identified in Section B and/or Section C been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?

Q Yes Q No

If "yes," identify on a separate signed page the person or persons convicted, the court (the county if a state court, the district or location of the federal court), the year and the criminal conduct.

- j. Would your firm be willing to encourage local sub-tier contractors and suppliers to participate as a part of your team? If so, what is your strategy for encouraging local participation (local is defined as West Contra Costa and Contra Costa County)?

Q Yes Q No

If "yes," how would you do so?

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**H. WORKERS' COMPENSATION HISTORY AND EXPERIENCE MODIFIER**

1. State Trade Contractor/Subcontractor's current Workers' Compensation Experience Modifier: \_\_\_\_\_
2. State Trade Contractor/Subcontractor's Workers' Compensation Experience Modifier for the past five (5) years (including any firm identified in Section B):

Year	Modifier

3. Within the past five (5) years has there ever been a period when your firm and/or any firm identified in Section B had employees but was without workers' compensation insurance or state-approved self-insurance? \_\_\_\_\_.

If "yes," indicate on separate sheet(s) of paper the date(s) and reason(s) for the absence of workers' compensation insurance.

**I. TRADE CONTRACTOR/SUBCONTRACTOR'S FINANCIAL INFORMATION**

Trade Contractor/Subcontractor must submit either an audited financial statement or reviewed financial statement for the past three (3) full fiscal years. An unaudited and/or compiled financial statement, and/or a letter verifying availability of a line of credit may also be attached; however, it will be considered as supplemental information only, and is not a substitute for the required audited or reviewed financial statement.

**J. CERTIFICATION**

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

Date: \_\_\_\_\_

Proper Name of Trade Contractor/Subcontractor: \_\_\_\_\_

Signature: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT  
CHIEF ENGINEERING OFFICER**

**NOTICE TO PROSPECTIVE BIDDERS REGARDING**

**PREQUALIFICATION**

**FOR**

**RICHMOND SWIM CENTER BUILDING  
REMEDICATION AND AQUATIC PROGRAMMING PROJECT**

**FOR**

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT**



**August 23, 2013**

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT  
CHIEF ENGINEERING OFFICER**

**PREQUALIFICATION FOR GENERAL CONTRACTORS  
FOR THE RICHMOND SWIM CENTER BUILDING  
REMEDICATION AND AQUATIC PROGRAMMING PROJECT  
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT**

**August 23, 2013**

**I. BACKGROUND AND OVERVIEW**

The West Contra Costa Unified School District ("District") in collaboration with The City of Richmond ("City") is prequalifying General Contractors ("Contractors") ("Contractors") to bid on the Richmond Swim Center Building Remediation and Aquatic Programming Project. The project will be going out to bid during the Fourth Quarter of 2013. If two or more business entities submit a bid on a project as a joint venture, or expect to submit a bid as part of a joint venture, each entity within the joint venture must be separately qualified to bid.

As a condition of bidding or to perform any work related to the Richmond Swim Center Building Remediation and Aquatic Programming Project, and in accordance with California Public Contract Code 20111.5(e), the West Contra Costa Unified School District requires Contractors to fully complete a prequalification questionnaire and a financial statement.

Once a Contractor's prequalification statement is submitted, the District will notify the Contractor if the Contractor meets the prequalification requirements. The Contractor will be eligible to bid on any Measure J and Measure D 2010 construction project within the Contractor's bonding and financial capacity.

Contractors will be prequalified for the Richmond Swim Center Building Remediation and Aquatic Programming Project at least seven (7) days prior to bid opening. The District also reserves the right to revoke, suspend or rescind the prequalification status of Contractors due to changes in Contractor's status or the failure of a Contractor to update its status or information.

All Contractors whether previously prequalified or not, will be certified in accordance with the District's uniform system of rating bidders.

Bids submitted by Contractors for the Richmond Swim Center Building Remediation and Aquatic Programming Project will not be accepted unless a Contractor is certified as prequalified by the District and the bid is for a contract of a size which Contractor has been deemed qualified to bid.

The District reserves the right to use some or all of the information provided in this form for evaluation purposes.

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While it is the intent of the prequalification questionnaire and documents required therewith to assist the District in determining bidder responsibility prior to the submission of bids and to aid the District in selecting the lowest responsible bidder, neither the fact of prequalification, nor any prequalification rating, will preclude the District from a post-bid consideration and determination of whether a bidder has the quality, fitness, capacity, and experience to satisfactorily perform the proposed work, and has demonstrated the requisite trustworthiness.

For information regarding the prequalification process and to secure the District's Prequalification documents, please contact Magdy Abdalla, Chief Engineering Officer via e-mail at [mabdalla@wccusd.net](mailto:mabdalla@wccusd.net) by phone at 510-307-4540, or Keith Holtlander, WCCUSD Facilities Director via e-mail at [kholtlander@wccusd.net](mailto:kholtlander@wccusd.net) or by phone at 510-307-4540.

**II. PROJECT DESCRIPTION**

Generally, the Project purpose is to correct building deficiencies within the natatorium area, introducing new aquatic programming opportunities including interactive water play into the existing facility, and to further develop currently underutilized outdoor areas adjacent to the natatorium.

The existing building is approximately 22,700 gross square feet and is comprised of an entry check-in area, swim center offices, men's and women's bath and locker facilities, and a large natatorium containing one indoor swimming pool (natatorium). The natatorium portion of the building is approximately 15,200 gross square feet, is square in configuration, and has long-span glulam beams with masonry perimeter walls and conventional spread footings as the primary building elements. Upon completion of the proposed work, the facility size, footprint, and use shall remain unchanged.

The Project scope of work includes 1) removal of the existing natatorium wood roof assembly, 2) addition of a new natatorium roof diaphragm assembly consisting of steel cross bracing and metal decking, 3) addition of a 7,700 square foot operable skylight assembly over the natatorium, 4) replacement of the natatorium HVAC system, 5) replacement of the natatorium lighting systems 6) substantial reconfiguration of the existing swimming pool including new shell components, perimeter coping, plaster, tile, and underwater lighting, 7) interactive water play elements, 8) interior waterproofing and wall finishes, 9) roofing, 10) ADA improvements, and 11) site hardscape/landscape improvements.

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**III. PREQUALIFICATION PROCESS**

The following process will govern the conduct of Contractor prequalification for the Richmond Swim Center Building Remediation and Aquatic Programming Project. A Contractor who submits prequalification responses thereby consents to and will comply with the procedures outlined below and as set forth in greater detail in this document.

- A. Submittal: Prequalification information for Richmond Swim Center Building Remediation and Aquatic Programming Project should be submitted to the District by **Monday, September 20, 2013**, or at least 20 (twenty) calendar days prior to the bid due date. All prospective licensed Contractors and who want to prequalify for the Richmond Swim Center Building Remediation and Aquatic Programming Project shall submit a fully complete Contractor Prequalification Questionnaire and Certification ("Questionnaire") in a sealed envelope to:

**West Contra Costa Unified School District  
District Engineering Officer  
Attn: Magdy Abdalla  
1400 Marina Way South  
Richmond, CA 94804**

- B. Form: Contractors shall submit to the District a complete Questionnaire on white paper by the deadline above. No other prequalification documents previously completed by Contractors will meet these requirements. All information requested in the Questionnaire must be provided in order to be considered "responsive" to the requirements of prequalification. The Questionnaire shall be submitted as one package – it shall not be submitted "piecemeal." Contractors shall submit one (1) completed Questionnaire with required attachments in "hard copy" format (i.e., 8-1/2" x 11" paper) in a sealed envelope. Any questions regarding this package should be directed to Magdy Abdalla, District Engineering Officer at (510) 307-4540 or via e-mail [mabdalla@wccusd.net](mailto:mabdalla@wccusd.net) or Keith Holtslander, WCCUSD Facilities Director via e-mail at [kholtlander@wccusd.net](mailto:kholtlander@wccusd.net) or by phone at 510-307-4540. Submission of an incomplete and/or unclear Questionnaire may result in a determination that the Contractor is non-responsive and/or not qualified.
- C. District's Review: Information submitted in the Questionnaire shall not be public information and shall not be open to public inspection, to the extent allowed by law. Contractors that have submitted a Questionnaire shall receive written notification of their prequalification status. All information provided will be kept



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confidential to the extent permitted by law, although the contents may be disclosed to third parties for the purpose of verification, investigation of substantial allegations, and in the process of an appeal hearing. State law requires that the names of Contractors applying for prequalification status shall be public records subject to disclosure, and the first page of the questionnaire will be used for that purpose. The District reserves the right to reject all Questionnaires or to waive irregularities in any Questionnaire received, to make all final determinations, and to determine at any time that the prequalification procedures will not be applied to a future public works project.

- D. Addenda: Any addenda issued will be faxed, mailed, or sent by messenger service to all Contractors known to the District to have received a Questionnaire and who have provided a complete and legible physical address, telephone number, and fax number for receipt of addenda. The receipt of all addenda must be acknowledged on the Contractor's Questionnaire.
- E. Nonresponsiveness A Contractor's Questionnaire may be deemed nonresponsive if:
- a. The Questionnaire is not returned on time.
  - b. Contractor does not provide all requested information on District forms (yellow in color).
  - c. The Questionnaire is not signed under penalty of perjury by individuals who have the authority to bind the Contractor on whose behalf they are signing.
  - d. Information contained in the Questionnaire is not updated under penalty of perjury when it is no longer accurate.
  - e. Any information provided by the Contractor is misleading or inaccurate in any material manner (e.g., financial resources are overstated; previous violations of law are not accurately reported). Even after a Contractor has been determined to be qualified, the District reserves the right to revoke that determination at any subsequent time, to terminate any contract awarded, and to cease making payments if it determines that any information provided by the Contractor was incomplete, misleading, inaccurate or false in any material manner.

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**IV. QUALIFICATION CRITERIA**

**Essential Criteria**

As detailed herein, each potential Contractor must provide specific information that will be reviewed and scaled by the District. Certain qualifications are essential. Any potential Contractor who cannot satisfy all of the following requirements ("Essential Criteria"), regardless of the ranking or ability to meet other criteria, will not be prequalified:

- A. School Projects: The Contractor shall have contracted for construction of a minimum of three (3) Division of State Architect ("DSA") approved California public school district construction projects, each with a Contract value of \$10,000,000 or more within the past seven (7) years.
  
- B. Self-Perform Work: Demonstrated ability to self-perform a minimum of 10% of the work in Richmond Swim Center Building Remediation and Aquatic Programming Project for the District.
  - a. Provide a list of work the Contractor would anticipate self-performing on the Richmond Swim Center Building Remediation & Aquatic Programming Project.
  
- C. Default or Bankruptcy: The Contractor its officers, Responsible Managing Officer ("RMO"), or Responsible Managing Employee ("RME"), either performing work under its current license or under other licenses through other entities, including a joint venture, shall not have defaulted on a Contract within the past five (5) years or declared bankruptcy or been placed in receivership within the past five (5) years.
  
- D. Licensure: The Contractor shall hold a current, active "A" or "B" license that has been consistently active for at least five (5) years and that has not been suspended or revoked.

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- E. Disqualification: The Contractor, its officers, RMO, or RME, either performing work under its current license or under other licenses through other entities, shall not have been disqualified, debarred, forbidden, or found non-responsible, or otherwise prohibited, from performing work for and/or bidding on work for any public school district or other public agency within the State of California within the past five (5) years.
  
- F. Termination: The Contractor shall not have been terminated on work for any public school district or other public agency within the State of California within the past five (5) years.

**Other Criteria**

As stated above, each Contractor must satisfy all of the Essential Criteria, regardless of its ranking or ability to meet other criteria or the Contractor will not prequalify for the Richmond Swim Center Building Remediation and Aquatic Programming Project. The Questionnaire contains questions for which a numerical score will be given for specific answer(s). A Contractor must receive a minimum number of points, regardless of its ability to meet other criteria, or the Contractor will not prequalify for District work. Even if a Contractor meets the Essential Criteria and receives at least the minimum number of points, the District reserves the right to disqualify it from bidding on other grounds.

The District will use some or all of the following criteria in qualifying each Contractor. The District reserves the right to modify the following criteria and to add or delete criteria at its sole discretion at any time prior to opening the Questionnaires.

- 1. Previous Experience: The Contractor shall demonstrate experience working on public works projects, including the following:
  - a. Previous or current contracts for Natatorium projects that demonstrate equivalent quality design, detailing, finishes and construction.
    - i. Provide a list of such projects including owner, address of installation, size or scope of project, date of installation, architect of record, project contact person and phone number of contact person.

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- b. Experience in managing Natatorium projects each with a contract value of \$3,000,000 or more with strict budget and schedule compliance.
    - i. Provide a list of such projects including owner, address of installation, size or scope of project, date of installation, architect of record, project contact person and phone number of contact person.
  
  - c. All previous or current contracts, regardless of size or date, performed for the District.
    - i. Provide a list of such projects including address of installation, size or scope of project, date of installation, architect of record, project contact person and phone number of contact person.
  
  - d. All previous or current contracts, regardless of size or date, performed for the City of Richmond.
    - ii. Provide a list of such projects including address of installation, size or scope of project, date of installation, architect of record, project contact person and phone number of contact person.
- 
- 2. **Business History:** The Contractor has a history of having continuously been in business as a licensed contractor.
  
  - 3. **Bondability:** The Contractor shall demonstrate that it can provide required bonds for bidding, payment, performance and materials on projects. Provide a summary and background of company bonding.
  
  - 4. **Insurability:** The Contractor shall demonstrate that it holds the insurance as indicated in the Questionnaire.

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5. Workers' Compensation Experience Modifier: The Contractor shall demonstrate an acceptable Workers' Compensation Experience Modification Rate for the past five (5) years. An EMR that is .5 or less will score ten (10) points, and an EMR that is greater than 1.4 will score zero (0) points.
  
6. Violations of Regulations or Laws The Contractor shall demonstrate that it is has not, in any of its forms, been found in violation of applicable state laws or regulations, including public bidding requirements.
  
7. Quality Control: The Contractor shall demonstrate quality, appropriateness, and thoroughness of quality control techniques.
  
8. Personnel: The Contractor shall disclose to the District for District approval:
  - a. Staff assignments to key roles;
  - b. Commitment by the Contractor to carry out the contract, including availability of full time supervision of the contract throughout the duration of the project; and
  - c. Clear lines of responsibility within the Contractor's organization demonstrating effectiveness and responsiveness.
  
9. Financial Strength: The Contractor shall demonstrate its financial ability to undertake and complete this project.
  
10. Local Business Participation: The Contractor shall identify its proposed strategy for utilizing local vendors and contractors (local defined as West Contra Costa County) on the proposed work.

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11. References: The Contractor shall provide references verifying past performance and data.

**V. APPEALING A QUALIFICATION FINDING**

Unless a Contractor files a timely appeal, the Contractor waives any and all rights to challenge the prequalification decision of the District, whether by administrative process, judicial process or any other legal process or proceeding. There is no appeal from a finding that a Contractor is not prequalified because of a failure to submit required information. The date for submission and opening of bids for a specific project will not be delayed or postponed to allow for completion of an appeal process.

Contractor may appeal the District's decision as follows:

Step 1. Request for Explanation: Contractor shall submit, in writing, within three (3) working days from notification, a request for a written response from the District to explain any aspect of the District's determination.

Step 2. Request for Meeting with Staff: Within three (3) working days from receipt of the District's written response to the Contractor's request for information, Contractor may submit, in writing, a request for a meeting with the District's staff. Contractor may submit with the request any information that it believes supports a finding that District's determination should be changed.

Step 3. Request for Meeting with District's Associate Superintendent of Operations: Within three (3) working days after a meeting with District's staff, Contractor may submit, in writing, a request for a meeting with the District's Associate Superintendent of Operations at which time Contractor may submit any further information that it believes supports a finding that District's determination should be changed.

Step 4. Request to Address District's Governing Board: Within three (3) working days from a meeting with District's Associate Superintendent of Operations, Contractor may submit, in writing, a request that the District's finding be submitted to the District's governing board, at which time the Contractor may address the District's governing board.

Contractor's failure to comply with any of these time periods shall be deemed Contractor's acceptance of District's determination of Contractor's prequalification status.

**\*\*\* END OF SECTION \*\*\***

[WHITE]

**CONTRACTOR PREQUALIFICATION QUESTIONNAIRE AND CERTIFICATION**

---

Each prospective Contractor ("Contractor") shall be currently licensed and shall submit the following information to establish its prequalification to bid to perform construction work on the Richmond Swim Center Building Remediation and Aquatic Programming Project.

**A. CONTRACTOR'S INFORMATION**

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Mobile Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Name of individual completing statement)

Years in business as a licensed Contractor: \_\_\_\_\_

Types of work performed with own forces: \_\_\_\_\_

Years in business under current firm name: \_\_\_\_\_

Years at the above address: \_\_\_\_\_

Receipt and acceptance of the following addenda is hereby acknowledged:

No. \_\_\_\_\_ Dated \_\_\_\_\_

No. \_\_\_\_\_ Dated \_\_\_\_\_

No. \_\_\_\_\_ Dated \_\_\_\_\_

No addenda issued

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**B. CURRENT ORGANIZATION AND STRUCTURE OF THE BUSINESS**

**1. For Firms That Are Corporations:**

- a. Date Incorporated : \_\_\_\_\_
- b. Type of Corporation (e.g., S Corp., C Corp., LLC): \_\_\_\_\_
- c. Under the Laws of What State: \_\_\_\_\_
- d. Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least ten percent (10%) of the corporation's stock.

Attach all additional references and/or information on separate signed sheets.

Name	Position	Years with Co.	% Ownership	Social Security #

**2. For Firms That Are Partnerships:**

- a. Date of Formation: \_\_\_\_\_
- b. Type of Partnership (e.g., general, limited): \_\_\_\_\_
- c. Under the Laws of What State: \_\_\_\_\_
- d. Provide all the following information for each partner who owns ten percent (10%) or more of the firm. Attach all additional references and/or information on separate signed sheets.

Name	Position	Years with Co.	% Ownership	Social Security #



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**3. For Firms That Are Sole Proprietorships:**

- a. Date of Commencement of Business: \_\_\_\_\_
- b. Provide the following information for the current sole proprietor.

Name	Position	Years with Co.	% Ownership	Social Security #

**4. For Firms That Intend to Bid as a Joint Venture:**

- a. Date of Commencement of Joint Venture: \_\_\_\_\_
- b. Provide all of the following information for each firm that is a member of the joint venture that expects to bid on one or more projects. Attach all additional references and/or information on separate signed sheets.

Name of Firm	% of Ownership of Joint Venture

- c. Provide all the following information for each owner of a firm that is a participant in a joint venture. Attach all additional references and/or information on separate signed sheets.

Name	Position	Years with Co.	% Ownership	Social Security #

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**C. ASSOCIATED FIRMS**

Identify every construction firm and/or construction management firm that the Contractor or any person listed above has been associated with (as owner, general partner, limited partner or officer) at any time during the past five (5) years. Attach all additional references and/or information on separate signed sheets. NOTE: For this question, "owner" and "partner" refer to ownership of ten percent (10%) or more of the business, or ten percent (10%) or more of its stock, if the business is a corporation.

State Person's Name or "Contractor" if Your Firm was Associated with Another Firm	Construction Firm or Construction Management Firm Name	Contractor's License No.	Dates of Person's Participation with Company

**D. HISTORY OF THE BUSINESS AND ORGANIZATIONAL PERFORMANCE**

- Has there been any change in ownership of the firm at any time during the past three (3) years?

NOTE: A corporation whose shares are publicly traded is not required to answer this question.

Q Yes            Q No

If "yes," explain on a separate signed sheet.

- Is the firm a subsidiary, parent, holding company, or affiliate of another construction firm?

NOTE: Include information about other firms if one firm owns ten percent (10%) or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.

Q Yes            Q No

If "yes," explain on a separate signed sheet, including the name of the related company and the percent ownership.

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- 3.** Are any corporate officers, partners or owners connected to any other construction firms?  
NOTE: Include information about other firms if an owner, partner, or officer of your firm holds a similar position in another firm.

Q Yes            Q No

If "yes," explain on a separate signed sheet.

- 4.** State your firm's gross revenues for each of the past four (4) years:

Year	Gross Revenue
	\$
	\$
	\$
	\$

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**E. CONTRACTOR'S LICENSES**

1. Contractor shall be licensed in the State of California and shall submit the following information:
  - a. Name of license holder exactly as on file with the California State License Board: \_\_\_\_\_
  - b. License Classification(s): \_\_\_\_\_
  - c. License #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_
  - d. Number of years license holder has held the listed license: \_\_\_\_\_
  - e. Number of years contractor has done business in California under contractor's license law: \_\_\_\_\_

2. Has your firm changed names or license number in the past five (5) years?

Q Yes            Q No

If "yes," explain on a separate signed sheet, including the reason for the change.

3. If any of your firm's license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individual(s) listed on the California State License Board records who meet(s) the experience and examination requirements for each license.

\_\_\_\_\_  
\_\_\_\_\_

4. Has any California State License Board license held by your firm or its RME or RMO been suspended within the last five (5) years?

Q Yes            Q No

If "yes," explain on a separate signed sheet.

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**F. PROJECT REFERENCES**

Provide a summary list of *all* projects in which the Contractor has participated during the past seven (7) years with a contract value of more than five million (\$5,000,000). Failure to list all projects in which the Contractor has participated during the past seven (7) years with a contract value of more than five million (\$5,000,000) may result in Contractor's Questionnaire being deemed non-responsive at District's sole discretion. At least three (3) of these projects must be with California public school district(s) or Contractor cannot prequalify for District work. For the three required school district projects please complete the following information.

**Please include all projects performed under all firm names identified in Section B (CURRENT ORGANIZATION AND STRUCTURE OF THE BUSINESS) and Section C (ASSOCIATED FIRMS).** Please use additional signed sheets when needed to explain or clarify any response or to include more responses with all requested information.

**District will assign points based on standardized questions that the District will ask Contractor's references.**

1. Project Name/Identification: \_\_\_\_\_
  - a. Name of Contractor/Entity Performing Work: \_\_\_\_\_
  - b. Project Owner: \_\_\_\_\_
  - c. Project Architect (name and telephone number for District reference): \_\_\_\_\_  
\_\_\_\_\_
  - d. Project Description: \_\_\_\_\_
  - e. Project Address/Location: \_\_\_\_\_
  - f. Original Completion Date: \_\_\_\_\_
  - g. Date Completed: \_\_\_\_\_
  - h. Initial Contract Value (at time of bid award): \_\_\_\_\_
  - i. Final Contract Value: \_\_\_\_\_

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- j. Liquidated Damages Assessed (If yes, explain): \_\_\_\_\_
- k. Contact for Verification (name and telephone number for District reference): \_\_\_\_\_
- l. Did the project include constructing or modernizing an earthquake resistant building? \_\_\_\_\_
- m. Did the project owner, architect, or construction manager assert a claim or claims exceeding twenty-five thousand (\$25,000) against you or your firm, or did you or your firm file a claim or claims in an amount exceeding fifty thousand (\$50,000) against a project owner, architect, or construction manager? If yes, explain and indicate on separate signed sheet(s) the project name(s), claim(s), and date(s) of the claim(s).

2. **Additional References:** Attach all additional references on separate signed sheets as necessary.

**G. EVALUATION CRITERIA**

**1. Essential Criteria**

- a. Has your firm and/or any firm identified in Section B contracted for and completed construction of a minimum of three (3) Division of State Architect ("DSA") approved California public school district construction projects, each with a Contract value of \$10,000,000 or more within the past seven (7) years.?

Q Yes            Q No

- b. Does your firm have the demonstrated ability to self perform a minimum of 10% of the work for this Project?

Q Yes            Q No

Provide a list of work the Contractor would anticipate self-performing on the Richmond Swim Center Building Remediation & Aquatic Programming Project.

\_\_\_\_\_

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- c. Has your firm and/or any firm identified in Section B and/or Section C, or their officers, RMO, or RME, either performing work under their current license or under other licenses through other entities, including a joint venture defaulted on a contract within the past five (5) years or declared bankruptcy or been placed in receivership within the past five (5) years?

Q Yes            Q No

- d. Has your firm and/or any firm identified in Section B held a current, active "A" or "B" license that has been consistently active for at least five (5) years and that has not been suspended or revoked?

Q Yes            Q No

- e. Has your firm and/or any firm identified in Section B and/or section C been disqualified, debarred, forbidden, found non-responsible, or otherwise prohibited, from performing work and/or bidding on work for any public school district or other public agency within the State of California within the past five (5) years?

Q Yes            Q No

- f. Has your firm and/or any firm identified in Section B and/or Section C been terminated by any public school district or other public agency on any project for a public school district or other public agency within the State of California within the past five (5) years?

Q Yes            Q No

- g. Did the project owner, district, public entity, architect, or construction manager file claim(s) in an amount exceeding twenty-five thousand (\$25,000) against you or your firm, or did you or your firm file claim(s) in an amount exceeding fifty thousand (\$50,000) against a project owner, district, public entity, architect, or construction manager?

Q Yes            Q No

If yes, explain and indicate on separate signed sheet(s) the project name(s), claim(s), name of claimant(s), brief description of the nature of the claim, the court in which the case was filed, a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution, and date(s) of claim(s).

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- h. Did any sub-contractors, suppliers, or any person providing service, at any point at any project, file a stop payment notice?

Q Yes            Q No

- i. Has the owner, and/or owner representative, been named in a law suit with the contractor for the lack of payments on any project for the last seven (7) years.

Q Yes            Q No

If yes, explain and indicate on separate signed sheet(s) the project name(s), claim(s), name of claimant(s), brief description of the nature of the claim, the court in which the case was filed, a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution, and date(s) of claim(s).

- j. Has the owner, and/or owner representative, been named in a law suit for any dispute on a project for the last seven (7) years.

Q Yes            Q No

If yes, explain and indicate on separate signed sheet(s) the project name(s), claim(s), name of claimant(s), brief description of the nature of the claim, the court in which the case was filed, a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution, and date(s) of claim(s).

- k. Please provide the maximum dollar amount of stop payment notices on a single project, and provide the total contract value.

\_\_\_\_\_



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**2. Other Criteria**

- a. Does your firm and/or any firm identified in Section B and/or Section C have experience with Natatorium projects that demonstrate equivalent quality design, detailing, finishes and construction?

Q Yes                      Q No

If "yes," indicate on separate signed sheet(s) the owner, address of installation, size or scope of project, date of installation, architect of record, project contact person and phone number of contact person.

- b. Does your firm and/or any firm identified in Section B and/or Section C have experience managing Natatorium projects each with a Contract Value of \$3,000,000 or more with strict budget and schedule compliance?

Q Yes                      Q No

If "yes," indicate on separate signed sheet(s) the owner, address of installation, size or scope of project, date of installation, architect of record, project contact person and phone number of contact person.

- c. Has your firm and/or any firm identified in Section B and/or Section C performed previous or current contracts for the West Contra Costa Unified School District?

Q Yes                      Q No

If "yes," indicate on separate signed sheet(s) the owner, address of installation, size or scope of project, date of installation, architect of record, project contact person and phone number of contact person.

- d. Has your firm and/or any firm identified in Section B and/or Section C performed previous or current contracts for the City of Richmond?

Q Yes                      Q No

If "yes," indicate on separate signed sheet(s) the owner, address of installation, size or scope of project, date of installation, architect of record, project contact person and phone number of contact person.

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- e. Has your firm and/or any firm identified in Section B and/or Section C been cited and/or assessed any penalties for non-compliance with state public contract laws and/or regulations, including public bidding requirements and Labor Code violations within the past five (5) years?

Q Yes                      Q No

If "yes," indicate on separate signed sheet(s) the project name(s), violation(s), and date(s) of incidents.

- f. Has your firm and/or any firm identified in Section B and/or Section C been cited and/or assessed penalties by the OSHA, EPA, any Air Quality Management District, any Regional Water Quality Control Board, SWPPP, or any other environmental agency within the past five (5) years?

Q Yes                      Q No

If "yes," indicate on separate signed sheet(s) the project name(s), violation(s), and date(s) of citation.

- g. Is your firm willing to comply with the District's Local Capacity Building Program's mandatory percentages for local business participation imposed on all Measure J and D 2010 projects? If so, what is your strategy for encouraging local participation (local is defined as West Contra Costa)?

Q Yes                      Q No

If yes, how would you do so?

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**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT  
CHIEF ENGINEERING OFFICER**

- h. Has your firm and/or any firm identified in Section B and/or Section C ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?

Q Yes            Q No

If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the investigation and the grounds for the finding.

- i. Has your firm and/or any firm identified in Section B and/or Section C ever been convicted of a crime involving any federal, state, or local law related to construction?

Q Yes            Q No

If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the conviction and the grounds for the conviction.

- j. Has your firm and/or any firm identified in Section B and/or Section C ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

Q Yes            Q No

If "yes," identify on a separate signed page the person or persons convicted, the court (the county if a state court, the district or location of the federal court), the year and the criminal conduct.

- k. At any time during the last five (5) years, has your firm, and/or any firm identified in Section B and/or Section C been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?

Q Yes    Q No

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT  
CHIEF ENGINEERING OFFICER**

**H. CONTRACTOR'S PROJECT PERSONNEL**

The Contractor hereby commits to the assignment of the full-time on-site Project Manager and Project Superintendent(s) named below to District project(s). At the time of the bid, the successful Contractor shall confirm those personnel. If any of the named staff are no longer employed by the firm at the time of bid opening, or are otherwise unavailable, the Contractor's bid may be considered nonresponsive. The Contractor may formally request substitution of other individuals with equivalent experience, and District may consider them. However, résumés, project history, and other relevant information must be submitted by the Contractor to District immediately once Contractor becomes aware of a need for a substitution.

**Full-Time, On-Site Project Manager:**

1. Name: \_\_\_\_\_
2. Address: \_\_\_\_\_
3. Years with firm: \_\_\_\_\_
4. Years in current position: \_\_\_\_\_
5. Licenses held: \_\_\_\_\_
6. Years Experience with School projects: \_\_\_\_\_
7. Years experience with projects with other public entities: \_\_\_\_\_
8. Years performing Natatorium projects : \_\_\_\_\_
9. Recent comparable project references (list at least three):

Name

Contact

Phone

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT  
CHIEF ENGINEERING OFFICER**

**Full-Time, On-Site Project Superintendent:**

1. Name: \_\_\_\_\_
2. Address: \_\_\_\_\_
3. Years with firm: \_\_\_\_\_
4. Years in current position: \_\_\_\_\_
5. Licenses held: \_\_\_\_\_
6. Years experience with School projects: \_\_\_\_\_
7. Years experience with projects with other public entities: \_\_\_\_\_
8. Years performing Natatorium projects: \_\_\_\_\_
9. Recent comparable project references (list at least three):

<u>Name</u>	<u>Contact</u>	<u>Phone</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

**I. CONTRACTOR'S BONDING/SURETY**

Contractors must fully comply with all bid conditions including, without limitation, a ten percent (10%) bid bond, a hundred percent (100%) payment bond, and a hundred percent (100%) performance bond. Contractor's surety must be admitted and authorized to transact business as a surety in California. List all sureties utilized in the past five (5) years. Use separate signed sheets as necessary, with all requested information.

1. Name of Bonding Company (not Agency): \_\_\_\_\_
2. Address of Company: \_\_\_\_\_

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT  
CHIEF ENGINEERING OFFICER**

3. Name of Agent: \_\_\_\_\_
4. Address of Agent: \_\_\_\_\_
5. Telephone number of Agent: \_\_\_\_\_
6. Years Contractor has been with this Surety: \_\_\_\_\_
7. Amounts paid out by or work performed by surety in the past five (5) years that were in any way related to construction activities of contractor and/or any firm identified in Section B and/or Section C (Please provide an explanation on separate signed sheets): \$\_\_\_\_\_
8. Has your firm and/or any firm identified in Section B paid a premium of more than two percent (2%) for a performance and payment bond on any project(s) at any time during the past five (5) years?

Q Yes Q No

If yes, state the percentage paid. (\_\_\_\_%). You may provide an explanation for a percentage rate higher than two percent.

9. During the past five (5) years, has your firm and/or any firm identified in Section B and/or Section C, ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?

Q Yes Q No

If yes, provide details on a separate signed sheet indicating the date(s) when your firm was denied coverage and the name of the company or companies which denied coverage; and the period(s) during which you had no surety bond in place.

10. Provide a notarized statement that states your firm's total bonding capacity from an admitted surety insurer that is authorized to issue bonds in the State of California.

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT  
CHIEF ENGINEERING OFFICER**

**J. CONTRACTOR'S INSURANCE**

Prospective Contractors must fully comply with all bid conditions including the following insurance coverage and associated limits. These policy minimums will increase to reflect the estimated value of individual project costs.

<b>Commercial Form General Liability Insurance, including Product Completed Operations Coverage</b>	<b>Minimum Requirement</b>
Each Occurrence – Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	\$ 1,000,000
General Aggregate	\$ 2,000,000
Business Automobile Liability Insurance - Any Auto	\$ 2,000,000
Excess Commercial Liability/Umbrella	\$ 4,000,000
Builders Risk	\$5,000,000 min to contract value
Workers Compensation	Statutory Limits
Employer's Liability	\$ 1,000,000

1. List all insurers contractor utilized in the past five (5) years. Use separate signed sheets as necessary, with all requested information.

- a. Name of Insurance Company ("Insurer"): \_\_\_\_\_
- b. Address of Insurer: \_\_\_\_\_
- c. Name of Agent: \_\_\_\_\_
- d. Address of Agent: \_\_\_\_\_
- e. Telephone number of Agent: \_\_\_\_\_
- f. Years Contractor has been with this Insurer: \_\_\_\_\_

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT  
CHIEF ENGINEERING OFFICER**

g. Amounts paid out by Insurer in the past five (5) years that were in any way related to construction activities of your firm and/or any firm identified in Section B (Please provide an explanation on separate signed sheets):

h. Insurer's "Best" rating: \_\_\_\_\_

2. In the last five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Q Yes            Q No

**K. WORKERS' COMPENSATION HISTORY AND EXPERIENCE MODIFIER**

1. Contractor's current Workers' Compensation Experience Modifier: \_\_\_\_\_

2. Contractor's Workers' Compensation Experience Modifier for the past five (5) years (including any firm identified in Section B): \_\_\_\_\_

Year	Modifier

3. Within the past five (5) years has there ever been a period when your firm and/or any firm identified in Section B had employees but was without workers' compensation insurance or state-approved self-insurance? \_\_\_\_\_.

If yes, indicate on separate sheet(s) of paper the date(s) and reason(s) for the absence of workers' compensation insurance.

**L. CONTRACTOR'S FINANCIAL INFORMATION**

Contractor must submit either an audited financial statement or reviewed financial statement for the past three (3) full fiscal years. An unaudited and/or compiled financial statement, and/or a letter verifying availability of a line of credit may also be attached; however, it will be considered as supplemental information only, and is not a substitute for the required audited financial statement.



**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT  
CHIEF ENGINEERING OFFICER**

**M. CERTIFICATION**

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

Date: \_\_\_\_\_

Proper Name of Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

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

**To:** Board of Education **Meeting Date:** December 11, 2013  
**From:** Bill Fay **Agenda Item:** CI C.18  
Associate Superintendent Operations  
**Subject:** Resolution No. 46-1314: Joint Use Lease Agreement for Use of Existing Space for Child Care Purposes- Collins Elementary School

**Background information:**

Patty's Pinole Day Care, Inc., ("Tenant") has been providing before and after school day care services at the Collins Elementary School Site ("Site") for twenty seven (27) years. The previous lease agreement with the District, however, expired on December 13, 2010. This Joint Use Lease Agreement re-establishes a valid agreement between the parties for Tenant's joint use of the Site to provide before and after school child care services to District students.

Education Code section 17527(a) authorizes the District to enter into agreements to make vacant classrooms or other space in operating school buildings available for rent or lease to other school districts, educational agencies, commercial and noncommercial firms, corporations, partnerships, businesses, and individuals, including during normal school hours if the school is in session.

Tenant's use of the Site will not (1) interfere with the educational programs or activities of any school or class conducted on the Site, (2) unduly disrupt the residents in the surrounding neighborhood, or (3) jeopardize the safety of the children at the Site;

This Joint Use Agreement contemplates a five (5) year term that can be renewed upon mutual agreement of the parties. In consideration of the use of the Site, Tenant will pay District \$200.00 per month as Rent. Tenant shall also pay all utilities that service the building in which Tenant conducts its Program.

**Recommendation:**

Approve the Joint Use Lease Agreement with Patty's Pinole Child Care, Inc., for use of the Site to provide before and after school child care services.

**Fiscal Impact:** No fiscal impact or implications associated with the approval of these documents.

DISPOSITION BY BOARD OF EDUCATION

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

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

RESOLUTION NO. 46-1314

RESOLUTION OF THE BOARD OF EDUCATION  
OF THE  
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT  
TO ENTER A  
JOINT-USE AND LEASE AGREEMENT WITH PATTY'S PINOLE CHILD CARE, INC.  
FOR USE OF EXISTING SPACE FOR CHILD CARE PURPOSES  
(COLLINS ELEMENTARY SCHOOL)

WHEREAS, West Contra Costa Unified School District ("District") has space available at Collins Elementary School, 1224 Pinole Valley Road, Pinole, CA ("Property"); and

WHEREAS, Patty's Pinole Child Care, Inc., ("Tenant") requires space to provide before and after school day care services to District students ("Program" or "Activities"); and

WHEREAS, District desires to allow Tenant to use a portion of the Property for Tenant's operation of the Program and to lease that Property to Tenant for \$200.00 per month; and

WHEREAS, Section 17527 of the Education Code authorizes the governing body of any school district to enter into agreements to make vacant classrooms or other space in operating school buildings available for rent or lease; and

WHEREAS, the District, pursuant to section 17529 of the Education Code, has determined that leasing the Property to Tenant (1) will not interfere with the educational programs or activities of any school or class conducted by the District, (2) will not unduly disrupt the residents in the surrounding neighborhood, and (3) will not jeopardize the safety of District children;

NOW, THEREFORE, the governing board of the West Contra Costa Unified School District hereby finds, determines, declares, orders, and resolves as follows:

**Section 1.** That the above recitals are true and correct.

**Section 2.** The District shall enter into a five (5) year joint-use agreement and lease with the Tenant, for the Tenant's use to operate the Program, for at least \$200.00 per month.

**Section 3.** The Superintendent or his designee is authorized to take all steps necessary and sign all documents to effect the intent of this resolution.

IN WITNESS WHEREOF, this resolution was approved and adopted by the Board of Education of the West Contra Costa Unified School District this eleventh day of December 2013.

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
President, Governing Board  
West Contra Costa Unified School District

ATTEST:

\_\_\_\_\_  
Secretary, Governing Board  
West Contra Costa Unified School District

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

ITEM REQUIRING ATTENTION --- BOARD OF EDUCATION

**To:** Board of Education **Meeting Date:** December 11, 2013  
**From:** Bill Fay **Agenda Item:** CI C.19  
Associate Superintendent Operations  
**Subject:** Resolution No. 47-1314: Joint Use Lease Agreement For Use of Recreational Fields –  
Pinole/Hercules Little League (Collins, Crespi, Ellerhorst & Stewart)

**Background information:**

Pinole/ Hercules Little League (“PHLL”) is a program of service to District students and community youth and is geared to provide an outlet of healthful activity and training under good leadership in an atmosphere of wholesome community participation (“Programs”) and is in need of the athletic field to conduct its Programs. The District intends to allow PHLL to continue to use the athletic fields located at the Collins Elementary School, Crespi Middle School, Ellerhorst Elementary School, and Stewart Elementary School sites (collectively the “School Sites”).

Education Code section 17527(a) authorizes the District to enter into agreements to make vacant classrooms or other space in operating school buildings available for rent or lease to other school districts, educational agencies, commercial and noncommercial firms, corporations, partnerships, businesses, and individuals, including during normal school hours if the school is in session.

PHLL’s use of the Fields located on the School Sites will not (1) interfere with the educational programs or activities of any school or class conducted on the Site, (2) unduly disrupt the residents in the surrounding neighborhood, or (3) jeopardize the safety of the children at the Sites.

The Joint Use Agreement for each School Site contains the same terms and conditions and contemplates a five (5) year term that can be renewed upon mutual agreement of the parties. Each Joint Use Agreement contemplates that PHLL will pay the District \$1.00 per school site per year as Rent for use of the Fields.

**Recommendation:**

Approve the Joint Use Lease Agreement with Pinole/Hercules Little League for use of the recreational fields located at the School Sites.

**Fiscal Impact:** No fiscal impact or implications associated with the approval of these documents.

DISPOSITION BY BOARD OF EDUCATION

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

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

**RESOLUTION NO. 47-1314**

**RESOLUTION OF THE BOARD OF EDUCATION OF THE  
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT TO ENTER A  
JOINT-USE AND LEASE AGREEMENT WITH PINOLE/HERCULES LITTLE LEAGUE  
FOR USE OF RECREATIONAL FIELDS AT MULTIPLE SCHOOL SITES  
(COLLINS, CRESPI, ELLERHORST & STEWART)**

**WHEREAS**, West Contra Costa Unified School District (“District”) has space available at the following School Sites:

1. Collins Elementary School located at 1224 Pinole Valley Road, Pinole, CA;
  2. Crespi Middle School located at 1121 Allview Avenue, El Sobrante, CA;
  3. Ellerhorst Elementary School located at 3501 Pinole Valley Road, Pinole, CA; and
  4. Stewart Elementary School located at 2040 Hoke Drive, Pinole, CA.
- (collectively the “School Sites”)

**WHEREAS**, Pinole/ Hercules Little League (“PHLL”) is a program of service to District students and community youth and is geared to provide an outlet of healthful activity and training under good leadership in an atmosphere of wholesome community participation (“Programs”); and

**WHEREAS**, PHLL is in need of the athletic fields located on the School Sites (“Fields”) to conduct its Programs; and

**WHEREAS**, District desires to allow PHLL to use the Fields for PHLL’s operation of its Programs in an effort to provide foster healthy lifestyles and contribute to the attainment of general recreational and educational objectives for District students and the children and adults in the community; and

**WHEREAS**, Section 17527 of the Education Code authorizes the governing body of any school district to enter into agreements to make vacant classrooms or other space in operating school buildings available for rent or lease; and

**WHEREAS**, the District, pursuant to section 17529 of the Education Code, has determined that leasing the Fields to PHLL (1) will not interfere with the educational programs or activities of any school or class conducted by the District, (2) will not unduly disrupt the residents in the surrounding neighborhood, and (3) will not jeopardize the safety of District children;

**NOW, THEREFORE**, the governing board of the West Contra Costa Unified School District hereby finds, determines, declares, orders, and resolves as follows:

**Section 1.** That the above recitals are true and correct.

**Section 2.** The District shall enter into a five (5) year joint-use agreement and lease with the PHLL, for PHLL’s use of the Fields located on the School Sites to operate its Programs. For and in consideration of the use of the Fields for the term of this Agreement, PHLL shall pay the District \$1.00 per school site per year as Rent.

**Section 3.** The Superintendent or his designee is authorized to take all steps necessary and sign all documents to effect the intent of this resolution.

**IN WITNESS WHEREOF**, this resolution was approved and adopted by the Board of Education of the West Contra Costa Unified School District this eleventh of December, 2013.

AYES:

NOES:

ABSENT:

ABSTAIN:

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President, Governing Board  
West Contra Costa Unified School District

ATTEST:

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Secretary, Governing Board  
West Contra Costa Unified School District

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

ITEM REQUIRING ATTENTION --- BOARD OF EDUCATION

**To:** Board of Education **Meeting Date:** December 11, 2013  
**From:** Bill Fay **Agenda Item:** CI C.20  
Associate Superintendent Operations  
**Subject:** Resolution No. 48-1314: Joint Use Lease Agreement For Use of Recreational Fields – Tara Hills Recreation Association (North Campus/Pupil Services Center)

**Background information:**

Tara Hills Recreation Association (“THRA”) is a non-profit organization that operates a PONY League Baseball program (“Program”) at the North Campus/Pupil Services Center (“School Site”). Use of the School Site by THRA for its Program promotes increased access to recreational and educational opportunities for District students and community residents.

Education Code section 17527(a) authorizes the District to enter into agreements to make vacant classrooms or other space in operating school buildings available for rent or lease to other school districts, educational agencies, commercial and noncommercial firms, corporations, partnerships, businesses, and individuals, including during normal school hours if the school is in session.

THRA’s use of the School Site will not (1) interfere with the educational programs or activities of any school or class conducted on the Site, (2) unduly disrupt the residents in the surrounding neighborhood, or (3) jeopardize the safety of the children at the Site.

This Joint Use Agreement contemplates a one (1) year term that can be renewed upon mutual agreement of the parties.

**Recommendation:**

Approve the Joint Use Lease Agreement with Tara Hills Recreation Association to operate a PONY League Baseball program.

**Fiscal Impact:** No fiscal impact or implications associated with the approval of these documents.

DISPOSITION BY BOARD OF EDUCATION

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

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

**RESOLUTION NO. 48-1314**

**RESOLUTION OF THE BOARD OF EDUCATION OF THE  
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT TO ENTER A  
JOINT-USE AND LEASE AGREEMENT WITH TARA HILLS RECREATION ASSOCIATION  
FOR USE OF RECREATIONAL FIELDS  
(NORTH CAMPUS/PUPIL SERVICES CENTER)**

**WHEREAS**, West Contra Costa Unified School District ("District") has space available at the North Campus/Pupil Services Center located at 2300 Dolan Way, San Pablo, California 94806 ("School Site"); and

**WHEREAS**, Tara Hills Recreation Association ("THRA") is a non-profit organization that operates a PONY League Baseball program ("Program") at the School Site, and THRA desires to lease a portion of the School Site from the District for purposes of operating its Program; and

**WHEREAS**, District desires to allow THRA to use a portion of the School Site for THRA's operation of the Program in an effort to provide increased access to recreational and educational opportunities for District students and the community's residents; and

**WHEREAS**, Section 17527 of the Education Code authorizes the governing body of any school district to enter into agreements to make vacant classrooms or other space in operating school buildings available for rent or lease; and

**WHEREAS**, the District, pursuant to section 17529 of the Education Code, has determined that leasing the Property to THRA (1) will not interfere with the educational programs or activities of any school or class conducted by the District, (2) will not unduly disrupt the residents in the surrounding neighborhood, and (3) will not jeopardize the safety of District children;

**NOW, THEREFORE**, the governing board of the West Contra Costa Unified School District hereby finds, determines, declares, orders, and resolves as follows:

**Section 1.** That the above recitals are true and correct.

**Section 2.** The District shall enter into a one (1) year joint-use agreement and lease with the THRA, for THRA's use of School Site to operate the Program.

**Section 3.** The Superintendent or his designee is authorized to take all steps necessary and sign all documents to effect the intent of this resolution.

**IN WITNESS WHEREOF**, this resolution was approved and adopted by the Board of Education of the West Contra Costa Unified School District this eleventh of December, 2013.

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
President, Governing Board  
West Contra Costa Unified School District

ATTEST:

\_\_\_\_\_  
Secretary, Governing Board  
West Contra Costa Unified School District



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

ITEM REQUIRING ATTENTION --- BOARD OF EDUCATION

**To:** Board of Education **Meeting Date:** December 11, 2013  
**From:** Bill Fay **Agenda Item:** CI C.21  
Associate Superintendent Operations  
**Subject:** Resolution No. 49-1314: Joint Use Lease Agreements for Use of Existing Space for After School Child Care Program- YMCA East Bay (Multiple School Sites)

**Background information:**

YMCA East Bay ("YMCA") has been providing after school day care services ("Programs") at the Bayview Elementary, Olinda Elementary, Peres Elementary, Stewart Elementary, Washington Elementary and Wilson Elementary School Sites (collectively "School Sites"). The YMCA's previous lease agreements with the District for use of the School Sites have expired. The Joint Use Agreements re-establish the written terms and conditions between the District and the YMCA for its joint use of the School Sites to provide afterschool child care services to District students.

Education Code section 17527(a) authorizes the District to enter into agreements to make vacant classrooms or other space in operating school buildings available for rent or lease to other school districts, educational agencies, commercial and noncommercial firms, corporations, partnerships, businesses, and individuals, including during normal school hours if the school is in session.

The YMCA's use of the School Sites will not (1) interfere with the educational programs or activities of any school or class conducted on the Site, (2) unduly disrupt the residents in the surrounding neighborhood, or (3) jeopardize the safety of the children at the School Sites;

The Joint Use Agreements for each School Site contain the same terms and conditions and contemplate a five (5) year term that can be renewed upon the District's sole discretion. In consideration of the use of the School Sites, YMCA will pay District from \$100.00 up to \$600.00 per month as Rent, depending on the individual school site and quantity of spaces utilized. YMCA shall also pay all utilities that service the buildings in which YMCA conducts its Programs.

**Recommendation:**

Approve the Joint Use Lease Agreement with YMCA East Bay for use of the School Sites to provide after school child care services.

**Fiscal Impact:** No fiscal impact or implications associated with the approval of these documents.

DISPOSITION BY BOARD OF EDUCATION

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

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

**RESOLUTION NO. 49-1314**

**RESOLUTION OF THE BOARD OF EDUCATION OF THE  
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT TO ENTER A  
JOINT-USE AND LEASE AGREEMENT WITH YMCA EAST BAY  
FOR USE OF EXISTING SPACE FOR CHILD CARE PURPOSES  
(Bayview, Olinda, Peres, Stewart, Washington & Wilson Elementary School Sites)**

**WHEREAS**, West Contra Costa Unified School District (“District”) has space available at the following elementary school sites:

1. Bayview Elementary School site, located at 3001 16<sup>th</sup> Street, San Pablo (Rent - \$200.00 per month);
2. Olinda Elementary School site, located at 5855 Olinda Road, Richmond (Rent - \$100.00 per month);
3. Peres Elementary School site, located at 719 5<sup>th</sup> Street, Richmond (Rent - \$600.00 per month);
4. Stewart Elementary School site, located at 2040 Hoke Drive, Pinole (Rent - \$200.00 per month);
5. Washington Elementary School site, located at 565 Wine Street, Richmond (Rent - \$200.00 per month);
6. Wilson Elementary School site, located at 3001 16<sup>th</sup> Street, San Pablo (Rent \$200.00 per month)

(collectively the “School Sites”); and

**WHEREAS**, YMCA East Bay (“YMCA”) requires space at each School Site to provide after school day care services to District students (“Programs” or “Activities”); and

**WHEREAS**, District desires to allow YMCA to use a portion of the School Sites for YMCA’s operation of the Program and YMCA shall pay District See Above Listing of Sites for Rent Amount per month as Rent; and

**WHEREAS**, Section 17527 of the Education Code authorizes the governing body of any school district to enter into agreements to make vacant classrooms or other space in operating school buildings available for rent or lease; and

**WHEREAS**, the District, pursuant to section 17529 of the Education Code, has determined that leasing the Property to the YMCA (1) will not interfere with the educational programs or activities of any school or class conducted by the District, (2) will not unduly disrupt the residents in the surrounding neighborhood, and (3) will not jeopardize the safety of District children at the School Sites;

**NOW, THEREFORE**, the governing board of the West Contra Costa Unified School District hereby finds, determines, declares, orders, and resolves as follows:

**Section 1.** That the above recitals are true and correct.

**Section 2.** The District shall enter into a five (5) year joint-use agreement and lease with the YMCA, for the YMCA's use of a portion of each School Site to operate its after school day care Program and Activities. YMCA shall pay the District \$ See Above Listing of Sites for Rent Amount per month as Rent.

**Section 3.** The Superintendent or his designee is authorized to take all steps necessary and sign all documents to effect the intent of this resolution.

**IN WITNESS WHEREOF**, this resolution was approved and adopted by the Board of Education of the West Contra Costa Unified School District this eleventh of December, 2013.

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
President, Governing Board  
West Contra Costa Unified School District

ATTEST:

\_\_\_\_\_  
Secretary, Governing Board  
West Contra Costa Unified School District

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

ITEM REQUIRING ATTENTION --- BOARD OF EDUCATION

**To:** Board of Education **Meeting Date:** December 11, 2013  
**From:** Bill Fay **Agenda Item:** CI C.22  
Associate Superintendent for Operations  
**Subject:** Umbrella Joint Use Agreement for Recreational Facilities and Grounds- City of El Cerrito

**Background information:**

Currently, the District has several agreements with the City of El Cerrito ("City") relating to the City's use of the District's recreational facilities and the District's use of the City's recreational facilities. These agreements generally cover specified facilities and have differing terms and conditions governing the use of those facilities agreement by agreement. Moreover, in some instances, no agreement currently exists between the District and the City and each party's use is based on either an ad-hoc or pre-existing historical arrangement. This has made each party's scheduling and access to recreational facilities difficult and cumbersome. In order to develop a consistent, singular process, the District has negotiated the attached form of umbrella joint use agreement with the City for the purposes of inter-agency coordination to meet the continuous youth and community demands for more developmental and recreational opportunities. The District's goal was to negotiate one form of agreement that would increase access to the recreational facilities and grounds for District students and the community while also providing consistent policies, procedures and scheduling for use of the District's recreational facilities and also the District's use of the City's recreational facilities.

The Umbrella Joint Use Agreement contemplates a five (5) year term that can be renewed upon mutual agreement of the parties. The Agreement also contemplates that the parties develop a Master Schedule to jointly coordinate each party's use schedule. Once the Master Schedule has been mutually agreed upon by the parties, each party's scheduled use of the recreational facilities shall receive priority over all other use, except as may be otherwise required by law or mutual written agreement of the parties. The Agreement contemplates that the parties shall each pay the other only for the direct costs associated with a party's use of the other's facilities.

**Recommendation:**

Approve the Umbrella Joint Use Agreements for the City of El Cerrito

**Fiscal Impact:** No fiscal impact or implications associated with the approval of these documents.

DISPOSITION BY BOARD OF EDUCATION

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

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

**UMBRELLA JOINT USE AGREEMENT  
BETWEEN  
WEST CONTRA COSTA UNIFIED DISTRICT  
AND  
THE CITY OF EL CERRITO  
(Community Recreation)**

RECEIVED

OCT 30 2013

Facilities Planning  
& Construction  
WCCUSD

THIS JOINT USE AGREEMENT ("Agreement") is made and entered into this 21st day of October, 2013 ("Effective Date"), by and between WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT, a California public school district ("District") and the CITY OF EL CERRITO, a municipal corporation of the State of California ("City"). The District and City may be referred to herein collectively as the "Parties" or individually as a "Party".

**RECITALS**

- A. WHEREAS, District is the owner of certain real property as set forth in Exhibit "A," located within the District ("School Sites"); and
- B. WHEREAS, the City is the owner of certain real property as set forth in Exhibit "B" located within the City of El Cerrito ("City Sites"); and
- C. WHEREAS, the provisions of Education Code sections 10900 through 10914.5, inclusive, (the "Community Recreation Act") authorize and empowers cities and public school districts to cooperate with one another for the purpose of authorizing, promoting and conducting programs of public services which will contribute to the attainment of general recreational and educational objectives for children and adults of the state, and to enter into agreements with each other for such purposes; and
- D. WHEREAS, the District and City's joint use of the recreational and educational facilities located on the School Sites and City Sites will provide a benefit to the students who attend the schools and to City's residents,

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this agreement, the Parties agree as follows:

**AGREEMENT**

1. **TERM OF AGREEMENT.** The "Term" of this Agreement shall be for five (5) years commencing on Effective Date, and shall remain in effect until October 20, 2018, unless terminated earlier pursuant to the termination provisions set forth in this Agreement.
  - 1.1. Option to Extend. Upon the District's determination of noninterference required by Education Code by the District for an section 17529, the term of the Agreement may be extended an additional five (5) years.
2. **JOINT USE OF RECREATIONAL SITES.**
  - 2.1. **District Recreational Facilities:**
    - 2.1.1. District Use. The District's use of the buildings, grounds, equipment or recreational facilities ("District Recreational Facilities") located on the

School Sites for any purpose shall take precedence and priority over the City's or any other person's or entity's use. "District's Use" includes use of the District Recreational Facilities, without limitation:

- 2.1.1.1. Use during any hours when school is in session, including Summer School;
  - 2.1.1.2. Use during any time that has been scheduled in advance by the various school principals or other school officers for classes, activities, exercises, or functions; and
  - 2.1.1.3. Use during any time when the District has permitted another person or entity to use the District Recreational Facilities for specific event(s) or activity(ies).
- 2.1.2. **City's Use.** The City may use the District Recreational Facilities when such use does not conflict with the District's Use. City's right of use shall be non-exclusive.
- 2.1.2.1. City's use of the District Recreational Facilities shall be pursuant to the District's existing rules and regulations pertaining to the use of the District Recreational Facilities ("District Use Rules"). A copy of the District Use Rules is attached hereto as Exhibit "C".
  - 2.1.2.2. **El Cerrito High School.** City shall coordinate use of the El Cerrito High School (ECHS) tennis courts and play fields during non-District Use time periods with the District's Facilities Office and the ECHS principal. The City may charge fees for this use according to City's Master Fee Schedule. The Parties further intend that City shall maintain the ECHS tennis courts. City shall provide scheduled maintenance and repairs, including cleaning surfaces, net repair and replacement, and repair of damage or vandalism to the level of maintenance provided at similar City tennis facilities. At a minimum this shall include, but not be limited to repair and/or replacement of tennis nets annually and repair, replacement or resurfacing of play courts as needed.
- 2.1.3. **City's Use Fee.** City shall pay a "Use Fee" related to the direct costs to District for City's use of District Recreational Facilities. The direct costs shall include, but not be limited to, costs for District staff required to be present at the District Recreational Facilities during City's use.
- 2.1.4. **Accident/Incident Report.** The City shall submit a written accident/incident reports to the District within twenty-four (24) hours of any accident or incident that occurs on the District Recreational Facilities during City's use. Accident/injury reports shall be submitted to the District's principal at the School Site the Recreational Facilities are located on and to the District Office of Risk Management.

2.1.5. **Closure of District Recreational Facilities.** The Parties recognize that the District Recreational Facilities may need to be closed from time to time in the interest of public safety or for repairs and maintenance. District shall notify the City of any conditions necessitating a closure of the District Recreational Facilities or any portion thereof.

2.2. **City Recreational Facilities:**

2.2.1. **City Use.** The City's use of the buildings, grounds, equipment or recreational facilities ("City Recreational Facilities") located on the City Sites for any purpose shall take precedence and priority over the District's or any other person's or entity's use. "City's Use" includes use of the City Recreational Facilities, without limitation:

2.2.1.1. Use during any time when the City has permitted another person or entity to use the City Recreational Facilities for specific event(s) or activity(ies); and

2.2.1.2. Use during any time that has been scheduled in advance by City Staff for classes, activities, exercises, or functions.

2.2.2. **District's Use.** The District may use the City Recreational Facilities when such use does not conflict with the City's Use. District's right of use shall be non-exclusive.

2.2.2.1. District's use of the City Recreational Facilities shall be pursuant to the City's existing rules and regulations pertaining to the use of the City Recreational Facilities ("City Use Rules"). A copy of the City Use Rules is attached hereto as Exhibit "D".

2.2.3. **Use Fee.** District shall pay a "Use Fee" related to the direct costs to City for District's use of City Recreational Facilities. The direct costs shall include, but not be limited to, costs for City staff required to be present at the City Recreational Facilities during District's use.

2.2.4. **Accident/Incident Report.** The District shall submit a written accident/incident reports to the City within twenty-four (24) hours of any accident or incident that occurs on the City Recreational Facilities during District's use. Accident/injury reports shall be submitted to the City Manager pursuant to the Notice provision set forth in this Agreement.

2.2.5. **Closure of City Recreational Facilities.** The Parties recognize that the City Recreational Facilities may need to be closed from time to time in the interest of public safety or for repairs and maintenance. City shall notify the District of any conditions necessitating a closure of the City Recreational Facilities or any portion thereof.

2.3. **Schedule of Use.** District Recreational Facilities and City Recreational Facilities shall be scheduled on a "first come, first served" basis. City shall be responsible for scheduling all City-users requesting to use District Recreational Facilities. Once the Parties agree to a "Master Joint Use

Schedule", each Party's scheduled use of the Recreational Facilities shall receive priority over all other use, except as may be otherwise required by law or mutual written agreement of the Parties. The Master Joint Use Schedule shall schedule each Party's use of the other Party's Recreational Facilities for a period of time not to exceed six (6) months.

2.3.1. In the event a Party requires the use of the other Party's Recreational Facilities at a time that has not been mutually agreed to by the Parties, and that does not appear on the Master Joint Use Schedule, that Party shall comply with the other Party's Application for Use of Facilities and all applicable requirements thereto.

3. **MAINTENANCE.**

3.1. **City Maintenance.** City agrees to provide, as its own cost and expense, any and all maintenance for the City Recreational Facilities. Maintenance to be provided by City shall be staffed by City's equipment and ball fields personnel, be consistent with the normal maintenance levels as applied to other comparable City open space and park areas and shall insure safe and healthful use. Maintenance to be provided by City shall also include payment by City, as its own cost and expense, any and all utility costs, including without limitation, electricity, water, and refuse removal costs.

3.2. **District Maintenance.** District agrees to provide, as its own cost and expense, any and all maintenance for the District Recreational Facilities. Maintenance to be provided by District shall be consistent with the normal maintenance levels as applied to other comparable District schools and shall insure safe and healthful use. Maintenance to be provided by District shall also include payment by District, as its own cost and expense, any and all utility costs, including without limitation, electricity, water, and refuse removal costs.

4. **REPAIRS.** The Parties agree that each Party shall be responsible for any damage, injuries, or harm caused by use of the other Party's Recreational Facilities. The Party using the other Party's Recreational Facilities shall repair, or cause to be repaired, or will reimburse the Party that owns the Recreational Facilities for the cost of repairing damage done to the Recreational Facilities of the other Party, other than ordinary wear and tear items.

4.1. Any dispute regarding the responsibility for damages shall be resolved pursuant to the dispute resolution procedures indicated herein.

5. **INDEMNIFICATION.**

5.1. **Indemnification of District.** To the furthest extent permitted by California law, City shall protect, defend, indemnify and hold harmless District, and its officers, agents, representatives, consultants, employees, trustees and volunteers ("District's Indemnified Parties") from any and all demands, liabilities, losses, damages, injury, claims, suits, and actions ("Claims against the City") of any kind, nature or description, including, but not limited to, personal injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connecting with or



resulting from its use of District's Recreational Facilities, except to the extent that damage is caused by the negligence or willful misconduct of the District's Indemnified Parties. The District shall have the right to accept or reject any legal representation that City proposes to defend the District's Indemnified Parties.

5.2. **Indemnification of City.** To the furthest extent permitted by California law, District shall protect, defend, indemnify and hold harmless City, and its officers, agents, representatives, consultants, employees, trustees and volunteers ("City's Indemnified Parties") from any and all demands, liabilities, losses, damages, injury, claims, suits and actions ("Claims against the District") of any kind, nature or description, including, but not limited to, personal injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connecting with or resulting from its use of City's Recreational Facilities, except to the extent that damage is caused by the negligence or willful misconduct of the City's Indemnified Parties. The City shall have the right to accept or reject any legal representation that District proposes to defend the City's Indemnified Parties.

6. **INSURANCE.** Each Party shall, during the Term, maintain in force the policies set forth in Exhibit "E". All policies, endorsements, certificates shall be subject to approval by the other Party's Risk Manager as to form and content. The insurance requirements are subject to amendment or waiver if so approved in writing by both Parties. Each Party agrees to provide the other Party with a copy of said policies, certificates and/or endorsements upon execution of this Agreement.

7. **TERMINATION.**

7.1. City or District may terminate this Agreement at any time by written notice of election to terminate delivered to the other Party at least sixty (60) days in advance of the effective termination date elected.

8. **NOTICES.** All notices required or permitted to be given under this agreement shall be in writing and personally delivered or sent by certified mail, postage prepaid and return receipt requested, addressed as follows:

**CITY**

City of El Cerrito  
Recreation Department  
7007 Moeser Lane  
El Cerrito, CA 94530  
Attn: Recreation Director

**DISTRICT**

West Contra Costa Unified School District  
1108 Bissell Avenue  
Richmond, CA 94801  
Attn: Director of Facilities & Construction

Notice shall be deemed effective on the date personally delivered or, if mailed, three days after deposit in the mail. Notice transmitted by facsimile shall be deemed effective on the following business day. Notice provided by overnight delivery shall be deemed effective the next business day after delivery by the overnight delivery service. The Parties may change their respective addresses for purposes of delivering notices by sending notice of such change pursuant to this paragraph.

9. **ASSIGNMENT.** Neither Party shall assign its rights, duties or privileges under this Agreement, nor shall either Party attempt to confer any of its rights, duties or

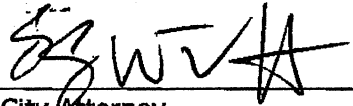
privileges under this Agreement on any third Party, without the written consent of the other Party.

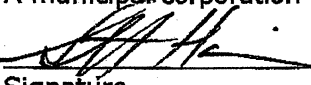
10. **NON-DISCRIMINATION.** Neither Party shall employ any discriminatory practices in its performance hereunder, including its employment practices, on the basis of sex, race, color, religion, national origin, ancestry, age, sexual orientation, or physical or mental disability.
11. **INDEPENDENT CONTRACTOR STATUS.** This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.
12. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties. The Parties may enter into other site-specific joint use agreement in the future. The more specific joint use agreement shall control over the terms of this Agreement.
13. **VERIFICATION OF QUALIFICATIONS.** Each Party shall be responsible for verifying the qualifications, credentials, certificates, and licenses of its staff, agents, consultants and/or subcontractors who may provide services in conjunction with each Party's duties or obligations pursuant to this Agreement or the use of the Recreational Facilities.
14. **FINGERPRINTING AND CRIMINAL BACKGROUND INVESTIGATIONS.** Each Party shall ensure compliance with the fingerprinting requirements of Education Code section 10911.5 for all employees, staff, and/or contractors who could have direct contact with minors, regardless of whether such individuals are paid or unpaid.
15. **DISPUTE RESOLUTION.** If a dispute arises that is related, in any way, to this, the Parties agree to attempt first to resolve the dispute through negotiations. If negotiations are unsuccessful, the Parties agree to mediate the dispute prior to initiating legal action.
16. **CALIFORNIA LAW.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.
17. **PROHIBITED ACTIVITIES.** Use of tobacco products, intoxicants, or narcotics is prohibited in or about the Party's Recreational Facilities. Profane language, quarrelling, fighting, and/or gambling is also prohibited.
18. **WAIVER.** The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
19. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

20. **AMENDMENTS.** Amendments to the terms and conditions of this Agreement shall be requested in writing by the Party desiring the revision, and any amendment to the Agreement shall only be effective upon the mutual agreement in writing of both Parties hereto.
21. **COUNTERPARTS.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
22. **CAPTIONS.** The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intentions of the Parties hereto.
23. **SEVERABILITY.** Should any provision of this Agreement be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.
24. **INCORPORATION OF RECITALS AND EXHIBITS.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
25. **APPROVAL.** The Parties agree that this Agreement shall not be binding on the Parties until the Agreement is approved by the District's Board of Education and the City Council.

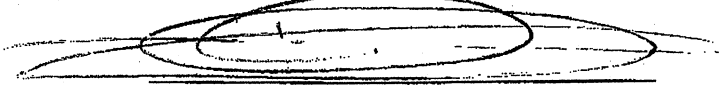
IN WITNESS WHEREOF, this Agreement has been duly approved by Parties on the day and year hereinabove written.

APPROVED AS TO FORM:

  
 \_\_\_\_\_  
 City Attorney

**CITY OF EL CERRITO**  
 A municipal corporation  
  
 \_\_\_\_\_  
 Signature  
 Scott Harin  
 \_\_\_\_\_  
 Print Name

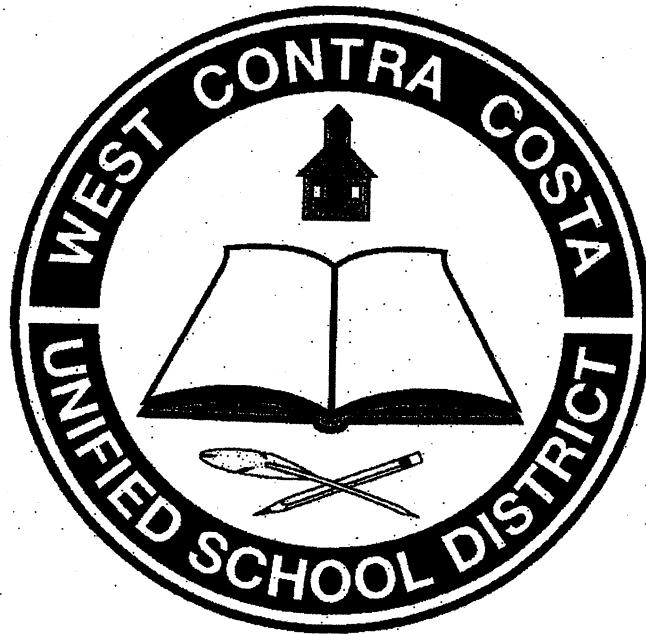
**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT**  
 A California public school district

  
 \_\_\_\_\_  
 Signature  
 William Fay  
 \_\_\_\_\_  
 Print Name  
 Associate Superintendent

**EXHIBIT "C"**

**DISTRICT USE RULES**

# **West Contra Costa Unified School District**



## **Facilities Use Policies and Procedures**

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- Appendix C Hold Harmless Agreement
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## **INTRODUCTION**

**Welcome to West Contra Costa Unified School Districts Schools!**

**West Contra Costa Unified School District is a public entity whose mission is to provide the best education possible to the children of our community located in the West Contra Costa Unified School District. Our classrooms and support facilities offer the best opportunity for educational success. Our community provides many activities outside of school hours for our youth, which require rooms and playing fields. After school and on weekends the facilities are available for user groups with prior written approval, proof of insurance and subject to fees. This manual is designed to lead user groups through the application process as well as clarify the District's expectations of groups who are permitted to use our facilities.**

## **FACILITY USE REGULATIONS AND PROCEDURES**

### **I. WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT GUIDELINES (WCCUSD Board Policy 1330)**

- A. The Superintendent has delegated authority to the Assistant Superintendent of Business Services, or designee, to approve applications for the use of facilities. Application must be submitted and approved at the District's Facilities Use Office.
- B. If any group activity results in the destruction of school property, the group may be charged for an amount necessary to repay the damages, and further use of facilities may be denied.

### **II. CODE OF CONDUCT FOR ALL FACILITY USERS**

- A. When a facility use activity will not begin immediately after classes are dismissed for the day, children must not be left unsupervised waiting for the activity/class to begin. Staff is not available to supervise children after the close of the school day.
- B. We have high expectations for the conduct of users of all District facilities. This includes students, coaches, parents, guests, by-standers and anyone else in attendance at a facility use event. If these expectations are not met the individuals, including the group associated with the individual's poor conduct may have their facility use permit revoked. It is incumbent upon each group to supervise themselves and not allow inappropriate behavior. The following are examples of behavior that will not be tolerated by the District:
  - 1. Poor sportsmanship
  - 2. Profanity
  - 3. Fighting (verbal or physical)
  - 4. Abuse (verbal or physical)
  - 5. Inappropriate behavior toward children, referees, and coaches
  - 6. Harassment or sexual misconduct
  - 7. Gambling
  - 8. Tobacco, alcohol, drugs and firearms are strictly prohibited on all school district property including parking lots fields and buildings and on the sidewalks and boulevards surrounding the District property.
  - 9. Trespassing onto neighbors properties
  - 10. Any inappropriate activity should be reported to the appropriate District representative as soon as possible. The matter will be investigated and determined whether the permit should be revoked.



### **III. USER GROUP CLASSIFICATIONS**

The priorities and fee structure for renting facilities will be determined by the District for any *Use of Facilities* requests other than school district instructional and related activities based on the following classifications. Additional fees beyond rental fees may be required for all users.

**A. No Cost:** School activities generated by School District personnel or volunteers for purposes directly related to the education and enrichment of School District students, as directed or approved by District administration, and/or for the purpose of employee gatherings related to the operation of the District. Users in this classification include:

- School employees in the performance of their duties
- PTA or other school-associated parent/teacher/student associations
- Student Body clubs

Groups in this category may also be subject to direct cost if their use requires additional District personnel or work hours to be assigned (e.g., weekend, holidays, or other days when the facility may otherwise be closed).

**B. Direct Cost:** Direct cost rent is defined as an estimate of those costs of supplies, utilities, custodial services, building maintenance, services of any other District employees, and salaries paid to District employees as a result of the organization's use of the school facilities and grounds of the District. Users in this classification include:

- Civic and service groups (e.g., Rotary, Chamber of Commerce, League of Women Voters) whose purpose, through the use of school facilities, is to improve the general welfare of the community, and whose net receipts are expended for welfare of the youth or other charitable purposes (e.g., foundations, scout troops, booster clubs, supervised recreational activities, religious organizations or churches, local governmental agencies, city and/or county services).
- Conduct of religious services for temporary periods, on a one-time or renewable basis, by any church or religious organization which has no suitable meeting place for the conduct of services while meeting.

**C. Fair Market Rent:** Fair market rent represents a rate for commercial activity, regardless of where profit is generated within the organization.

- Rentals where admission or participation fees are charged, or contributions are solicited and the net receipts are not expended for the welfare of the pupils of the District or for charitable purposes.
- This fee structure may apply even to "nonprofit" organizations where organizers, activity supervisors, coaches, etc., draw salary from the activity or organization, and participation fees are received from students or adults.

**D. Use of Fees:** The first use of rental fees is to provide for the direct costs associated with making facilities available to community users. Outdoor facility rental fees are used to

supplement the maintenance and operations budget of the District. Indoor facility rental fees are used at the discretion of the District.

#### **IV. APPLICATION PROCEDURES**

- A. **Application.** The user shall obtain an *Application for Use of School Facilities* from the District Facilities Use Office or at [www.wccusd.net](http://www.wccusd.net). The completed application shall be submitted to the site confirming the space availability. The application process should start at least 4 weeks prior to date. Ten days prior to use, the Facility Use Office, must have the required insurance certificate, Additionally Insured Endorsement and payment for the use before the permit can be released. It is the responsibility of the applicant to make sure all requirements are met.
- B. Only applications originating with established and responsible organizations shall be considered.
- C. The site forwards the application to the facilities use coordinator located at 1108 Bissell Ave, Room 130, Richmond, 94801. The facilities use office will review the application and notify the applicant for any missing information. An incomplete application will be returned to the applicant.
- D. Once the Facilities use office approves the application a permit is issued and copies of the permit are distributed to the applicant and the school site.
- E. **Site Request.** Site availability will be determined by the District's Facility Use Coordinator. For specific site availability please contact the Facilities Use Office at (510) 231-1113.
- F. **Permit Fee.** A permit fee shall be paid ten (10) days prior to event.
1. School-related groups (No Cost users) – No processing fee required
  2. Civic and service groups (Direct Cost users) - \$22.00
  3. Commercial, for profit groups (Fair Market users) - \$22.00
- G. **Site Approval.** The site administrator's approval is required for the rental of the facility. The site will confirm the space availability.
- H. **Confirmation.** Facility Use Coordinator will send the user a confirmation of the facility use reservation as well as the actual costs. All fees need to be paid and insurance certificate and endorsement needs to be on file prior to permit being released.
- I. **Certificate of Insurance Requirements.** Applicant agrees to procure and maintain required insurance limits during the life of their approved facility permit. The West Contra Costa Unified School District shall be named as certificate holder. An

endorsement page naming West Contra Costa Unified School District as an additional insured must accompany the certificate of insurance. The certificate of insurance and the endorsement page must be received at least ten (10) calendar days prior to the use of the district facility. Failure to provide both documents will result in the cancelation of the facility permit. The proper required limits are listed below:

<b>Liability</b>	<b>\$1,000,000</b>
<b>General Aggregate</b>	<b>\$2,000,000</b>
<b>Personal Injury</b>	<b>\$1,000,000</b>
<b>Fire Damage</b>	<b>\$100,000</b>
<b>Medical Expenses</b>	<b>\$5,000</b>

**J. Hold Harmless.** In making an application for use of facilities, all users agree to defend, indemnify and hold harmless the district, its officers, employees and agents from any and all injuries, losses or damages, including damage to district property, which may result or arise in any way out of their use of the facilities, negligence of the user group, its officers, employees or agents. All groups or organizations using District facilities will be required to complete a "Hold Harmless" agreement. (See Appendix C)

**K. Advance Payment.** Advance payment in full is required at least ten (10) calendar days prior to the event; **if not received, the event will be cancelled.**

**L. Changes or Cancellations.** The renter may make changes to or cancel a request up to ten (10) calendar days prior to the event. All changes or cancellations must be submitted in writing (hard copy, email, or fax) to the Facility Use Coordinator at the District Office.

**M. Revocations.** The District may revoke permits without prior notice in extreme circumstances when the need of the property for public school purposes has subsequently developed. Advanced notice, as much as possible, will be given to the user.

**N. Refunds.** Refunds will be provided up to ten (10) calendar days prior to the event; cancellations after the ten-day period will NOT be refunded.

**O. Permit Transfers.** No permit shall be transferred or assigned to any person or group.

## **V. GENERAL PROCEDURES AND POLICY**

**A. Authority:** The district Facilities Scheduling Office has the sole authority to grant use of the school facilities at each school. If a conflict scheduling should arise, the Facilities Scheduling Office shall have the authority to reschedule or cancel a community group for any reason the office deems necessary.

**B. Priority:** The schools will have first priority for use of school facilities. Public agencies within the district will have second priority followed by non-profit organizations providing community recreation programs.

- C. **Permits:** All users including school related groups must file a facilities use permit. Permits for advance schedules use, during the school year (July 1<sup>st</sup> to June 30) applicants must reapply for new permits annually to continue using facility.
- D. **Special Arrangements.** A *Use of Facilities* permit does not authorize the use of certain District, school, or student body equipment. Arrangements for supervision and operation of any equipment shall be made by the applicant with the Facilities Use Coordinator. Applicant will be liable for any damage or loss of equipment during facilities usage.
- E. **Structures.** No structures (including tents), whether permanent or temporary, may be erected or assembled on school premises, nor may any extraordinary electrical, mechanical, or other equipment be brought thereon unless special approval has been obtained from the administrator or Maintenance and Operations Department.
- F. **Fireproofing.** The district may request the fire department to verify certification of fireproofing at the renter's expense
- G. **Automated External Defibrillator (AED).** Some District facilities are equipped with AEDs. Any use of District AEDs requires the appropriate certification as prescribed by current California Law.
- H. **Vehicles/Parking.** No modifications to site parking provisions will be allowed, except District-approved signage. **All vehicles will be operated on paved driveways and parking lots only; parking on paved play areas, fields, or in marked fire lanes is prohibited.**
- I. **Indoor Facilities.** For all facilities that are lockable and connected to an alarm system (e.g., library, gymnasium, secured outdoor athletic facilities), there must be a custodian or District representative on site for all events. The District's site employee shall unlock and check-in the user at the beginning of the event, clean, check-out the user and lock the facility at the end of the event. In the event the activity requires additional personnel for support, only District employees shall be utilized. The rate of pay will follow the fee schedule. Payment directly to District employees is prohibited.
- J. **Classrooms.** Classrooms are the professional workspace of WCCUSD certificated teaching staff. They are available for student enrichment purposes with the express approval of the school site principal. All individuals working with or teaching students on the campus must complete the following prior to any student contact:
  1. Mandated District fingerprinting
  2. Required proof of insurance
  3. Payment of applicable fees

- K. District Restroom Facilities.** Arrangements for restroom use must be made at the time of application. A custodian or District representative must be present during the entire event. Additional fees may apply.
- L. Smoking/Tobacco Products.** Smoking or tobacco products are not permitted on District property.
- M. Alcohol.** No alcoholic beverages are allowed on district property.
- N. Prohibited Activities.** Activities or affairs which require heavy maintenance or crowd control, such as swap meeting, wedding, parties, dog show, rock bands, family reunions, buffet lunches and dinner, etc. are prohibited.
- O. Revocation of Permit.** Any violations of law, District policy and/or procedure will result in the immediate revocation of the *Use of Facilities* permit and removal of the group from District property.
- P. Violations.** Applications will be denied if past use by an organization has resulted in violation of Board Policy, inconvenience for school use, damages to property, consistent lack of supervision, adverse behavior or non-payment of fees.
- Q. Security.** Key control and security code control are mandatory. Under no circumstances is a non-District individual or student authorized to be in possession of keys to District facilities or have knowledge of security codes unless authorized in writing by the Superintendent. District master keys must be secured to the greatest extent possible and never loaned to students or non-employees.
- R. Candles/Open Flames.** The use of open flames such as bonfires, candles, incense, fireworks or any incendiary device is forbidden. Decorations must be flameproof and shall be erected and taken down in a manner not destructive to school property.
- Special Note:** Indoor and Outdoor food preparation, including barbecues, is not allowed unless the appropriate health permits are obtained from the Contra Costa County Environmental Health Division and the appropriate approvals pertaining to Community/Cafeteria Kitchen Access are obtained from the WCCUSD Facilities Use Office.
- P. Fundraisers.** All fundraisers must be approved by the Board of Education pursuant to section Cal. Ed. Code §51521. For specific details regarding fundraising activities refer to WCCUSD Administrative Regulation 1321.
- Q. Catering.** Kitchen facilities at secondary schools are not available for use by community groups and food cannot be prepared at the schools unless one or more district food service personnel are employed to supervise. At rental fee will be charged in addition to

the facility use fee. In such cases, an additional \$250 refundable property damage deposit is required to cover possible damage or theft.

- R. Gymnasiums:** Gymnasiums may not be used for dances. The serving of refreshment is prohibited in the gym.
- S. Due Dates for Fees:** All monies for facility use, rental, custodial fees, etc., must be in the Facilities Scheduling Office at least 10 days before the scheduled time for use.
- T. Signs and Fliers.** No signs are to be posted except as approved by the site administrator and District's Facilities Use Coordinator. The user may post approved temporary signs or banners during the hours of use. Advertising or sponsor signs will not be allowed. All fliers must be approved and stamped by a WCCUSD Executive Director prior to printing and distributing.
- U. Gambling.** Facilities may not be used for any gaming or gambling purposes (e.g., raffles, bingo).
1. School entities, including student clubs, are not authorized to participate in raffles because unlike the local PTA, they are not a nonprofit organization exempt from state tax and defined in the Franchise Tax Code.
  2. In order for a group to be able to hold a raffle they need to be a tax-exempt nonprofit organization with an approved tax identification number pursuant to California Revenue and Taxation Code §23701(d). The organization must have been approved to do business in California for at least one year and must register with the Attorney General's Registry of Charitable Trusts.
  3. Drawings may be considered raffles, and should not be held by school group who do not meet the requirements of a tax-exempt nonprofit organization.
- V. Animals.** Animals are permitted on school grounds for instructional purpose and when operating in the capacity as a "service animal". Special circumstances may also be considered regarding the allowance of animals on school grounds. Please contact the District Facility Use Coordinator for additional information.
- W. Post-Event Adjustments.** Adjustments will be made for additional costs incurred or refunds for actual custodial costs based on the form *Verification of Charges for Community Use of School Facilities*. In addition, applicant will be billed for any damage or vandalism caused by their use of the school facilities.
- X. Damage to Facilities:** Any damage caused by applicant during the use of District Facilities will be the responsibility of the applicant for full payment of all repairs to the damaged facility. An invoice for damages will be sent to applicant for payment. Failure to comply will result in permanent loss of use by applicant at any District Facility for the future.

## **VI. FIELD AND ATHLETIC FACILITY USE**

- A. Field Availability. Fields will not be available for games or practices on the following occasions:
1. During school hours
  2. Holidays
  3. If schools are under construction or repair, fields may not be available due to safety issues. This decision will be at the sole discretion of District administration.
  4. All closed facilities

### **A. Field Use - Rainy Days**

There will be no play on a field if conditions of the sod are such that a footprint leaves an impression in the turf or if the sod is removed easily with a cleat. This is considered a wet field.

### **B. Improvements and Upkeep on Fields by Facility Users**

1. A user group may use District soccer goals and any athletic equipment with site approval. Any additional goals and athletic equipment will be portable and provided by the group. The equipment will be marked legibly and the group will provide documentation to determine ownership and will need the principal's prior approval. A principal may deny the request. During the season when goals are not in use they must be chained to a fence. During the off-season the portable goals must be removed from the field
2. Many facility users work to improve the sites they use. We want to continue to encourage that partnership. Prior to beginning any improvement a written plan must be submitted to the Facility Use Office for consideration. The written plan will be evaluated by the District's M&O Department. The written plan will be sent back to the user indicating approval or not.

- C. Restroom Facilities/Portable Toilets. Users of outdoor facilities shall have the option of using District restroom facilities or making separate arrangements for renting portable toilets from an outside vendor. If choosing to use District restroom facilities, a District representative must be present during the entire event and the appropriate fees for this service must be paid prior to the event. If the renter chooses to rent portable toilets, the renter assumes full responsibility. The renter must provide a copy of the rental agreement to the District Office at least one working day prior to the event. The rental agreement must specify the cleaning schedule and date of removal of the portable toilets. The renter must secure the portable toilets to the greatest extent possible.

- D. Locker Room.** Use of locker rooms require custodian to be present. Locker room use must be approved by site principal. Additional fees may apply.
- E. Press Box, Public Address, and Score Board** The use of the Press Box, Public, Address System, and scoreboard will not be available unless approved by the site principal. A district employee may be required to open the press box and operate the system.
- F. Snack Bars and Concessions.** A district employee will be required to open and close and additional charges will apply.
- G. Trash Removal.** All field user groups are responsible for picking up any litter left on the fields and removing the trash bags from the site. Additional fees may be assessed if the District requires staffing above and beyond the original Facilities Use agreement.
- H. Gymnasium Use.**
1. No food or drink is allowed.
  2. Only soft sole shoes may be worn; no high heels.
  3. No locker room, stage or music room use allowed unless approved by a permit.
  4. No scoreboard use is allowed unless approved by the school administrator.
  5. The bleachers will be either opened or closed. Specify preference on the application or it will be assumed that they will be opened.

## **VII. THEATRE USE**

### **A. General Theatre Procedures**

Additional site specific procedures may apply. Please refer to the Facility Use Manual Appendices for site specific policies.

1. The School District (at their discretion) may require additional security at the applicant's cost depending on the type and scope of the event.
2. Approved events, presentations, rehearsals, and/or production arrangements are binding and may only be modified at the District's discretion.
3. Applications need to be submitted 8 weeks in advance, applications are considered on a first come first served basis. Priority is always given to the District's users first for theater rentals. Renters may then be scheduled around the District's events, productions, or presentations.



4. All users must provide a description of their presentation/production during a prior arranged consultation with the Technical Theater Manager.
5. All presentation/production content must be in compliance with Cal. Ed. Code §38131(b) and the Usage Policy of the consulted theater space.
6. All fees must to be paid 10 days prior to the event to avoid being canceled.
7. The technical theater manager or site administrator a WCCUSD employee are required to be present for all theater events, productions, or performances
8. No food or drinks are allowed in the theater, classrooms, or adjoining facility spaces at any time. In some cases, written permission must be given for food/drink to be allowed in green room areas if applicable.
9. All theater equipment, curtains, scenery, props, and costumes must be fire retardant. The district may request the fire department to verify certification of fireproofing at the renter's expense. Fire codes will be strictly enforced at all times. During the consultation, this must be arranged ahead of time.
10. All theaters, adjoining rooms, and classrooms adhere to a strict "as is where is" policy. Any group using an auditorium or stage shall not disturb, move or change any existing equipment except with the permission of the site administrator and under the supervision of the site employee who is in charge of the facility. A walkthrough shall be documented before and after a permit with the technical theater manager to ensure these policies are followed.
11. All theater hallways and exits should remain free of equipment and debris at all times to ensure safety of renters, audiences, and WCCUSD staff.
12. The group or renter may cancel its facility use permit by written notice delivered to the Theater Manager or WCCUSD at least thirty (30) days prior to the start of the permit without further financial obligation to the District facility. The consultation fee is **not** refundable. If said application is canceled less than thirty (30) days prior to the permit start date, the renter/group must pay the full amounts owed.

## **VIII. CAFETERIA AND COMMUNITY KITCHENS**

Use of school kitchens may be granted to eligible groups when such use will not interfere with the regular school food services program. When the kitchen area is used, a food services employee must be assigned to ensure sanitation, safety, and proper operation of equipment. This employee will act in a supervisory capacity only. The organization using the facility is responsible for preparation and cleanup. The rate of pay will follow the fee schedule. Payment directly to the District employee is prohibited.

**Cafeteria Kitchen** rental includes food presentational areas and the use of cafeteria dining areas with limited use of kitchen facilities such as sinks and power outlets. The following equipment is excluded from Cafeteria Kitchen use: ovens, stovetops, refrigeration units, ice machine and all other food preparation equipment.

**Community Kitchen** rental includes access and use of cafeteria dining area and food preparation areas including food preparation equipment (with appropriate District supervision). Community Kitchen use requires the appropriate health permits from the Contra Costa County Environmental Health Division and the appropriate approvals from the WCCUSD Facilities Use Office District at the time of application.

**A. Cafeteria Kitchen Use**

1. Cafeteria Kitchens are not available during the school day
2. Authorization to use the Cafeteria Kitchen area does not authorize the adjacent or nearby Community Kitchen and the equipment including the refrigerator space and oven use.
3. A custodian is required to unlock the Cafeteria Kitchen, inspect that the facility was left clean, and will remove trash and lockup the Cafeteria Kitchen.
4. The custodian will report to the school and to Facility Use if a group does not leave the Cafeteria Kitchen Clean
5. No food, utensils, paper product, pots and/or small appliances may be stored in the Cafeteria Kitchen
6. Groups who do not follow the policy may not be allowed any future Cafeteria Kitchen Use
7. Kitchen facility may only be used for heating water and coffee.

**B. Community Kitchen**

1. Use Food preparation at the schools will require supervision by district food service personnel.
2. A rental fee will be charged in addition to the facility use fee.
3. In such cases \$250 refundable property damage deposit is required to cover possible damage or theft.
4. Community Kitchen use requires the appropriate health permits from the Contra Costa County Environmental Health Division.

**IX. BARBEQUE POLICY AND GUIDELINES**

**A. Barbeque Safety**

1. BBQ grill must be no less than 36" from the ground.
2. BBQ's must be placed at least 50 ft from all school buildings.

3. No Barbeques are permitted on the All Weather Fields and Tracks.
4. Students should never be allowed near the BBQ coals and should be supervised at all times by adults.
5. BBQ coals should be thoroughly extinguished with sand or water, and coals should be disposed in a metal trash container. Do not mix extinguished coals with paper or other combustible trash.
6. Students should not be asked to extinguish or dispose of BBQ coals at any time.

**B. Post-Barbeque Procedures**

1. Portable BBQ pits must be removed from district property after the BBQ
2. Substances used to ignite coals must be removed from the district property after the BBQ.
3. Any incidents or property damage as the result of a BBQ must be reported to the district's Risk Management Liability Office. If you have, any questions please call (510) 231-1134.
4. Please inform all district staff, volunteers, and public regarding the above-mentioned requirements for BBQ's on district property.

**X. LONG TERM RELATIONSHIPS**

In order to better define the relationship between the District and long-term community user groups, the District may formalize the relationship between these groups and the District through a series of Memoranda of Understanding (MOU) or licensing agreements.



## APPENDIX A

### State Guidelines

California law encourages the Governing Board of a school district to make available the school buildings or grounds for public, literary, scientific, recreational, or educational meetings, or for the discussion of matters of general or public interest. The general rules and guidelines are defined in the California Education Code under Section 38130 - 38138 all inclusive, and are cited as the "Civic Center Act."

West Contra Costa Unified School District is a public entity whose mission is to provide the best education possible to the children of our community located in the West Contra Costa Unified School District.

It is required of each user to read this manual and understand the District's expectations for facility use. User groups must have a current, approved application in order to use the District fields or facilities. If you are the representative of a user group, it is your responsibility to inform your participants of the contents of this manual. The District expects everyone to abide by the rules and regulations contained in this manual.

It is the intent of this Policy Manual to provide potential users of West Contra Costa Unified School District facilities information regarding the application process, fee structures, insurance requirements, and other factors governing use of school facilities under the Civic Center Act.

#### Civic Center Act (Education Code Section 38130-38138)

- A. The governing board of any school district may grant the use of school facilities or grounds as a civic center upon the terms and conditions the board deems proper, subject to the limitations, requirements, and restrictions set forth in this article, for any of the following purposes:
1. Public, literary, scientific, recreational, educational or public agency meetings.
  2. Discussion of matters of general or public interest.
  3. Conduct of religious services for temporary periods, on a one-time or renewal basis, by any church or religious organization that has no suitable meeting place for the conduct of services, provided the governing board charges the church or religious organization using the facilities or grounds a fee as specified in Cal. Ed. Code §38134 (d).
  4. Child care or day care programs to provide supervision and activities for children of preschool and elementary school age.
  5. The administration of examinations for the selection of personnel or the instruction of precinct board members by public agencies.
  6. Supervised recreational activities including, but not limited to, sports league activities for youths that are arranged for and supervised by entities, including religious organizations or churches, and in which youths may participate regardless of religious belief or denomination.
  7. Other purposes deemed appropriate by the governing board.

8. A community youth center.

B. State laws prohibit the use of school facilities for subversive, immoral, offensive, or harmful purposes. State laws also limit the use of school facilities for denominational or sectarian activities. The use of school facilities shall not be granted to persons, forums, corporations, groups, clubs, or associations which:

1. May, by such use, be reasonably expected to expose the property of the district to damage through riot, mob action, or violence of any kind.
2. Use the property in a manner which will be adverse to the best interest of the school district.
3. Use the facilities for a purpose not consistent with the Civic Center Act and/or adopted board policies.



## APPENDIX B

### Statement of Information

Pursuant to Cal. Ed. Code §38136 which states, No governing board of a school district shall grant the use of any school property to any person or organization for any use in violation of §38135. For the purpose of determining whether or not any individual, society, group, or organization applying for the use of the school property intends to violate §38135, the governing board shall require the making and delivery to the governing board, by the applicant of a written statement of information in the following form:

#### STATEMENT OF INFORMATION

The undersigned states that, to the best of his or her knowledge, the school property for use of which application is hereby made will not be used for the commission of any act intended to further any program or movement the purpose of which is to accomplish the overthrow of the government of the United States by force, violence or other unlawful means;

That \_\_\_\_\_, the organization on whose behalf he or she is making application for use of school property, does not, to the best of his or her knowledge, advocate the overthrow of the government of the United States or of the State of California by force, violence, or other unlawful means, and that, to the best of his or her knowledge, it is not a Communist action organization or Communist front organization required by law to be registered with the Attorney General of the United States. This statement is made under the penalties of perjury.

As the undersigned, I have read the above STATEMENT OF INFORMATION and understand, as the individual and/or a duly authorized representative of my organization, that failure to comply with any of the above items will be grounds for the revocation of the Use of Facility permit. I understand further that as the individual and/or duly authorized representative of my organization that I/we are responsible for the implementation of the above requirements included in this Statement of Information.

Organization \_\_\_\_\_

Name (Print) \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

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**West Contra Costa Unified School District – Verification and Action**

\_\_\_\_\_ Compliance of Statement of Expectations

\_\_\_\_\_ Non-compliance of Statement  
of Expectations

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



## APPENDIX C

### Hold Harmless Agreement

The following Hold Harmless Agreement shall be completed prior to use of facilities:

To: WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

In connection with the granted use of your facilities and premises

at \_\_\_\_\_ for \_\_\_\_\_  
\_\_\_\_\_

We, \_\_\_\_\_ hereinafter referred to as the Permittee, do agree to defend, indemnify and hold harmless the West Contra Costa Unified School District, hereinafter referred to as the District, its officers, agents and employees, individually and collectively, from and against all costs, losses, claims, demands, suits, actions, payments and judgments, including legal and attorney fees, arising from personal or bodily injuries, including death, or property damage or otherwise, however caused, sustained by any persons(s), firm(s), corporation(s), including the district, brought or recovered against any of the above that may arise for any reason from or during or be alleged to be caused by the undersigned's use/occupancy of District's facilities, including school or District parking lots and walkways, furniture or equipment or other use as requested by the Permittee, or from any occurrence in or on the demised premises, and will further indemnify and hold the District harmless against and from any and all claims arising from any breach or default on the part of the Permittee in the performance of any covenant or agreement on the part of the Permittee to be performed pursuant to the terms of this use, or arising from any act or negligence of the Permittee, or any of its agents, contractors, servants, employees, licensees, customers, or invitees. In the case any action or proceeding is brought against the District by reason of any such claim, the Permittee, upon notice from the District, covenants to resist or defend at Permittee expense such action or proceeding by counsel reasonably satisfactory to the District. The term "facilities" as used in this agreement shall include any adjacent school or District parking lots, walkways or thoroughfares used by guests, patrons, invitees, employees, or agents of the Permittee.



The Permittee further agrees to retain responsibility for any loss, theft or damage to Permittee's equipment, supplies or materials or equipment, supplies or materials of others brought onto or stored on District's premises in connection with Permittee's use of District's facilities and premises.

The Permittee further agrees and promises that he will not use nor permit any other person, firm or corporation to use pictures or films of the premises and/or facilities of the West Contra Costa Unified School District in any movie film, film production or commercial venture the subject matter of which does or might bring discredit to the District, including any film production which contains immoral, obnoxious, obscene or injurious material, or is subversive in any way.

The Permittee further agrees to surrender the premises and facilities to the district at termination of the use period hereinbefore specified in the same condition as at the commencement of the period. All equipment, supplies and materials of any kind, used by the Permittee, shall be removed from the premises at termination of the use period.

The Permittee shall be responsible for any damage to District property, arising from Permittee's use, and shall promptly reimburse the District for repair or replacement as billed. The undersigned further agrees to provide a Certificate of Insurance for liability coverages and limits acceptable to the District.

IN WITNESS WHEREOF, the Permittee has executed this document on the \_\_\_\_\_ day of

\_\_\_\_\_ 20 \_\_\_\_\_

As the undersigned, I have read the above STATEMENT OF EXPECTATIONS and understand, as the individual and/or a duly authorized representative of my organization, that failure to comply with any of the above items will be grounds for the revocation of the Use of Facility permit. I understand further that as the individual and/or duly authorized representative of my organization that I/we are responsible for the implementation of the above requirements included in this Statement of Expectations.

Organization \_\_\_\_\_

Name (Print) \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_

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**West Contra Costa Unified School District – Verification and Action**

\_\_\_\_\_ Compliance of Statement of Expectations \_\_\_\_\_ Non-compliance of Statement of Expectations

Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**Legal References:** Education Code: 40041-40043 (as applicable); Lamb's Chapel v. Center Moriches Union Free School District (1993) 1135Ct. 2141; Fairfax Covenant Church v. Fairfax County School Board (1994) 17F.3d 703

## APPENDIX D

### El Cerrito High School Performing Arts Theater Usage Policy (Revised 03/2013)

This usage policy agreement outlines policies and procedures for usage and rental of the El Cerrito High School Performing Arts Theater. Additional policies and procedures may apply as outlined in the WCCUSD Facilities Use Manual. Whenever possible, El Cerrito High School Theater makes its facilities available to the community for events, productions, lectures, performances, etc. El Cerrito High School or WCCUSD reserves the right to deny any request for use of its facilities that may conflict with the Theater's primary mission of school use and/or district use of the theater (see Appendix B). As follows, policies and procedures become effective once the Facilities Use Permit for the theater is signed by the Group/Renter, Site Administrator(s), Theatre Manager, and Facilities Management.

#### **Theater Contact Information:**

- **Theater Manager:** Kevin Little
- **Contact:** (510) 231-1437, ex. 26411
- **E-Mail:** klittle@wccusd.net

#### **Other Contact:**

- **Site Administrator:** Principal David Luongo ex.11565
- **Department Chair:** Keith Johnson ex.26418
- **Facilities:** Rina Prasad at rprasad@wccusd.net

#### **A.) Rooms/Facilities Included in Usage Agreement:**

Renters of El Cerrito High School facilities agree upon an "as is, where is" policy (see Appendix F), and are expected to accept the facilities in the condition existing at the start of the permit and return them to this condition upon the end of permit. No food or drinks shall be allowed in the theater at any time (including: house, stage, or agreed facilities); smoking or alcohol is not permitted in any El Cerrito High School facilities, school grounds, or adjoining buildings.

Permits for usage of the ECHS Performing Arts Theater include the:

- House (400 seat capacity)
- Balcony (200 seat capacity to be used if agreed upon by Theater Manager (see Appendix J)
- Front Lobby
- Ticket Booth
- Green Room
- Dressing Rooms/Make-Up Labs
- Scene/Loading Gallery (prior written approval)

Rental of the El Cerrito High School Performing Arts Theater does not include any other facility, classroom, or adjoining space.

#### **B.) Rental Availability and Scheduling:**

Any renter of the El Cerrito Performing Arts Theater can make requests by following the guidelines noted below:

The theater is available for rental during the days and hours of:

**Monday – Thursday: 4:00pm – 10:00pm**

**Friday: 4:00pm – 11:00pm**

**Saturday – Sunday: 8am – 11:00pm**

First priority will always be given to El Cerrito High School programs. All other groups requesting usage of the ECHS Performing Arts Theater will be scheduled on a first come, first served basis. WCCUSD may revoke permits without prior notice in extreme circumstances when the need of the facilities is required by El Cerrito High School and/or WCCUSD. Advanced notice will be given to the user as soon as possible. El Cerrito High School reserves the right to use its spaces and facilities during rentals of the Theater provided that such use does not unreasonably interfere with the events, productions, and/or performances in the Theater.

- Please fill out an "Application for Use of School Property" and bring it with you to your consultation (see Appendix C) for the ECHS Performing Arts Theater.
- Application for Use of School Property is available online at [www.wccusd.net](http://www.wccusd.net) or on-site in the El Cerrito High School main office.
- Application for Use of School Property must be completed and submitted to the ECHS Theater Manager eight (8) weeks prior to the requested rental date(s).
- All Application for Use of School Property must be accompanied with technical requests (i.e. lighting, sound, custodial, special support services) for consideration.
- Applicants will be notified of date availability during their theater consultation (see Appendix C).
- After the requested date(s) have been cleared with the Theater Manager, the permit request will be sent to the Site Administrator(s) and then the WCCUSD Facilities Use Office for cost estimates and final approval.
- An approved copy of the Facilities Use Permit will be sent to the person of interest listed on the permit.

**C.) Consultation:**

- A consultation with the Theater Manager will be required for all groups requesting usage to go over all areas of the ECHS Performing Arts Theater in regards to date availability, scheduling, technical needs, fees, terms of use, and to make sure there is a complete understanding by both parties.
- There will be a **\$50 non-refundable** fee for the consultation.
- Additional technical expertise may be required for certain types of events. In such case, the Theater Manager will require a joint consultation with an outside technical expert. All fees associated with additional technical support must be paid by the user group. There is an additional \$50 non-refundable fee for this consultation to be paid in advance. The Technical Consultant will evaluate services requested and quote the cost for technical support from the WCCUSD approved technician. The ECHS Performing Arts Theater will operate within its technical capacity and will not go beyond reasonable accommodation of the facility.
- WCCUSD (at their discretion) may require additional security at the applicant's cost depending on the type and scope of the event.
- **At the end of the Facilities Usage Permit date and when the production, event, or performance has closed, a walkthrough conducted by the Theater Manager or Site Administrator will be completed to ensure the compliance of policies and procedures have been followed.**

**D.) Usage Fees:**

- There is a 4-hour minimum for rental of the Theater.
- Load in and breakdown time included in the 4-hour rental.
- All Fees must be paid ten (10) days prior to the event to avoid event cancellation.
- A minimum of (30) days is required for cancellation of any event in order to be eligible for a refund (see Appendix N).

**Direct Cost User Groups:** *Renter is required to pay for the following by the hour (4-hour minimum).*

• **Hourly Theater Rate:**

*Monday-Friday Tech: \$210*

*Monday-Friday Performance: \$180-215*

*Weekend/Holiday Tech: \$245*

*Weekend/Holiday Performance: \$200-245*

*\*Hourly theater rate includes site supervisor, custodial, and maintenance costs*

- **Lighting Technician: \$25\*\***
- **Sound Technician: \$25\*\***
- **Fly/Rig Technician: \$25\*\***
- **A.V. Technician: \$25\*\***
- **House Management: \$10\*\***

**Fair Market Rent Groups:** *Renter is required to pay for the following by the hour (4-hour minimum)*

• **Hourly Theater Rate:**

*Monday-Friday Tech: \$376*

*Monday-Friday Performance: \$260-300*

*Weekend/Holiday Tech: \$406*

*Weekend/Holiday Performance: \$280-320*

*\*Hourly theater rate includes site supervisor, custodial, and maintenance costs*

- **Lighting Technician: \$25\*\***
- **Sound Technician: \$25\*\***
- **Fly/Rig Technician: \$25\*\***
- **A.V. Technician: \$25\*\***
- **House Management: \$10\*\***

*\*\* Additional technicians may need to be hired based on the technical needs of the event, production, or performance. This particular fee assessment is determined by the Theatre Manager during the consultation.*

**E.) Proof of Insurance:**

The West Contra Costa Unified School District requires a Certificate of Insurance and a copy of the Policy Endorsement from your insurance carrier naming WCCUSD as additionally insured and certificate holder. The WCCUSD name and address must appear on the Certificate of Insurance and the Additionally Insured Endorsement.

**Liability:** \$1,000,000  
**General Aggregate:** \$2,000,000  
**Personal Injury:** \$1,000,000  
**Fire Damage:** \$100,000  
**Medical Expense:** \$5,000

**F.) Condition of Theater:**

- Approved usage of the El Cerrito High School Performing Arts Theater allows renters to use the facilities on an "as is, where is" basis and are expected to accept the facilities in the existing condition.
- Failure to leave the stage as found may result in non-approval of future requests, additional fees to the group renting, and/or cost of removal of items left behind.
- The backstage corridor, dressing rooms, green room, front lobby, ticket booth, and loading gallery must remain clean and free of clutter during the entire length of the permit for the facility.
- For groups with minors, a monitor or supervisor must be provided backstage for all events. The name of the designated supervisor(s) must be made available to the Theater Manager prior to the scheduled event.
- Depending on the time of year, school programs may have props or equipment on the stage, which shall not be moved without the approval of the Theater Manager. In most cases the stage will be clear of props or chairs and should be left in the condition it was found.

**G.) Facilities and Equipment Alterations:**

- Under no circumstance should the El Cerrito High School Performing Arts Theater be altered, designed, built, or changed in any way. This includes and is not limited to: painting walls, nailing/screwing structures into the walls or floors, moving lighting instruments, audio equipment, taping, and/or control booth equipment.
- There shall be no alterations or changes to the orchestra pit, house seating, house walls, balcony, windows, dressing rooms, bathrooms, or green room.
- School equipment including classroom chairs, desks, music stands, and/or classroom materials are not permitted to be used without express permission of the theater manager. Such use will be advised during the consultation.
- Any and all painting and/or building of sets must be arranged prior to moving into the Theater unless expressly permitted by the Theater Manager.

**H.) Theater Equipment Usage:**

- ECHS Performing Arts Theater equipment is to be operated only by the Theatre Manager, hired Technicians, or trained staff/students so as to protect ECHS theater property and the safety of those in the Theater.
- Lighting in the ECHS Performing Arts Theater has a standard "house-plot" that is to be used for all events, performances, and productions in the Theater. House-plot light fixtures may not be removed, however lights may be added to the existing plot and placed based on the needs of the production. All groups or renters are required to return added light fixtures to their original settings or location in a reasonable amount of time. Groups and renters will be held accountable for any broken, damaged, altered, or stolen lighting equipment.
- Sound in the ECHS Performing Arts Theater has a standard patched system that is used for all events, performances, and productions in the Theater. The Theater is equipped to handle up to 24 channels for audio/sound equipment. Groups in need of multiple channels or microphones must plan on providing their own equipment if needs exceed available equipment in the Theater.

Groups and renters will be held accountable for any broken, damaged, altered, or stolen sound/audio equipment.

- Rigging/Fly use must be approved by the Theater Manager. Under no circumstance is any individual, volunteer, or group allowed to hang, operate, fly, or alter the theater rigging equipment. This also includes border curtains, leg curtains, travelers, and the cyclorama. Groups and renters will be held accountable for any broken, damaged, altered, rigging equipment or curtains.

**I.) Storage:**

- Student safety is the primary concern for any storage arrangement.
- Productions that take place on consecutive weekend days (Friday 4:30pm – Sunday 10:00pm) are permitted to store equipment and scenery for that weekend only.
- Scenery and equipment left on stage during an extended event, performance, or production are subject to the approval of the Theatre Manager.
- WCCUSD and/or El Cerrito High School employees, staff, administrators, students will not be held responsible for theft or damage of any sets or equipment left in the El Cerrito Performing Arts Theater.
- Scenery, equipment, props, etc. may not be left on site for storage outside of the permit period; subject of leaving such items will result in additional costs to renter for removal or storage. Loss or damage of props or equipment left on stage or on the premises is not the responsibility of ECHS or the WCCUSD employees, staff or administrators.

**J.) Balcony Seating:**

- The ECHS Performing Arts Theater has a seating capacity of 600; 400 on the floor level and 200 in the balcony. The balcony will not be opened or available unless the estimated attendance of a group exceeds 375 people. If expected attendance exceeds 375 people, the renter agrees to responsible for additional support staff.

**K.) Merchandise and Concessions Sales**

- Merchandise and/or sales items are not permitted during the rental of the El Cerrito Performing Arts Theater. Concessions are permitted, but must be given prior approval from WCCUSD and El Cerrito High School.

**L.) Publicity**

- Groups and renters are held solely responsible for marketing and publicity of their event, performance, or production. WCCUSD and/or El Cerrito High School do not solicit materials or publications on behalf of the renter.
- Prior written consent must be agreed by the El Cerrito High School Performing Arts Theater in regards to publishing on any media, including but not limited to, print, video, television, social media, and web publishing.
- Groups or renters must not in any way alter, change, exploit, solicit, sponsor and/or affiliate the name of the facilities as reads: West Contra Costa Unified School District, El Cerrito High School, and/or El Cerrito Performing Arts Theater.

**M.) Photography or Filming**

- Filming or photography is not permitted at any time without prior written approval.
- If filming or photography is permitted, no student, staff, teacher, administrator and. or employee of the WCCUSD can be captured without express permission from WCCUSD.

**N.) Cancellation Policy**

- The group or renter may cancel its facility use permit by written notice delivered to the Theater Manager or WCCUSD at least thirty (30) days prior to the start of the permit without further financial obligation to the El Cerrito High School Performing Arts Theater or WCCUSD.
- The \$50 consultation fee is **not** refundable.
- If its reservation is canceled less than thirty (30) days prior to the permit start date, renter/group must pay the full amounts owed.
- WCCUSD will effect a termination by delivering a written notice to an authorized representative of the group
- WCCUSD and/or El Cerrito High School will not be liable for any costs incurred by group or renter in preparing for cancelled performances or for lost profits or consequential damages arising from cancelled performances.

**By initialing each page of these procedures and by the signature below I certify that I have received, read, and understand the policies and procedures provided. I understand that my signature indicates agreement to these policies and procedures and that failure to comply can result in financial recourse and/or eviction.**

\_\_\_\_\_  
Date: \_\_\_\_\_  
**Client Authorized**

\_\_\_\_\_  
Date: \_\_\_\_\_  
**Theater Manager**

\_\_\_\_\_  
Date: \_\_\_\_\_  
**Site Administrator**

\_\_\_\_\_  
Date: \_\_\_\_\_  
**Facilities**





**APPENDIX E**  
**West Contra Costa Unified School District**  
 1108 Bissell Avenue  
 Richmond, CA 94801-3135  
 Phone (510) 231-1113  
**Application for Use of School Property**

No. \_\_\_\_\_  
 Not valid permit without Permit No.  
 and signed by Facility Use Office

Name of Organization		Name of Authorized Agent		Today's Date	
Home or Business Address		City	Zip	Home Phone	Work Phone
Title or Office of Person Authorized to Apply					

**HEREBY MAKES APPLICATION FOR THE USE OF THE FOLLOWING:**

School				Room/Grounds			
For: (Education-Social-Athletic-etc.)				Purpose: (Class-Dance-Dinner (Potluck/catered, etc))			
Day	Month	Date(s)	Time	Day	Month	Date(s)	Time
			To				To
			To				To
			To				To
Access to Community Kitchen <input type="checkbox"/>		Access to Cafeteria Kitchen <input type="checkbox"/>		Food Service Worker required for use of Cafeteria Kitchen		Food Service Hours _____ To _____	

**APPLICATIONS NEED TO BE SUBMITTED TO FACILITY USE 10 DAYS PRIOR TO THE INTENDED DATE(S) OF USE. PLEASE ANSWER THE FOLLOWING QUESTIONS.**

1) Estimated Attendance _____ Age Group _____		4) Will an admission fee be charged? Yes <input type="checkbox"/> No <input type="checkbox"/>	
2) Will this meeting be open to the public? Yes <input type="checkbox"/> No <input type="checkbox"/>		5) Are any support services requested? (List in box below) Yes <input type="checkbox"/> No <input type="checkbox"/>	
3) Are contribution, dues, registration fees, or other duties being charged? Yes <input type="checkbox"/> No <input type="checkbox"/> If so, use of proceeds are for: _____			

Please Complete the Indemnity Clause below

\_\_\_\_\_ shall defend, indemnify and hold the West Contra Costa Unified School District, its officers, employees and agents harmless from any, against a ny and all liability, loss expense(including reasonable attorney's fees), or claims for injury of damages arising out of or related to any activity or conduct of the permit holder, its agents, servants or employees.

The \_\_\_\_\_ agrees to provide the West Contra Costa Unified School District with a Certificate of Liability Insurance and Endorsement naming West Contra Costa Unified School District as an additional named insured. The minimum general liability limits of insurance on the certificate shall be 1 million dollars per occurrence with an aggregate limited no less than 2 million dollars for the policy period.

I, the undersigned, hereby certify that I will be personally responsible on behalf of the organization for any damage sustained by the school building furniture or equipment, occurring through the occupancy or use of same by the organization.

I hereby certify that I have read the attached applicable Rules and Regulations of the Governing Board of the West Contra Costa Unified School District and agree that the permit holder, as well as I personally, will abide by all rules, regulations and conditions set forth therein and will conform to all applicable provisions of the laws of California and to all Rules and Regulations of the Board of Education.

Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_ Site Administrator confirming space availability \_\_\_\_\_ Date \_\_\_\_\_

Office Use Only - Do Not Write Below This Line

**Insurance and Additionally Insured Endorsement has been furnished: Yes [ ]**

Work Order Numbers:
---------------------

Request	Open	Close	Notes
Custodian			
Food Service			
Grounds			
DPOS			OT Approved Yes [ ] No [ ] Restrooms Unlocked Yes [ ] No [ ]
Facility Use Approved by: (Not valid without Signature)			Date

**EXHIBIT "D"**  
**CITY USE RULES**



Recreation Department  
7007 Moeser Lane  
El Cerrito, CA 94530  
(510) 559-7004 Fax (510) 528-9413

### Facility Rental Application

**Check Facility Requested**

- Community Center Social Hall
- Community Center Skylight Room
- Community Center Garden Room
- Community Center Kitchen (non-profit)
- Community Center Tot Room
- Senior Center Social Hall

**Requested Date:** \_\_\_\_\_  
DAY OF WEEK MONTH DATE YEAR

**Requested Time:** \_\_\_\_\_  
STARTING TIME ENDING TIME (ALL EVENTS MUST END BY 11:00pm)

**RENTAL CLASSIFICATION (PLEASE CHECK ONLY ONE):**

Resident                       Non-Resident                       City Event

WCCUSD program               City Co-Sponsored

Non-Profit Resident               Non-Profit Non-Resident\*  
(Provide proof of Non-profit status)

**Applicant's Name** \_\_\_\_\_  
(PLEASE PRINT CLEARLY)

**Organization** \_\_\_\_\_

**Address** \_\_\_\_\_  
(STREET ADDRESS) CITY STATE ZIP

**Day Phone** (\_\_\_\_) \_\_\_\_\_ **Evening Phone** (\_\_\_\_) \_\_\_\_\_

**Caterer** Yes \_\_\_ No \_\_\_  
(CATERER'S NAME) (PHONE)

**El Cerrito Bus. License #** \_\_\_\_\_  
(ADDRESS)

**Type of Activity** \_\_\_\_\_

**Number in Attendance** \_\_\_\_\_ Children \_\_\_\_\_ Teens \_\_\_\_\_ Adults

Will alcoholic beverages be served? Yes No      Will alcoholic beverages be sold? Yes No

OVER  
▶▶▶

**OFFICE USE ONLY**

**Date Key Issued:** \_\_\_\_\_ **Date Key Returned:** \_\_\_\_\_ **Received by:** \_\_\_\_\_

**Deposit Amount:** \$ \_\_\_\_\_ **Date: deposit received:** \_\_\_\_\_

**TOTAL BALANCE DUE:** \_\_\_\_\_ **AMOUNT PAID:** \_\_\_\_\_ **DATE PAID:** \_\_\_\_\_ **BALANCE DUE:** \_\_\_\_\_

**Staff Signature:** \_\_\_\_\_ **Recorded in Book?** YES NO **PERMIT #** \_\_\_\_\_

**Application approved?** YES NO **Rental Coordinator Signature:** \_\_\_\_\_



Recreation Department  
7007 Moeser Lane  
El Cerrito, CA 94530  
(510) 559-7004 Fax (510) 528-9413

## RENTAL AGREEMENT

### NO LOITERING IN THE PARKING LOT OR SURROUNDING AREAS OF ANY CITY FACILITY.

1. A \$541 deposit is required to hold the facility. Your deposit will be entered into a trust fund until successful completion of the activity. The deposit is not applied toward the rental fees. The deposit will be returned within 30 days after the activity unless there are deductions for extra clean up, additional time, or damage to the facility or equipment.
  2. If the applicant wishes to cancel prior to one month before the scheduled date, a written cancellation form must be completed, and returned to the Rental Coordinator. If cancelling more than one month in advance and the date is not re-rented, the whole deposit will be forfeited. If the date is re-rented by the City, \$100 may be refunded depending on the time invested by staff. Transfer of dates will only be permitted a minimum of six (6) months in advance, and requires an additional fee of \$38.00.
  3. Applicant understands that at least one hour after the end of the event must be reserved to allow for guests/applicant to remove all personal items, take down all decorations, and clean tables and kitchen area. If the program or clean up exceeds the stated time, or if set-up begins before the stated hour, the hourly rate is doubled for any unauthorized time. Music needs to be off by 10:00pm and clean up must end by 11:00pm.
  4. Applicant understands that smoking is not allowed in the El Cerrito city buildings. Ashtrays are located outside building.
  5. Applicant understands that if alcohol is served to minors, the El Cerrito Police Department will be required to close alcoholic service, and the applicant may be held responsible for the illegal distribution of alcohol on or away from the premises.
  6. Applicant understands that they or an appointed representative must be present at the beginning of the rental time, and must be present at the end of the rental time for a final inspection.
  7. Applicant understands that the total rental fees must be paid at least one month prior to the rental date. Late payments will be charged a 15% late fee. Those payments not received two weeks prior to rental will be subject to cancellation. Late payments, made less than one month in advance, must be paid in cash or by money order. If the applicant cancels less than one month before the scheduled date, the deposit will be forfeited and the rental fees will only be refunded if the date is re-rented.
  8. **For Parties where the majority of attendees are minors, (ie: sweet 16 birthdays, Bat/Bar Mitzvahs, Quincineras, high school graduations or other events where the majority will be under 18) a security guard must be hired for the event date. Failure to obtain a security guard prior to the date of the event will forfeit the deposit and the event will be cancelled. Please provide a copy of the security contract to the rental coordinator at least 2 weeks prior to the event.**
  9. Provisions of the Joint Use Agreement between the City of El Cerrito and the West Contra Costa Unified School District shall apply where applicable for usage of City facilities by the District.
- I understand that the loudness of music played will be controlled by staff on duty and that all music must end at 10:00pm. The level of amplified/ or sound must be limited to reach only the immediate audience/guests and I must apply for a sound permit at time of rental reservation.

**I HAVE READ AND AGREED TO MEET THE ABOVE OUTLINED RESPONSIBILITIES OF AN APPLICANT RENTING CITY OF EL CERRITO FACILITIES.**

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_



RECREATION DEPARTMENT  
 7007 MOESER LANE  
 EL CERRITO, CA 94530  
 (510) 559-7004 Fax (510) 528-9413

**Clubhouse Rental Application**

**Check Clubhouse Requested**

- Arlington Clubhouse
- Madera Clubhouse
- Castro Clubhouse
- Harding Clubhouse
- Fairmont Clubhouse

Please note that Clubhouse Rentals do not include the use of nearby picnic sites or fields, they must be reserved

**Requested Date:** \_\_\_\_\_  
DAY OF WEEK MONTH DATE YEAR

**Requested Time:** \_\_\_\_\_  
STARTING TIME ENDING TIME (ALL EVENTS MUST END BY 10:00PM)

**RENTAL CLASSIFICATION (PLEASE CHECK ONLY ONE):**

- Resident
- WCCUSD program
- Non-Profit Resident
- Non-Resident
- City Co-Sponsored
- Non-Profit Non-Resident\*  
(Provide proof of Non-profit status)
- City Event

**Applicant's Name:** \_\_\_\_\_  
(PLEASE PRINT CLEARLY)

**Organization:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
(STREET ADDRESS) CITY STATE ZIP

**Day Phone** ( ) \_\_\_\_\_ **Evening Phone** ( ) \_\_\_\_\_

**Type of Activity** \_\_\_\_\_

**Number in Attendance:** \_\_\_ Children \_\_\_ Teens \_\_\_ Adults

**# Tables needed** \_\_\_ **# Chairs needed** \_\_\_ **Will alcoholic beverages be served?** Yes No **OVER** ▶▶▶

**OFFICE USE ONLY**

**Date Key Issued:** \_\_\_\_\_ **Date Key Returned:** \_\_\_\_\_ **Received by:** \_\_\_\_\_

**DEPOSIT:** \$ \_\_\_\_\_ **DATE PAID:** \_\_\_\_\_ **Form of Payment: (Circle one)** Check# \_\_\_\_\_ Cash \_\_\_\_\_

**TRUST FUND?** YES NO **ENTERED IN BOOK?** YES NO

**FEE:** \$ \_\_\_\_\_ **PER HR @** \_\_\_\_\_ **HRS =** \$ \_\_\_\_\_

**DATE PAID:** \_\_\_\_\_ **Form of Payment? (Circle one):** Cash Amx Visa MasterCard Check# \_\_\_\_\_

**STAFF SIGNATURE:** \_\_\_\_\_ **PERMIT #:** \_\_\_\_\_

**NOTES:** \_\_\_\_\_



RECREATION DEPARTMENT  
7007 MOESER LANE  
EL CERRITO, CA 94530  
(510) 559-7004 Fax (510) 528-9413

### APPLICANT'S AGREEMENT/CLUBHOUSE

1. Applicant will accept full responsibility for the use of this facility during scheduled rental hours. Music is to be off by 9:00pm and rental ends by 10:30pm.
2. Any damages incurred during scheduled rental hours will be paid by the applicant. Applicant agrees to clean up after themselves, leaving the facility in the condition found, or better.
3. Applicant will lock facility (windows, doors) turn off the lights and heat.
4. Applicant will return the keys within 48 hours (2 days) after use or will forfeit our deposit unless prior arrangements are made with Rental Coordinator.
5. Applicant understands that no alcoholic beverages may be served without prior permission by the City. If alcoholic beverages are served without permission, applicant will forfeit their deposit. Note: A permit is required and a fee is charged when serving alcohol.
6. Applicant understands that there are no bounce houses, no tumbling, re-bounding or trampoline-like devices permitted in City Parks or on City property.
7. Provisions of the Joint Use Agreement between the City of El Cerrito and the West Contra Costa Unified School District shall apply where applicable for usage of City facilities by the District.

#### GENERAL CLUBHOUSE RENTAL INFORMATION (please initial each line)

\_\_\_\_\_ A. The City Clubhouse is available to rent on an hourly basis when not programmed for use by the City of El Cerrito.

\_\_\_\_\_ B. The user is responsible for checking out a key, setting up tables / chairs and cleaning up afterwards.

\_\_\_\_\_ C. Keys will be issued two (2) days prior to the rental. Please note the Community Center is open Monday - Friday 8:00a.m. to 5:00p.m., and closed on holidays and weekends.

\_\_\_\_\_ D. The Facility will be inspected by maintenance personnel to check for cleanliness following the rental. If there appears to be any damage to the clubhouse, or the clubhouse has not been cleaned properly, your deposit will be forfeited.

\_\_\_\_\_ E. Upon return of the keys and report from our maintenance personnel, your deposit will be refunded to you within 2-4 weeks.

\_\_\_\_\_ F. If your clubhouse date is changed there is an additional \$37.00 fee for rescheduling, based upon availability.

\_\_\_\_\_ G. All clubhouses are used for childcare/ summer camp. Applicant is not allowed to remove any decorations from the wall or ceiling. Only removable tape may be used to hang party decorations. It is advised that you at least look through the windows of the clubhouse before renting.

\_\_\_\_\_ H. Applicant understands that nearby picnic sites and fields are not included in the Clubhouse Rental and must be reserved separately. Applicant also understands that other parties may rent these areas at the same time as the Clubhouse Rental.

\_\_\_\_\_ I. If you cancel your rental, your deposit will be forfeited. Rental fees will only be refunded if the clubhouse is re-rented.

I hereby release and hold harmless the City of El Cerrito, its officers, employees, and volunteers from liability for damages, cost and expenses which may incur as a result of property damage or personal injury in connection with renting the above facility.

I have read and understand the responsibilities of an applicant renting the City of El Cerrito facilities

Signature \_\_\_\_\_

Date \_\_\_\_\_



RECREATION DEPARTMENT  
7007 MOESER LANE  
EL CERRITO, CA 94530  
(510) 559-7004 Fax (510) 528-9413

**FIELD RENTAL APPLICATION**

APPLICANT NAME \_\_\_\_\_

\_\_\_\_\_

APPOINTED REPRESENTATIVE \_\_\_\_\_

RENTAL DATE(S) \_\_\_\_\_

ORGANIZATION NAME \_\_\_\_\_

FIELD REQUESTED \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

RESTROOM KEY      YES      NO

CITY \_\_\_\_\_ ZIP \_\_\_\_\_

TIME  
FROM \_\_\_\_\_ TO \_\_\_\_\_  
(TIME INCLUDES PREPARATIONS AND CLEAN-UP)

APPLICANT HOME# \_\_\_\_\_

APPLICANT WORK/CELL # \_\_\_\_\_

APPOINTED REP. HOME# \_\_\_\_\_

APPOINTED REP. WORK/CELL # \_\_\_\_\_

DRIVER'S LICENSE # \_\_\_\_\_

TYPE OF ACTIVITY \_\_\_\_\_

# OF PERSONS EXPECTED \_\_\_\_\_

-----  
**OFFICE USE ONLY**

DEPOSIT REC'D \_\_\_\_\_ CHECK # \_\_\_\_\_  
DATE \_\_\_\_\_ STAFF INITIALS \_\_\_\_\_  
RECORDED IN BOOK?    YES    NO

TOTAL AMOUNT DUE \$ \_\_\_\_\_  
AMOUNT PAID \$ \_\_\_\_\_ DATE \_\_\_\_\_  
DATE CONFIRMATION SENT \_\_\_\_\_

APPLICATION APPROVED?    YES    NO

RENTAL COORDINATOR'S SIGNATURE \_\_\_\_\_

SUPERVISOR/DIRECTOR SIGNATURE \_\_\_\_\_

*The holder of this permit has exclusive use of the field for the date and time listed above.*

Special Permit Notes: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



RECREATION DEPARTMENT  
7007 MOESER LANE  
EL CERRITO, CA 94530  
(510) 559-7004 Fax (510) 528-9413

#### RENTAL AGREEMENT

1. Applicant understands that this is an application only. Your application will be reviewed and confirmed or denied within ten working days in writing based on the information provided on the reverse side of this document. **Do NOT announce the date and the field until it is confirmed.**
2. **If the applicant wishes to cancel, a written cancellation form must be completed, and returned to the Field/Rental Coordinator. If the date is not re-rented, the whole fee will be forfeited. If the date is re-rented by the City, \$16.00 may be refunded depending on the time invested by staff. Transfer of dates will only be permitted a minimum of one week in advance and requires and an additional fee of \$16.00.**
3. Applicant understands that 15 minutes after the end of the event must be reserved to allow for guest/applicant to remove all personal items and clean area. If the program or clean-up exceeds the stated time, or if set-up begins before the stated hour, the hourly rate is doubled for the unauthorized time.
4. Applicant understands that they, or an appointed representative, listed on front of application must be responsible for all communication and cancellation of field use.
5. Applicant understands that alcohol is not allowed on any City of El Cerrito play field.
6. Applicant understands that the total rental fees must be paid at least two weeks prior to the rental date. Late payments will be charged a 20% late fee. Those payments not received two weeks prior to rental will be subject to cancellation.
7. Applicants who wish to change any of the pre-agreement will be charged \$16.00 changing fee for each item changed.
8. Provisions of the Joint Use Agreement between the City of El Cerrito and the West Contra Costa Unified School District shall apply where applicable for usage of City facilities by the District.

**I hereby release and hold harmless the City of El Cerrito, its officers, employees, and volunteers from liability for damages, cost and expenses which may incur as a result of property damage or personal injury in connection with renting the above facility.**

**I have read and understand the responsibilities of an applicant renting the City of El Cerrito facilities**

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date





RECREATION DEPARTMENT  
 7007 MOESER LANE  
 EL CERRITO, CA 94530  
 (510) 559-7004 Fax (510) 528-9413

### Picnic Rental Application

Check Picnic Site Requested (ALL SITE ARE RENTED 8AM-DARK)

- |   |  |
|---|--|
| <input type="checkbox"/> Arlington Picnic Area # 1 (BBQ)    | <input type="checkbox"/> Harding Picnic Area (BBQ)       |
| <input type="checkbox"/> Arlington Picnic Area # 2 (NO BBQ) | <input type="checkbox"/> Canyon Trail Picnic Area (BBQ)  |
| <input type="checkbox"/> Arlington Picnic Area # 3 (NO BBQ) | <input type="checkbox"/> Castro Picnic Area (NO BBQ)     |
| <input type="checkbox"/> Arlington Picnic Area # 4 (BBQ)    | <input type="checkbox"/> Tassajara Picnic Area (BBQ)     |
| <input type="checkbox"/> Arlington Picnic Area # 5 (BBQ)    | <input type="checkbox"/> Cerrito Vista Picnic Area (BBQ) |

Please note that Picnic Rentals do not include the use of nearby Clubhouses or fields, they must be reserved separately.

Requested Date: \_\_\_\_\_  
DAY OF WEEK                      MONTH                      DATE                      YEAR

**RENTAL CLASSIFICATION (PLEASE CHECK ONLY ONE):**

<input type="checkbox"/> Resident	<input type="checkbox"/> Non-Resident	<input type="checkbox"/> City Event
<input type="checkbox"/> WCCUSD program	<input type="checkbox"/> City Co-Sponsored	

Applicant's Name: \_\_\_\_\_  
(PLEASE PRINT CLEARLY)

Organization: \_\_\_\_\_

Address: \_\_\_\_\_  
(STREET ADDRESS)                      CITY                      STATE                      ZIP

Day Phone: (\_\_\_\_) \_\_\_\_\_ Evening Phone: (\_\_\_\_) \_\_\_\_\_

Email Address: \_\_\_\_\_

Type of Activity: \_\_\_\_\_

Number in Attendance:      \_\_\_\_\_ Children      \_\_\_\_\_ Teens      \_\_\_\_\_ Adults

OVER  
 ▶▶▶

**OFFICE USE ONLY**

FEE: \$ _____	\$16 RESTROOM KEY (circle one):    YES    NO
CERRITO VISTA VOLLEYBALL NET DEPOSIT: \$ 84.00	DATE PAID: _____
TOTAL PAID: \$ _____	Form of Payment: (Circle one): Cash    Visa    MasterCard    Amx    Check# _____
DATE PAID: _____	ENTERED IN BOOK?    YES    NO      STAFF SIGNATURE: _____
PERMIT #: _____	NOTES: _____



**EL CERRITO FIRE DEPARTMENT INFORMATION SHEET  
REQUIREMENTS FOR OPEN BURNING IN HIGH FIRE AREAS**

1. Contact the City of Richmond Dispatch Center at (510) 233-5223 to insure that it is not a Red Flag Warning Day. Barbeque use will be suspended if it is declared a Red Flag Warning Day at Arlington, Canyon Trail, Tassajara and Huber Parks.
2. No person shall build, light or maintain any outdoor fire on park property except within designated personal cooking appliances.
3. Personal cooking appliances are defined as permanent or portable barbeque, portable hibachi and gas or propane camp stove.
4. Placement of portable cooking appliances should not scorch, burn or otherwise damage lawns or tabletops.
5. Placement of portable cooking devices shall not be within 30 feet of grass, weeds, brush, or buildings.
6. All burning fuels such as wood or charcoal must be thoroughly extinguished within permanent barbeques prior to abandonment of the designated site.
7. All burning fuels such as wood or charcoal must be thoroughly extinguished with portable cooking appliances and dumped within designated coal dump boxes.
8. It is unlawful to dispose of coals in garbage cans or refuse bins.
9. It is unlawful to dispose of trash within personal cooking appliances.
10. On designated extreme fire hazard days, all open burning (including in cooking appliances) may be suspended.
11. On designated extreme fire hazard days, the conditions may necessitate park closure.

I have read and understand the above requirements for open burning in high fire areas. I also understand that on extreme fire hazard days, I may not be able to utilize the barbeque area of the picnic area I have reserved.

Name: \_\_\_\_\_

Date: \_\_\_\_\_



RECREATION DEPARTMENT  
7007 MOESER LANE  
EL CERRITO, CA 94530  
(510) 559-7004 Fax (510) 528-9413

**RENTAL AGREEMENT (Please initial on lines)**

- \_\_\_\_\_ 1. Applicant will accept full responsibility for the use of this facility during scheduled rental hours.
- \_\_\_\_\_ 2. Any damages incurred during scheduled rental hours will be paid by the applicant. applicant agrees to clean up after themselves, leaving the picnic area in the condition found, or better.
- \_\_\_\_\_ 3. Applicant understands that no alcoholic beverages may be served at any of the picnic areas located in the City of El Cerrito.
- \_\_\_\_\_ 4. Applicant understands that there are no bounces houses, no tumbling, re-bounding or trampoline-like devices permitted in most parks.  
**Bounces Houses may be used at Cerrito Vista Park ONLY.**
- \_\_\_\_\_ 5. Applicant understands that there may be a field or clubhouse rental at the same time as their picnic rental. **Fields and clubhouses are reserved separately for an additional charge and not included in the picnic rental fee.**

**RESTROOM KEY:** Available for purchase during office hours Monday thru Friday 8:00am-5:00pm. The key cost is \$16.00.

**RECYCLING:** The policy of the City of El Cerrito is to encourage recycling of bottles and cans. Special receptacles are provided and we encourage everybody to participate.

**FEES:** Payment is due at the time of rental. **If a cancellation is requested, the rental fee will be forfeited.** If a change in date is requested, there is a \$16.00 fee for rescheduling. In the event of rain, a refund will be made, upon request.

**BBQ POLICIES:** Applicant agrees to adhere to supplemental El Cerrito Fire Department Informational Sheet, regarding the use of personal barbecues.

**MUSIC:** No amplified music without special permit.

**WCCUSD:** Provisions of the Joint Use Agreement between the City of El Cerrito and the West Contra Costa Unified School District shall apply where applicable for usage of City facilities by the District.

**I hereby release and hold harmless the City of El Cerrito, its officers, employees, and volunteers from liability for damages, cost and expenses which may incur as a result of property damage or personal injury in connection with renting the above facility.**

**I have read and understand the responsibilities of an applicant renting the City of El Cerrito facilities.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **EXHIBIT "E"**

### **INSURANCE**

Each Party, at its sole cost and expense, shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services or use of the Recreational Facilities hereunder by the Parties, their agents, representatives, employees or subcontractors.

#### **A. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. The coverage described in Insurance Services Office Form Number GL 0002 (Ed. 01/96) covering Commercial General Liability together with Insurance Services Office Form Number GL 0404 covering Broad Form Comprehensive General Liability; or that described in Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001 (Ed. 01/96), including X.C.U. (Explosion, Collapse and Underground) coverage.

2. The coverage described in Insurance Services Office Form Number CA 0001 (Ed. 12/93) covering Automobile Liability, Code 1 "any auto", or Code 2 "owned autos" and Endorsement CA 0025. Coverage shall also include Code 8 "hired autos" and Code 9 "non-owned autos"; and

3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability Insurance; and

#### **B. Minimum Limits of Insurance**

Each Party shall maintain limits no less than:

1. Commercial General Liability: \$3,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and

3. Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the California Labor and Employers Liability limits of \$1,000,000 per accident.

4. Builder's Risk: Completed value of the project. No deductible shall exceed \$100,000.

#### **C. Deductibles and Self-Insured Retentions**

Any Party's deductibles or self-insured retentions must be declared, and approved by the other Party's Risk Manager.

**EXHIBIT "F"**  
**MASTER JOINT USE SCHEDULE**  
**(To be Prepared by Parties)**

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:** December 11, 2013

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

**Agenda Item:** D.1

**Subject:** National Board for Professional Teaching Standards (NBPTS) Certification Recognition

**Background Information:**

The National Board for Professional Teaching Standards (NBPTS) is a professional development program which seeks to elevate the status, voice and role of accomplished teachers in shaping a true profession. This advanced teaching credential compliments our teachers' California teaching credential. This credential requires submission of extensive portfolio entries, including video recordings and examples of student work. In addition, teachers must demonstrate in-depth content knowledge in response to rigorous exercises for chosen certificate areas.

Tonight we celebrate the following teachers who have accomplished this significant achievement:

Maria Evelyn Smith, Cameron Early Intervention	Credential Area: Exceptional Needs
Farnaz Heydari, Olinda Elementary	Credential Area: Middle Childhood Generalist
Beth Levine, Montalvin Elementary	Credential Area: Early Middle Childhood Literacy
Mary Ann LaFosse, Washington Elementary	Credential Area: Early Childhood Generalist

**Recommendation:** Recognition

**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:** December 11, 2013

**From:** Bruce Harter  
Superintendent

**Agenda Item:** D.2

**Subject:** Survey Results

**Background Information:**

At the October 23, 2013 meeting, the Board authorized the Superintendent to enter into a contract with Godbe Research to conduct a random sample survey regarding a possible parcel tax and or bond measure. The Attorney General has determined that a school district may legally expend district funds to conduct surveys to assess the potential support and opposition to a measure, the public's awareness of the district's financial needs, and the overall feasibility of developing a measure that could win voter approval.

Bryan Godbe will describe the process for implementing the survey and provide the Board with the results of the survey.

**Recommendation:**

That the Board review the survey results and provide direction about whether and when a measure should be brought before the voters

**Fiscal Impact:** \$33,195 for the survey

**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:** December 11, 2013

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

**Agenda Item:** D.3

**Subject:** Religious/Cultural Celebration

**Background Information:**

In support of the histories of holiday celebrations, we demonstrate to all of our stakeholders that their beliefs and traditions play an important role in assisting our students to be global thinkers with international partners around the world.

This is a living document, meaning that as our populations of students increase and diversifies; their holiday customs and beliefs can be included as part of on-going and learning within West Contra Costa Unified School District.

**Religious/Cultural Celebration Information**

Listed below are some of the cultural and religious celebrations celebrated by families in our District. We have chosen to include those celebrations which may affect student attendance or performance, in the hopes that it will help faculty and staff to best serve all our students in keeping with our Equity Policy.

**August/September/October**

Rosh Hashanah and Yom Kippur  
Ramadan

**November/December**

Christmas  
Hanukkah  
Kwanzaa

**January/February**

Asian Lunar New Year  
Ash Wednesday

**March/April**

Maundy or Holy Thursday and Good Friday

Easter

Passover

**Recommendation:**

For Information Only

**Fiscal Impact:**

None

**DISPOSITION BY BOARD OF EDUCATION**

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

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

Approved \_\_\_\_\_

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

Tabled \_\_\_\_\_



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

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

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**To:** Board of Education **Meeting Date:** December 11, 2013  
**From:** Bruce Harter **Agenda Item:** E.3  
Superintendent  
**Subject:** In Memory of Members of the School Community

**Background Information:**

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

Mildred Gordon began teaching in 1965, working at both Tara Hills and Shannon Elementary Schools. Ms. Gordon retired in 2001. She was a great teacher who loved her students.

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

**Recommendation:** For Information Only

**Fiscal Impact:** None

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

dh

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

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

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**To:** Board of Education **Meeting Date:** December 11, 2013  
**From:** Sheri Gamba, Associate Superintendent Business Services **Agenda Item:** F.1  
Ken Whitemore, Assistant Superintendent Human Resources  
**Subject:** Approval of Agreement with West Contra Costa Administrators Association  
/ AB1200 Public Disclosure of Collective Bargaining Agreement with WCCAA

**Background Information:** District and West Contra Costa Administrators Association Collective bargaining reopener proposals were sunshined for the 2013-14 year. Through the Interest Based Process a Tentative Agreement has been reached with representatives of West Contra Costa Administrators Association (WCCAA). A copy of the Tentative Agreement will be provided at the Board meeting. Once WCCAA has ratified the Agreement, it will be presented to the Board of Education for ratification.

School districts are required to publicly disclose the provisions of all collective bargaining agreements before they ratify an agreement. This ensures that the public is aware of the details associated with a tentative collective bargaining agreement before it becomes binding on the district. A summary of the savings associated with the agreement is attached. This summary has also been provided to the County Office of Education.

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

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

**Recommendation:** Recommend that the Board of Education ratify the Tentative Agreement between the West Contra Costa Unified School District and West Contra Costa Administrators Association (WCCAA).

Fiscal Impact: \$139,708 for 2013-14  
\$279,416 per year for 2014-15, 2015-16

DISPOSITION BY BOARD OF EDUCATION

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

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

**The West Contra Costa Unified School District and West Contra Costa Administrators  
Association agreed to Salary and Health Benefits for 2013-2014**

**Article 3 – Salary**

Effective January 1, 2014, there shall be a 1.50% increase in the salary schedule

**Article 12 – Benefits**

Effective January 1, 2014, the District's maximum contribution to medical benefits shall be as follows:

- a. For unit members choosing Employee Only coverage, the amount of \$595.00 per month;
- b. For unit members choosing Employee Plus One coverage, the amount of \$1,190.00 per month;
- c. For unit members choosing Family coverage, the amount of \$1,545.00 per month.

If any other labor organization gets the above district's maximum contribution to medical benefits for two years, that will be offered to WCCAA as well.

Cash in Lieu

Effective January 1, 2014 and for each year thereafter, increase the cash-in-lieu amount to \$400.00 per month.

**Performance Pay Agreement:**

- Create a subcommittee of 6 members (3 district, 3 WCCAA) to recommend what performance pay would look like for next year.

**Common Core Agreement:**

- 3 per diem days will be paid out of Common Core State funds per administrator in addition to their scheduled work year.
- Each member will be required to participate in three Common Core training modules. Module 1 will be completed between Jan. 1 and June 30, 2014. There will be two opportunities for unit members to attend.
- Modules 2 and 3 will be completed by August 31, 2014. If anyone misses a module due to a verified absence, an opportunity to make up the class will be provided.

**SUMMARY OF TENTATIVE AGREEMENT**

**With the West Contra Costa Administrators Association (WCCAA) Bargaining Unit of the West  
Contra Costa Unified School District**

**To be acted upon by the Governing Board at its meeting on December 11, 2013.**

**GENERAL:**

**If this Public Disclosure is not applicable to all of the district's bargaining units, indicate the current status of the other units.**

**Certificated: Open and in negotiations  
Classified: Local 1 and SSA settled and ratified**

**The proposed agreement covers the following period: Reopeners/  
Contract expires June 30, 2015.**

**COMPENSATION:**

**Proposed percentage increase in proposed agreement: 1.5 % effective January 1, 2014**

**Current year total cost increase for:**

**Salaries and Statutory Benefits: \$72,675**

**Health & Welfare: \$67,033**

**OTHER PROVISIONS**

**Other Compensation: (off schedule stipends, bonuses, etc.)  
None**

***TOTAL COST OF SETTLEMENT \$139,708***

**WAS THIS COST INCLUDED IN THE LATEST  
PROJECTIONS PROVIDED TO THE COUNTY OFFICE?      Yes  No**

**SOURCE FUNDING:**

**General fund balance and other funds.**

**FISCAL IMPACT IN CURRENT YEAR:**

**These costs are included in the source funding information provided above.**

**Unrestricted General Fund Balance: \$118,752**

**Restricted General Fund and Other Funds: \$20,956**

**FISCAL IMPACT IN FUTURE YEARS:**

**\$279,416 per year for 2014-15, 2015-16**

**Unrestricted General Fund Balance: \$237,504 per year**

**Restricted General Fund and Other Funds: \$41,912 per year**

**Summary of Tentative Agreement:**

**WCCAA unit members who have chosen to enroll in the health benefits program of the district on or after January 1, 2014 will receive an additional contribution toward their benefits by the District.**

**Effective January 1, 2014 1.5% will be added to the WCCAA Salary Schedule.**

## CERTIFICATION

To be signed by the District Superintendent and Chief Business Official of the district prior to submission to the Governing Board and by the Board President upon formal Board action on the proposed agreement.

The certification is based on the most recent available information on state apportionments, property taxes and other sources of ongoing revenue as well as the most recent reasonable projections of ongoing expense.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement in accordance with the requirements of AB1200, AB2756 and Government Code 3547.5.

The Superintendent and Chief Business Official of the district certify that, based on the best of their knowledge as of the date of this certification, the district will be able to meet the costs incurred under the proposed agreement over the term of the agreement. Furthermore, all necessary adjustments to the current budget have been or will be made in order to provide the funding for the settlement that is outlined in this statement of disclosure.

  
\_\_\_\_\_  
District Superintendent

11-20-13  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Business Official

11/15/13  
\_\_\_\_\_  
Date

After public disclosure of the major provisions contained in this Summary, the Governing Board, at its meeting on December 11, 2013 took action to approve the proposed agreement.

\_\_\_\_\_  
President, Governing Board

\_\_\_\_\_  
Date

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

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

**To:** Board of Education

**Meeting Date:** December 11, 2013

**From:** Sheri Gamba, Associate Superintendent Business Services  
Ken Whittemore, Assistant Superintendent Human Resources

**Agenda Item:** F.2

**Subject:** Salary and Health Benefits Package for Unrepresented Management, Cabinet, Board Members and Confidential Employees / AB 1200 Public Disclosure

**Background Information:**

The employees of the school district who are in the categories of Unrepresented Management, Cabinet, Superintendent and Confidential will receive the salary and benefit contribution rates for active employees, cash in lieu amounts as agreed upon with West Contra Costa Administrator's Association (WCCAA) and School Supervisors Association (SSA). Unrepresented Certificated Management and Certificated Cabinet will align with West Contra Costa Administrators Association (WCCAA) and Unrepresented Classified Management, Classified Cabinet and Confidential will align with the School Supervisors Association (SSA). The school board will select from the health benefits plans and correlating contribution rates that are currently offered to the bargaining units in accordance with Board Policy and will adhere to the retiree provisions in Board Bylaw 9250.

The salary and benefits will be effective January 1, 2014.

**Recommendation:** Approval

**Fiscal Impact:** General Fund \$79,168 for 2013-14  
General Fund \$158,337 per year for 2014-15, 2015-16

**DISPOSITION BY BOARD OF EDUCATION**

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

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

Approved \_\_\_\_\_

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

Tabled \_\_\_\_\_

## SUMMARY OF TENTATIVE AGREEMENT

### With the Management and Confidential Groups of the West Contra Costa Unified School District

This is not a union agreement, however the Board will take action to provide the same salary and benefit consideration to the management and confidential employee salary schedules and benefits that it provided to WCCAA & SSA.

**To be acted upon by the Governing Board at its meeting on December 11, 2013.**

#### **GENERAL:**

**If this Public Disclosure is not applicable to all of the district's bargaining units, indicate the current status of the other units.**

**Certificated: WCCAA settled, UTR Open and in negotiations  
Classified: Local 1 and SSA settled and ratified**

**The proposed agreement covers the following period: Reopeners/  
Contract expires June 30, 2015.**

#### **COMPENSATION:**

**Proposed percentage increase in proposed agreement: 1.5 % effective  
January 1, 2014**

**Current year total cost increase for:**

**Salaries and Statutory Benefits: \$44,887**

**Health & Welfare: \$34,281**

#### **OTHER PROVISIONS**

**Other Compensation: (off schedule stipends, bonuses, etc.)  
None**

**EMMA: Electronic Municipal Market Access, part of the MSRB-Municipal Securities  
Rulemaking Board**

***TOTAL COST OF SETTLEMENT*    \$79,168**

**WAS THIS COST INCLUDED IN THE LATEST  
PROJECTIONS PROVIDED TO THE COUNTY OFFICE?    Yes \_\_\_ No**



**SOURCE FUNDING:**

**General fund balance and other funds.**

**FISCAL IMPACT IN CURRENT YEAR:**

**These costs are included in the source funding information provided above.  
Unrestricted General Fund Balance: \$79,168**

**FISCAL IMPACT IN FUTURE YEARS:**

**\$158,337 per year for 2014-15, 2015-16**

**Summary of Tentative Agreement:**

**Managers and Confidential employees who have chosen to enroll in the health benefits program of the district on or after January 1, 2014 will receive an additional contribution toward their benefits by the District.  
Effective January 1, 2014 1.5% will be added to the Managers and Confidential Salary Schedule.**

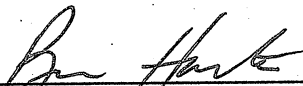
## CERTIFICATION

To be signed by the District Superintendent and Chief Business Official of the district prior to submission to the Governing Board and by the Board President upon formal Board action on the proposed agreement.

The certification is based on the most recent available information on state apportionments, property taxes and other sources of ongoing revenue as well as the most recent reasonable projections of ongoing expense.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement in accordance with the requirements of AB1200, AB2756 and Government Code 3547.5.

The Superintendent and Chief Business Official of the district certify that, based on the best of their knowledge as of the date of this certification, the district will be able to meet the costs incurred under the proposed agreement over the term of the agreement. Furthermore, all necessary adjustments to the current budget have been or will be made in order to provide the funding for the settlement that is outlined in this statement of disclosure.

  
\_\_\_\_\_  
District Superintendent

11-28-17  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chief Business Official

11/15/17  
\_\_\_\_\_  
Date

After public disclosure of the major provisions contained in this Summary, the Governing Board, at its meeting on December 11, 2013 took action to approve the proposed agreement.

\_\_\_\_\_  
President, Governing Board


\_\_\_\_\_  
Date

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:** December 11, 2013

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

**Agenda Item:** F.3

**Subject:** First Interim Report, 2013-2014

**Background Information:** Enclosed is the District's First Interim Report for 2013-2014, which covers the financial and budgetary status of the district for the period ended October 31, 2013.

Education Code Section 4230 requires school districts to prepare interim financial reports each year. The First Interim Report covers the period ending October 31; the Second Interim Report covers the period ending January 31. These financial reports are subject to standards and criteria adopted by the State Board of Education to monitor the fiscal stability of local educational agencies.

The District shall certify whether it is able to meet its financial obligations for the current fiscal year and, based on current forecasts, for the two subsequent fiscal years. A positive certification shall be assigned when a district will meet its financial obligations for the current fiscal year and subsequent two fiscal years. A qualified certification shall be assigned when a district may not meet its financial obligations for the current fiscal year and subsequent two fiscal years. A negative certification shall be assigned when a district will be unable to meet its financial obligations for the remainder of the fiscal year.

**Recommendation:** Recommend approval of the First Interim Report for 2013-2014

**Fiscal Impact:** Positive Budget Certification

DISPOSITION BY BOARD OF EDUCATION

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

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

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT  
2013-14 FIRST INTERIM**

Schedule 1

**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE**

	GENERAL FUND			SPECIAL	CAPITAL	OTHER	DISTRICT
	UNRESTRICTED	RESTRICTED	TOTAL	REVENUE FUNDS Schedule 2	OUTLAY FUNDS Schedule 3	FUNDS Schedule 4	
<b>REVENUES</b>							
Revenue Limit Sources	\$ 184,476,664	\$ 7,896,026	\$ 192,372,690	\$ -	\$ -	\$ -	\$ 192,372,690
Federal Revenues	0	28,471,412	28,471,412	12,789,126	-	-	41,260,538
Other State Revenues	3,803,789	30,812,737	34,616,526	3,615,721	34,322,566	-	72,554,813
Other Local Revenues	2,483,241	18,655,582	21,138,823	1,478,226	455,902	21,310,756	44,383,707
Total Revenues	190,763,694	85,835,757	276,599,451	17,883,073	34,778,468	21,310,756	350,571,748
<b>EXPENDITURES</b>							
Certificated Salaries	76,205,555	33,745,562	109,951,117	2,445,434	-	-	112,396,551
Classified Salaries	21,687,477	19,585,564	41,273,041	6,234,573	1,157,331	70,693	48,735,638
Employee Benefits	42,561,669	21,030,286	63,591,955	2,992,324	514,046	36,653	67,134,978
Books and Supplies	4,828,571	10,373,751	15,202,322	7,142,718	7,652,012	2,400	29,999,452
Services and Other Operating Expenditures	11,393,177	46,187,368	57,580,545	1,093,845	13,375,608	20,801,753	92,851,751
Capital Outlay	853,486	2,855,745	3,709,231	83,000	118,208,475	-	122,000,706
Other Outgo	985,867	-	985,867	-	-	6,230	992,097
Direct/Indirect Support Costs	(2,068,111)	1,536,907	(531,204)	531,204	-	-	-
Total Expenditures	156,447,691	135,315,183	291,762,874	20,523,098	140,907,472	20,917,729	474,111,173
<b>INCREASE OF (DECREASE) IN FUND BALANCE RESULTING FROM OPERATIONS</b>	34,316,003	(49,479,426)	(15,163,423)	(2,640,025)	(106,129,004)	393,027	(123,539,425)
<b>OTHER FINANCING SOURCES AND (USES)</b>							
Interfund Transfers In	-	-	-	3,136,249	-	-	3,136,249
Interfund Transfers Out	(1,131,683)	(4,566)	(1,136,249)	-	(2,000,000)	-	(3,136,249)
Other Sources	-	-	-	-	126,440,086	-	126,440,086
Other Uses	-	-	-	-	-	-	-
Contributions To Restricted Programs	(37,826,135)	37,826,135	-	-	-	-	-
Total Other Financing Sources and Uses	(38,957,818)	37,821,569	(1,136,249)	3,136,249	124,440,086	-	126,440,086
<b>NET CHANGE IN FUND BALANCE</b>	(4,641,815)	(11,657,857)	(16,299,672)	496,224	18,311,082	393,027	2,900,661
<b>BEGINNING FUND BALANCE, JULY 1, 2013</b>	23,376,078	21,983,895	45,359,973	18,907,806	74,508,427	64,741,506	203,517,712
<b>PROJECTED ENDING FUND BALANCE JUNE 30, 2014</b>	\$ 18,734,263	\$ 10,326,038	\$ 29,060,301	\$ 19,404,030	\$ 92,819,509	\$ 65,134,533	\$ 206,418,373

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT  
2013-14 FIRST INTERIM**

Schedule 2

**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE**

**SPECIAL REVENUE FUNDS**

	<b>ADULT EDUCATION</b>	<b>CHILD DEVELOPMENT</b>	<b>CAFETERIA</b>	<b>DEFERRED MAINTENANCE</b>	<b>SPECIAL RESERVE</b>	<b>TOTAL SPECIAL REVENUE FUNDS</b>
<b>REVENUES</b>						
Revenue Limit Sources	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Federal Revenues	342,199	446,927	12,000,000	-	-	12,789,126.00
Other State Revenues	-	2,765,721	850,000	-	-	3,615,721
Other Local Revenues	403,626	115,600	920,000	4,000	35,000	1,478,226
<b>Total Revenues</b>	<b>745,825</b>	<b>3,328,248</b>	<b>13,770,000</b>	<b>4,000</b>	<b>35,000</b>	<b>17,883,073</b>
<b>EXPENDITURES</b>						
Certificated Salaries	1,436,636	1,008,798	-	-	-	2,445,434
Classified Salaries	626,784	963,416	4,644,373	-	-	6,234,573
Employee Benefits	470,273	730,618	1,791,433	-	-	2,992,324
Books and Supplies	149,793	592,143	6,400,782	-	-	7,142,718
Services and Other Operating Expenditures	207,901	30,194	655,750	200,000	-	1,093,845
Capital Outlay	-	-	83,000	-	-	83,000
Other Outgo	-	-	-	-	-	-
Direct/Indirect Support Costs	-	164,647	366,557	-	-	531,204
<b>Total Expenditures</b>	<b>2,891,387</b>	<b>3,489,816</b>	<b>13,941,895</b>	<b>200,000</b>	<b>-</b>	<b>20,523,098</b>
<b>INCREASE OF (DECREASE) IN FUND BALANCE RESULTING FROM OPERATIONS</b>	<b>(2,145,562)</b>	<b>(161,568)</b>	<b>(171,895)</b>	<b>(196,000)</b>	<b>35,000</b>	<b>(2,640,025)</b>
<b>OTHER FINANCING SOURCES AND (USES)</b>						
Interfund Transfers In	1,131,736	4,513	-	2,000,000	-	3,136,249
Interfund Transfers Out	-	-	-	-	-	-
Other Sources	-	-	-	-	-	-
Other Uses	-	-	-	-	-	-
Contributions To Restricted Programs	-	-	-	-	-	-
<b>Total Other Financing Sources and Uses</b>	<b>1,131,736</b>	<b>4,513</b>	<b>-</b>	<b>2,000,000</b>	<b>-</b>	<b>3,136,249</b>
<b>NET CHANGE IN FUND BALANCE</b>	<b>(1,013,826)</b>	<b>(157,055)</b>	<b>(171,895)</b>	<b>1,804,000</b>	<b>35,000</b>	<b>496,224</b>
<b>BEGINNING FUND BALANCE, JULY 1, 2013</b>	<b>2,065,909</b>	<b>157,052</b>	<b>3,711,090</b>	<b>1,304,030</b>	<b>11,669,725</b>	<b>18,907,806</b>
<b>PROJECTED ENDING FUND BALANCE JUNE 30, 2014</b>	<b>\$ 1,052,083</b>	<b>\$ (3)</b>	<b>\$ 3,539,195</b>	<b>\$ 3,108,030</b>	<b>\$ 11,704,725</b>	<b>\$ 19,404,030</b>

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT  
2013-14 FIRST INTERIM**

Schedule 3

**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE**

<b>CAPITAL OUTLAY FUNDS</b>	<b>BUILDING</b>	<b>CAPITAL FACILITIES</b>	<b>COUNTY SCHOOL FACILITIES</b>	<b>SPECIAL RESERVE FOR CAPITAL OUTLAY</b>	<b>TOTAL CAPITAL OUTLAY FUNDS</b>
<b>REVENUES</b>					
Revenue Limit Sources	\$ -	\$ -	\$ -	\$ -	-
Federal Revenues	-	-	-	-	-
Other State Revenues	-	-	34,322,566	-	34,322,566
Other Local Revenues	300,000	68,000	-	87,902	455,902
<b>Total Revenues</b>	<b>300,000</b>	<b>68,000</b>	<b>34,322,566</b>	<b>87,902</b>	<b>34,778,468</b>
<b>EXPENDITURES</b>					
Certificated Salaries	-	-	-	-	-
Classified Salaries	1,157,331	-	-	-	1,157,331
Employee Benefits	514,046	-	-	-	514,046
Books and Supplies	7,272,962	2,000	-	377,050	7,652,012
Services and Other Operating Expenditures	11,617,090	220,500	-	1,538,018	13,375,608
Capital Outlay	106,560,631	-	11,599,844	48,000	118,208,475
Other Outgo	-	-	-	-	-
Direct/Indirect Support Costs	-	-	-	-	-
<b>Total Expenditures</b>	<b>127,122,060</b>	<b>222,500</b>	<b>11,599,844</b>	<b>1,963,068</b>	<b>140,907,472</b>
<b>INCREASE OF (DECREASE) IN FUND BALANCE RESULTING FROM OPERATIONS</b>	<b>(126,822,060)</b>	<b>(154,500)</b>	<b>22,722,722</b>	<b>(1,875,166)</b>	<b>(106,129,004)</b>
<b>OTHER FINANCING SOURCES AND (USES)</b>					
Interfund Transfers In	-	-	-	-	-
Interfund Transfers Out	-	-	-	(2,000,000)	(2,000,000)
Other Sources	126,440,086	-	-	-	126,440,086
Other Uses	-	-	-	-	-
Contributions To Restricted Programs	-	-	-	-	-
<b>Total Other Financing Sources and Uses</b>	<b>126,440,086</b>	<b>-</b>	<b>-</b>	<b>(2,000,000)</b>	<b>124,440,086</b>
<b>NET CHANGE IN FUND BALANCE</b>	<b>(381,974)</b>	<b>(154,500)</b>	<b>22,722,722</b>	<b>(3,875,166)</b>	<b>18,311,082</b>
<b>BEGINNING FUND BALANCE, JULY 1, 2013</b>	<b>55,443,368</b>	<b>2,442,614</b>	<b>9,946,045</b>	<b>6,676,400</b>	<b>74,508,427</b>
<b>PROJECTED ENDING FUND BALANCE JUNE 30, 2014</b>	<b>\$ 55,061,394</b>	<b>\$ 2,288,114</b>	<b>\$ 32,668,767</b>	<b>\$ 2,801,234</b>	<b>\$ 92,819,509</b>

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT  
2013-14 FIRST INTERIM**

Schedule 4

**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE**

<b>OTHER FUNDS</b>	<b>BOND INTEREST AND REDEMPTION</b>	<b>DEBT SERVICE COMPONENT UNIT (COPs)</b>	<b>DEBT SERVICE</b>	<b>SELF INSURANCE</b>	<b>RETIREE BENEFITS</b>	<b>TOTAL OTHER FUNDS</b>
<b>REVENUES</b>						
Revenue Limit Sources	-	-	-	-	-	-
Federal Revenues	-	-	-	-	-	-
Other State Revenues	-	-	-	-	-	-
Other Local Revenues	-	-	-	1,743,000	19,567,756	21,310,756
<b>Total Revenues</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,743,000</b>	<b>19,567,756</b>	<b>21,310,756</b>
<b>EXPENDITURES</b>						
Certificated Salaries	-	-	-	-	-	-
Classified Salaries	-	-	-	70,693	-	70,693
Employee Benefits	-	-	-	36,653	-	36,653
Books and Supplies	-	-	-	2,400	-	2,400
Services and Other Operating Expenditures	-	-	-	2,694,700	18,107,053	20,801,753
Capital Outlay	-	-	-	-	-	-
Other Outgo	6,230	-	-	-	-	6,230
Direct/Indirect Support Costs	-	-	-	-	-	-
<b>Total Expenditures</b>	<b>6,230</b>	<b>-</b>	<b>-</b>	<b>2,804,446</b>	<b>18,107,053</b>	<b>20,917,729</b>
<b>INCREASE OF (DECREASE) IN FUND BALANCE RESULTING FROM OPERATIONS</b>	<b>(6,230)</b>	<b>-</b>	<b>-</b>	<b>(1,061,446)</b>	<b>1,460,703</b>	<b>393,027</b>
<b>OTHER FINANCING SOURCES AND (USES)</b>						
Interfund Transfers In	-	-	-	-	-	-
Interfund Transfers Out	-	-	-	-	-	-
Other Sources	-	-	-	-	-	-
Other Uses	-	-	-	-	-	-
Contributions To Restricted Programs	-	-	-	-	-	-
<b>Total Other Financing Sources and Uses</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>NET CHANGE IN FUND BALANCE</b>	<b>(6,230)</b>	<b>-</b>	<b>-</b>	<b>(1,061,446)</b>	<b>1,460,703</b>	<b>393,027</b>
<b>BEGINNING FUND BALANCE, JULY 1, 2013</b>	<b>48,126,375</b>	<b>1,042,373</b>	<b>560</b>	<b>1,698,615</b>	<b>13,873,583</b>	<b>64,741,506</b>
<b>PROJECTED ENDING FUND BALANCE JUNE 30, 2014</b>	<b>\$ 48,120,145</b>	<b>\$ 1,042,373</b>	<b>\$ 560</b>	<b>\$ 637,169</b>	<b>\$ 15,334,286</b>	<b>\$ 65,134,533</b>

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

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

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**To:** Board of Education **Meeting Date:** December 11, 2013  
**From:** Bill Fay **Agenda Item:** G.1  
Associate Superintendent for Operations  
**Subject:** Update on School Funding Eligibility

**Background Information:**

The District has contracted with School Facility Consultants for school funding eligibility. Mr. Pettler will provide a brief presentation on the possibility of Seismic Funding to the Board.

**Recommendation:** For information only

**Fiscal Impact:** None

DISPOSITION BY BOARD OF EDUCATION

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



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

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

**To:** Board of Education **Meeting Date:** December 11, 2013  
**From:** Bill Fay **Agenda Item:** G.2  
Associate Superintendent for Operations  
**Subject:** Project Status Report

**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
- Construction Status Reports

**Recommendation:**

For information only

**Fiscal Impact:** None

DISPOSITION BY BOARD OF EDUCATION

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

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

# PROJECT STATUS REPORT

## Gompers and LPS Richmond Schools - New Construction

Period Ending: 11/25/2013

**Scope:** New Construction

**Construction Status:**

Architect: HMC Architects  
 Project Manager: Gregory Smith, SGI Construction Management  
 Project Engineer: Gaile Suarez, SGI Construction Management  
 Contractor: Lathrop Construction Associates, Inc.  
 Inspector: Roy Moreno, ABC Inspections, Inc.  
 WCCUSD Mgr: Andrew Mixer

**Contract Status:**

Notice to Proceed:	08/20/2012		
		<b>Original</b>	<b>Approved</b>
Construction Schedule (days):	1,090		
Original Completion Date:	08/15/2015		
Projected Completion:	08/15/2015		

**Buildings:**

Building A	Leadership Public Schools
Building B	Shared Gymnasium
Building C	Gompers High School

**Progress This Period:**

- Building A - Exterior wall framing nears completion, interior wall framing, roof carpentry, curbs, insulation, rough mechanical, electrical, and plumbing.
- Building B - Gym roof sheathing, architectural concrete wall, rough mechanical, electrical, and plumbing.
- Building C - Exterior wall framing continued, rough mechanical, electrical, and plumbing.

**Anticipated Progress Next Period:**

- Building A - Exterior wall mock up, sheathing, interior wall framing, rough mechanical, electrical, and plumbing continues.
- Building B - Architectural concrete walls, roofing, west side stair installation, and metal stud framing.
- Building C - Metal stud framing, rough mechanical, electrical, and plumbing continues.

**Schedule Assessment/Update:**

Construction Duration (Calendar Days):	1,090
Construction Calendar Days Elapsed:	462
Construction Calendar Days Remaining:	628
Percent of Contract Calendar Days Elapsed:	42%
Percent of Construction Completed:	42%

**Percentage of Work Done**                      **42%**                      **Total Project**

**Proposed Changes:**

**General Comment:**

Progress Photos: 11/25/2013



**Building A - Interior Metal Stud Framing**



**Building B - Roofing**



**Building C - Exterior Metal Stud Framing**

# PROJECT STATUS REPORT

## Helms Middle School - Sports Field and Landscaping

### Period Ending: 11/25/2013

**Scope:** Sports Field and Landscaping Project

**Construction Status:**

Architect: Baker Vilar Architects  
 Project Manager: Hector DeLeon, SGI Construction Management  
 Project Engineer: Maria Zupo, SGI Construction Management  
 Contractor: Robert A. Bothman, Inc.  
 Inspector: Brad Williamson, WCCUSD  
 WCCUSD Mgr: Eduardo Donoso

**Contract Status:**

Notice to Proceed:	1/7/2013		
	<b>Original</b>	<b>Approved</b>	<b>Projected</b>
Construction Schedule (days):	395	74	469
Original Completion Date:	02/06/2014		
Projected Completion:	4/21/2014		

**Buildings:**

Building 1	Boys & Girls Restrooms
Building 2	Storage Building
Building 2	Community Center Pad Prep.

**Progress This Period:**

- Landscaping is nearing completion with 90% of the trees planted.
- No mow fescue (grasses) have been laid on the southern perimeter adjacent to the creek area.
- The infiltration planters curbing is complete between the community center and the basketball courts.
- The Futsal fields class II permeable rock is installed and surveyed.

**Anticipated Progress Next Period:**

- Installation of the synthetic Futsal Field on the southeastern portion of the project.
- Completion of site furnishing, basketball poles and backboards.
- Paving the remainder of the site and the parking lot of the Community Center.

**Schedule Assessment/Update:**

Construction Duration (Calendar Days):	469
Construction Calendar Days Elapsed:	331
Construction Calendar Days Remaining:	138
Percent of Contract Calendar Days Elapsed:	70%
Percent of Construction Completed:	72%

**Percentage of Work Done** **72%** **Total Project**

**Proposed Changes:**

Additional irrigation heads have been installed to irrigate two cork oaks at the southeastern bio swale area.

**General Comment:**

Progress Photos: 11/25/2013



Landscaping completed at the southwestern bio swale



Concrete flatwork between Community Center and Gym ready for pour



Baseball backstop and class II perm base rock for synthetic turf

# PROJECT STATUS REPORT

## Kennedy High School - Science Wing Renovation

Period Ending: 11/25/2013

**Scope:** Science Wing Renovation

**Construction Status:**

Architect: Powell & Partners  
 Project Manager: Herman Blackmon Jr., Amanco, Inc.  
 Project Engineer:  
 Contractor: BHM Construction  
 Inspector: Brad Williamson  
 WCCUSD Mgr: Andrew Mixer

**Contract Status:**

Notice to Proceed:	9/16/2013	<b>Original</b>	<b>Approved</b>	<b>Projected</b>
Construction Schedule (days):	365			
Original Completion Date:	9/17/2014			
Projected Completion:	6/20/2014			

**Buildings:**

Building 400                  Kennedy High School

**Progress This Period:**

- Hard Demo and Removal
- Roof Framing and Curbs
- HVAC and Skylights
- Shear Wall Hanging - in-progress
- Roof Ply In-fills - in-progress
- MEP Rough-in - in-progress
- Rebar and Footings - on-going
- Water Stops - in-progress
- Installed TS Columns
- Added Isolation Valve

**Anticipated Progress Next Period:**

- Install Crickets on Roof
- Concrete Curbs and Slabs In-fills
- Roofing
- Ceiling Insulation

**Schedule Assessment/Update:**

Construction Duration (Calendar Days):	365
Construction Calendar Days Elapsed:	70
Construction Calendar Days Remaining:	295
Percent of Contract Calendar Days Elapsed:	19%
Percent of Construction Completed:	32%

<b>Percentage of Work Done</b>	<b>32%</b>	<b>Total Project</b>
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**Proposed Changes:**

**General Comment:**

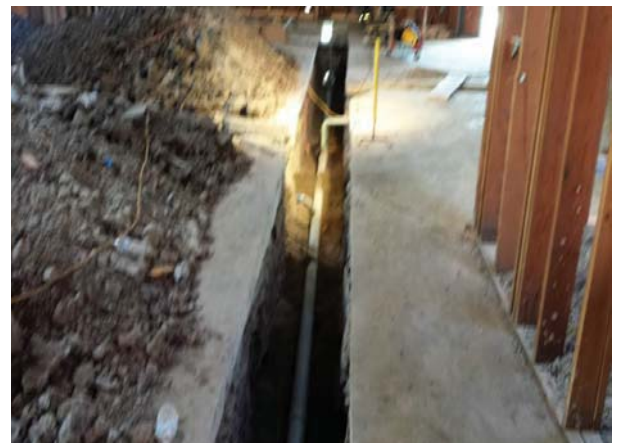
Progress Photos: 11/25/2013



**Roof Framing**



**Poured Footings & Dowels**



**Waste Line**

# PROJECT STATUS REPORT

Ohlone Elementary School - West Campus

Period Ending: 11/25/2013

**Scope:** Ground up Construction of 2 buildings, landscaping and play grounds. Phase I & II.

**Construction Status:**

Architect: Powell & Partners  
 Project Manager: Sonya Perkins, SGI Construction Management  
 Project Engineer: Paul Orr, SGI Construction Management  
 Contractor: Zovich & Sons Construction Company  
 Inspector: Mark Eriksen  
 WCCUSD Mgr: Ferdinand Fergeire

**Contract Status:**

Notice to Proceed: 08/01/2011

	Original	Approved	Projected
Construction Schedule (days):	720		1,151
Original Completion Date:	7/21/2013		
Projected Completion:	6/30/2014		

**Buildings:**

Bldg. A New Construction- 2 Story Bldg. / Admin & Classrooms  
 Bldg. B Classrooms & Restrooms

**Progress This Period:**

- Building A:
- Continue forms and pour curbs gutters & flatwork around site.
  - Installation of site furnishings, tile, drywall, railings at stairways, acoustical panels & trim, electrical fixtures & trim, and covered walkway.
- Building B:
- Install light fixtures & trim, acoustical panel & trim, casework, form & pour ramp/stairs on Southwest and mecho shades mock up.

**Anticipated Progress Next Period:**

- Buildings A & B:
- Finish all hardscape and prepare for asphalt in December.
  - Continue interior finishes (flooring, cabinets, wall panels, ceiling tiles, plumbing fixtures) commissioning/power/hvac.

**Schedule Assessment/Update:**

Construction Duration (Calendar Days):	720
Construction Calendar Days Elapsed:	618
Construction Calendar Days Remaining:	102
Percent of Contract Calendar Days Elapsed:	85%
Percent of Construction Completed:	78%

**Percentage of Work Done**                      **78%**                      **Total Project**

**Proposed Changes:**

**General Comment:**

Progress Photos: 11/25/2013



**Building A - Casework & Finishes**



**Covered Walkway from Building A to B**



**Building B - Restroom Partitions/Tile/Fixtures Installation**

# PROJECT STATUS REPORT

## Pinole Valley High School - Detention Basin

Period Ending: 11/25/2013

**Scope:** Detention Basin

**Construction Status:**

Architect: WLC Architects  
 Project Manager: Rod Sias, SGI Construction Management  
 Project Engineer: Supriya Shrestha, SGI Construction Management  
 Contractor: Bay Cities Paving & Grading  
 Inspector: Mark Eriksen  
 WCCUSD Mgr: Eduardo Donoso

**Contract Status:**

Notice to Proceed:	11/12/2013		
		<b>Original</b>	<b>Approved</b>
Construction Schedule (days):	131		
Original Completion Date:	3/22/2014		
Projected Completion:	3/22/2014		

**Buildings:**

Phase 1                      Detention Basin

**Progress This Period:**

- Phase 1 Demolition and Grading - IN PROGRESS.
- Excavations and Detention Basin - IN PROGRESS.
- Site Survey & Stake - COMPLETED.
- Prepared fill Areas for North and West slopes - IN PROGRESS..
- Placement of fill in North & West slopes - IN PROGRESS.

**Anticipated Progress Next Period:**

- Place bedding and perforated pipe in Basin.
- Manhole installation at SD Basin.
- Pothole POC at SS Tie-in.
- Install Sanitary Sewer Main.
- Install SS MH's and structures.

**Schedule Assessment/Update:**

Construction Duration (Calendar Days):	131
Construction Calendar Days Elapsed:	10
Construction Calendar Days Remaining:	121
Percent of Contract Calendar Days Elapsed:	7%
Percent of Construction Completed:	7%

**Percentage of Work Done                      7%                      Total Project**

**Proposed Changes:**

**General Comment:**

Progress Photos: 11/25/2013



**Saturated due to Rain Event**



**Excavation for Detention Basin**



**Placement of fill in North & West slopes**

# PROJECT STATUS REPORT

Portola Middle School - New Campus

Period Ending: 11/22/2013

**Scope:** New Campus Project

**Construction Status:**

Architect: HY Architects  
 Project Manager: Jose Chapa, SGI Construction Management  
 Project Engineer: Rene Barrera, SGI Construction Management  
 Contractor: Arntz, Builders, Inc.  
 Inspector: Steve Cayson  
 WCCUSD Mgr: Ferdie Vergeire

**Contract Status:**

Notice to Proceed:	5/13/2013	<b>Original</b>	<b>Approved</b>	<b>Projected</b>
Construction Schedule (days):	960			
Original Completion Date:	12/29/2015			
Projected Completion:	12/29/2015			

**Buildings:**

**Progress This Period:**

- Building B Footings & Rebar 75%.
- Building A interior rough carpentry 70%.
- Building A exterior shear walls 20%.
- Lowering of Building A Basement Slab & Footings 90%.
- Building A alley main utility installation 10%.
- Building D Footings 52%.
- Installation of Main RWL & SS between C & B 47%.
- Building C step footing excavation 90%.

**Anticipated Progress Next Period:**

- Installation of Sanitary Sewer & Water Line on zone 2.
- Pour & strip footings for Building B.
- Pour & Strip footings for Building D.
- Building A alley main utility installation 50%.
- Building C set footing rebar & 2nd floor footing excavation.
- Building A Roofing.
- Building A exterior shear walls & Facia.
- Building D structural steel.

**Schedule Assessment/Update:**

Construction Duration (Calendar Days):	960
Construction Calendar Days Elapsed:	192
Construction Calendar Days Remaining:	768
Percent of Contract Calendar Days Elapsed:	20%
Percent of Construction Completed:	16%

**Percentage of Work Done**                      **16%**                      **Total Project**

**Proposed Changes:**

**General Comment:**

Progress Photos: 11/22/2013



**Building B - Footings**



**Building D - Footings Concrete Pour**



**Building C - Step Footing Excavation**