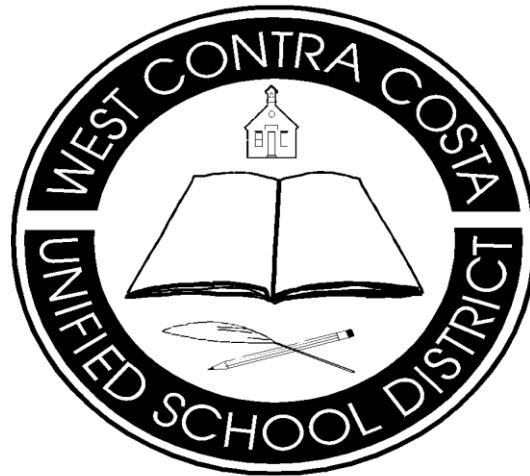


**WEST CONTRA COSTA
UNIFIED SCHOOL DISTRICT**

BOARD OF TRUSTEES



MISSION STATEMENT

WCCUSD, in partnership with the community, serves the whole child, preparing every student to succeed in higher education, career, and life by pairing high quality academics with social, emotional, and wellness support.

“Whole Child, Whole Community”

MEETING OF
August 13, 2014

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
MEETING AGENDA
AUGUST 13, 2014**

BOARD AGENDA PACKETS AND INFORMATION:

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

Complete Board agendas and packets are available online at: www.wccusd.net.

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

VIEWING THE BOARD MEETINGS:

Television:

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

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

Audio 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.

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.

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

B. OPENING PROCEDURES

- B.1 Pledge of Allegiance**
- B.2 Welcome and Meeting Procedures**
- B.3 Roll Call**
- B.4 Report/Ratification of Closed Session**
- * **B.5 Agenda Review and Adoption (Public Comment)**
- * **B.6 Minutes: July 23, 2014**
- * **B.7 Request to Address the Board – Alison Wohlgenuth & Urban Nutrition Initiative**
- * **B.8 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 August 13, 2014.

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 August 13, 2014.

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 2014-2015 school year are summarized, dated August 13, 2014.

Recommendation:
Recommend Approval

Fiscal Impact:
Additional revenue for schools

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

Comment:
The summaries of Payroll and Vendor Warrants issued during the month of July 2014 are provided:

Total of payroll warrants (July 2014):	\$ 4,220,234
Total of vendor warrants accrual (2013-2014):	\$ 22,915,323
Total of vendor warrants (July 2014):	\$ 11,200,074

Recommendation:
Recommend approval of the payroll and vendor warrant reports

Fiscal Impact:
As noted above

***CI C.5 Contracts**

Comment:
Permission is requested of the Board of Education to approve the following contracts as detailed, dated August 13, 2014.

Recommendation:
Recommend Approval

Fiscal Impact:
As noted per contracts summary

***CI C.6 Community Budget Advisory Committee Amended Member Ratification**

Comment:

This is an amendment to reflect the filling of the vacant position held by a Classified employee. Carolyn Wendell will be filling the position. The committee roster is subject to ratification by the School Board at a regular Board of Education meeting. Pending ratification, below is a complete list of the committee members and term dates.

COMMUNITY BUDGET ADVISORY COMMITTEE - MEMBERS			
MEMBER NAME	MEMBER TYPE	VOTING STATUS	TERM ENDING
Juan Martinez	Business Leader	Voting	June 30, 2015
Sonia Bustamonte	Parent	Voting	June 30, 2015
Ken Ryan	Community Member	Voting	June 30, 2016
Elizabeth Bundschu-Mooney	Teacher	Voting	June 30, 2016
Carolyn Wendell	Classified	Voting	December 31, 2014
Paul Shatswell	Principal	Voting	December 31, 2014
Eduardo Martinez, Chair	Community Member	Voting	December 31, 2014
Antonio Medrano	Community Member Alternate	Voting	December 31, 2014
Fatima Alleyne	Parent Alternate	Voting	June 31, 2015
Mariam Alam	Community Member/Parent Alternate	Voting	June 30, 2015
Todd Groves	Board Member	Non-Voting	
Sheri Gamba	Business Services	Non-Voting	
Germaine Quiter	Business Services	Non-Voting	

*New term effective July 1, 2014

Recommendation:

Recommend Approval

Fiscal Impact:

None

***CI C.7 July 2014 Refunding Bonds Cost of Issuance**

Comment:

Pursuant to Section 53509.5 of the California Government Code, after the sale of refunding bonds, the Board must present information to the public about the costs of the issuance at its next scheduled public meeting. This item presents the costs of the District’s recent issuance of refunding bonds to the public in compliance with State law.

On July 24, 2014, the District sold its General Obligation Bonds, 2014 Series A in the aggregate principal amount of \$77,460,000 to Piper Jaffray & Co. and Backstrom McCarley Berry & Co. LLC. The refunding reduced the burden on District taxpayers in accordance with the Board’s Refunding Policy, adopted on April 24, 2013, and helped the District maintain its tax rates at levels promised to the taxpayers. Through the issuance of the refunding bonds, the District saved its taxpayers \$10.3 million

over the full term of the bonds, or \$9.6 million in present value savings. This item presents the costs associated with the issuance of the refunding bonds to the public in accordance with Section 53509.5 of the California Government Code.

Recommendation:

That the Board present to the public the itemized costs of the issuance of the refunding bonds in compliance with State law. For information only.

Fiscal Impact:

Cost of Issuance to be paid from bond proceeds of \$860,745.02.

***CI C.8 Certificated Board Authorization - Education Code 44328 – District Interns**

Comment:

The California Education Code 44328 allows a district intern to earn a preliminary teaching credential in the same manner as applicants recommended for credentials by institutions that operate approved programs of professional preparation. The credential will be granted if approved by the governing board of a district unless the commission determines that substantial evidence exists that a person is unqualified to teach.

The candidates listed have successfully completed the intern process and are recommended to the governing board for approval to receive a preliminary credential.

Recommendation:

Recommend Approval

Fiscal Impact:

None

***CI C.9 Certificated Board Authorization - Education Code 44258.3 – Waivers and Consent**

Comment:

Ed Code 44258.3 allows the Governing Board of a school district to authorize the holder of credentials in the following areas: multiple subject, standard elementary, single subject, and standard secondary, with his or her consent, to teach departmental classes in grades K-12 provided the teacher has adequate knowledge of subject matter.

Recommendation:

Recommend Approval

Fiscal Impact:

None

***CI C.10 Certificated Provisional Internship Permit (PIP) Request(s)**

Comment:

The Provisional Internship Permit (PIP) was created in response to the phasing out of emergency permits and became effective on July 1, 2005. It allows an employing agency to hire an individual who

has not yet met the subject matter competence requirement needed to enter an internship program. Prior to requesting a PIP, the employing agency must verify that a diligent search has been made, and a fully credentialed teacher cannot be found. The PIP is issued for one (1) year and is renewable one time only provided the teacher has taken all appropriate subject matter examinations, but has not yet passed those tests.

Recommendation:

Recommend Approval

Fiscal Impact:

None

***CI C.11 Approve the following New Job Description: Associate Superintendent of Facilities, Maintenance, Operations and Bond Program**

Comment:

This job description has been updated to reflect the tasks, duties and responsibilities of the position.

Recommendation:

Recommend Approval

Fiscal Impact:

None

***CI C.12 Benito Juarez Elementary (formerly Richmond Charter Elementary) Special Education and Operating Memoranda of Understanding (MOU)**

Comment:

On September 13, 2013 the District received a petition from Amethod founders for a charter elementary school to open in the fall of 2013.

On October 2, 2013, founders presented at a hearing to determine public support for the Richmond Charter Elementary, now called Benito Juarez Elementary.

On November 6, 2013, the WCCUSD Board conditionally approved the Charter petition, pending amelioration of deficiencies within a 70 day time period. The Amethod leadership provided additional information as specified in the findings of fact.

Recommendation:

That the Board approve both the Special Education and Operation Memoranda of Understanding with Benito Juarez Elementary.

Fiscal Services:

Charter fee of 1% and Special Education encroachment fee

***CI C.13 Facilities Use Agreement (FUA) for Caliber Beta Academy**

Comment:

On November 1, the Caliber Beta Academy, a county sponsored charter school that will open in fall of 2014 for the students from the West Contra Costa Unified School District, submitted a Proposition 39 request for facilities to serve 310 students. Proposition 39 (Education Code Section 47614) requires school districts to make “reasonably equivalent” facilities available to charter schools upon request.

Once preliminary agreement was reached between the District and Caliber founders, ground was broken at the Stege Elementary site on or about June 16. The District is providing 17 portable buildings, including: 12 classrooms. Portables are also provided for Special Education delivery of services, office, staff room and storage, rest room, and a Multi-Purpose Room.

Recommendation:

Approve fulfillment of district proposition 39 request to provide facilities to Caliber Beta Academy, as required by Education Code 47614.

Fiscal Impact:

\$475,448.69 from Fund 40 for building offset from charter school 2% fees

***CI C.14 Manzanita Special Education and Operational Memoranda of Understanding (MOU)**

Comment:

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

The charter was conditionally renewed by the Board on May 12, 2010 for a five year term ending 2015. This is to ratify the Special Education Memorandum of Understanding (MOU) between West Contra Cost Unified School District and Manzanita Charter School which defines the terms of operation.

Recommendation:

That the Board approve the Special Education and Operational Memoranda of Understanding with Manzanita Charter School.

Fiscal Impact:

Charter fee of 1% and Special Education encroachment fee

***CI C.15 Approval of Negotiated Change Orders – M&O**

Comment:

Staff is seeking approval of Change Orders on the following current District construction projects: Collins ES Floor and Door Hardware; Shannon ES Miscellaneous Repairs. Change Orders are fully executed by the District upon signature by the Superintendent’s designee. Board approval 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 approving 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 to have this work completed by the contractor on the project.

Recommendation:

Approve negotiated Change Orders as noted

Fiscal Impact:

Total approval by this action: \$8,560.00

***CI C.16 Approval of Negotiated Change Orders**

Comment:

Staff is seeking approval of Change Orders on the following current District construction projects: Pinole Valley HS Interim Campus; Ohlone ES Interim Campus; Bayview & Vista Restroom Renovation; Ohlone ES Phase I New Classrooms; Gompers/LPS New Schools; El Cerrito HS Stadium; Helms MS Sports Field & Landscaping; Pinole Valley HS Interim Campus Portable Lease; Montalvin ES Classroom Building. Change Orders are fully executed by the District upon signature by the Superintendent's designee. Board approval 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 approving 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:

Approve negotiated Change Orders as noted.

Fiscal Impact:

Total approval by this action: \$837,241.80

***CI C.17 Citizens' Bond Oversight Committee (CBOC) Reappointment: Tom Waller Reappointed by the Business Organization**

Comment:

The Board of Directors of the Richmond Chamber of Commerce has recommended Mr. Tom Waller be reappointed to the Citizens' Bond Oversight Committee.

Recommendation:

Approve reappointment as noted

Fiscal Impact:

None

***CI C.18 Ratification of Staff Awarded Contract: Kennedy High School Health Clinic Project**

Comment:

Hamilton + Aitken Architects have prepared plans and specifications for the project. Scope of work includes: construction of exam rooms, health clinic lab, health educator's office, registration office, waiting area and conference room; conversion of child care toilet room to adult toilet room; replacement of glazing at existing windows; adaption of existing heating and ventilation units to new space; provision of power, data, communications and fire alarm to clinic area.

The District conducted a public bid process for the project. Bids were opened on August 5, 2014. Two contractors submitted bids, Streamline Builders \$393,000; B Bros Construction, Inc. \$495,300. The apparent lowest responsive, responsible bidder is Streamline Builders.

Recommendation:

Ratify the award to the lowest responsive, responsible bidder at the expiration of the bid protest period.

Fiscal Impact:

Grant secured by Contra Costa County for \$500,000

***CI C.19 Ratification of Staff Awarded Contract: Ohlone Elementary School Playground & Parking Lot Completion Project**

Comment:

The District conducted a public bid process for the project. Bids were received on July 1, 2014. Four contractors submitted bids: CWS Construction \$699,000; Maggiora & Ghilotti, Inc. \$794,497; BHM Construction, Inc. \$878,300; WR Forde Associates \$957,000. On July 1, 2014, CWS Construction withdrew its bid. The apparent lowest responsive, responsible bidder was Maggiora & Ghilotti, Inc.

On July 9, 2014, the BOE ratified the Award of Contract to Maggiora & Ghilotti, Inc. Thereafter, on July 17, 2014, Maggiora & Ghilotti, Inc. requested that it be relieved from its bid on the basis of an inadvertent clerical error. This request was deemed untimely because it was made nine (9) days after the statutory timeline permitted for relief from a bid based on an error. Specifically, PCC §5103 provides relief from bids if notice of the mistake or error is provide within five (5) working days after the opening of the bids. In this matter, Maggiora & Ghilotti had until July 9, 2014 to request relief from its bid based on an error.

Thereafter, on July 18, 2014, Maggiora & Ghilotti, Inc. sent the District notice of its "declination of award." Maggiora & Ghilotti, Inc. specifically requested that the District "take the appropriate action to award the project to the next responsible bidder."

As a result of Maggiora & Ghilotti, Inc.'s declination of award, on July 24, 2014, the District issued a Demand for Payment of Bid Bond against Maggiora & Ghilotti, Inc. and reissued the Notice of Award to BHM Construction, Inc.

Recommendation:

Rescind previous Ratification of Award of Contract to Maggiora & Ghilotti, Inc. and ratify the award to the lowest responsive, responsible bidder: BHM Construction, Inc.

Fiscal Impact:

\$878,300, funded from Bond Fund.

***CI C.20 Ratification of Staff Awarded Contract: Pinole Valley High School Hillside Stabilization Project**

Comment:

WLC Architects has prepared plans and specifications for the project. Scope of work includes: selective demolition and construction necessary for the Hillside Stabilization, including associated geotechnical, civil, structural, and/or landscaping work as indicated in the Drawings and geotechnical report and Specifications. The Project will be phased into two increments, Increment 1 - Pier Shoring Work and Increment 2 - Excavation, Compaction, Subgrade Storm Drainage and Landscape Hydro Seed Planting.

The District conducted a public bid process for the project. Bids were opened on July 30, 2014. Six contractors submitted bids, Ghilotti Construction Company \$1,722,600; Bay Cities Paving and Grading, Inc. \$1,932,300; Jim Freethy Excavating, Inc. \$1,988,502; JUV Inc, \$2,790,000; Evans Brothers, Inc. \$2,895,800; Ghilotti Bros, Inc. \$2,947,000. The apparent lowest responsive, responsible bidder is Ghilotti Construction Company.

Recommendation:

Ratify the award to the lowest responsive, responsible bidder at the expiration of the bid protest period.

Fiscal Impact:

\$1,722,600. Funded from Bond Fund.

***CI C.21 Approve Measure J and D 2010, Measure E 2012, Bond Program Budget Expenditure Authorization**

Comment:

The District needs to update the Bond Program Budget to accommodate updated anticipated project costs, based on recently received bids. The expenditure authorization worksheet includes these proposed adjustments.

Several other current construction estimates exceed the approved project budgets; therefore an ongoing reconciliation will be needed as projects are bid, closed out, and/or additional expenditures are incurred.

Recommendation:

Approve Bond Program budget expenditure authorization

Fiscal Impact:

Updated budgets for Bond Program

***CI C.22 Approval of Board Member Travel**

Comment:

Board Bylaw 9250 stipulates members of the board shall be reimbursed for allowable expenses incurred in attending any meetings or in making any trips on official business of the school district when so authorized

in advance by the Board of Education. (Education Code 35044). Board members have expressed interest in attending the following:

- The New York Times Schools for Tomorrow Conference, New York, NY September 8-9, 2014
- C.A.S.H. Fall Conference, Newport Beach, CA October 28-29, 2014
- 44th Black Caucus Annual Legislative Conference, Washington D.C., September 24-27, 2014

Expenses including registration, travel and food are budgeted and there is sufficient funding within that budget.

Recommendation:

Recommend Approval

Fiscal Impact:

General Fund

***CI C.23 Meeting Schedule Dates for 2014-15**

Comment:

Board Policy 9100 requires that the Board set the calendar of meetings for the calendar year at its December organizational meeting. Yet for planning and communication purposes, it would be unwise to wait until December each year to set the meeting dates for the first few months of the new calendar year. While the Board would certainly have the authority to change meeting dates, as it does at any time, it is important to establish dates for the calendar year 2015.

Currently, the Board is scheduled to meet on the following dates in 2014:

September	3	17
October	1	15
November	5	19
December	17	

Recommendation:

That the Board modify the schedule to change the November 5, 2014 meeting to November 12, replace the November 19, 2014 meeting with one on December 10 and approve the dates for the first half of 2015.

The upcoming Board meeting calendar would become:

September	3	17
October	1	15
November	12	
December	10	17
January	7	21
February	11	
March	4	18
April	1	22
May	6	20
June	10	24

Fiscal Impact:

None

***CI C.24 Renaming Portions of El Cerrito High School**

Comment:

At the July 23, 2014 meeting, members of the El Cerrito High School Archiving Project proposed the Board name portions of the school in honor of worthy teachers from the past. Four members of the project presented their rationale for naming the press box in the stadium after Sandy Berman, the performing Arts Theater after Dr. Sam Elkind, the football field after Frank Milo, and the track after Hale Roach.

Board Policy 7310 governs the process for renaming a WCCUSD facility or section of a facility. That policy states:

The Governing Board shall use the following criteria in naming buildings, parts of buildings or athletic fields in honor of the contributions of students, staff members and community members. The criteria shall include:

- 1. Individuals, living or deceased, who have made outstanding contributions to the WCCUSD or the educational community; or*
- 2. Individuals, living or deceased, who have made contributions of state, national or worldwide significance.*
- 3. Recognition of the geographic areas in which the school or building is located.*
- 4. No school facility will be given the name of a commercial development unless the name existed in the area prior to the development.*
- 5. The renaming of existing schools or major facilities shall occur only under extraordinary circumstances and after thorough study.*

The process for a renaming begins with the appointment of two members of a Board subcommittee who will consider the name change after reviewing community input.

Recommendation:

That the Board appoint Randy Enos and Madeline Kronenberg to consider the proposal and bring a recommendation back to the Board by the first meeting in October.

Fiscal Impact:

To be determined

***CI C.25 Approval of District's Response to Grand Jury Report on the California Public Records Act**

Comment:

In early June, the Contra Costa County Grand Jury released a report titled, "The Public Records Act in Contra Costa County: Letting the Sun Shine In." Most public agencies in Contra Costa County were required to respond to the Report.

According to California Penal Code §933(c), the District must respond to the presiding judge of the superior court on the findings and recommendations of the Report. California Penal Code §933.05(a) and (b) outline the responses expected from a responding entity to the Report's findings and recommendations.

In response to the recommendations made in the Report, the District will analyze the feasibility of adopting a policy similar to the county’s Better Governance Ordinance, train all employees responsible for adhering to the California Public Records Act by the end of the 2014-15 school year, and continue to place certain public records and supporting documents for public meetings on the District website, www.wccusd.net.

The Grand Jury Report and the District’s response are provided.

Recommendation:

That the Board approve the District’s response to Grand Jury Report No. 1405.

Fiscal Impact:

None

D. AWARDS, RECOGNITIONS, AND REPORTS

*** D.1 July 2014 Refunding Bond Sale Report**

Comment:

Through the issuance of the refunding bonds, the District saved its taxpayers \$10.3 million over the full term of the bonds, equal to approximately \$9.6 million of present value savings or 11.1% of bonds refunded. The savings achieved through the refunding far exceeded the District’s threshold for the issuance of refunding bonds.

The District’s Finance Team including representatives from the firms as noted will be present to review the successful sale and answer any questions the Board may have regarding the refunding.

KNN Public Finance
Piper Jaffray & Co.
Backstrom McCarley Berry & Co., LLC
Nixon Peabody LLP

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 Subcommittee
United Teachers of Richmond
West Contra Costa Administrators Association
Youth Commission

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

F. ACTION ITEMS

* **F.1 Masterplan for English Learners**

Comment:

Over the 2013-14 school year, the West Contra Costa Unified School District has developed a new Masterplan for English Learners. The Board of Education did an initial reading of the draft masterplan at the June 25 board meeting.

Staff will present the EL masterplan to the Board of Education for approval.

The plan includes information in the following areas: Identification, Assessment and Program Placement, Instructional Programs, Monitoring of Student Progress, Reclassification, Staffing and Professional Development, Parent and Community Involvement, and Evaluation and Accountability.

The plan will be provided under separate cover and on the District's website at www.wccusd.net.

Recommendation:

That the Board approve the District's Masterplan for English Learners

Fiscal Impact:

\$2.6 Million (\$1.6 Million = Concentration/Supplemental and \$1Million = state/federal grants)

* **F.2 Resolution 15–1415: Resolution requesting the Contra Costa Board of Supervisors to establish tax rates for bonds of West Contra Costa Unified School District which are outstanding or expected to be sold during Fiscal Year 2014-15**

Comment:

The District currently has bonds outstanding under six separate voter approved GO bond authorizations. Each bond authorization has its own tax rate target based on the tax rate statement presented to voters at the time of election. Due to the unprecedented decline in tax base in 2009/2010 and 2010/2011, there have been tax rate concerns for three existing bond authorizations: the 2000 Measure M, 2002 Measure D, and 2005 Measure J. Despite the tax base declines, District Board of Education has made it a priority to maintain tax rates at or below the targeted levels to the extent possible consistent with the principles of prudent debt management. Through a number of proactive initiatives over the last several years, the District has been able to be at or below the tax targets for every single authorization in every single year.

In early July, the County Assessor released preliminary assessed values for 2014/2015. The information we received from the County Assessor indicated that the assessed valuation for the District increased by approximately 10.8% between 2013/2014 and 2014/2015. Despite the increase in assessed values, the District continues to face uncertainty in connection with the general economic climate and the Chevron appeals process over the next several years. To the extent possible, the District would like to stay within the tax targets presented to the voters at the time of each of the elections. We believe that setting up the reserve has been a key factor in allowing the District to meet this goal over the last several years in a difficult economic environment.

The District is requesting that the county set the 2013/2014 tax rates at the targeted levels of \$55.60 per \$100,000 in assessed value for 2000 Measure M bonds, \$60.00 per \$100,000 in assessed value for 2002 Measure D bonds, \$60.00 per \$100,000 of assessed value for 2005 Measure J bonds. The District plans to issue its second series of 2012 Measure E bonds and its third series of 2010 Measure D bonds in late February or early March. The District desires to structure these bonds to achieve the 2014/2015 tax rate of \$48.00 per \$100,000 of assessed value. The District is requesting that the county set the tax rate at \$48.00 per \$100,000 for the 2010 Measure D and 2012 Measure E bonds.

The 1998 Measure E bonds will continue to be well below the target maximum rate. Last year, the tax rate was \$10.20 per \$100,000 of assessed value which is below the target tax rate of \$26.40.

Recommendation:

Approval of Resolution No. 15-1415 requesting the Contra Costa County Board of Supervisors set tax rates for the district's GO bonds.

Fiscal Impact:

Establish rates for debt service payments

G. DISCUSSION ITEMS

*** G.1 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
- Demolition of Adams Middle School
- Disposition of Seaview Elementary Building

Recommendation:

For Information Only

Fiscal Impact:

None

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

I. COMMENTS OF THE BOARD OF EDUCATION AND SUPERINTENDENT

J. THE NEXT SCHEDULED BOARD OF EDUCATION MEETING

Lovonya DeJean Middle School – September 3, 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 (*).

A. CLOSED SESSION

A.1 CALL TO ORDER

A.2 DISCLOSURE OF ITEMS TO BE DISCUSSED IN CLOSED SESSION
(Government Code 54957.7)

A.3 RECESS TO CLOSED SESSION AS SCHEDULED

See Exhibit A

(Government Code Section 54954.5)

The **Open Session** will resume at the end of the **Closed Session** in the Multi-Purpose Room at approximately 6:30 PM.

EXHIBIT A

(Government Code Section 54954.5)

CLOSED SESSION AGENDA

August 13, 2014

1. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

2. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION

[Government Code Section 54956.9(d)(1)]

- a. WCCUSD v. Orrick
- b. Palmer and Pollack v. WCCUSD
- c. California Charter School Association v. WCCUSD

3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION/SIGNIFICANT EXPOSURE TO LITIGATION

[Government Code Section 54956.9(d)(2) or (d)(3)]

Six cases

4. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION/INITIATION OF LITIGATION

[Government Code Section 54956.9(d)(4)]

5. LIABILITY CLAIMS (Government Code Section 54956.95)

6. 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

7. PUBLIC EMPLOYEE APPOINTMENT

Principal
Vice Principal
Director of Community Engagement
Coordinator of Educational Services

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

9. STUDENT DISCIPLINE (Education Code Section 35146)

Expulsions

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

11. REPORT OF CLOSED SESSION ACTIONS

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

Agenda Item B.6

July 23, 2014

A. CLOSED SESSION

B. OPENING PROCEDURES

President Ramsey called the meeting to order at 6:00 P.M. The Board recessed into Closed Session. President Ramsey called the Public Session to order at 6:32 P.M.

B.1 Pledge of Allegiance

President Ramsey led the pledge of allegiance.

B.2 Welcome and Meeting Procedures

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

B.3 Roll Call

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

Board Members Absent: Randall Enos

Staff Present: Magdy Abdalla, Engineering Officer; Steve Collins, SELPA Director; Martin Coyne, Executive Director Bond Finance; Linda Delgado, Coordinator Educational Services; Cliff Dorton, Electronics Technician; Otilia Espinoza, Translator; Sheri Gamba, Associate Superintendent Business Services; Wendell Greer, Associate Superintendent K-Adult Schools; Rhonda Haney, Director Title IX Educational Equity; Bruce Harter, Superintendent; Debbie Haynie, Executive Secretary; Keith Holtslander, Director Facilities & Construction; Mary Phillips, Chief Technology Officer; Nia Rashidchi, Assistant Superintendent Educational Services; Marcus Walton, Communications Director; Ken Whittemore, Assistant Superintendent Human Resources

B.4 Report/Ratification of Closed Session

Superintendent Harter asked the Board to ratify action taken in Closed Session to appoint the following administrators:

Jessica Petrilli, Interim Principal Helms Middle School
Greg Whaling, Interim Assistant Principal Helms Middle School
Rocio Reyes, Interim Instructional Specialist Helms Middle School
Nicole Ruiz, Assistant Principal Adult Education
Melissa Filbin, Vice Principal Peres Elementary School

MOTION: Ms. Kronenberg moved approval of action taken in Closed Session to appoint the noted administrators. Mr. Groves seconded. Mr. Groves, Ms. Merriweather, Ms. Kronenberg, and President Ramsey voted yes, with no abstentions and Mr. Enos absent. Motion carried 4-0-0-1.

B.5 Agenda Review and Adoption

President Ramsey asked that items D.1 and G.1 be moved up on the agenda to follow B.6.

MOTION: Mr. Groves moved approval of the agenda as amended. Ms. Kronenberg seconded. Mr. Groves, Ms. Merriweather, Ms. Kronenberg, and President Ramsey voted yes, with no abstentions and Mr. Enos absent. Motion carried 4-0-0-1.

B.6 Minutes: June 25, 2014; July 9, 2014

MOTION: Mr. Groves moved approval of the Minutes of June 25, 2014 and July 9, 2014. Ms. Merriweather seconded. Mr. Groves, Ms. Merriweather, Ms. Kronenberg, and President Ramsey voted yes, with no abstentions and Mr. Enos absent. Motion carried 4-0-0-1.

D.1 Recognition of Coach Jim Ulversoy

Mr. Greer introduced Coach Jim Ulversoy who has been named California Interscholastic Federation Water Polo Coach of the Year for 2014. Mr. Ulversoy has been coaching at Pinole Valley High School since 1980 winning three boys' and two girls' championship titles. Coach Ulversoy commended those who support him and assist in maintaining the high standards for the teams. He said that the teams have done a good job of representing the District to other teams throughout the greater Bay Area. He thanked the Board for this recognition.

Public Comment:

None

Board Comment:

None

G.1 Report and Request from the El Cerrito Archiving Committee to Name Portions of ECHS

Ms. Janet Abelson, representing the El Cerrito High School Archiving Committee, told of the 65 year history of the school. She said the committee is proposing the renaming of four facilities at the school to honor worthy teachers from the past. Her fellow committee members recapped the committee criteria as well as biographical information for each individual to be honored.

Frank Milo Football Field
Sanford (Sandy) Berman Football Press Box
Dr. Sam Elkind Performing Arts Theater
Hale Roach Track

Public Comment:

None

Board Comment:

Ms. Kronenberg remarked that she thought this was a good idea as a way to celebrate excellence in teaching and individuals revered by the El Cerrito community.

Mr. Groves agreed that this would provide an outstanding legacy of achievement in the District. He suggested a subcommittee of the Board to consider the recommendations.

Ms. Merriweather said that this was important to the community and she liked the idea to commemorate the sites for students to know about these leaders.

President Ramsey recommended that Superintendent Harter make arrangements to move ahead to determine any costs. Superintendent Harter said that this will be brought back to the August 13 meeting for approval, including cost estimates.

B.7 WCCUSD Public Comment

Giorgio Cosentino

C. BUSINESS ITEM

C.1 Grants/Awards/Agreements

C.2 Acceptance of Donations

C.3 Approval of Fund-Raising Activities

C.4 Contracts

C.5 Agreements for Nonpublic, Nonsectarian School/Agency Services

C.6 Routine Personnel Changes – Classified

C.7 Approve the following New Job Description: Coordinator, Electronic Communications

C.8 Approve the following New Job Description: Supervisor, Library Services

C.9 Ratification and Approval of Engineering Services Contracts

C.10 Approval of Negotiated Change Orders

C.11 Ratification and Approval of Negotiated Change Orders – M&O

C.12 Furniture, Fixtures & Equipment Agreement between WCCUSD and Contrax Furnishings for Classroom Furniture & Related Services (Kennedy High School Science Building)

C.13 Ratification of Staff Awarded Contracts (CUPCAA): January 1, 2014 – June 30, 2014

- C.14 Ratification of Staff Awarded Contract: Nystrom Elementary School Modernization Project**
Superintendent Harter read an update to this item into the record regarding the award of contract.

MOTION: Mr. Groves moved Approval of Consent Items C. 1 – C.14. Ms. Kronenberg seconded. Mr. Groves, Ms. Merriweather, Ms. Kronenberg, and President Ramsey voted yes, with no abstentions and Mr. Enos absent. Motion carried 4-0-0-1.

D. AWARDS, RECOGNITIONS, AND REPORTS

D.1 Recognition of Coach Jim Ulversoy

This item was moved to follow item B.6.

D.2 Report on Student Demographics

Ms. Gamba provided a report regarding student demographic projections for the next ten years.

Public Comment:

None

Board Comment:

Mr. Groves asked whether this type of data was important for budgeting. Ms. Gamba responded that this is more of a tool for planning use of facilities and trends in student population. Mr. Groves had another question related to the Local Control Funding Formula to which Ms. Gamba responded.

Ms. Merriweather asked how often this information was reviewed. Ms. Gamba responded that it is reviewed annually.

D.3 Certificated Substitutes for 2014-2015

Mr. Whittemore reviewed the use of substitute teachers over the past year. He spoke of the factors related to unfilled substitute assignments and the District's intent to provide dedicated substitutes for larger schools. He also reviewed the competitive pay for substitute teachers in surrounding districts.

Public Comment:

None

Board Comment:

Ms. Kronenberg said she liked the idea. She spoke about technology training for dedicated substitute teachers. Mr. Whittemore responded. Ms. Kronenberg continued with a recommendation that any substitute have access to technology training.

Ms. Merriweather thought the concept would benefit students.

Mr. Groves asked about evaluating the new approach. Mr. Whittemore responded that the process would be reviewed in the spring of 2015. Mr. Groves asked about classified substitutes. Mr. Whittemore provided information.

D.4 New Certificated Personnel Evaluation Rubric

Mr. Whittemore reported that the proposed evaluation process had been reviewed through the negotiation process with United Teachers of Richmond and discussions to improve the process. He reported that a partnership came together to form an evaluation subcommittee made up of teachers and principals. They began by reviewing what worked well and what did not in the current process. Mr. Whittemore shared information from evaluation processes in other districts across the country. He said the committee had the intent to build a better system with the focus on encouraging teaching and learning.

Public Comment:

None

Board Comment:

Ms. Kronenberg spoke of this being a major topic in education today in an effort to improve the professional teaching product. She applauded everyone who worked on this and felt that it is in alignment with the Strategic Plan as well as the Local Control Accountability Plan. She asked about the breakdown of teachers and principals on the committee. Mr. Whittemore responded with information about the cross section of people who participated.

Mr. Groves felt this was an outstanding process. He had questions about some of the elements. Mr. Whittemore spoke about the opportunity to add or delete when reviewed next May.

E. COMMITTEE COMMUNICATIONS

E.1 Standing Reports

Public Employees Local One. Business Agent Jeff Apkarian pointed out positive events for employees during the month of July including a 3% increase in the salary schedule and the LCAP agreement boosting clerical support in elementary schools. He introduced new staff member Mr. Saad Muhammad.

Technology Subcommittee. Ms. Kronenberg reported on the July 14 meeting where conversation was held around the Udio Project for Korematsu Middle School classrooms. She said the committee also approved the technology budget and held conversation about the progression of developing the plan. The next meeting will be held August 11.

Facilities Subcommittee. President Ramsey reported on the robust meeting which included approval of the technology budget, discussion regarding bond refunding, construction of the Valley View portables, and potential seismic eligibility funding, as well as the El Cerrito High football and track stadium scope of work.

Ivy League Connection. President Ramsey reported that the last group left on Sunday for Brown University. He thanked Don Gosney for his work with all groups this year. He said that three groups have returned from their summer programs. Ms. Kronenberg added that the University of Chicago students were visited by the Richmond High vice principal who was attending a conference in Chicago.

E.2 Superintendent's Report

Superintendent Harter provided a report of activities in the District.

F. ACTION ITEMS

F.1 45 - Day Budget Revision – 2014-15

Ms. Gamba asked the Board to adopt the proposed revision to the 2014-15 budget with modifications as reflected by the State adopted budget. She said this includes a net increase of \$147,000 over all.

Public Comment:

None

Board Comment:

None

MOTION: Ms. Kronenberg moved approval of the 45-Day Budget Revision for 2014-2015. Mr. Groves seconded. Mr. Groves, Ms. Merriweather, Ms. Kronenberg, and President Ramsey voting yes, with no abstentions and Mr. Enos absent. Motion carried 4-0-0-1.

G. DISCUSSION ITEMS

G.1 Report and Request from the El Cerrito Archiving Committee to Name Portions of ECHS

This item was moved to follow item D.1.

G.2 Project Status Report: Pinole Valley High School Interim Campus

Mr. Abdalla and members of the construction team provided an update on the Pinole Valley High School Interim Campus.

Public Comment:

None

Board Comment:

President Ramsey had various questions about the project to which the team responded with information for clarification.

H. UNFINISHED REQUESTS TO ADDRESS THE BOARD (continued from Item E)
None

I. COMMENTS OF THE BOARD OF EDUCATION AND SUPERINTENDENT

Ms. Merriweather spoke of students enjoying summer as well as looking forward to the start of the school year.

Ms. Kronenberg said she attended the technology summer camp and learned several of the programs that teachers were learning. She enjoyed watching the teachers become friendly and comfortable with computers. She said the teacher trainers were incredible and everyone enjoyed the training.

Mr. Groves said he also visited the technology camp and saw teachers embracing the technology very quickly. He spoke of this being an advantage to students. He thanked his colleagues.

Ms. Kronenberg spoke about renaming Coronado Elementary School after iconic figure, Delores Huerta. President Ramsey asked Superintendent Harter to form committee to review and bring a proposal to the Board.

Mr. Ramsey spoke of being good fiscal stewards and considering review of the Seaview and Adams properties for discussion about demolition. He said that the District will consider developing policies about closed sites. He also spoke of attending the summer school graduation ceremony.

President Ramsey adjourned the meeting in the name of former Board member Adrienne Harris.

J. THE NEXT SCHEDULED BOARD OF EDUCATION MEETING
Lovonya DeJean Middle School – August 13, 2014

K. ADJOURNMENT

President Ramsey adjourned the meeting at 8:25 PM.

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

BH:dh

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

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education

Meeting Date: August 13, 2014

From: Bruce Harter
Superintendent

Agenda Item: B.7

Subject: Request to Address the Board – Alison Wohlgemuth & Urban Nutrition Initiative

Background Information:

Program Director Alison Wohlgemuth of Bay Area Community Resources will provide information about their past year working with the Urban Nutrition Initiative and Gompers High School Students.

Recommendation: For Information Only

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

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

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education

Meeting Date: August 13, 2014

From: Sheri Gamba *SG*
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 August 13, 2014.

Recommendation: Recommend Approval

Fiscal Impact: As noted per grants summary.

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

GRANT / AWARD / AGREEMENT NOTIFICATIONS

Project Name	Project Amount for Budget Period	Funding Agency	Comments
Project READ Portola Junior High	\$48,850	Napa County Office Of Education	Purchase of software, training and all other requirements of the MOU
MOU	7/1/14 - 6/30/15		
Project READ Pinole Middle	\$48,850	Napa County Office Of Education	Purchase of software, training and all other requirements of the MOU
MOU	7/1/14 - 6/30/15		
Project READ DeJean Middle	\$48,850	Napa County Office Of Education	Purchase of software, training and all other requirements of the MOU
MOU	7/1/14 - 6/30/15		
Project READ Helms Middle	\$48,850	Napa County Office Of Education	Purchase of software, training and all other requirements of the MOU
MOU	7/1/14 - 6/30/15		
Mathematics Center's Upper Elementary Math Coaching Initiative	\$65,000	Irene S. Scully Family Foundation	Support of the Mathematics Center Consortium
Resource 9630	7/1/14 - 6/30/15		

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

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education

Meeting Date: August 13, 2014

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 August 13, 2014. The estimated values for any non-cash donations (as indicated by an asterisk) are those provided by the donor. Staff recommends acceptance of these donations.

Recommendation: Recommend Approval

Fiscal Impact: As noted per donations summary.

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

West Contra Costa Unified School District
 August 13, 2014 Board Meeting

<u>Donor Name</u>	<u>Description or Purpose</u>	<u>Estimated Value</u>	<u>Receiving School or Department</u>
Mr. & Mrs. Peter Burtis	Instructional Aid for K Class	\$25.00	Nystrom Elementary
Mr. & Mrs. Schmidt	Instructional Aid for K Class	\$1,000.00	Nystrom Elementary
Mr. & Mrs. Goetz	Instructional Aid for K Class	\$10,000.00	Nystrom Elementary
Ms. Dorothy Walker	Instructional Aid for K Class	\$30.00	Nystrom Elementary
Ms. Alice Martineau	Instructional Aid for K Class	\$50.00	Nystrom Elementary
Mr. & Mrs. McColm	Instructional Aid for K Class	\$40.00	Nystrom Elementary
Mr. & Mrs. Dyken	Instructional Aid for K Class	\$25.00	Nystrom Elementary
Mr. & Mrs. Erickson	Instructional Aid for K Class	\$100.00	Nystrom Elementary
Ms. Bridget Coughran	Instructional Aid for K Class	\$28,000.00	Nystrom Elementary
Ms. Bridget Coughran	Instructional Aid for K Class	\$5,000.00	Nystrom Elementary
Ms. Bridget Coughran	Instructional Aid for K Class	\$5,000.00	Nystrom Elementary
Ms. Bridget Coughran	Instructional Aid for K Class	\$5,000.00	Nystrom Elementary
Mr. & Mrs. Tsai	Instructional Aid for K Class	\$150.00	Nystrom Elementary
Joyce Optometry	Instructional Aid for K Class	\$300.00	Nystrom Elementary
Ms. Brenda Baker	Instructional Aid for K Class	\$2,000.00	Nystrom Elementary
Mr. William Coughran	Instructional Aid for K Class	\$2,000.00	Nystrom Elementary
Mr. & Mrs. Parkman	Instructional Aid for K Class	\$50.00	Nystrom Elementary
Ms. Jerry Anderson	Instructional Aid for K Class	\$250.00	Nystrom Elementary
Ms. Marian Hull	Instructional Aid for K Class	\$40.00	Nystrom Elementary
Ms. Terri Vines	Instructional Aid for K Class	\$10.00	Nystrom Elementary

*Estimated values for the non-cash donations are provided by the donor
 Donation Précis 081314

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

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education

Meeting Date: August 13, 2014

From: Sheri Gamba *SG*
Associate Superintendent Business Services

Agenda Item: CI C.3

Subject: Approval of Fund-Raising Activities

Background Information: The planned fund-raising events for the 2014-15 school year is summarized on the attached sheet dated August 13, 2014.

Recommendation: Recommend Approval

Fiscal Impact: Additional revenue for schools

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

West Contra Costa Unified School District
August 13, 2014 Board Meeting

APPROVAL OF FUND-RAISERS

<u>School</u>	<u>Fund-Raising Activity</u>	<u>Activity Sponsor</u>
Harding Elementary	Scholastic Book Fair	Harding PTA
Harding Elementary	Sale of Chinook Book Coupon	Harding PTA
Harding Elementary	Dining out at Rubio's, Chipotle, Zachary's Pizza and Pasta Pomodoro	Harding PTA
Harding Elementary	Sale of See's Candy	Harding PTA
Harding Elementary	Walk-a-Thon	Harding PTA
Harding Elementary	Annual Fall Festival	Harding PTA
Harding Elementary	Silent Auction	Harding PTA
Harding Elementary	Scrip Gift Cards	Harding PTA

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

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education

Meeting Date: August 13, 2014

From: Sheri Gamba *sg*
Associate Superintendent Business Services

Agenda Item: CI C.4

Subject: Summary of Payroll and Vendor Warrant Reports

Background Information:

Attached are the summaries of Payroll and Vendor Warrants issued during the month of July 2014.

Total of payroll warrants (July 2014):	\$ 4,220,234
Total of vendor warrants accrual (2013-2014):	\$ 22,915,323
Total of vendor warrants (July 2014):	\$ 11,200,074

Recommendation: Recommend approval of the payroll and vendor warrant reports

Fiscal Impact: As noted above

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

West Contra Costa Unified School District

Month of : July 2014

Payrolls	Warrant From	Numbers To	Total Warrants Current	Total Warrants Previous	Total Warrants To Date
Variable	684577	685560	631,326	0	631,326
Regular	685621	685723	233,136	0	233,136
Special				0	0
Variable EFT	439784	441950	1,834,712	0	1,834,712
Regular EFT	442055	442507	1,455,033	0	1,455,033
Special EFT	441951	442054	32,784	0	32,784
Typed #1	684570	684573	5,245	0	51,629
Typed #2	684574	684576	3,548		
Typed #3	685561	685561	11,306		
Typed #4	685562	685606	19,379		
Typed #5	685607	685614	5,334		
Typed #6	685615	685620	6,816		
Typed #7					
BENEFITS				0	0
Cancelled	Various	Various	(18,384)	0	(18,384)
Totals			4,220,234	0	4,220,234

Salary detail is available in the Payroll office upon request.


 Vincent Morales, Payroll Supervisor

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
WEEKLY VENDOR WARRANT REPORT

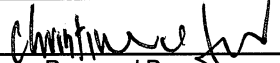
2013-2014 (ACCRUAL)

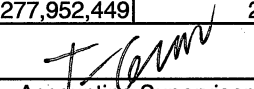
PAYMENT

PAGE-1

DATE: July 9, 2014

FUND#	FUND DESCRIPTION	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL	1,531,955	54,873,517	56,405,472
7706	CAFETERIA	140,457	7,154,245	7,294,702
7707	CHILD DEVELOPMENT	349	78,257	78,606
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY	71,257	1,302,977	1,374,234
7710	BUILDING	4,489,973	95,889,021	100,378,994
7711	CAPITAL FACILITIES		757,644	757,644
7712	SELF INSURANCE PROPERTY & LIABILITY		1,896,937	1,896,937
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		5,342	5,342
7744	RETIREE BENEFITS		173,138	173,138
7770	ADULT EDUCATION	9,550	290,552	300,102
7785	DEFERRED MAINTENANCE	15,724	309,074	324,798
7790	BOND INTEREST & REDEMPTN		0	0
7701	PAYROLL REVOLVING		115,221,745	115,221,745
	TOTALS	6,259,265	277,952,449	284,211,714


Prepared By


Accounting Supervisor

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
WEEKLY VENDOR WARRANT REPORT

2013-2014 (ACCRUAL)

PAYMENT

DATE: July 16, 2014

PAGE-2

FUND#	FUND DESCRIPTION	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL	769,196	56,405,472	57,174,668
7706	CAFETERIA	54,884	7,294,702	7,349,586
7707	CHILD DEVELOPMENT		78,606	78,606
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY	190	1,374,234	1,374,424
7710	BUILDING	4,231,872	100,378,994	104,610,866
7711	CAPITAL FACILITIES		757,644	757,644
7712	SELF INSURANCE PROPERTY & LIABILITY	85,000	1,896,937	1,981,937
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		5,342	5,342
7744	RETIREE BENEFITS		173,138	173,138
7770	ADULT EDUCATION	728	300,102	300,830
7785	DEFERRED MAINTENANCE	42,378	324,798	367,176
7790	BOND INTEREST & REDEMP TN		0	0
7701	PAYROLL REVOLVING		115,221,745	115,221,745
	TOTALS	5,184,248	284,211,714	289,395,962

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
WEEKLY VENDOR WARRANT REPORT
2013-2014 (ACCRUAL)

PAYMENT
DATE: July 22, 2014

PAGE-3

FUND#	FUND DESCRIPTION	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL	2,633,987	57,174,668	59,808,655
7706	CAFETERIA	13,229	7,349,586	7,362,815
7707	CHILD DEVELOPMENT	37	78,606	78,643
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY	49,523	1,374,424	1,423,947
7710	BUILDING	3,283,614	104,610,866	107,894,480
7711	CAPITAL FACILITIES	5,526	757,644	763,170
7712	SELF INSURANCE PROPERTY & LIABILITY	8,503	1,981,937	1,990,440
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		5,342	5,342
7744	RETIREE BENEFITS		173,138	173,138
7770	ADULT EDUCATION		300,830	300,830
7785	DEFERRED MAINTENANCE		367,176	367,176
7790	BOND INTEREST & REDEMPTN		0	0
7701	PAYROLL REVOLVING		115,221,745	115,221,745
	TOTALS	5,994,419	289,395,962	295,390,381

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
WEEKLY VENDOR WARRANT REPORT

2013-2014 (ACCRUAL)

PAYMENT

PAGE-4

DATE: July 29, 2014

FUND#	FUND DESCRIPTION	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL	1,196,017	59,808,655	61,004,672
7706	CAFETERIA	5,673	7,362,815	7,368,488
7707	CHILD DEVELOPMENT		78,643	78,643
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY	279,804	1,423,947	1,703,751
7710	BUILDING	3,975,881	107,894,480	111,870,361
7711	CAPITAL FACILITIES		763,170	763,170
7712	SELF INSURANCE PROPERTY & LIABILITY	14,314	1,990,440	2,004,754
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		5,342	5,342
7744	RETIREE BENEFITS		173,138	173,138
7770	ADULT EDUCATION	5,702	300,830	306,532
7785	DEFERRED MAINTENANCE		367,176	367,176
7790	BOND INTEREST & REDEMPTN		0	0
7701	PAYROLL REVOLVING		115,221,745	115,221,745
	TOTALS	5,477,391	295,390,381	300,867,772

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
WEEKLY VENDOR WARRANT REPORT

2014-2015

PAYMENT

PAGE-1

DATE: July 1, 2014

FUND#	FUND DESCRIPTION	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL	72,519		72,519
7706	CAFETERIA			0
7707	CHILD DEVELOPMENT			0
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY			0
7710	BUILDING			0
7711	CAPITAL FACILITIES			0
7712	SELF INSURANCE PROPERTY & LIABILITY	1,521,291		1,521,291
7713	STATE SCHOOL LEASE/PURCHASE			0
7714	COUNTY SCHOOL FACILITIES			0
7715	SPECIAL RESERVE FOR NON-CAPITAL OUTLAY			0
7719	CHARTER SCHOOL			0
7725	MRAD			0
7728	DEBT SERVICE			0
7744	RETIREE BENEFITS	4,488		4,488
7770	ADULT EDUCATION			0
7785	DEFERRED MAINTENANCE			0
7790	BOND INTEREST & REDEMPTN			0
7701	PAYROLL REVOLVING	6,366,236		6,366,236
	TOTALS	7,964,534	0	7,964,534

Christine [Signature]
Prepared By

J. [Signature]
Accounting Supervisor

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
WEEKLY VENDOR WARRANT REPORT

2014-2015

PAYMENT

DATE: July 9, 2014

PAGE-2

FUND#	FUND DESCRIPTION	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL	47,782	72,519	120,301
7706	CAFETERIA		0	0
7707	CHILD DEVELOPMENT		0	0
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY		0	0
7710	BUILDING		0	0
7711	CAPITAL FACILITIES		0	0
7712	SELF INSURANCE PROPERTY & LIABILITY		1,521,291	1,521,291
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		4,488	4,488
7770	ADULT EDUCATION		0	0
7785	DEFERRED MAINTENANCE		0	0
7790	BOND INTEREST & REDEMPTN		0	0
7701	PAYROLL REVOLVING		6,366,236	6,366,236
	TOTALS	47,782	7,964,534	8,012,316

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
WEEKLY VENDOR WARRANT REPORT

2014-2015

PAYMENT

PAGE-3

DATE: July 16, 2014

FUND#	FUND DESCRIPTION	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL	211,294	120,301	331,595
7706	CAFETERIA		0	0
7707	CHILD DEVELOPMENT		0	0
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY		0	0
7710	BUILDING	104,768	0	104,768
7711	CAPITAL FACILITIES		0	0
7712	SELF INSURANCE PROPERTY & LIABILITY	52,609	1,521,291	1,573,900
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		4,488	4,488
7770	ADULT EDUCATION		0	0
7785	DEFERRED MAINTENANCE		0	0
7790	BOND INTEREST & REDEMPTN		0	0
7701	PAYROLL REVOLVING		6,366,236	6,366,236
	TOTALS	368,671	8,012,316	8,380,987

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
WEEKLY VENDOR WARRANT REPORT

2014-2015

PAYMENT

PAGE-4

DATE: July 22, 2014

FUND#	FUND DESCRIPTION	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL	117,824	331,595	449,419
7706	CAFETERIA		0	0
7707	CHILD DEVELOPMENT		0	0
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY	33,806	0	33,806
7710	BUILDING	2,000	104,768	106,768
7711	CAPITAL FACILITIES		0	0
7712	SELF INSURANCE PROPERTY & LIABILITY		1,573,900	1,573,900
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		4,488	4,488
7770	ADULT EDUCATION		0	0
7785	DEFERRED MAINTENANCE	14,900	0	14,900
7790	BOND INTEREST & REDEMPTN		0	0
7701	PAYROLL REVOLVING		6,366,236	6,366,236
	TOTALS	168,530	8,380,987	8,549,517

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
WEEKLY VENDOR WARRANT REPORT

2014-2015

PAGE-5

PAYMENT

DATE: July 29, 2014

FUND#	FUND DESCRIPTION	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL	64,665	449,419	514,084
7706	CAFETERIA	341	0	341
7707	CHILD DEVELOPMENT	121	0	121
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY	123,429	33,806	157,235
7710	BUILDING	51,899	106,768	158,667
7711	CAPITAL FACILITIES	1,565	0	1,565
7712	SELF INSURANCE PROPERTY & LIABILITY		1,573,900	1,573,900
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	49,894	4,488	54,382
7770	ADULT EDUCATION	193	0	193
7785	DEFERRED MAINTENANCE		14,900	14,900
7790	BOND INTEREST & REDEMPTN		0	0
7701	PAYROLL REVOLVING	66,079	6,366,236	6,432,315
	TOTALS	358,186	8,549,517	8,907,703

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
WEEKLY VENDOR WARRANT REPORT

2014-2015

PAYMENT

DATE: July 8, 2014

PAGE-6

FUND#	FUND DESCRIPTION	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL		514,084	514,084
7706	CAFETERIA		341	341
7707	CHILD DEVELOPMENT		121	121
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY		157,235	157,235
7710	BUILDING		158,667	158,667
7711	CAPITAL FACILITIES		1,565	1,565
7712	SELF INSURANCE PROPERTY & LIABILITY		1,573,900	1,573,900
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		54,382	54,382
7770	ADULT EDUCATION		193	193
7785	DEFERRED MAINTENANCE		14,900	14,900
7790	BOND INTEREST & REDEMPTN		0	0
7701	PAYROLL REVOLVING	1,379,107	6,432,315	7,811,422
	TOTALS	1,379,107	8,907,703	10,286,810

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
WEEKLY VENDOR WARRANT REPORT

2014-2015

PAYMENT

PAGE-7

DATE: July 29, 2014

FUND#	FUND DESCRIPTION	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL		514,084	514,084
7706	CAFETERIA		341	341
7707	CHILD DEVELOPMENT		121	121
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY		157,235	157,235
7710	BUILDING		158,667	158,667
7711	CAPITAL FACILITIES		1,565	1,565
7712	SELF INSURANCE PROPERTY & LIABILITY		1,573,900	1,573,900
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		54,382	54,382
7770	ADULT EDUCATION		193	193
7785	DEFERRED MAINTENANCE		14,900	14,900
7790	BOND INTEREST & REDEMPTN		0	0
7701	PAYROLL REVOLVING	913,264	7,811,422	8,724,686
	TOTALS	913,264	10,286,810	11,200,074

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

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education

Meeting Date: August 13, 2014

From: Sheri Gamba *SG*
Associate Superintendent Business Services

Agenda Item: CI C.5

Subject: Contracts

Background Information:

Permission is requested of the Board of Education to approve the following contracts as detailed on the attached sheets dated August 13, 2014.

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
 August 13, 2014 Board Meeting

CONTRACTS

The following contracts are recommended for approval.

<u>DEPARTMENT</u>	<u>Effective Date</u>	<u>VENDOR NAME</u>	<u>COST & FUNDING</u>	<u>PURPOSE</u>
K-12 Operations	7/1/14 Thru 6/30/15	The College Board	\$143,585 LCFF Central College Going Culture	<p>The College Board shall furnish the College Readiness System which includes the following: Readiness, PSAT/NMSQT exam and Saturday School Day, assessment and the following deliverables and reports to the schools designated by the district.</p> <p>The Readiness assessment will be furnished by the College Board in October 2014 and will include the following Readiness Services and Deliverables:</p> <ol style="list-style-type: none"> Readiness test materials (test booklets, answer sheets, and supervisor's manuals) Official Educator Guide to the Readiness Assessment Using Readiness Results and Skills Insight Student Score Report (two copies per Participating School) School-level Summary Report (one per Participating School) <p>The Standard PSAT/NMSQT Program will be furnished by the College Board and will include the following services and deliverables:</p> <ol style="list-style-type: none"> PSAT/NMSQT test materials (student guides and test booklets) PSAT/NMSQT Score Report Plus (two copies per student) Official Educator Guide to the PSAT/NMSQT (one per school) School-level Summary Reports (one per school) (Available for schools testing at least 50 sophomores and 50 juniors. All other schools receive statistical summary reports). Score Write: A Guide to Preparing for the SAT Essay (online access) School-level Summary of Answers and Skills (SOAS) Reports (Available for schools testing at least 50 sophomores and 50 juniors. All other schools receive statistical summary reports) School-level AP Potential access My College QuickStart access, including MyRoad, for students who take the PSAT/NMSQT
K-12 Operations	7/1/14 Thru 6/30/15	Rebecca Ross	\$100,000 Linked Learning Admin Central	Serve as district intermediary with school sites, pathway programs, industry advisors, business and community partners to assist in fostering partnerships and develop apprenticeship and internship opportunities.

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

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education **Meeting Date:** August 13, 2014

From: Sheri Gamba, Assoc. Supt., Business Services **Agenda Item:** CI C.6

Subject: Community Budget Advisory Committee Amended Member Ratification

Background Information: This is an amendment to reflect the filling of the vacant position held by a Classified employee. Carolyn Wendell will be filling the position. The committee roster is subject to ratification by the School Board at a regular Board of Education meeting. Pending ratification, below is a complete list of the committee members and term dates.

COMMUNITY BUDGET ADVISORY COMMITTEE - MEMBERS			
MEMBER NAME	MEMBER TYPE	VOTING STATUS	TERM ENDING
Juan Martinez	Business Leader	Voting	June 30, 2015
Sonia Bustamonte	Parent	Voting	June 30, 2015
Ken Ryan	Community Member	Voting	June 30, 2016
Elizabeth Bundschu-Mooney	Teacher	Voting	June 30, 2016
Carolyn Wendell	Classified	Voting	December 31, 2014
Paul Shatswell	Principal	Voting	December 31, 2014
Eduardo Martinez, Chair	Community Member	Voting	December 31, 2014
Antonio Medrano	Community Member Alternate	Voting	December 31, 2014
Fatima Alleyne	Parent Alternate	Voting	June 31, 2015
Mariam Alam	Community Member/Parent Alternate	Voting	June 30, 2015
Todd Groves	Board	Non-Voting	
Sheri Gamba	Business Services	Non-Voting	
Germaine Quiter	Business Services	Non-Voting	

*New term effective July 1, 2014

Recommendation: Recommend Approval

Fiscal Impact: None


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

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

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education

Meeting Date: August 13, 2014

From: Sheri Gamba, 
Associate Superintendent Business Services

Agenda Item: CI C.7

Subject: July 2014 Refunding Bonds Cost of Issuance

Background Information: Pursuant to Section 53509.5 of the California Government Code, after the sale of refunding bonds, the Board must present information to the public about the costs of the issuance at its next scheduled public meeting. This item presents the costs of the District's recent issuance of refunding bonds to the public in compliance with State law.

On July 24, 2014, the District sold its General Obligation Bonds, 2014 Series A in the aggregate principal amount of \$77,460,000 to Piper Jaffray & Co. and Backstrom McCarley Berry & Co. LLC. The refunding reduced the burden on District taxpayers in accordance with the Board's Refunding Policy, adopted on April 24, 2013, and helped the District maintain its tax rates at levels promised to the taxpayers. Through the issuance of the refunding bonds, the District saved its taxpayers \$10.3 million over the full term of the bonds, or \$9.6 million in present value savings. This item presents the costs associated with the issuance of the refunding bonds to the public in accordance with Section 53509.5 of the California Government Code.

Recommendation: That the Board present to the public the itemized costs of the issuance of the refunding bonds in compliance with State law. Information only.

Fiscal Impact: Cost of Issuance to be paid from bond proceeds of \$860,745.02.

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

INFORMATION ITEM

CONFIRMATION OF BOND SALE COSTS RESPECTING \$77,460,000 WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT (CONTRA COSTA COUNTY, CALIFORNIA) GENERAL OBLIGATION REFUNDING BONDS, 2014 SERIES A

The West Contra Costa Unified School District (Contra Costa County, California) General Obligation Refunding Bonds, 2014 Series A (the "Bonds") were sold to Piper, Jaffray & Co. and Backstrom McCarley Berry & Co., LLC on July 24, 2014 in the aggregate principal and issue amount of \$77,460,000.

Section 53509.5 of the Government Code of the State of California (the "Government Code") requires that actual costs of issuance of general obligations bonds sold by or on behalf of a school district be presented to the governing board and disclosed to the public at a meeting of such governing board following the sale of such Bonds. The Underwriter's discount was estimated at not-to-exceed 0.55% of the aggregate principal amount of the Bonds (not including original issue discount or any Costs of Issuance paid by the Underwriters). The actual Underwriter's discount was .525% of the aggregate principal amount of the Bonds. The cost of issuing the Bonds, including Underwriter's discount, bond counsel and disclosure counsel fees, paying agent fees, printing and ratings charges and other related fees, was estimated at 1.01% of the aggregate principal amount of the Bonds. In compliance with Section 53509.5 of the Government Code, the actual cost of sale of the Bonds was \$454,080.02 or less.

By _____
Clerk, Board of Education

Submitted to the Board at
August 13, 2014 Meeting

\$77,460,000
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
(Contra Costa County, California)
General Obligation Refunding Bonds,
2014 Series A

<u>Payee</u>	<u>Service</u>	<u>Max. Auth. Amount</u>
Nixon Peabody LLP	Bond Counsel	\$140,000.00
Nixon Peabody LLP	Disclosure Counsel	85,000.00
KNN Public Finance	Financial Advisor	100,000.00
Bank of New York Mellon Trust Company, N.A.	Paying Agent/Escrow Agent	3,000.00
Causey, Demgen & Moore Inc.	Verification Agent	2,000.00
Imagemaster	Printing & Mailing of OS	3,000.00
Moody's Investors Service	Rating	38,000.00
Standard & Poor's	Rating	35,000.00
Fitch Ratings, Inc.	Rating	35,000.00
KNN Public Finance	Reimbursements	5,000.00
Contingency		<u>8,080.02</u>
	Costs of Issuance Subtotal:	\$454,080.02 ⁽¹⁾
Piper Jaffray & Co. and Backstrom McCarley Berry & Co., LLC	Underwriter's Discount	406,665.00
	Total:	<u>\$860,745.02</u>

⁽¹⁾ Following payment of the expenses set forth above, any remaining amounts shall be forwarded to the County of Contra Costa for deposit into the District's Debt Service Fund.

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

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education

Meeting Date: August 13, 2014

From: Kenneth L. Whittemore,
Assistant Superintendent Human Resources

Agenda Item: CI C.8

Subject: Certificated Board Authorization - Education Code 44328 – District Interns

Background Information: The California Education Code 44328 allows a district intern to earn a preliminary teaching credential in the same manner as applicants recommended for credentials by institutions that operate approved programs of professional preparation. The credential will be granted if approved by the governing board of a district unless the commission determines that substantial evidence exists that a person is unqualified to teach.

The candidates listed tonight have successfully completed the intern process and are recommended to the governing board for approval to receive a preliminary credential.

Recommendation: Recommend Approval

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

August 13, 2014

Action Taken

District Interns/Preliminary Education Specialist
Fortune School of Education

Teacher	Site	Assignment
Nathan Embretson	Helms Middle School	English 8
Reginald Bolden	Nystrom Elementary School	6th Grade
Michael Rhoads	Richmond High School	Social Science

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

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education **Meeting Date:** August 13, 2014
From: Kenneth L. Whittemore, **Agenda Item:** CI C.9
Assistant Superintendent Human Resources
Subject: Certificated Board Authorization - Education Code 44258.3 – Waivers and Consent

Background Information: Ed Code 44258.3 allows the Governing Board of a school district to authorize the holder of credentials in the following areas: multiple subject, standard elementary, single subject, and standard secondary, with his or her consent, to teach departmental classes in grades K-12 provided the teacher has adequate knowledge of subject matter.

Recommendation: Recommend Approval

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

August 13, 2014

Waivers

Teacher	Site	Assignment
Lourdes Sampayo	Hercules High School	Intro to Hospitality
Krystle Simon	Kennedy High School	Computers
Douglas Frew	Pinole Valley High School	Computers
Danylle Miller	DeAnza High School	Web Design
Richard Novak	DeAnza High School	ROTC
Jeremi Wooten	Murphy Elementary School	SH 3 rd /4 th Grades

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

Consent

Teacher	Site	Assignment
Ancilla Wallace	Crespi Middle School	Leadership
Nathan Jackson	DeJean Middle School	Leadership
Adam Quintero	DeJean Middle School	Leadership
Ioulia Solovieva	DeJean Middle School	Individual Project
Richard Bankston	Helms Middle School	Teacher Aide
Blake Crowley	Helms Middle School	Teacher Aide
Richard Davey	Helms Middle School	Teacher Aide
Gina Dickison	Helms Middle School	Teacher Aide
John Miszti	Helms Middle School	Teacher Aide
Harvey Newland	Helms Middle School	Gateway to Technology Science 2
Jacqueline Ryan	Helms Middle School	Health Science
Richard Volberg	Helms Middle School	Gateway to Technology Science 1
Khanh Pham	Hercules Middle School	Computer Application
Carol Renee	Fred T. Korematsu Middle School	Leadership
Mark Pohl	Fred T. Korematsu Middle School	Gateway to Technology Science 1
Dennis E Brammer	Pinole Middle School	Computer Application
Elizabeth Garber	Pinole Middle School	Leadership
Amy Robinson	Pinole Middle School	Gateway to Technology Science 1
John Hillyer	De Anza High School	Leadership
Kenneth Kahn	El Cerrito High School	Teacher Aide
Jennifer Rader	El Cerrito High School	Leadership
Adeleh Moghadam	El Cerrito High School	Biology

Consent- cont.


Teacher	Site	Assignment
Greg Ochs	Hercules High School	Leadership
Joanne Whitlock	Hercules High School	Teacher Aide
Kurt Osmer	Pinole Valley High School	Civil Engineering and Architecture
Dana Schurr	Pinole Valley High School	Leadership
Donald Wilson	Pinole Valley High School	Work Experience
Marilyn Ahuna	Richmond High School	Principals of Engineering
Robert Gade	Richmond High School	Urban Agriculture
Aurelio Garcia`	Richmond High School	Civil Engineering and Architecture
Jose Irizarry	Richmond High School	Leadership
Andrew Meblin	Richmond High School	English CAHSEE
Stanley Nakahara	Richmond High School	Sports Medicine

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

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education

Meeting Date: August 13, 2014

From: Kenneth L. Whittemore, 
Assistant Superintendent Human Resources

Agenda Item: CI C.10

Subject: Certificated Provisional Internship Permit (PIP) Request(s)

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

Recommendation: Recommend Approval

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

August 13, 2014

Action Taken

PIP

Teacher

Kathryn-Louise Cruz

Site

Hercules Middle/High School

Assignment

Special Education - I CHAT

Definition: The Provisional Internship Permit (PIP) was created in response to the phasing out of emergency permits and became effective on July 1, 2005. It allows an employing agency to hire an individual who has not yet met the subject matter competence requirement needed to enter an internship program. Prior to requesting a PIP, the employing agency must verify that a diligent search has been made, and a fully-credentialed teacher cannot be found.

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

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education

Meeting Date: August 13, 2014

From: Kenneth L. Whittemore, *KW*
Assistant Superintendent Human Resources

Agenda Item: CI C.11

Subject: Approve the following New Job Description:

Associate Superintendent of Facilities, Maintenance, Operations and Bond Program

Background Information: This job description has been updated to reflect the tasks, duties and responsibilities of the position.

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

ASSOCIATE SUPERINTENDENT OF FACILITIES, MAINTENANCE, OPERATIONS AND BOND PROGRAM

PRIMARY FUNCTIONS:

Under direction, responsible for all aspects of district facilities, maintenance, operations and the district's bond program; directing, coordinating and maintaining all district projects for facility assets and bond funded projects; provides administrative leadership for aspects of facilities, bond projects, maintenance, operations; responsible for preparation of operating and capital budgets for facilities, bond projects, maintenance, operations; and perform related duties as assigned.

MAJOR DUTIES AND RESPONSIBILITIES:

- Provides management, direction and supervision of bond funds for facilities improvement.
- Coordinates activities (e.g. systemic renovations, inspections, contractor and architect meetings, permitting activities, bidding calendars, mandated reports, etc.) for the purpose of ensuring that all phases of construction projects are completed within budget and specifications and with minimal interruption to site personnel.
- Analyzes data (e.g. school boundaries, enrollment projections, educational specifications, etc.) for the purpose of providing recommendations and approval of school sites, planning and design of school facilities.
- Works independently under broad organizational policies to achieve organizational objectives.
- Prepares written materials (e.g. operational budgets, bid specifications, contracts, correspondence, memos, etc.) for the purpose of documenting activities, providing written reference and/or conveying information related to construction project(s).
- Supervises the use of funds for multiple departments to complete assigned projects and support district objectives.
- Facilitates communications between personnel, students, parents and/or the public for the purpose of evaluating situations, solving problems and/or resolving conflicts.
- Responsible for district assets management and bond program management.
- Collaborates with district administrators and personnel for the purpose of overseeing facility, bond, maintenance and operations.
- Attends meetings as assigned to provide technical leadership and be an informational resource to the community.
- Trains, directs, guides, coaches, evaluates, supports and disciplines assigned staff.
- Attends training workshops and professional development as appropriate.
- Attends Board of Education meetings and coordinates appropriate presentations.
- Serves on the Superintendent's Cabinet.
- Performs other related duties as assigned.

QUALIFICATIONS:

Knowledge of:

- Current principles and methods of modern public business and school district management.
- Methods of project and process control, budgeting, and cost analysis and prediction.
- Building maintenance and operations techniques and procedures.

- Federal laws, state laws, codes, policies and regulations that impact attendance, food services, facilities, capital improvement projects, maintenance and operations.
- Large and small scale project management.
- Schoolhouse planning, construction project management, bond projects, food services operations, facilities, maintenance and operations techniques and procedures.
- Methods and procedures used by the district in the contracted professional services.
- School finance and school district organization.
- Complex techniques of data collection, data analysis and comparative analysis techniques for Cabinet, Board of Education and the public.
- Data collection and comparative analysis techniques.
- Microsoft suite (Excel, Word, PowerPoint, Outlook, etc.) and other software and applications.
- Techniques of supervision, training, coaching, conflict resolution and motivation of employees.
- Effective oral and written communication skills.
- District policies, rules and regulations.

Ability to:

- Coordinate small and large scale programs on a district-wide basis.
- Compile and prepare accurate statistical reports, budgets, studies, project plans, business correspondence, procedure manuals and presentations for all programs governed.
- Manage multiple budgets, divisions and resources.
- Establish short term and long term plans and objectives while adjusting to changing priorities.
- Researches complex technical data from a variety of resources for the purpose of providing information for recommendations and decision making.
- Communicate professionally, positively, effectively, orally and in writing, with all internal and external stakeholders for presentations, meetings, workshops, etc.
- Establish and maintain effective relationships and communicate positively with employees, students and the public from diverse backgrounds and cultures.
- Lead and manage a collaborative department to support district employees and contract staff members.
- Prepare, send, and receive various forms of documents, including e-mail, in Microsoft Word, Excel, Access, PowerPoint, etc.
- Operate modern office equipment such as multi-line telephone, mobile phone, personal computer, laptop and related equipment.
- Ability to utilize computer software and various resources related to facilities, operations, bond, maintenance and food services.
- Speak and write English to communicate clearly and effectively.
- Supervise and evaluate the performance of others.
- Provide positive, persuasive instruction, correction and encouragement.

EDUCATION AND EXPERIENCE:

Education:

- Master's degree from an accredited college or university with an emphasis in public administration, education administration, business administration, facilities engineering or a closely related field.

Experience:

- Progressively responsible experience in school operations, facilities maintenance and/or public school administration, which includes budget, planning and staffing.
- Demonstrated experience may be substituted for the required education on a year for year basis up to 6 years.
- Demonstrated contract and vendor management.
- Four (4) years supervising, program oversight and responsibility.
- Demonstrated high level of customer service with internal and external stakeholders.

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.

PHYSICAL EFFORT / WORK ENVIRONMENT:**Environment:**

- Indoor / outdoor environment (i.e. office, school sites, construction sites, etc.)
- Office setting with phones, computer work, customer contact, drop-ins and other communications.
- Variable hours, including evenings and weekends.

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, duties and responsibilities.
- 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: Management
Salary Range: 1.74

Approved by the Human Resources Department
Approved by the Board of Education _____.

West Contra Costa Unified School District
1108 Bissell Avenue
Richmond, California 94801

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education **Meeting Date:** August 13, 2014
From: Wendell Greer **Agenda Item:** CI C.12
Associate Superintendent, K – Adult Operations
Subject: Benito Juarez Elementary (formerly Richmond Charter Elementary) Special
Education and Operating Memoranda of Understanding (MOU)

Background Information:

On September 13, 2013 the District received a petition from Amethod founders for a charter elementary school to open in the fall of 2013.

On October 2, 2013, founders presented at a hearing to determine public support for the Richmond Charter Elementary, now called Benito Juarez Elementary.

On November 6, 2013, the WCCUSD Board conditionally approved the Charter petition, pending amelioration of deficiencies within a 70 day time period. The Amethod leadership provided additional information as specified in the findings of fact.

Recommendation:

That the Board approve both the Special Education and Operation Memoranda of Understanding with Benito Juarez Elementary.

Fiscal Impact: Charter fee of 1% and Special Education encroachment fee

DISPOSITION BY BOARD OF EDUCATION

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

**OPERATIONAL MEMORANDUM OF UNDERSTANDING BETWEEN
THE WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
AND
AMETHOD PUBLIC SCHOOLS
REGARDING BENITO JUAREZ ELEMENTARY SCHOOL**

This Operational Memorandum of Understanding ("Agreement") is entered into as of July __, 2014, by and between the Board of Trustees of the West Contra Costa Unified School District ("District") and Amethod Public Schools, a non-profit public benefit corporation ("Non-Profit") operating the Benito Juarez Elementary School ("Charter School"), a public charter school authorized by the District. The District, the Non-Profit and the Charter School are collectively referred to as the "Parties." This Agreement shall be enforceable only following execution by both Parties and ratification or approval by the governing board of each of the Parties.

RECITALS:

- A. The District is the authorizing agency of the Charter School. The District granted the Charter School's charter on November 6, 2013, for a term of five years, beginning on July 1, 2014 and expiring June 30, 2019 ("Charter").
- B. Amethod Public Schools is a California non-profit public benefit corporation that operates Benito Juarez Elementary School, a public charter school existing under the laws of the State of California and under the chartering authority of the District.
- C. By approving the Charter, the District assumed certain oversight responsibilities of the Charter School pursuant to the California Charter Schools Act (Cal. Ed. Code, §§ 47600 *et seq.*). This Agreement is intended to outline the Parties' agreements governing their respective fiscal and administrative responsibilities, their legal relationship, and other matters of mutual interest not otherwise addressed or resolved in the terms of the Charter.

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

AGREEMENTS:

- 1. **Use of Terms.** Unless otherwise stated, for the purposes of this Agreement, the terms Charter School and Non-Profit may be used interchangeably, with the duties and responsibilities of the Charter School and Non-Profit being the same under this Agreement.
- 2. **Term and Renewal.** This Agreement shall commence on July 1, 2014 and end on June 30, 2019. The Agreement is subject to early termination only as set forth in this Agreement or as otherwise permitted by law.

3. **Designation of School.** The Charter School shall be known as the Benito Juarez Elementary School. The Charter School may not change its name, nor operate under any other name, without the prior written approval of the District. The Non-Profit shall be responsible for all functions of the Charter School pursuant to the terms and conditions set forth in this Agreement and the Charter. The Charter School shall not be located at more than one school site without the prior express written approval of the District. The Charter School shall not change locations without the prior written notification to the District.

4. **Documentation Required by this Agreement.**

(a) By August 1, 2014, the Charter School shall provide the District copies, sent via email and/or in person hand delivery, of the following documents. To the extent these documents have already been provided to the District for the 2014-15 School Year, the documents shall be deemed submitted to the District:

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

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

(c) Charter School Policies. In addition to the foregoing, by no later than July 15, 2014, the Charter School shall provide the District with a complete set of all policies and procedures adopted by Non-Profit and Charter School including but not limited to policies and procedures governing the following:

- (1) Discipline/suspension (including special education discipline);
- (2) Health and safety (including but not limited to the administration of medication and emergency response);
- (3) Sexual harassment;
- (4) Mandated reporting;
- (5) Student free speech and expression as required by Education Code section 48907;
- (6) Conflicts of interest;
- (7) Complaint procedures;
- (8) Special education; and
- (9) Section 504.

All of the above listed policies shall be collectively referred to as the "Policies" and must be submitted by July 15, 2014. Submission of the Policies shall be a necessary precondition to Charter School's commencement of operations. After July 1, 2014, should Non-Profit or Charter School modify or repeal any existing Policy or adopt a new Policy (collectively known as "Changed Policies"), notification of such Changed Policies along with copies of the Changed Policies shall be submitted to District within three (3) working days from the official enactment of the Changed Policies.

(d) Tutoring and Intervention Programs and Staffing. By July 15, 2014, Charter School shall submit to the District a description for each of the Charter School's before and after school programs, intersession programs, summer school programs, and other tutoring and intervention programs (which collectively shall be known as the "Tutoring and Intervention Programs"), as applicable. Such program description shall address: (i) when and where each of the Tutoring and Intervention Programs is to take place; (ii) the nature and scope of each of the Tutoring and Intervention Programs; and (iii) the training and qualifications required of staff providing each of the Tutoring and Intervention Programs. Submission of the program descriptions for each of the Charter School's Tutoring and Intervention Programs shall be a necessary precondition to Charter School's commencement of operations.

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

- (a) Data on the level of parent involvement in the Charter School's governance (and other aspects of the school, if applicable) and summary data from an annual parent and student satisfaction survey.

- (b) Data regarding the number of staff working at the Charter School and their qualifications.
- (c) A summary of any major changes to written school policies during the year.
- (d) Information demonstrating whether the Charter School implemented the means set out in the Charter to achieve a racially and ethnically balanced student population.
- (e) An overview of the Charter School's admissions practices during the year and data regarding the numbers of students enrolled and the number on waiting lists.
- (f) Analysis of the effectiveness of the Charter School's internal and external dispute mechanisms and data on the number and resolution of disputes and complaints.
- (g) A report on student discipline, including the number of students suspended or expelled from the Charter School; and
- (h) Any other information regarding the educational program and the administrative, legal, and governance operations of the Charter School relative to compliance with the terms of the Charter generally or as requested by the District.

6. School Accountability.

(a) LCAP Reporting. The Charter School shall comply with Education Code section 47606.5, as that statute may be amended from time to time, as well as its implementing regulations, if any. The Charter School's final adopted Local Control and Accountability Plan ("LCAP") shall be submitted to the District by July 1, 2014, and on or before July 1 annually thereafter, unless a different date is established by law. To the extent practicable, the Charter School shall report LCAP data in a manner consistent with how information is reported on a school accountability report card.

(b) Transitional Accountability and Testing Plan. The Parties hereby agree that while California's new statewide accountability and assessment system, known as the California Assessment of Student Performance and Progress ("CAASPP") may not be fully implemented until after the 2014-2015 school year, charter schools are nonetheless accountable for pupil outcomes identified in their approved charters. Therefore, the Charter School will develop and present to the District, by July 1, 2014, a transitional assessment and accountability plan that will be in place until CAASPP is fully implemented.

7. Funding.

(a) Basic Funding. The Charter School shall receive its funding in accordance with applicable law. Should anything in this Agreement require revision based upon change in law or regulation, the Parties shall meet without delay to cooperatively revise the Agreement to ensure consistency with the law. Any future revision of the Charter Schools Act to revise the manner in

which charter schools are funded shall not be interpreted to prevent the Charter School's direct receipt of full funding in accordance with applicable law.

The Charter School is eligible for a general-purpose entitlement and supplemental funding allocated through the Local Control Funding Formula ("LCFF") under Education Code section 42238.02, as implemented by Education Code section 42238.03. In addition to LCFF funding, the Charter School may continue to receive Block Grant Funding for eligible expenses from prior years consistent with state law. Except as otherwise noted in this Agreement, it shall be the responsibility of the Charter School to apply for funding beyond the basic statutory entitlements due to the Charter School under LCFF.

The Charter School has elected to receive funding from the State directly, pursuant to Education Code section 47651(a)(1). The District shall comply with Education Code section 47635 in providing the Charter School with funding in lieu of property taxes. However, the Parties understand that in the event that such funds are not timely received by the District due to processing delays at either the state or county level, such funds shall be provided to the Charter School as soon as practicable after such funds are made available to the District. The District recognizes the authority of the Charter School to pursue additional sources of funding. Any application for funding by the Charter School that depends on the support or creditworthiness of the District shall be presented to the District for its prior written approval.

(b) District Applications for Funding. When the District applies for additional sources of funding in the form of grants and/or categorical funding at the request of and for the benefit of the Charter School, the District will receive one and a half percent (1.5%) of such fund or as otherwise set by the particular grant received. Such funds shall not be considered revenue for purposes of the District's oversight fee set forth in section 10(b).

(c) Expenditure of Funds. The Charter School agrees to comply with all applicable regulations related to expenditures and receipt of its funds (including compliance with federal and state compliance regulations and certifications. Without limitation to the foregoing, the Charter School agrees that all revenue received from the District and the State shall only be used as outlined herein and in the charter for the provision of educational services for school age children enrolled in and attending the Charter School and shall not be used for purposes other than those set forth in the Charter School's charter and any authorized amendments. The Charter School will provide the District with written monthly notice when the Charter School withdraws funds deposited by the Contra Costa County Superintendent of Schools for the account of the Charter School and re-deposits those funds in a financial institution selected by the Charter School. Such notice is provided when the Charter School provides the District with monthly bank statements from the banks where all Charter Schools accounts are held. Within fifteen calendar days of opening an account at a bank or other financial institution, the Charter School will provide written notice to the District of the commencement of that account, the type of account, the financial institution or bank and any identifying account numbers.

(d) Compliance with Procedures. To the extent that the Charter School is required to submit records or information to the District or the County Office of Education in order to confirm funding, including but not limited any audit requirements under LCFF, those records must be prepared by the Charter School in conformance with District or county procedures.

8. **Legal Relationship.** Pursuant to its Charter and Education Code section 47604, the Charter School is operated by the Non-Profit. The Charter School and the Non-Profit are separate legal entities from the District. As such, the District shall not be liable for the debts or obligations of the Charter School or the Non-Profit or for claims arising from the performance of acts, errors, or omissions by the Charter School, if the District has complied with all oversight responsibilities required by law, including, but not limited to, those required by Education Code sections 47604.32 and 47605(m). The Charter School may not enter into a contract or agreement to be managed or operated by any other non-profit public benefit corporation (or any other corporation or entity) without the express written prior approval of the District. The obligations of the Charter School under such agreement or contract are solely the responsibility of the Charter School and are not the responsibility of the District.

9. **Complaints.** Complaints filed with the Charter School shall be handled in accordance with the Charter School's internal complaint procedures. If the District receives any complaints regarding internal matters of the Charter School, the District shall immediately forward such complaints to the Charter School. Copies of written complaints against the Charter School, filed with any governmental entity other than the District, must be provided to the District within five (5) working days of receipt. If any such complaint raises an issue or issues that may be grounds for revocation or non-renewal of the charter, the District may request that the Charter School report to the District on how such complaints are being addressed, and the Charter School agrees to provide such information upon the District's request. The Charter School shall make such information available to the District for inspection and copying upon request during regular business hours or, upon request, the Charter School shall deliver to the District within ten (10) business days a current copy of any requested records or information. Under all circumstances, the Charter School will cooperate fully in the release of information to the District to assist in the District's oversight obligations.

10. **Fiscal Relationship.**

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

(b) Oversight Fee. The Parties agree that the District will incur costs in connection with its performance of supervisory oversight of the Charter School as required by law, and that it is not in the best interests of either Party to require a mechanical assessment, accounting, billing and payment process to compensate the District for such costs. The Parties further agree that, for the 2014-15 school year, the District is not providing the Charter School with substantially rent-free facilities as referenced by Education Code section 47613(b). Therefore, the Parties agree that the actual cost of the District's supervisory oversight of the Charter School

is one percent (1%) of all "Revenue of the Charter School" (excluding grants, loans, and private donations), as defined in Education Code sections 47613, 47632, subdivision (a) 42238.02, and 42238.03. The Parties further agree that should the District be required by law or requested by the Charter School to perform services on behalf of the Charter School outside of its supervisory oversight functions, it will incur additional costs or expenses, which Charter School agrees are not included within the services under the Oversight Fee. At this time the Charter School does not wish to retain the District for any additional services. Any agreement for additional services not covered by the Oversight Fee shall be subject to a separate written agreement and the Charter School agrees to reimburse the District for such services pursuant to the terms of such agreement.

"Supervisory Oversight" as used in the Education Code section 47613 is defined in Education Code sections 47604.32 and 47604.33 to mean the District's performance of duties to include the following:

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

(c) Payment for Oversight Fees and Encroachment. Although calculated on an annual basis, the District shall withhold the Oversight Fee and Special Education Encroachment Contribution ("Encroachment") on a monthly basis from the Charter School's in lieu property tax disbursement, paid by the District pursuant to Education Code section 47635. The amount withheld for the Oversight Fee shall be estimated based upon prior year oversight fees, and divided into equal monthly payments. The amount deducted for the Encroachment shall be calculated pursuant to Paragraph 7(B) of the Special Education MOU between the Parties. The estimated and the actual cost calculations will be reconciled by the District once the final data is determined. By the 15th of each month, the District shall send a monthly invoice and receipt to the Charter School reflecting the estimated monthly oversight fee due to the District and payment by the Charter School for the Charter School's records. A final receipt showing the reconciliation shall be provided to the Charter School at the end of the fiscal year with reconciliation to happen at that time.

If at any time it is determined by the District that the Charter School has paid more than its actual pro rata share of Encroachment, the District will give notice of same within 30 days,

and such amounts shall be refunded to the Charter School or, at the sole option of the Charter School, applied to the Encroachment of the following school year. Similarly, if at any time it is determined by the District that the Charter School has paid less than its actual pro rata share of Encroachment, the District will give notice of same within 30 days, and such amounts shall be paid by the Charter School within thirty (30) days, or, at the sole option of the District, added to the Encroachment of the following school year. In the event that the District and Charter School cannot agree as to the amount owed pursuant to the calculations, the matter shall be resolved pursuant to the dispute resolution provision in the Charter. However, the Charter School shall pay any undisputed amount based on the timelines prescribed in this section.

(d) Distribution of Assets Upon Revocation or Closure. Should the Charter School, as an entity separate from the Non-Profit, cease to exist (by revocation or nonrenewal of its charter or by voluntary closure), and upon a final audit and the payment of, or provision for payment of, all debts and liabilities of the Charter School, any public funds held by or for the Charter School and any assets of the Charter School purchased with public funds shall be distributed in accordance with the terms of the Charter.

11. **Fiscal Controls.**

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

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

(b) Attendance Accounting. The Charter School shall establish and maintain an appropriate attendance accounting system to record the number of days students are actually in attendance and engaged in activities required of them by the Charter School. The annual audit (see section 11(c) below) will review actual attendance accounting records and practices to ensure compliance. The Charter School's attendance accounting practices will be in conformance with the Charter Schools Act, the California Code or Regulations sections defining charter school average daily attendance, and other applicable law.

(c) Annual Financial Audit. The Charter School's governing board will annually appoint an external fiscal auditor. Said external fiscal auditor must be listed on the State Controller's Office website as approved to conduct such audits. The audit shall include, but not be limited to:

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

The Charter School shall complete its audit within ninety (90) days of the close of the fiscal year. A copy of the audit report shall be submitted to the District within thirty (30) days of completion, and no later than December 15 of the fiscal year following the fiscal year for which the audit was performed. It is anticipated that annual audits will be completed within five months of the close of each school year, and a copy of the auditor's findings will then be forwarded to the District, Contra County Office of Education (CCOE), the State Controller's Office, and the California Department of Education (CDE) by December 15th of the pending year.

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

- (1) On or before July 1, 2014, and by July 1 each year thereafter, an adopted preliminary budget;
- (2) On or before December 15, a first interim financial report, reflecting changes through October 31;
- (3) On or before March 15, a second interim financial report, reflecting changes through January 31; and
- (4) On or before September 15, a final unaudited report for the full prior fiscal year.

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

(f) Loans. The Charter School agrees that it shall establish a fiscal plan for repayment of any loans received by the Charter School in advance of receipt of such loans. It is agreed that all loans sought by the Charter School shall be authorized in advance by the governing board of the Charter School and shall be the sole responsibility of the Charter School. The District will have no obligation with respect to any loans received by the Charter School to finance its operations, and any such loan shall be the sole responsibility of the Charter School. Upon request, the Charter School will provide information regarding any such loan to the requesting agency pursuant to Education Code section 47604.3. The Charter School shall notify the District, in writing, no later than thirty (30) days prior to entering into any loan debt or line of credit, whatsoever.

(g) Advance of Funds. The District may in its sole discretion advance funds to the Charter School. In addition, the District may in its sole discretion provide a line of credit for the Charter School.

(h) Cash Flow and Reserve. The Parties agree that the maintenance of a sufficient level of funding reserve is in the best interest of Charter School and its successful operation. Accordingly, Charter School shall maintain reserves of no less than three percent (3%). An explanation of any projected drop in reserves below the three percent (3%) level must be included in the Charter School's assumptions in the adopted budget for the fiscal year.

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

(j) Banking Arrangements. The Non-Profit's Operations Associate will reconcile the Charter School's ledger(s) with its bank accounts or accounts in the County Treasury on a monthly basis and prepare (1) a balance sheet, (2) a comparison of budgeted to actual revenues and expenditures to date, and (3) a cash flow statement, which will be submitted with the reports listed above in section 11(d). The Charter School will deposit all funds received as soon as practical upon receipt. A petty cash fund, not to exceed two hundred dollars (\$200), may be established with an appropriate ledger to be reconciled twice monthly by the Non-Profit Operations Associate who shall not be authorized to expend petty cash.

(k) Purchasing Procedures. With respect to all purchases of services or physical assets over five thousand dollars (\$5,000), the Charter School must maintain documentation for a five (5) year period of a good faith effort to secure the lowest possible cost for comparable goods or services. Charter School's governing board shall follow its adopted fiscal control policies and procedures regarding purchase orders and check requests.

(l) Property Inventory. The Charter School's Operations Associate or his or her designee shall establish and maintain an inventory of all Charter School non-consumable goods and equipment valued at more than one thousand dollars (\$1000). This inventory shall include the original purchase price and date, a brief description, serial numbers, and other information appropriate for documenting the Charter School's assets. Property shall be physically inventoried every two years and lists of any missing property shall be maintained in the organizations home office and presented to the Charter School's governing board as requested. Said inventory, or copies thereof, shall be provided to the District immediately upon request.

(m) Payroll. The Charter School will prepare payroll checks, tax and retirement withholdings, tax statements, and perform other payroll support functions. The Charter School's Chief Operations Officer and Operations Associate will review payroll statements monthly to ensure that (1) the salaries are consistent with staff contracts and personnel policies and (2) the proper tax, retirement, disability, and other withholdings have been deducted and forwarded to the appropriate authority. All staff expense reimbursements will be on checks separate from payroll checks. Upon hiring of staff, a personnel file will be established with all appropriate payroll-related documentation including a federal I-9 form, tax withholding forms, retirement data and use of sick leave.

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

12. **Reporting to the District.**

(a) Enrollment.

1. Annual enrollment reporting. On an annual basis, and no later than January 15 of each year, the Charter School shall provide the District a copy of its estimated maximum enrollment plans and anticipated grade level offerings for the following school year. By July 1, the Charter School shall also provide a list of students meaningfully interested in enrolling in the Charter School the following school year (including their name, residential address, telephone number, and the district of residence for each student). The Charter School recognizes that this information is critical to District planning for the next year.

2. Bi-Monthly enrollment reporting. No later than the 10th calendar day of the specific month the Charter School will provide to the school district every two (2) months during the Charter School's school year, a copy of its student enrollment list for the prior month, including the name, residential address, residential telephone number, and school district of residence for each student as detailed in Item 4 (b) of this agreement

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

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

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

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

(f) Performance Assessments. The Charter School shall forward results from statewide assessments to the District promptly upon receipt by the Charter School, but in no event later than thirty (30) days after such receipt.

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

13. Special Education and Related Services; English Learners.

(a) Provision of Special Education and Related Services. For School Year 2014-2015 or until the Charter School is accepted as an LEA member of a SELPA, the Charter School shall be categorized as a "public school" within the District in conformity with Education Code Section 47641(b) for purposes of special education and in accordance with the manner that special education is delivered and funded to other schools of the District. The Charter School agrees to take all necessary steps to obtain LEA membership within another SELPA. The Parties will enter into a separate Special Education MOU, which shall govern the provision of special education and related services to Charter School students.

For school years 2015-2016 through 2018-2019, it is the intent of the Parties that the Charter School shall be its own local educational agency ("LEA"), pursuant to California Education Code section 47641, subdivision (a). The Charter School will seek membership as an independent LEA in another SELPA with an LEA status to begin in the school year 2015-2016. By April 1, 2015, the Charter School will provide the District with an update as to the Charter School's status as an LEA in another SELPA.

When the Charter School serves as its own LEA for the purposes of special education, the Charter School will be solely responsible, at its own expense, for insuring that all children with disabilities enrolled in the Charter School receive special education and designated instruction and services in conformity with their individualized education programs and in compliance with the IDEA (20 U.S.C. § 1400 *et seq.*), its implementing regulations and all applicable state and federal law. (34 C.F.R. § 300.209(c); Ed. Code, § 47646(a).)

(b) English Learners & Section 504. The Charter School shall be solely responsible for compliance with Section 504 of the Rehabilitation Act of 1973 ("Section 504") (29 U.S.C. §§ 794 *et seq.*) and the Americans with Disabilities Act, including all associated funding and implementation. Additionally, the Charter School shall provide annual compliance training to Charter School's staff. The Charter School will annually administer the California English

Language Development Test ("CELDT") to all eligible students. The Charter School will be responsible for all applicable state and federal requirements regarding testing and reporting for English Learners.

14. Human Resources Management.

(a) Charter School Exclusive Employer. The Non-Profit is the exclusive public school employer of all employees of the Charter School for the purposes of the Educational Employment Relations Act. All employees of the Charter School are employees of the Non-Profit and shall have no right to employment by the District. The Non-Profit shall have sole responsibility for all employment-related decisions including, but not limited to, hiring, management, dismissal and discipline of employees of the Charter School.

(b) Compliance with Fingerprinting Requirements. Throughout the term of the Charter and this Agreement, all employees of the Charter School, parent volunteers who will be performing services that are not under the direct supervision of a certificated teacher, and onsite vendors having unsupervised contact with students, will submit to background checks and fingerprinting in accordance with the provisions of Education Code sections 44237 and 45125.1. The Charter School will provide certification to the District that all employees and volunteers or vendors have clear criminal records summaries prior to their having any unsupervised contact with students. The Charter School will maintain on file and have available for inspection, during District site visits, evidence that the Charter School has performed criminal background checks for all employees and documentation that vendors have conducted required criminal background checks for their employees prior to any unsupervised contact with students.

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

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

15. Insurance and Risk Management. The Charter School shall, at its sole cost and expense during the entire term hereof, procure, pay for and keep in full force and effect insurance with a licensed carrier(s) as outlined in this section 15, as well as any additional insurance required by law. The Charter School shall provide the District with a certificate of insurance for each policy purchased pursuant to this Section along with additional insured endorsements as required by section 15(a)(3) hereof.

(a) Basic Terms. All insurance policies required under this section 15 shall include the following:

(1) A clause stating: "This policy shall not be canceled or reduced until notice has been mailed to West Contra Costa Unified School District stating the date of cancellation or reduction. The date of cancellation or reduction may not be less than thirty (30) calendar days after the date of mailing such notice.";

(2) Language stating with particularity those insured, the extent of insurance, locations and operations to which the insurance applies, expiration date, to whom the cancellation and reduction notice required by section 15(a)(1) will be sent, and length of notice period; and

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

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

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

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

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

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

17. **Indemnification.** The Charter School shall indemnify, defend, and hold harmless the District, its officers, directors, employees, agents, representatives, volunteers, successors

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

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

18. **Compliance with Laws.** The Charter School agrees to comply with applicable federal or state laws (which may be amended from time to time), including, but not limited to the following:

- The Ralph M. Brown Act ("Brown Act") (Cal. Gov. Code, §§ 54950 *et seq.*);
- The California Public Records Act (Cal. Gov. Code, §§ 6250 *et seq.*);
- State conflict of interest laws applicable to charter schools operated by nonprofit corporations, including but not limited to the Political Reform Act (Gov. Code, §§ 87100 *et seq.*; Gov. Code, §§ 1090 *et seq.*);
- The Child Abuse and Neglect Reporting Act (Cal. Penal Code, §§ 11164 *et seq.*);
- The Individuals with Disabilities Education Rights Act ("IDEA") (20 U.S.C. §§ 1400 *et seq.*);
- The Americans with Disabilities Acts (42 U.S.C. §§ 12101 *et seq.*);
- The U.S. Civil Rights Acts, including Title VII of the 1964 Civil Rights Act;
- The California Fair Employment and Housing Act ("FEHA") (Cal. Gov. Code, §§ 12900 *et seq.*);
- The Age Discrimination in Employment Act ("ADEA") (29 U.S.C. §§ 621 *et seq.*);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §§ 794 *et seq.*);
- Education Code section 220;
- The Uniform Complaint Procedure (5 Cal.Code Regs., tit. 5, §§ 4600 *et seq.*);
- The Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. §§ 1232g *et seq.*);

- Local Control Funding Formula (California Assembly Bill 97); and
- All applicable state and federal laws and regulations concerning the improvement of student achievement, including but not limited to any applicable provisions of the Elementary and Secondary Education Act of 1965 (20 U.S.C. §§ 6301 *et seq.*) as amended by the No Child Left Behind Act of 2001("NCLB") (20 U.S.C. §§ 6301 *et seq.*).

(a) Brown Act and Governing Board Meetings. During the term of the Charter, the Charter School agrees to comply with key terms of the Brown Act and shall conduct the meetings of its governing board in accordance with the Brown Act, including making public the agendas of such meetings in advance, as required by the Brown Act. The Charter School will provide annual Brown Act training to all members of its governing board, administrative staff, and any other staff deemed appropriate by the Charter School. The governing board of the Charter School shall conduct public meetings at such intervals as are necessary to ensure that the board is providing sufficient direction to the Charter School through implementation of effective policies and procedures. The District reserves the right to appoint a single representative to the Charter School's governing board in accordance with the provisions of Education Code section 47604(b). The Charter School agrees to provide to the District's representative on the governing board a complete board packet of information being submitted to the board before each meeting, in sufficient time for review. Governing board adopted policies, meeting agendas and minutes shall be maintained and shall be available for public inspection and to the District during site visits (or upon request).

(b) Public Records Act. The Charter School agrees that all of its records that relate in any way to the operation of the Charter School shall be treated as public records subject to the requirements of the Public Records Act (Cal. Gov. Code, §§ 6250 *et seq.*) as well as Education Code section 47604.3.

19. Participation in Special Programs and Services; Transportation.

(a) Sports and Other Activities; Student Insurance. In the event that the Charter School wishes to have its students or staff participate in a program or service offered by the District other than those specified by this Agreement, advance approval and arrangements must be made and confirmed in writing, and expenses for such participation may be charged to the Charter School. The District has sole discretion whether to allow the Charter School to participate in such District programs or services, including California Interscholastic Federation activities. Charter School participation in California Interscholastic Federation ("CIF") activities and sports are subject to the rules and regulations of CIF. Charter School students may participate at their own expense in student insurance coverage programs offered by the District.

(b) Transportation. Unless otherwise agreed with the District, the Charter School shall be responsible for any transportation offered to students who enroll in the Charter School.

20. **Health and Safety.** The Charter School agrees to adopt health and safety policies and procedures consistent with applicable federal law, including Section 504 and the IDEA. Charter School shall be responsible for ensuring the provision of health and nursing services to satisfy the health needs of the students who enroll in the Charter School as required by applicable laws, including but not limited to the administration of injectable medications.

21. **Revisions to Charter.** Changes to the Charter deemed to be material revisions in accordance with Education Code section 47607(a) may not be made without District Board consideration and approval. Revisions to the Charter considered to be material revisions include, but are not limited to, the following:

- (a) Substantial changes to the educational program (including the addition or deletion of an educational program), mission, or vision;
- (b) Changing to (or adding) a non-classroom-based program, if originally approved as a classroom-based program;
- (c) Proposed changes in enrollment that differ by more than 15 percent +/- of the enrollment originally projected in the charter petition;
- (d) Addition or deletion of grades or grade levels to be served;
- (e) The addition of facilities and/or new sites;
- (f) Admission preferences, unless necessary to comply with applicable state and/or federal law, regulations, or guidance governing the Public Charter Schools Grant Program or Charter School Facilities Grant Program;
- (g) Governance structure; and
- (h) Name changes of the Charter School.

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

- (a) The duly authorized representative of Charter School is the Chief Executive Officer, or designee.
- (b) The duly authorized representative of the District is the Superintendent or any designee thereof.

In order to ensure consistency in communications, all communication regarding any aspect of the operation of Charter School shall be initiated by the designated representative of Charter School with the Superintendent of the District, unless the Superintendent delegates this function to another employee of the District.

In the event of changes in laws, the District and the Charter School agree to negotiate modifications to this Agreement as required by applicable law.

23. **Dispute Resolution.** Any and all disputes arising out of the interpretation or performance of this Agreement shall be subject to the following procedure until a resolution is reached. Once the Parties have exhausted the procedures stated in (a)-(c), below, each may pursue a remedy as entitled to them by law. Notwithstanding the foregoing, if any such dispute concerns facts or circumstances that may be cause for revocation of the Charter, the District shall not be obligated by the terms of this section as a precondition to revocation.

(a) The disputing party shall provide written notice of the dispute to the other party. Thereafter, the Charter School's Chief Executive Officer or designee shall meet with the District's Superintendent or designee within thirty (30) days to attempt informal resolution of the dispute.

(b) In the event this informal meeting fails to resolve the dispute, both Parties or their designees, within sixty (60) days counting from the initial informal meeting date, shall identify two governing board members from their respective boards who shall jointly meet with the Charter School's Chief Executive Officer or designee and the District's Superintendent or designee and attempt to resolve the dispute.

(c) If this joint meeting fails to resolve the dispute, the District and the Charter School shall enter into non-binding mediation before a mutually agreed upon mediator, with the costs of the non-binding mediation to be split evenly between the Parties. The format of the mediation shall be developed jointly by the District and the Charter School, and shall incorporate informal rules of evidence and procedure, unless both Parties agree otherwise. Notwithstanding the foregoing, the findings or recommendations of the mediator shall be non-binding, unless the governing boards of the Non-Profit and the District jointly agree to bind themselves. All timelines and procedures in this section 23 may be revised upon mutual written agreement of the District and the Charter School.

Exercise of any dispute mechanism authorized by this Agreement shall not, in and of itself, constitute a material violation of the charter or otherwise be grounds for revocation.

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

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

26. **Governing Law and Authority.** In the event of a conflict between the law and terms of this Agreement, the law shall prevail, and any such conflicting terms shall be severed from this Agreement and nullified. To the extent that this Agreement is inconsistent with any of the terms of the Charter, the terms of this Agreement supercede the terms of the Charter. However, if there are inconsistent terms between this Agreement and the Charter, the Parties will meet and confer on making them consistent. The violation of this Agreement, only, may not serve as a basis for the District's revocation of the Charter. The Parties further agree to jointly make any

modification of this Agreement or the Charter needed to effectuate changes in state or federal laws following the execution of this Agreement.

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

To the District at:

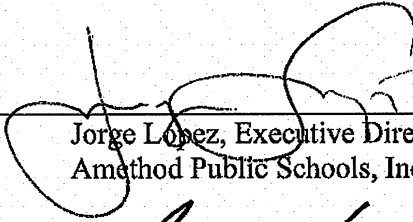
West Contra Costa Unified School District
1108 Bissell Avenue, Room 100
Richmond, California 94801
Attn: Dr. Bruce Harter, Superintendent

To the Charter School at:

Amethod Public Schools
345 12th Street, Second Floor
Oakland, CA 94604
Attn: Jorge Lopez, Executive Director

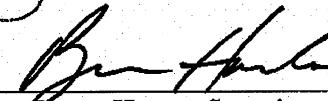
28. **Entire Agreement; Counterparts.** This Agreement contains the entire agreement of the Parties with respect to the matters covered hereby, and supersedes any oral or written understandings or agreements between the Parties with respect to the subject matter of this Agreement. This Agreement may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

Dated: 7/15/19



Jorge Lopez, Executive Director
Amethod Public Schools, Inc.

Dated: 7-21-19



Dr. Bruce Harter, Superintendent

West Contra Costa Unified School District

Approved and ratified this _____ by the Board of Education of the West Contra Costa Unified School District by the following vote:

AYES: _____
NOES: _____
ABSTAINS: _____

Certification by the Superintendent:

**SPECIAL EDUCATION MEMORANDUM OF UNDERSTANDING
BETWEEN
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
AND
AMETHOD PUBLIC SCHOOLS
REGARDING BENITO JUAREZ CHARTER ELEMENTARY SCHOOL**

This Memorandum of Understanding ("Agreement") is entered into as of July __, 2014, ("Effective Date"), by and between the Board of Trustees of the West Contra Unified School District ("District") and Amethod Public Schools ("Non-Profit"), a California non-profit public benefit corporation, operating the Benito Juarez Elementary School ("Charter School"), a public charter school authorized by the District. The District, the Non-Profit and the Charter School are collectively referred to as the "Parties." This Agreement sets forth the responsibilities of the Parties with respect to the delivery and financing of special education services to children enrolled in the Charter School.

1. RECITALS

- A. The District is the authorizing agency of the Charter School. The District granted the Charter School's charter ("Charter") on November 6, 2013, for a term of five years, beginning on July 1, 2014 and expiring June 30, 2019.
- B. Amethod Public Schools is a California non-profit public benefit corporation that operates Benito Juarez Elementary School, a public charter school existing under the laws of the State of California and under the chartering authority of the District.
- C. For the 2014-2015 school year, the Charter School shall be categorized as a "public school" within the District in conformity with California Education Code section 47641, subdivision (b) for the purposes of special education. The Charter School's students will be students of the District for purposes of special education.
- D. For the 2014-2015 school year, the District will serve as the Charter School's local educational agency ("LEA") for the purposes of special education, and as such must take steps to ensure that all children with disabilities enrolled in the Charter School receive special education and designated instruction and services in the same manner as is provided to students in other District schools, and in conformity with their individualized education plans ("IEP") and the Individuals with Disabilities Education Act ("IDEA") (20 U.S.C. § 1400 *et seq.*), its implementing regulations and all applicable state and federal laws. (Ed. Code, § 47646(a).)

- E. This Agreement has the purpose of clarifying the roles and responsibilities of the parties with regard to students who are enrolled and attend the Charter School in the 2014-2015 school year, and are or may be eligible for special education and related services under the IDEA.

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

2. USE OF TERMS

The Parties agree that unless otherwise stated herein, for the purposes of this Agreement, the terms "Charter School" and "Non-Profit" may be used interchangeably, with the duties and responsibilities of the Charter School and Non-Profit being the same under this Agreement.

3. TERM

The term of this Agreement shall be July 1, 2014 to June 30, 2015. This Agreement may be amended by mutual written agreement of the Parties at any time. This Agreement is subject to termination during the term of as permitted by law.

For school years 2015-2016 through 2018-2019, it is the intent of the Parties that the Charter School shall be its own local educational agency ("LEA"), pursuant to California Education Code section 47641, subdivision (a). The Charter School will seek membership as an independent LEA in another SELPA with an LEA status to begin in the school year 2015-2016. By April 1, 2015, the Charter School will provide the District with an update as to the Charter School's status as an LEA in another SELPA.

When the Charter School serves as its own LEA for the purposes of special education, the Charter School will be solely responsible, at its own expense, for insuring that all children with disabilities enrolled in the Charter School receive special education and designated instruction and services in conformity with their individualized education programs and in compliance with the IDEA (20 U.S.C. § 1400 *et seq.*), its implementing regulations and all applicable state and federal law. (34 C.F.R. § 300.209©; Ed. Code § 47646(a).)

If the Charter School is not its own LEA for the 2015-2016 school year, the Parties will meet and confer to discuss renewal of this Agreement.

4. DESIGNATED REPRESENTATIVE

The District's designated representative shall be the District Superintendent or designee, who shall have the authority to act on behalf of the District. The Charter School's designated representative shall be the Chief Executive Officer or designee, who shall have the authority to act on behalf of the Charter School.

5. NONDISCRIMINATION IN ADMISSIONS

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

6. SECTION 504 AND THE ADA

The Parties agree that this Agreement is intended to address the responsibilities of the parties with respect to the provision and financing of special education and related services under the IDEA and does not cover services or accommodations required under Section 504 of the Rehabilitation Act of 1973 ("Section 504") (29 U.S.C. §§ 794 *et seq.*), or under the Americans with Disabilities Act of 1990 ("ADA") (42 U.S.C. §§ 12101 *et seq.*). The Charter School shall be solely responsible, at its own expense, for compliance with Section 504 and the ADA unless otherwise agreed to in writing by the parties, such as in a Facilities Use Agreement.

7. SPECIAL EDUCATION FUNDING

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

B. Charter School Contribution to Encroachment. The Charter School shall owe the District a pro-rata share of the District's unfunded special education costs (encroachment). The encroachment amounts set forth by the District are subject to updating when the District's actual unfunded special education costs become available. At the end of each fiscal year, the District shall calculate the Charter School's pro-rata share of the District-wide encroachment for that year as calculated by the total unfunded special education costs of the District (including those costs attributable to the Charter School) divided by the total number of District average daily attendance ("ADA") (including Charter School students) and multiplied by the total number of Charter School ADA. Charter School ADA shall include all students, regardless of home district. Payments for encroachment shall be made by the Charter School to the District on a monthly basis. Pursuant to the Operational Memorandum of Understanding between the Parties, the

monthly amount due by the Charter School will be withheld from the District's in lieu property tax disbursement to the Charter School that is made under Education Code section 47635.

The District shall provide financial and other information needed to allow the Charter School to review and confirm the accuracy of the District's estimated and actual pro-rated encroachment calculations as reasonably requested by the Charter School. For the 2014-2015 school year, the Charter School's estimated pro-rata share of encroachment shall be calculated based upon District's actual preceding school year encroachment and an estimated Charter School ADA of 160.

8. PROVISION OF SPECIAL EDUCATION AND RELATED SERVICES

A. General Provisions

1. Intent of the Parties. The Parties intend to ensure that all students with disabilities who attend the Charter School are provided a free appropriate public education ("FAPE") in compliance with the IDEA (20 U.S.C. § 1400, *et seq.*) and California Education Code section 56000, *et seq.*
2. Provision of Services. A child with disabilities attending the Charter School shall receive special education and related services in the same manner as a child with disabilities who attends another public school of the District. (Ed. Code, § 56145.) A full continuum of special education programs and related services shall be provided by the District to Charter School students as required by an individual student's IEP.
3. Days of Service. Special education services shall be available to the Charter School for the number of days specified in students' IEPs.
4. Staffing. The District is responsible for the hiring, training, and employment of site staff necessary to provide special education services to Charter School students, including, without limitation, special education teachers, paraprofessionals, and resource specialists. The District shall be responsible for the hiring, training, and employment of itinerant staff necessary to provide special education services to Charter School students, including, without limitation, speech therapists, occupational therapists, behavioral therapists, and psychologists.

All special education and related services must be provided by qualified personnel meeting state certification, licensing, registration or other applicable requirements. (34 C.F.R. § 300.156.) The District shall be responsible for screening and hiring employees to provide special education services for students enrolled in the Charter School in the same manner as for District schools.

To the extent allowable and consistent with the District's applicable collective bargaining agreements with its employees, the District shall consult with the Charter School regarding the assignment of employees providing special education pursuant to this Agreement.

To the extent that the District and/or SELPA provide training opportunities and/or information regarding special education to site staff, such opportunities and/or information shall be made available to the Charter School.

5. Contracts with Non-District Providers. The Charter School shall not contract with any outside person or agency for the provision of special education and/or related services to Charter School students without the prior written approval of the District. Moreover, any such contracts may only be entered into with nonpublic schools or agencies properly certified by the State of California.
6. Student Records. The Charter School is responsible for obtaining the cumulative files, prior and/or current IEPs and other special education information on any student enrolling from a non-District school. The Charter School shall forward copies of all such information to the District. The District will ensure that the Charter School is provided with notification and relevant files of all students transferring to the Charter School from a District school, who have an existing IEP, in the same manner that ensures the forwarding of such information between District schools. All records and files will be released with the signed permission of the Parent/Guardian.
7. Notice of Procedural Safeguards. The District shall provide the Parent/Guardian with a notice of procedural safeguards when: a Parent/Guardian asks for a copy; the first time a child is referred for special education assessment; each time a child is reassessed; each time a Parent/Guardian requests a due process hearing; and each time a change of placement is implemented because of a violation of a code of student conduct. (20 U.S.C. § 1415(d)(1)(A); 34 C.F.R. §§ 300.504(a) and 300.530(h); Ed. Code, §§ 56301(d)(2), 56321, 56500.1 and 56502.)

B. Enrollment, Identification and Evaluation

1. Enrollment Information. The Charter School shall include on its enrollment form(s) a question regarding whether the student seeking to enroll in the Charter School is, or may be, a student eligible for special education and related services. The Charter School shall provide the District with a list of special education students enrolled in the Charter School at the beginning of each school year and shall update the list on a quarterly basis.

2. Identification and Referral. The District shall work cooperatively with the Charter School in identifying and referring students who have or may have exceptional needs that qualify them to receive special education services. The District will develop, maintain, and implement policies and procedures to ensure identification and referral of students who have, or may have, such exceptional needs. These policies and procedures will be in accordance with California law and District policy. The Charter School will implement the District's policies and procedures. The District shall provide the Charter School with any assistance that it generally provides its other public schools in the identification and referral processes. A pupil shall be referred for special education instruction and services only after the resources of the regular education program have been considered and, where appropriate, utilized. (Ed. Code, § 56303.)

3. Assessment. District staff shall conduct all necessary special education assessments of Charter School students, including but not limited to initial assessments, annual assessments and triennial assessments, unless the parties agree otherwise in writing. The District will determine what assessments, if any, are necessary and arrange for such assessments for referred or eligible students in accordance with the District's general practice and procedure and applicable law. All such assessments will be conducted by qualified personnel and comply with state and federal law and regulations. (20 U.S.C. § 1414(a)-(c); 34 C.F.R. §§ 300.300-305; Ed. Code, § 56320; Cal. Code Regs., tit. 5, § 3023.) Except as provided by state and federal law, the District may not conduct an assessment without first obtaining the written consent of the Parent/Guardian. (20 U.S.C. § 1414(a)(1)(D); 34 C.F.R. § 300.300; Ed Code, § 56321.) The Charter School shall work in collaboration with the District to obtain parent/guardian consent to assess Charter School students. The Charter School shall not conduct special education assessments unless directed by the District.

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

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

4. Interim Placement. For students with a current IEP who enroll in the Charter School from a school outside the District, the Charter School and the District shall confer and either implement the student's existing IEP to the extent possible, or otherwise provide the student with an interim placement, not to exceed 30 days, in accordance with all applicable state

and federal law. Before the expiration of the 30 day period, the interim placement shall be reviewed by the IEP team and final recommendations made. (Ed. Code, § 56325.)

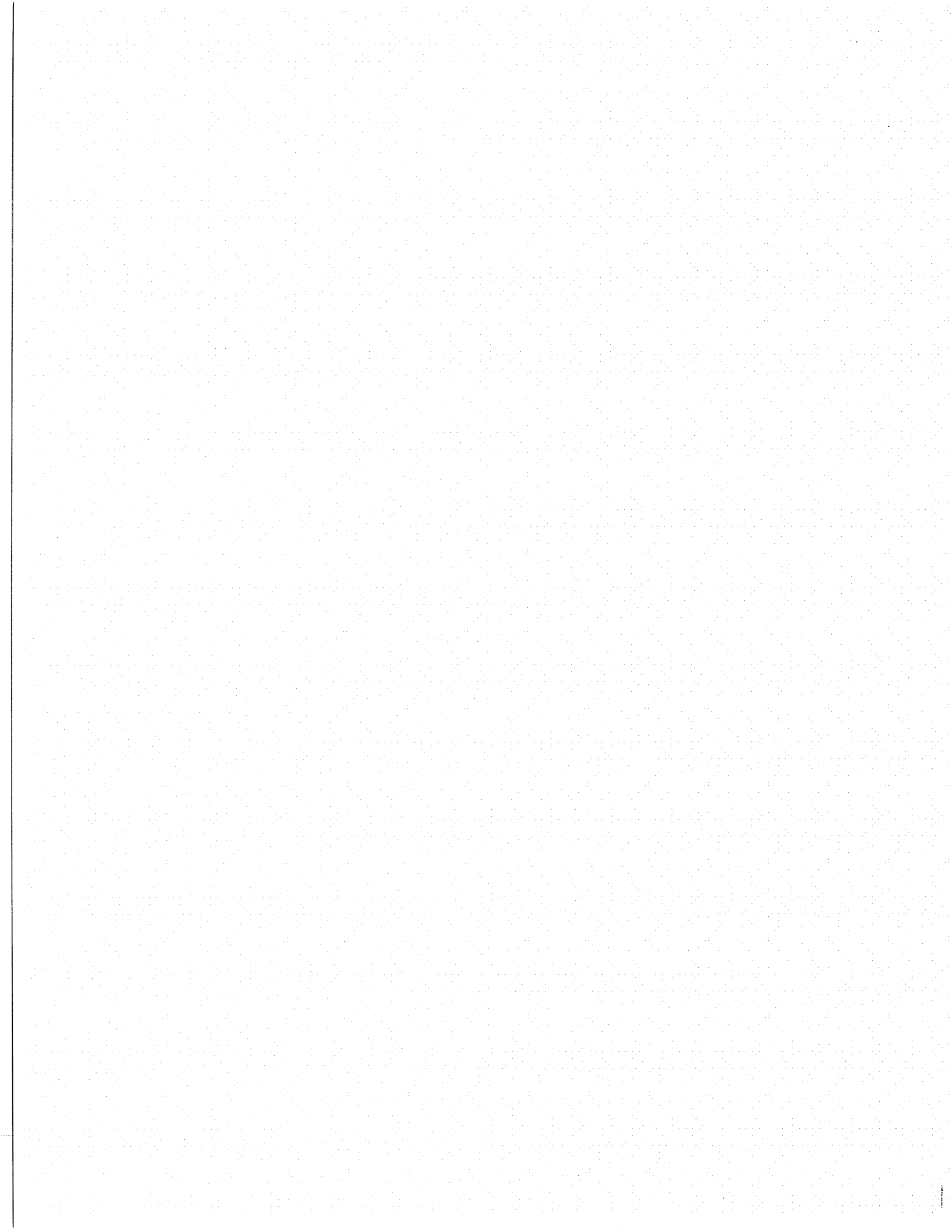
The Charter School shall notify the District immediately of students who may fall into this category. The District will provide consultative

assistance and necessary services to the Charter School to help transition such students.

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

C. Individualized Education Programs (IEPs)

1. IEP Team Membership. IEP team membership shall be in compliance with state and federal law and shall include a designated representative of the Charter School and a designated representative of the District. (20 U.S.C. § 1414(d)(1)(B); 34 C.F.R. § 300.321; Ed. Code, § 56341(b).)
2. IEP Meetings. Responsibility for arranging and providing notice for all IEP team meetings shall be allocated in accordance with the District's general practice and procedure and applicable law. The Charter School shall be responsible for having the designated representative of the Charter School and other members of the student's IEP team, including at least one general education teacher knowledgeable about the regular education program at the Charter School in attendance at the IEP team meeting. District staff and Charter School staff shall consult as needed and work cooperatively to review individual students' assessment data and progress prior to IEP meetings and discuss how special students' needs may be most effectively met. However the District staff and Charter School shall not predetermine any aspect of the IEP. The Parent/Guardian shall be given a copy of the procedural safeguards upon notice of each IEP meeting. (Ed. Code, § 56341.)
3. IEP Contents. The District and the Charter School shall use the SELPA forms to complete the IEPs. Each IEP must include, but is not limited to: a statement of the child's present levels of educational performance; measurable annual goals; the special education and related services and supplementary aids and services to be provided to the child; an explanation of the extent, if any, to which a child will not participate with non-disabled children; the dates, frequency, location and duration of services for the child; and a statement of how the child's progress toward his or her annual goals will be measured. (20 U.S.C. § 1414(d)(1)(A); 34 C.F.R. § 300.320; Ed. Code, § 56345.)



4. Parental Consent to the IEP. The Parties may not implement an IEP to which a Parent/Guardian does not provide written consent. If a Parent/Guardian consents to only part of an IEP, the District and the Charter School must implement the portion of the IEP to which the Parent/Guardian consented. (Ed. Code, § 56346(e).) Notification of the other party is required any time a Parent/Guardian refuses to consent to any portion of an IEP. Anytime a Parent/Guardian refuses to consent to any portion of an IEP that the Charter School believes is required to provide a student with FAPE, the Charter School must notify the District.

D. Program and Services

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

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

2. Independent Study. No Charter School student eligible for special education and related services may participate in independent study, unless his or her IEP provides for such participation. The determination regarding the appropriateness of independent study for a particular student shall be made by the IEP team. (Ed. Code, § 51745(c).)
3. Referral to Nonpublic or Private Schools. The Charter School shall not make referrals for placement at nonpublic schools, private schools or residential placements without consultation with and prior written approval of the District. However, the decision to refer a student to a nonpublic or private school shall be an IEP team decision. If a parent unilaterally places a student at a nonpublic school, private school or in a residential placement, the Charter School shall immediately notify the District upon learning such information.
4. Transition Services. The District and the Charter School shall jointly ensure the provision of appropriate transition services to Charter School

students in the same manner they are provided to other eligible students in the District. (20 U.S.C. § 1414(d)(1)(A)(viii); 34 C.F.R. §§ 300.43 and 300.320; Ed. Code, § 56345.1.) Transition services shall be provided in conformity with applicable state and federal law. Transition services will be addressed in each charter school student's IEP no later than age 16.

9. DISCIPLINE OF SPECIAL EDUCATION STUDENTS

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

10. COMPLAINTS AND DISPUTE RESOLUTION

- A. Parent Concerns. The Charter School shall instruct Parents/Guardians to raise concerns regarding special education services, related services and rights to District and/or Charter School staff. Whenever a Parent/Guardian raises a concern regarding special education and/or related services, the Charter School shall immediately inform the District. The District representative in consultation with the Charter School's designated representative shall respond to and address the Parent/Guardian concerns.
- B. Complaints. In consultation with the Charter School, the District shall address/respond/investigate all complaints received under the Uniform Complaint procedure involving special education. The Charter School shall cooperate fully with reasonable requests from the District for information and documentation related to such complaints.
- C. Due Process Hearings. In consultation with the Charter School, the District may initiate a due process hearing related to the provision of FAPE to a Charter School student, if the District determines it is legally necessary to meet the District's responsibilities under federal and state law.

For the time periods that the Charter School is a school of the District for purposes of special education, the District and the Charter School shall work together to defend any due process hearing brought by a student enrolled in the Charter School. In the event that the District determines that legal counsel

representation is needed, the District/Charter School shall be jointly represented by legal counsel, selected by the District.

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

11. COST CONTAINMENT EFFORTS

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

12. INDEMNIFICATION

Indemnification of the Parties for one another regarding special education matters is addressed in the Operational MOU between the District and the Charter School.

13. MISCELLANEOUS PROVISIONS

A. Venue. The validity of this Agreement and any of its terms or provisions as well as the rights and duties of the parties shall be governed by the laws of the state of California, and venue shall lie only in Contra Costa County Superior Court.

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

The duly authorized representative of Charter School is the Executive Director, or designee.

The duly authorized representative of the District is the Superintendent or any designee thereof. In order to ensure consistency in communications, all communication regarding any aspect of the operation of Charter School shall be initiated by the designated representative of Charter School with the Superintendent of the District, unless the Superintendent delegates this function to another employee of the District.

C. Interpretation. The language herein shall be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all Parties shall be treated as equally responsible for such ambiguity.

- D. Integrated Agreement. This Agreement, together with the Operational Memorandum of Understanding, is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms. Each of the Parties acknowledges that no one has made any promise, representation or warranty whatsoever, express or implied, written or oral, not contained herein to induce them to execute this Agreement, and that this Agreement is not executed in reliance upon any such promise, representation or warranty.
- E. Non-Assignability. This Agreement may not be assigned by the Parties.
- F. Binding Effect. This Agreement is binding upon the successors and assigns of the parties, subject to the non-assignability restrictions set forth in subsection E above.
- G. Survival of Covenants. Notwithstanding termination of the Agreement, the indemnification provisions set forth in the Operational Memorandum of Understanding shall survive and be fully enforceable notwithstanding the termination date of the Agreement.
- H. Notices. All notices required by this Agreement may be sent by United States mail; postage pre-paid, to the Parties as follows:

To the District:

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

To the Charter School:

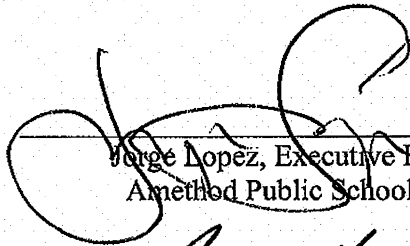
Amethod Public Schools
345 12th Street, Second Floor
Oakland, CA 94604
Attn: Jorge Lopez, Executive Director

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

promptly placed into the United States mail, postage pre-paid, and addressed as indicated above.

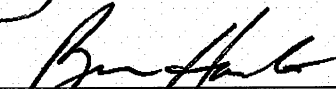
- I. Warranty. Each person below warrants and guarantees that s/he is legally authorized to execute this Agreement on behalf of the designated entity and that such execution shall bind the designated entity to the terms of this Agreement.
- J. Counterparts. This Agreement may be signed in counterpart such that the signatures may appear on separate signature pages. Facsimile or photocopy signatures shall have the same force and effect as original signatures.
- K. Enforcement. This Agreement shall be enforceable only following execution by both Parties and ratification or approval by the governing boards of each of the Parties.

Dated: 7/15/14



Jorge Lopez, Executive Director
Amethod Public Schools, Inc.

Dated: 7-21-14



Dr. Bruce Harter, Superintendent
West Contra Costa Unified School District

Approved and ratified this _____ by the Board of Education of the West Contra Costa Unified School District by the following vote:

AYES: _____
NOES: _____
ABSTAINS: _____

Certification by the Superintendent:

West Contra Costa Unified School District
1108 Bissell Avenue
Richmond, California 94801

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education **Meeting Date:** August 13, 2014
From: Wendell Greer **Agenda Item:** CI C.13
Associate Superintendent, K – Adult Operations
Subject: Facilities Use Agreement (FUA) for Caliber Beta Academy

Background Information:

On November 1, the Caliber Beta Academy, a county sponsored charter school that will open in fall of 2014 for the students from the West Contra Costa Unified School District, submitted a Proposition 39 request for facilities to serve 310 students. Proposition 39 (Education Code Section 47614) requires school districts to make “reasonably equivalent” facilities available to charter schools upon request.

Once preliminary agreement was reached between the District and Caliber founders, ground was broken at the Stege Elementary site on or about June 16. The District is providing 17 portable buildings, including: 12 classrooms. Portables are also provided for Special Education delivery of services, office, staff room and storage, rest room, and a Multi-Purpose Room.

Recommendation:

Approve fulfillment of district proposition 39 request to provide facilities to Caliber Beta Academy, as required by Education Code 47614.

Fiscal Impact: \$475,448.69 from Fund 40 for building offset from charter school 2% fees

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

**FACILITIES USE AGREEMENT BETWEEN
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT AND
CALIBER SCHOOLS
FOR USE OF CLASSROOM SPACE FOR EDUCATIONAL
PURPOSES AT THE STEGE ELEMENTARY SCHOOL CAMPUS
LOCATED WITHIN THE BOUNDARIES OF RICHMOND, CA**

THIS FACILITIES USE AGREEMENT ("Agreement") is made this 14th day of July, 2014, by and between the **WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT**, a California unified school district organized and existing under the laws of the State of California ("District"), and **CALIBER SCHOOLS**, a California not-for-profit public benefit corporation operating Caliber Beta Academy ("Charter School"). District and Charter School may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, Charter School is a not-for-profit public benefit corporation that is operating a charter approved by the Contra Costa County Board of Education under the laws of the Charter Schools Act of 1992 (Education Code §§ 47600 et seq.) serving students in kindergarten through sixth grade in the 2014-2015 school year; and

WHEREAS, pursuant to the requirements of California Education Code section 47614 and its implementing regulations ("Proposition 39"), the Charter School made a request for facilities for the 2014-2015 school year; and

WHEREAS, pursuant to Proposition 39, the District Board of Education made a written offer to provide Charter School with facilities for its in-district students; and

WHEREAS, the District and Charter School enter into this Agreement for the Charter School to occupy classrooms and use facilities (the "Premises") as particularly described in Exhibit "A" and located at the District's Stege Elementary School Campus (the "School Site"), at 4949 Cypress Avenue Richmond, California, 94804, commencing August 5, 2014 for the 2014-2015 school year; and

WHEREAS, the Parties intend that the provisions of this Agreement constitute full and complete satisfaction of the District's obligations to provide facilities to Charter School under Proposition 39 for the 2014-2015 school year;

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the Parties agree as follows:

AGREEMENT

1. **Use of Premises.** District agrees to allow use of the Premises at the School Site(s) by Charter School for the sole purpose of operating Charter School's educational program in

accordance with all applicable federal, state and local regulations relating to the Premises and to the operation of Charter School's educational program. Charter School shall not use the Premises for any use other than that specified in this Agreement or its charter without the prior written consent of District.

- 1.1. Charter School shall not commit, or suffer to be committed, any waste upon the Premises, or allow any sale by auction upon the Premises, or allow the Premises to be used for any unlawful purpose, or place any loads upon the floor, walls or ceiling which endanger the structure, or place any harmful liquids in the plumbing, sewer or storm water drainage system of the Premises. No waste materials or refuse shall be dumped upon or permitted to remain upon any part of the Premises except in trash containers designated for that purpose.
- 1.2. Any uses which involve the serving and/or sale of alcoholic beverages and the conducting of games of chance are prohibited on the Premises. Charter School shall comply with District-wide policy prohibiting the use of tobacco products on the Premises at all times.
- 1.3. Charter School shall not use or permit the use of the Premises or any part thereof for any purpose which is reasonably deemed inimical to public morals and welfare or morally objectionable as unsuitable for a public educational facility.
- 1.4. If required, Charter School shall obtain a use permit from the City in which the School Site is located for Charter School's use throughout the Term. Charter School shall require all invitees and guests to use the Premises only in conformance with the permitted use and with applicable governmental laws, regulations, rules and ordinances. During the Term, Charter School shall comply with the District's policy regarding Campus Security and Disruptions.
- 1.5. Charter School shall not do or permit anything be done in or about the Premises nor bring or keep anything therein which will in any way increase the District's existing insurance rate or affect any fire or other insurance upon the Premises, or cause a cancellation of any insurance policy covering the Premises or any part thereof or any of the contents of the Premises, nor shall the Charter School sell or permit to be kept, used or sold in or about the Premises any articles which may be prohibited by a standard form policy of fire insurance.
- 1.6. **Civic Center Act.** Charter School agrees to comply with the provisions of the Civic Center Act (Education Code §§ 38131 et seq.) to make the Premises accessible to members of the community. The Parties understand that the Premises are to be used primarily for educational programs and activities and as such, any use of the Premises by the Community shall not interfere with Charter School's educational program. Any request received by Charter School for use of the Premises pursuant to the Civic Center Act shall be promptly forwarded to the District. District shall be responsible for coordinating access to the Premises

under the Civic Center Act, and any fee paid for use of the Premises under the Civic Center Act shall be paid to the District.

2. Term.

2.1. The term of this Agreement shall be for one year. The commencement date shall be August 5, 2014, ("Commencement Date"), and, unless sooner terminated under any provision hereof, this Agreement shall end on June 30, 2015 ("Term"). Charter School has requested earlier access to the facilities than the Commencement Date, which the District shall provide if it determines, in its discretion, the site is ready and safe for such early access.

3. Pro Rata Share Charge.

3.1. Pursuant to Title 5, California Code of Regulations, Section 11969.1, the parties have mutually agreed that for the use of the Premises for the Term of the Agreement, Charter School shall pay as the Pro Rata Share Charge ("Pro Rata Share") two percent (2%) of the revenue of the Charter School.

3.2. The Pro Rata Share shall be paid in eleven (11) equal installments on the first day of each month of the Term, commencing with the Commencement Date.

3.3. Charter School acknowledges that late payment by Charter School to District of the Pro Rata Share and other sums due hereunder will cause District to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Those costs include, but are not limited to, processing and accounting charges. Accordingly, if District does not receive any installment of the Pro Rata Share or any other sum due from Charter School by 4:00 p.m. within ten (10) days after the Pro Rata Share is due, Charter School shall pay to District, as additional sums due, a late charge equal to five percent (5%) of the overdue amount or the maximum amount allowed by law, whichever is less. The Parties hereby agree that any late charge assessed to Charter School shall represent a fair and reasonable estimate of the costs District will incur by reason of late payment by Charter School. Acceptance of any late sums by District shall in no event constitute a waiver of Charter School's default with respect to any overdue amount, nor prevent District from exercising any of its other rights and remedies granted hereunder.

4. **Over-Allocation.** The District reserves the right to collect over-allocation and other applicable fees and reimbursements from Charter School, pursuant to Title 5, California Code of Regulations, section 11969.8. The Charter School's projected in-District Average Daily Attendance for the 2014-2015 school year, and upon which the Premises are provided is 268 - 285 gm

5. Utilities.

5.1. District shall furnish or cause to be furnished to the Premises necessary utilities. For purposes of the Agreement, utilities include electrical, natural gas, sewer, waste disposal/recycling and water services. The District's failure to furnish or cause to be furnished utilities when the failure is caused by (i) acts beyond the reasonable control of the District; (ii) strikes, lockouts, labor disturbances or labor disputes of any kind; (iii) any laws, rules, orders, ordinances, regulations, requirements or any other action by federal, state, county or municipal authority; or (iv) any other unavoidable delay, shall not cause the District to be in default of the Agreement and shall not result in any liability of the District. Charter School shall comply with all District energy conservation policies relating to use of the Premises.

5.2. Charter School shall be responsible for costs of all utility charges which are incurred by Charter School as a result of its use of the Premises, or which might be a charge or lien against the Premises, for gas, water, electricity, light, heat, power, telephone or other communications service used, rendered or supplied upon or on in connection with the Premises throughout the Term of this Agreement that are specifically incurred by Charter School, as determined by the proportion of Charter School's ADA to the District's ADA at the Premises. The District will include the Premises under its utility accounts, and Charter School shall be liable for any costs, expenses, fees or charges relating in any manner whatsoever to providing utilities to the Premises that are specifically incurred by Charter School. The District will bill Charter School monthly for the costs of these charges applicable to the Premises.

6. Furnishings and Equipment. The District shall provide, in accordance with the Proposition 39 regulations, all furnishings and equipment necessary to conduct classroom instruction and to provide for student services that directly support classroom instruction as found in the comparison group schools at the Premises. This shall be done pursuant to the District's loading standards, which are 24:1 for grades K-3 and 33:1 for grades 4-6. These furnishings and equipment shall remain the property of the District. The furnishings and equipment provided shall be equivalent to those furnishings and equipment provided in the comparison group of schools in accordance with 5 C.C.R. Section 11969.3, and shall include any internet infrastructure, including server, router, and wiring, necessary to allow the computers in each classroom, and in the computer lab, to be connected to the internet and to administer Common Core testing. The District and the Charter School shall develop a mutually agreeable inventory of furnishings and equipment that will be located at the Premises. District shall only be obligated to replace furnishings and equipment supplied by the District in accordance with District established schedules and practices. Charter School intends to house the following grade levels at the Premises: four kindergarten classrooms, two first grade classrooms, two second grade classrooms, two third grade classrooms and two sixth grade classrooms.

7. **Additional Services.** Charter School and District may negotiate additional services, maintenance or equipment as requested by Charter School. District shall assess Charter School separately for the cost to provide the additional services, if any.
8. **Shared School Site(s) and Recreational Facilities.** Charter School acknowledges and understands that the Premises are located in an operating public school site. As such, the School Site and the playgrounds, common areas, parking, recreational facilities and other outdoor play areas (collectively "Shared Space") will be used by other parties, including the District. Charter School shall cooperate with the other parties and the District in reaching amicable arrangements concerning the use of the Shared Space as indicated in Exhibit "B." Charter's access to the Shared Space shall be in proportion to its enrollment on the Premises.
9. **Parking.** Charter School shall have non-exclusive use of the parking lot located on the School Site. Charter School shall abide by District's policies concerning the use of the parking lot, including the District policy relating to the drop-off and pick-up of students. Charter School's use of the parking lot shall be on a first come, first serve basis but shall not unreasonably impact other occupants with similar access rights. Charter School may instruct its visitors, invitees and guests to park in the parking lot located on the School Site or on available street parking. Charter School shall not abandon any inoperative vehicles or equipment on any portion of the School Site. District shall not be liable for any personal injury suffered by Charter School or Charter School's visitors, invitees and guests for any damage to or destruction or loss of any of Charter School's personal property located or stored in the parking lots, street parking, or the School Site. Charter School accepts parking "AS IS" and Charter School acknowledges that District has not made and is not making any warranties whatsoever with respect to the parking.
10. **Condition of Premises.** The District is not aware of any defect in or condition of the Premises that would prevent their use for the Charter School's purposes. The District has not received any notice of violation of statute, ordinance, regulation, order or holding from any state or federal agency with jurisdiction over the Premises that calls into question the appropriateness or sufficiency of the Premises for their intended purpose. The District, at its expense, shall remain responsible for compliance with all applicable laws regarding the Premises during the Term of this Agreement. Charter School, at its expense, shall comply with all applicable laws, regulations, rules and orders with respect to its use and occupancy of the Premises, including, without limitation, those relating to health, safety, noise, environmental protection, zoning compliance and approvals, waste disposal, and water and air quality. The Charter School shall not be responsible for any and all environmental conditions that existed prior to the Charter School's occupancy of the Premises, so long as such environmental conditions are not exacerbated by the Charter School's negligence or willful misconduct. The District shall remain responsible for compliance with the ADA, FEHA, and other applicable building code standards for any existing compliance issue prior to the date of execution of this Agreement or that are not triggered by any modifications or improvements made by the Charter School. The Charter School shall only assume responsibility for compliance with ADA and FEHA access rights to the extent of any modifications or improvement made by the Charter

School. Should any modifications or improvements made by the Charter School change or affect the character of any existing improvements, Charter School shall be responsible for bringing said existing improvements into compliance with ADA, FEHA, and other applicable building code standards. Charter School shall comply with all licensing, payment and performance bond and prevailing wage laws with respect to all modifications. Notwithstanding the foregoing, Charter School shall not make any modification or improvement to the Premises that changes or affects the character of any existing improvements without the written consent of the District.

- 10.1. The Parties agree that if the structural elements of the Premises become damaged to a lesser condition than currently exists, and if the structural damage is due to no fault or negligence of Charter School, then District will repair the damage in order to bring it back to a condition which is similar to the condition which exists at the time Charter School takes possession of the Premises. District may, however, terminate this Agreement if the cost to repair the Premises exceeds One Hundred Fifty Thousand dollars (\$150,000) per incident. District may, in its sole discretion, pro-rate the Pro Rata Share during the "repair" period, if the resulting structural damage prohibits Charter School from carrying out its normal daily activities. If District elects not to perform a repair estimated to cost in excess of One Hundred Fifty Thousand dollars (\$150,000), Charter School may elect to remain in possession of the Premises and pay the Pro Rata Share, unless revised through mutual agreement of the Parties, or Charter School may elect to terminate this Agreement. In the alternative, if the District elects to terminate this Agreement and the Charter School declines to remain in possession of the Premises, the District shall use its best efforts to provide temporary facilities to avoid disrupting the Charter School's educational program.
- 10.2. As used in the Agreement, the term "structural elements of the building" are defined as and shall be limited to the foundation, footings, floor slab but not flooring, structural walls excluding glass and doors, and the roof excluding skylights. Plumbing, electrical and heating systems shall be considered "structural elements of the building" excluding, however, those repairs and maintenance items which can be completed without wall or floor removal in which case these repairs shall be the responsibility of Tenant.
11. **Title to School Site(s) / Classroom Buildings.** The Parties acknowledge that title to the School Site and Premises is held by District.
12. **District's Entry and Access to Premises.** District and its authorized representatives shall have the right, after two school-days' prior written notice to Charter School, to enter the Premises during normal business hours for the purpose of inspection ("Inspection"); or to perform deferred maintenance in or on the Premises in a manner so as not to disrupt the normal classroom and school activities; provided, however, that in an emergency situation, no prior notice shall be required. In an emergency, District shall give notice to Charter School by telephone at 510-255-5372 and/or by email at apatton@caliberbetaacademy.org immediately upon District's receipt of notification of

any emergency. If Charter School is not present to open and permit an entry into the Premises in an emergency situation as reasonably determined by District, District may enter by means of a master key without liability to Charter School.

12.1. If Charter School is violating the use restrictions of the Agreement or is not in material compliance with any applicable law, then all reasonable costs and expenses reasonably and actually incurred by District in connection with any Inspection shall become due and payable by Charter School as additional sums due District, within ten (10) days of presentation by District of an invoice for the Inspection.

12.2. If Charter School fails to perform any covenant or condition to be performed by Charter School pursuant to the Agreement or the Charter School's charter, District and its authorized representative shall have the right, after reasonable prior written notice to Charter School, to enter the Premises during normal business hours for the purpose of performing the covenant or condition at District's option after thirty (30) days' written notice to and failure to perform by Charter School (provided, no written notice is required in the case of emergencies). All costs incurred by District in shall be reimbursed to District by Charter School within ten (10) days of written demand, together with interest at the Interest Rate computed from the date incurred by District until paid. Any performance by District of Charter School's obligations shall not waive or cure the default. All reasonable out-of-pocket costs and expenses actually incurred by District, including reasonable attorneys' fees (whether or not legal proceedings are instituted), in collecting the fees herein or enforcing the obligations of Charter School under the Agreement shall be paid by Charter School to District within ten (10) days of written demand.

District may, during the progress of such work, keep and store on the Premises all necessary materials, tools, supplies and equipment. District shall not be liable for inconvenience, annoyance, disturbance, loss of business or other damage to Charter School by reason of making the repairs or the performance of any work.

12.3. Notwithstanding the foregoing and without further notice, District shall have the right to enter the Premises to conduct its own operations, to perform any routine or deferred maintenance, custodial services, or conduct inspections of the Premises. District will use reasonable efforts during the course of any access of the Premises to not disrupt Charter School's classroom and instructional activities.

12.4. Charter School expressly waives any claim for damages for any inconvenience to or interference with the Charter School's educational program, any loss or use of quiet enjoyment of the Premises related to District's entry into the Premises for the purposes identified in this Section.

13. Surrender of Premises, Furnishings and Equipment.

- 13.1. On the last day of the Term, or on sooner termination of this Agreement, Charter School shall surrender the Premises, furnishings and equipment to District and any existing improvements in good order, condition and repair, free and clear of all liens, claims and encumbrances, though nothing in this provision shall be construed as authorizing Charter School to allow or cause to be placed, any liens, claims and/or encumbrances of any kind, unless expressly permitted in this Agreement. The condition of the Premises, furnishings and equipment, when surrendered shall be similar to that existing as of the Commencement Date of this Agreement excepting normal ordinary wear and tear and any structural improvements made by District subsequent to the Commencement Date. This Agreement shall operate as a conveyance and assignment to District of any improvements identified by District to remain on the Premises.
- 13.2. Charter School shall remove from the Premises all of Charter School's personal property, trade fixtures, and any improvements made by Charter School which Charter School and District agreed would be removed by Charter School and which may be removed without irreparable or material damage to the Premises. Removal of Charter School's property shall be subject to all applicable laws, including any local permits and/or approval by the California Department of General Services, Division of the State Architect.
- 13.3. All property that is not removed on or before the end of the Term, shall be deemed abandoned by Charter School and associated costs to store, remove or dispose of abandoned personal property shall be the responsibility of Charter School. If the Premises are not surrendered at the end of the Term or upon earlier termination of this Agreement, Charter School shall indemnify District against loss or liability resulting from delay by Charter School in surrendering the Premises including, without limitation, any claims made by any succeeding charter school or loss to District due to lost opportunities to timely obtain succeeding tenants.
- 13.4. Holding Over. If Charter School remains in possession of the Premises or any part thereof after the end of the Term or upon earlier termination of this Agreement without the express written consent of District, Charter School's occupancy shall be a tenancy on a month-to-month basis for a pro rata share equal to one hundred fifty percent (150%) of all monthly sums charged and owing the previous thirty (30) calendar day period.
- 13.5. No payment of money by Charter School after the termination of the Agreement, or after the giving of notice of termination by the District to the Charter School, shall reinstate, continue or extend the Term.

14. Potential Sale and Non-Disturbance.

14.1. **Sale of the Premises.** Should District ever seek to sell the fee interest in the Premises and the improvements thereon during the Term of this Agreement, Charter School shall be entitled to whatever priority that may exist under State law at that time for charter schools with respect to purchase of publicly-owned facilities or lands. Nothing in this Agreement shall be construed as providing Charter School with an option to purchase the Premises, or as providing Charter School with a priority to purchase the Premises contrary to any provision of State law. Charter School acknowledges that upon the sale or transfer of the Premises, it may be necessary for District to move Charter School to a reasonably equivalent facility.

14.2. **District's Right to Assign.** District's interest in this Agreement may be assigned to any mortgagee or trust deed beneficiary as additional security. Nothing in this Agreement shall empower Charter School to do any act without District's prior consent which can, shall or may encumber the title of District of all or any part of the Premises.

14.3. **Non-Disturbance.** In the event of the sale, encumbrance, hypothecation, conveyance or transfer of title to the Premises by District for any reason whatsoever (collectively "Transfer"), such Transfer shall be subject to the execution of a non-disturbance agreement reasonably acceptable to Charter School.

15. **Taxes; Assessments.** Charter School shall pay any assessment on the Premises, including any improvements which Charter School constructs or causes to be constructed on the Premises, whether real estate, general, special, ordinary or extraordinary, or rental levy or tax, improvement bond, and/or fee imposed upon or levied against the Premises or Charter School's legal or equitable interest created by this Agreement, and the taxes assessed against and levied upon Charter School's alterations and utility installations that may be imposed by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Premises' address and where the proceeds so generated are applied by the city, county or other local taxing authority having jurisdiction. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

16. Maintenance.

16.1. **Routine Repair and General Maintenance.** Charter School shall be responsible for the routine repair and general maintenance of the Premises and any furnishing or equipment provided to Charter School. For purposes of the Agreement, "routine repair and general maintenance" shall mean the school facility component work performed on an annual basis each year to keep facilities in proper operating condition. The District will provide Charter School with access or reference to its Maintenance and Operations Policies and Procedure Manual,

Integrated Pest Management Policy and any other policies, procedures or guidelines regarding standards for performing routine repair and general maintenance work.

- 16.2. **Deferred Maintenance.** District shall be responsible for the major maintenance of the Premises. For purposes of the Agreement, "major maintenance" includes, for example, the major repair or replacement of plumbing, heating, ventilation, air conditioning, electrical, roofing, and floor systems, exterior and interior painting, and any other items considered deferred maintenance under Education Code section 17582. All other kinds of maintenance shall be considered routine maintenance and shall be the responsibility of the Charter School. The District shall only be obligated to perform deferred maintenance on the Premises on an equivalent basis as that performed at other comparable District school sites.
17. **Title to and Removal of Charter School's Improvements / Premises; Equipment Requirements.**
- 17.1. Charter School shall not construct or cause to be constructed on the Premises any improvements ("Charter School's Improvements") without express prior written consent from District. For District consent and approval, Charter School's Improvements must be considered necessary to the operation of its educational program.
- 17.2. Charter School shall at its own expense obtain all necessary environmental and governmental approvals and permits, including, without limitation, the California Environmental Quality Act ("CEQA"), any necessary approvals from any local authority including any site, grading, zoning, design review and other required permits or approvals, if applicable, prior to commencing construction and shall provide District with evidence of approval by all applicable governmental agencies.
- 17.3. Any modifications to the Premises must be approved in writing in advance by District. Charter School's contractor must be approved in advance by District. All contractors and subcontractors of Charter School, if any, shall be duly licensed in the State of California. Charter School shall be solely responsible for maintaining the Premises and Charter School's Improvements installed thereon during the Term, including any extensions, and for compliance with all applicable laws or ordinances, rules and regulations.
- 17.4. Under all circumstances, Charter School must seek and receive approval from the Division of the State Architect for any Charter School Improvements.
- 17.5. Charter School shall not install any ovens, stoves, hot plates, toasters, or similar items (not including microwave ovens) without the prior written consent of the District.

17.6. Charter School shall at all times indemnify and hold District harmless from all claims for labor or materials in connection with construction, repair, alteration, or installation of structures or improvements within the Premises, and from the cost of defending against such claims, including attorney's fees. Charter School shall provide District with at least ten (10) days written notice prior to commencement of any work which could give rise to a mechanics' lien or stop payment notice. District has the right to enter upon the Premises for the purpose of posting Notices of Non-responsibility. In the event a lien is imposed upon the Premises as a result of such construction, repair, alteration, or installation, Charter School shall either:

17.6.1. Record a valid Release of Lien; or

17.6.2. Deposit sufficient cash with District to cover the amount of the claim on the lien in question and authorize payment to the extent of the deposit to any subsequent judgment holder that may arise as a matter of public record from litigation with regard to the lien-holder claim; or

17.6.3. Procure and record necessary bonds that frees the Premises from the claim of the lien from any action brought to foreclose the lien.

If Charter School fails to accomplish one of these three optional actions within fifteen (15) days after the filing of any lien or stop payment notice, the Agreement shall be in default and shall be subject to immediate termination.

17.7. On or before the expiration of this Agreement, or within thirty (30) days after any earlier termination of this Agreement, Charter School shall remove Charter School's Improvements, at its sole expense. Charter School shall repair any damage to the School Site and/or the Premises, caused by removal of Charter School's Improvements and restore the School Site and the Premises to good condition, less ordinary wear and tear. In the event that Charter School fails to timely remove Charter School's Improvements, District, upon fifteen (15) days written notice, may either (1) accept ownership of Charter School's Improvements with no cost to District, or (2) remove Charter School's Improvements at Charter School's sole expense. If the District chooses to accept ownership of Charter School's Improvements, Charter School shall execute any necessary documents to effectuate the change in ownership of Charter School's Improvements. If the District removes Charter School's Improvements, Charter School shall pay all invoices for the removal of Charter School's Improvements within thirty (30) days of receipt of an invoice.

18. **Fingerprinting and Criminal Background Verification.** Charter School shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in California Education Code section 45125.1, which may be met under the fingerprinting provisions of Title 22 of the California Code of Regulations and applicable provisions of the California Health and Safety Code relevant to community care facility licensing (Health & Saf. Code, § 1500 et

seq.). Charter School shall provide written verification of compliance with the fingerprinting and criminal background investigation requirements to District prior to Charter School taking possession of the Premises and prior to conducting its educational program on the Premises.

19. Default.

19.1. Charter School's Default. The occurrence of any one of the following events shall be considered a default of the Agreement by Charter School:

19.1.1. The failure of Charter School to promptly pay the Pro Rata Share or other fees identified herein when due hereunder, which failure continues for fifteen (15) days after written notice thereof by District to Charter School; provided, however, that any notice shall be in lieu of, and not in addition to, any notice required under Code of Civil Procedure section 1161, and the fifteen (15) day cure period shall run concurrently with any cure period required under California law, including Code of Civil Procedure section 1161;

19.1.2. The revocation or non-renewal of the Charter School's charter, after the exhaustion of any administrative, non-judicial appeals as provided under Education Code sections 47605 or 47607;

19.1.3. The failure of Charter School to observe or perform any of its other covenants or obligations hereunder, which failure continues for thirty (30) days after written notice thereof by District to Charter School (unless the nature of the default is such that more than thirty (30) days are required for its cure and Charter School shall have commenced a cure within the thirty (30) day period and thereafter diligently prosecute the same to completion; provided, however, in no event shall the default continue for more than ninety (90) days after written notice thereof by District to Charter School); provided, however, that any notice shall be in lieu of, and not in addition to, any notice required under Code of Civil Procedure section 1161, and the thirty (30) day cure period shall run concurrently with any cure period required under California law, including Code of Civil Procedure section 1161;

19.1.4. Charter School's abandonment of the Premises for a period of fifteen (15) consecutive days (with or without the payment of fees), it being agreed that the fact that any of Charter School's property remains in the Premises shall not be evidence that Charter School has not vacated or abandoned the Premises; provided, however, any normal Charter School holidays or vacation days shall not constitute abandonment of the Premises;

19.1.5. The making by Charter School of any general assignment or general arrangement for the benefit of creditors; the filing by or against Charter

School or any guarantor of the Agreement of a petition to have Charter School or any guarantor of the Agreement adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Charter School or any guarantor of the Agreement, the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of the Charter School's assets located at the Premises, or of Charter School's interest in the Agreement, where possession is not restored to Charter School within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Charter School's assets located at the Premises or of Charter School's interest in the Agreement, where such seizure is not discharged within thirty (30) days.

19.1.6. The making or furnishing by Charter School of any warranty, representation or statement to District in connection with the Agreement, or any other agreement to which Charter School and District are parties; which is false or misleading in any material respect when made or furnished; or

19.1.7. The assignment, subletting or other transfer, or any attempted assignment, subletting or other transfer, of the Agreement.

19.1.8. In the event of any default by Charter School, District shall have the right, in addition to all other rights available to District under the Agreement or now or later permitted by law or equity, to terminate the Agreement by providing Charter School with a notice of termination. Upon termination of the Agreement, District may recover from Charter School the worth at the time of award of the unpaid Pro Rata Share and any other accrued fees which are due at the time of termination. In addition, upon termination, Charter School shall immediately vacate the Premises.

19.1.9. The rights and remedies of District set forth herein are not exclusive, and District may exercise any other right or remedy now or later available to it under the Agreement, at law or in equity.

19.2. **District's Default.** District shall not be in default of any of its obligations hereunder, unless District fails to perform such obligations within a reasonable time, but in no event less than thirty (30) days, after written notice by Charter School to District specifying that District has failed to perform its obligations; provided, however, that if the nature of District's default requires more than thirty (30) days to cure, District shall not be in default if District commences a cure within thirty (30) days and thereafter diligently prosecutes the same to completion.

19.2.1. Charter School shall have no rights as a result of any default by District until Charter School gives thirty (30) days' notice to District specifying

the nature of the default. District shall then have the right to cure the default, and District shall not be deemed in default if it cures the default within thirty (30) days after receipt of the notice of the default, or within a longer period of time as may reasonably be necessary to cure the default. If the District fails to cure such default within the timeline set forth in Section 18.1, Charter School may pursue any or all available remedies at law.

20. Eminent Domain.

- 20.1. Termination of Agreement by Eminent Domain.** This Agreement shall terminate if the Premises is permanently taken under the power of eminent domain. If only a portion of the Premises is permanently taken under the power of eminent domain, the District or Charter School may elect to terminate this Agreement by providing sixty (60) days' written notice to the other Party. In the event of a permanent partial taking which does not result in termination of this Agreement, the Pro Rata Share Charge shall be proportionately reduced based on the portion of the Premises rendered unusable, and the District shall restore the Premises by constructing a demising wall deemed necessary by the District to separate the Charter School Premises from the portion permanently taken. In the event the District terminates this Agreement pursuant to this Section, the District shall make best efforts to house Charter School's entire program in a contiguous facility for the remainder of the Charter School's planned school year. If the District cannot house the Charter School's entire program in a single contiguous facility, the District shall make best efforts to provide Charter School with classrooms sufficient to house the Charter School's entire program across multiple facilities or by use of temporary modular classrooms.
- 20.2. Allocation of Condemnation Award.** In the event of a permanent condemnation or taking of all or part of the School Site, the District shall be entitled to any and all awards which may be made in such taking or condemnation relating to all interests, including the fee title, to the School Site. Nothing contained in this Article shall be deemed to give the District any interest in or to require Charter School to assign to the District any separate award as designated by the condemning authority made to Charter School for (i) the taking of Charter School's personal property, (ii) interruption of or damage to Charter School's business, or (iii) amounts attributable to Charter School's relocation expenses.
- 20.3. Temporary Taking.** No temporary taking of the Premises or any part of the Premises and/or of Charter School's rights to the Premises under this Agreement shall terminate this Agreement or give Charter School any right to any abatement of any payments owed to the District pursuant to this Agreement, provided that such temporary taking does not continue for more than five (5) consecutive days or a total of five (5) non-consecutive days in any thirty (30) day period. Any award made by reason of such temporary taking shall belong entirely to the District, except as to compensation for (i) the temporary taking of Charter

School's personal property, (ii) interruption of or damage to Charter School's business, or (iii) amounts attributable to Charter School's temporary relocation expenses.

21. Indemnification.

- 21.1. The District and Charter School hereby agree and acknowledge that the relationship between the District and Charter School for purposes of this Agreement is solely a landlord/tenant relationship and not a principal/agent relationship or any other relationship. Charter School is acting on its own behalf in operating from the Premises any school thereon (or any other purpose(s) thereupon) and is not operating as an agent of the District.
- 21.2. To the fullest extent permitted by law, Charter School shall indemnify, defend, release and protect the District, its affiliates, successors and assigns, and its officers, directors, shareholders, board members, other members, partners, agents and employees (for purposes of this subsection, "Indemnified Party" or "Indemnified Parties") and hold the Indemnified Parties harmless from any and all losses, costs, damages, expenses and liabilities (including without limitation court costs and reasonable attorneys' fees) incurred in connection with or arising from any cause (i) in the use or occupancy by Charter School of the Premises (including without limitation, the operation by Charter School of the School from the Premises), or (ii) in connection with the operations by Charter School at the Premises, including without limiting the generality of the foregoing:
- (a) Any default by Charter School in the observance or performance of any of the terms, covenants or conditions of the Use Agreement on Charter School's part to be observed or performed;
 - (b) The use or occupancy of the Premises by Charter School or any person claiming by, through or under Charter School or Charter School's employees, agents, contractors, licensees, directors, officers, partners, trustees, visitors or invitees, or any such person in, on or about the Premises either during the Term of the Use Agreement (singularly, "Liability"; collectively, "Liabilities"); and
 - (c) Any claim by a third party that the District is responsible for any actions by Charter School in connection with any use or occupancy of the Premises or in any way related to this Use Agreement.
- 21.3. This indemnity and hold harmless provision shall exclude actions brought against the District arising out of the negligence, intentional acts, misconduct, errors or omissions of the District and/or the District affiliates, successors and assigns, and its officers, directors, board members, other members, agents and employees.

21.4. To the fullest extent permitted by law, the District shall indemnify, defend, release and protect Charter School, its affiliates, successors and assigns, and its officers, directors, shareholders, board members, other members, partners, agents and employees (for this subsection, "Indemnified Party" or "Indemnified Parties") and hold the Indemnified Parties harmless from any and all losses, costs, damages, expenses and liabilities (including without limitation court costs and reasonable attorneys' fees) incurred in connection with or arising from any cause (i) in the use or occupancy by the District of the Premises (including without limitation, the operation by the District of operations on the Premises), or (ii) in connection with the operations by the District at the Premises, including without limiting the generality of the foregoing:

(a) Any default by the District in the observance or performance of any of the terms, covenants or conditions of the Agreement on the District's part to be observed or performed;

(b) The use or occupancy of the Premises by the District or any person claiming by, through or under the District or the District's employees, agents, contractors, licensees, directors, officers, partners, trustees, visitors or invitees, or any such person in, on or about the Premises either prior to, during, or after the expiration of the Term of the Agreement (singularly, "Liability"; collectively, "Liabilities"); and

(c) Any claim by a third party that Charter School is responsible for any actions by the District in connection with any use or occupancy of the Premises or in any way related to this Agreement.

21.5. This indemnity and hold harmless provision shall exclude actions brought against the Charter School arising out of the negligence, intentional acts, misconduct, errors or omissions of the Charter School and/or Charter School affiliates, successors and assigns, and its officers, directors, shareholders, board members, other members, partners, agents and employees.

21.6. The provisions of this Section shall survive the expiration or sooner termination of this Agreement.

22. Insurance.

22.1. **Charter School's Insurance.** Charter School, at Charter School's sole cost and expense, shall obtain and keep in full force and effect, beginning on the Commencement Date and continuing throughout the Term, the following insurance:

22.1.1. **Liability Insurance.** Commercial general liability insurance with respect to the Premises and the operations of or on behalf of Charter School in, on or about the Premises, including but not limited to: bodily injury;

product liability (if applicable), blanket contractual, broad form property damage liability coverage in an amount not less than Two Million Dollars (\$2,000,000) in the aggregate, and excess liability coverage on a basis consistent with coverage for schools or a type similar to Charter School as required by District as a public school district. In addition, Charter School shall procure, pay for and keep in full force and effect primary automobile liability insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence covering owned, hired and non-owned vehicles used by Charter School. Such policy or policies shall contain (i) severability of interest, (ii) cross liability, and (iii) an endorsement stating "Such insurance as is afforded by this policy for the benefit of West Contra Costa Unified School District shall be primary with respect to any liability of claims arising out of the occupancy of the Premises by Charter School, or out of Charter School's operations, and any insurance carried by West Contra Costa Unified School District shall be excess and non-contributory."

22.1.2. **Property Insurance.** District shall maintain property insurance against fire, vandalism, malicious mischief and such other additional perils as now are or hereafter may be included in standard "All Risks" coverage, including coverage for earthquake and sprinkler leakage.

22.1.3. **Workers' Compensation, Employer Liability.** Workers' Compensation insurance as required by law and Employer's Liability insurance in an amount not less than One Million Dollars (\$1,000,000).

22.1.4. **Professional Educators' Errors and Omissions.** Professional educators' errors and omissions liability coverage including sexual molestation and abuse coverage (if that coverage is not afforded elsewhere in the commercial general liability policy), with minimum limits of \$1,000,000 per occurrence.

22.2. **Insurance Policy Criteria.** All policies of insurance required to be carried by Charter School shall be written by responsible insurance companies authorized to do business in the State of California, rated no less than the standard District requires for the schools within its boundaries (A.M. Best, A-, VII, or better), or the equivalent provided through a risk-pooling joint powers authority operating pursuant to Government Code section 6500, et seq. Any insurance required of Charter School hereunder may be furnished by Charter School pursuant to a blanket policy carried by it or under a separate policy.

22.3. A true and exact copy of each paid-up policy evidencing insurance or a certificate of the insurer, certifying that a policy has been issued, providing the coverage required and containing the provisions specified herein, shall be delivered to District prior to the Commencement Date, and upon renewals, not less than thirty (30) days prior to the expiration of such coverage. In addition, District shall be

named as an additional insured on the liability policies. District may, at any time and from time to time, upon reasonable notice to Charter School and at no cost to Charter School, inspect and/or copy any and all insurance policies required hereunder.

22.4. In no event shall the policy limited required hereunder be considered as limiting the liability of Charter School under this Agreement.

23. **Signs.** Charter School may, at Charter School's sole cost, have the right and entitlement to place an onsite sign on the Premise to advertise Charter School's educational program, provided Charter School obtains the prior written approval and consent of District. District's approval and consent shall not be unreasonably withheld. Any signs shall be at Charter School's cost and in compliance with the local ordinances pertaining thereto. In connection with the placement of Charter School's signs, District agrees to cooperate with Charter School in obtaining any governmental permits which may be necessary. Throughout the Term Charter School shall, at its sole cost and expense, maintain the signage and all appurtenances in good condition and repair. At the termination of the Agreement, Charter School shall remove any signs which it has placed on the Premises and School Site, and shall repair any damage caused by the installation or removal of Charter School's signs.

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

DISTRICT:

West Contra Costa Unified School District
1108 Bissell Avenue
Richmond, California 94804
Attn: Superintendent

and a copy to:

Cate Boskoff, Esq.
Orbach Huff Suarez & Henderson LLP
One Kaiser Plaza
Suite 1485
Oakland, CA 94612

CHARTER SCHOOL:

Caliber Schools
P.O. Box 5282
Richmond, CA 94805
Attention: Jennifer Moses, Chief Operating Officer

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

25. Dispute Resolution.

- 25.1. Notwithstanding anything in this Agreement to the contrary, disputes between Charter School and the District regarding this Agreement, including, the alleged violation, misinterpretation, or misapplication of this Agreement, Proposition 39, or State Regulations shall be resolved using the dispute resolution process identified below.
- 25.2. The Party initiating the dispute resolution process shall prepare and send to the other Party a notice of dispute that shall include the following information: (1) the name, addresses and phone numbers of designated representatives of the Party (the designated representatives must be an employees(s) of Charter School or the District); (2) a statement of the facts of the dispute, including information regarding the Parties attempts to resolve the dispute; (3) the specific sections of the Agreement that are in dispute; and (4) the specific resolution sought by the Party. Within ten (10) business days from receipt of the notice of dispute representatives from Charter School shall meet with representatives from the District in an informal setting to try to resolve the dispute.
- 25.3. If the informal meeting fails to resolve the dispute the Party initiating the dispute resolution process shall notify the other Party (the responding party) in writing that it intends to proceed to mediation of the dispute and shall request the State Mediation and Conciliation Service ("SMCS") to appoint a mediator within ten (10) business days to assist the parties in resolving the dispute (if the SMCS is unable or refuses to provide a mediator the parties shall mutually agree upon a mediator with fifteen (15) days from notice that SMCS will be unable to provide a mediator). The initiating party shall request appointment of a mediator who is available to meet as soon as possible but not later than thirty (30) calendar days after receipt of the request for appointment. The party initiating the dispute shall forward a copy of the notice of the dispute to the appointed mediator. The responding party shall file a written response with the mediator and serve a copy on the initiating party within seven (7) business days of the first scheduled mediation. The mediation procedure shall be entirely informal in nature; however, copies of exhibits upon which either party bases its case shall be shared with the other party in advance of the mediation. The relevant facts should be elicited in a narrative fashion to the extent possible, rather than through examination and cross examination of witnesses. The rules of evidence will not apply and no record of the proceedings will be made. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the District and Charter School.

- 25.4. Either Party may seek equitable or injunctive relief prior to the mediation to preserve the status quo or prevent irreparable injury pending the completion of that process. Except for such an action to obtain equitable relief, neither Party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, or forty-five (45) calendar days after the date of filing the written request for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire.
26. **Subcontract, Assignment and Sublease.** Charter School shall not have the right, voluntarily or involuntarily, to assign, license, transfer or encumber the Agreement or sublet all or part of the Premises. Any purported transfer shall be void and shall, at District's election, constitute a default. No consent to transfer shall constitute a waiver of the provisions of this Section.
27. **Joint and Several Liability.** If Charter School is more than one person or entity, each person or entity shall be jointly and severally liable for the obligations of Charter School hereunder.
28. **Independent Contractor Status.** The 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.
29. **Entire Agreement of Parties.** The Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. The Agreement may be amended or modified only by a written instrument executed by both Parties.
30. **California Law.** The 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 the Agreement shall be maintained in county in which the District's administrative offices are located.
31. **Compliance with All Laws.**
- 31.1. Charter School shall at Charter School's expense comply with all requirements of all governmental authorities, in force either now or in the future, affecting the Premises or School Site, and shall faithfully observe in Charter School's use of the Premises all laws, regulations and ordinances of these authorities, in force either now or in the future including, without limitation, all applicable federal, state and local laws, regulations, and ordinances pertaining to air and water quality, hazardous material, waste disposal, air emission and other environmental matters (including the California Environmental Quality Act ("CEQA") and its implementing regulations in Charter School's use of the Premises), and all District policies, rules and regulations ("Environmental Laws").

- 31.2. The judgment of a court of competent jurisdiction, or Charter School's admission in an action or a proceeding against Charter School, whether District be a party to it or not, that Charter School has violated any law or regulation or ordinance in Charter School's use of the Premises shall be considered conclusive evidence of that fact as between District and Charter School. If Charter School fails to comply with any law, regulation or ordinance, District reserves the right to take necessary remedial measures at Charter School's expense, for which Charter School agrees to reimburse District on demand.
- 31.3. Charter School shall not cause or permit any Hazardous Material to be generated, brought onto, used, stored, or disposed of in or about the Premises and any improvements by Charter School or its agents, employees, contractors, subtenants, or invitees, except for limited quantities of standard office, classroom and janitorial supplies (which shall be used and stored in strict compliance with Environmental Laws). Charter School shall comply with all Environmental Laws. As used herein, the term "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California or the United States Government. The term "Hazardous Materials" includes, without limitation, petroleum products, asbestos, PCB's, and any material or substance which is (i) defined as hazardous or extremely hazardous pursuant to Title 22 of the California Code of Regulations, Division 4.5, Chapter 11, Article 4, section 66261.30 et seq. (ii) defined as a "hazardous waste" pursuant to section (14) of the federal Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq. (42 U.S.C. 6903), or (iii) defined as a "hazardous substance" pursuant to section 10 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq. (42 U.S.C. 9601). As used herein, the term "Hazardous Materials" shall mean any statute, law, ordinance, or regulation of any governmental body or agency (including the U.S. Environmental Protection Agency, the California Regional Water Quality Control Board, and the California Department of Health Services) which regulates the use, storage, release or disposal of any Hazardous Material.
- 31.4. **Notice of Hazardous Substance.** Charter School will promptly notify District in writing if Charter School has or acquires notice or knowledge that any Hazardous Substance has been or is threatened to be, released, discharged, disposed of, transported, or stored on, in, under or from the Premises or School Site in violation of Environmental Laws. Charter School shall promptly provide copies to District of all written assessments, complaints, claims, citations, demands, fines, inquiries, reports, violations or notices relating to the conditions of the Premises or compliance with Environmental Laws. Charter School shall promptly supply District with copies of all notices, reports, correspondence, and submissions made by Charter School to the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, and any other local, state, or federal authority that requires submission of any information concerning environmental matters or Hazardous Substances pursuant to Environmental Laws. Charter School shall promptly

notify District of any liens threatened or attached against the Premises pursuant to any Environmental Laws.

- 31.5. **Inspection.** District and District's agents, servants, and employees including, without limitation, legal counsel and environmental consultants and engineers retained by District, may (but without the obligation or duty to do so), at any time and from time to time, on not less than ten (10) business days' notice to Charter School (except in the event of an emergency, in which case, no notice will be required), inspect the Premises to determine whether Charter School is complying with Charter School's obligations set forth in this Section, and to perform environmental inspections and samplings, during regular business hours (except in the event of an emergency) or during such other hours as District and Charter School may agree.
- 31.6. **Indemnification.** Charter School's indemnification and defense obligations in this Agreement shall include any and all Claims arising from any breach of Charter School's covenants under this Section.
32. **Attorneys' Fees.** If either Party files any action or brings any proceedings against the other arising out of the Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the Party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a Party is entitled to its costs or attorneys' fees.
33. **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.
34. **Successors and Assigns.** The Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.
35. **Counterparts.** The Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
36. **Captions.** The captions contained in the Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the Parties hereto.
37. **Severability.** Should any provision of the 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.

- 38. **Incorporation of Recitals and Exhibits.** The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.
- 39. **Authorization to Sign Agreement.** Each individual executing the Agreement on behalf of a Party represents and warrants that he or she is duly authorized to execute and deliver the Agreement on behalf of Party that the individual is executing the Agreement and that the Agreement is binding upon that Party in accordance with its terms.
- 40. **Full Satisfaction of Proposition 39/Release of Claims.** Charter School agrees that this Agreement is a negotiated agreement and agrees to waive its right to bring legal action for the 2014-2015 school year based on any claims arising out of or relating to alleged compliance or noncompliance with Education Code section 47614 and the Proposition 39 regulations. This waiver does not extend to the obligations set forth in this Agreement.

ACCEPTED AND AGREED on the date indicated below:

Dated: 7/21, 2014

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

By: *Bruce Harter*
 Print Name: Bruce Harter
 Print Title: Superintendent

Dated: July 14, 2014

CALIBER SCHOOLS

By: *Jennifer Moss*
 Print Name: JENNIFER MOSS
 Print Title: COO

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

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education **Meeting Date:** August 13, 2014
From: Wendell Greer **Agenda Item:** CI C.14
Associate Superintendent, K – Adult Operations
Subject: Manzanita Special Education and Operational Memoranda of Understanding (MOU)

Background Information:

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

The charter was conditionally renewed by the Board on May 12, 2010 for a five year term ending 2015. This is to ratify the Special Education Memorandum of Understanding (MOU) between West Contra Cost Unified School District and Manzanita Charter School which defines the terms of operation.

Recommendation:

That the Board approve the Special Education and Operational Memoranda of Understanding with Manzanita Charter School.

Fiscal Impact: Charter fee of 1% and Special Education encroachment fee

DISPOSITION BY BOARD OF EDUCATION

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

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
AND
MANZANITA CHARTER MIDDLE SCHOOL**

This Memorandum of Understanding ("Agreement") is entered into as of July __, 2014 ("Effective Date"), by and between the Board of Trustees of the West Contra Costa Unified School District ("District") and Manzanita Charter Middle School ("Charter School"), a public charter school chartered by the District operating as a nonprofit public benefit corporation ("Non-Profit"). The Charter School and the District shall be collectively referred to herein as the "Parties".

This Agreement shall be enforceable only following execution by both parties and ratification or approval by the governing boards of each of the parties.

RECITALS:

- A. In 2000, the Charter School submitted a charter petition ("Charter") to the District to establish a charter school, which the District approved. The Charter was renewed by the District for a further five year term which commenced on July 1, 2005. The Charter was again renewed on May 12, 2010.
- B. By approving the charter petition, the District assumes supervisory oversight of the Charter School consistent with Education Code sections 47604.32 and 47604.33. This Agreement is intended to outline the parties' agreements governing their respective fiscal, operational, and administrative responsibilities, their legal relationship, and other matters of mutual interest not otherwise addressed or resolved in the terms of the Charter.
- C. The Charter School is operated as a Non-Profit, a non-profit public benefit corporation. All obligations imposed hereby on the Charter School are equally imposed on Non-Profit.

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

- 1. **Term and Renewal.** This Agreement shall commence on the Effective Date and end on June 30, 2015. The Agreement is subject to early termination only as set forth in this Agreement or as otherwise permitted by law. Renewal or extension of the Charter and this Agreement shall be based, in part, on compliance with the terms set forth in this Agreement, District policy, and applicable law.

2. **Designation of School.** The Charter School shall be known as the Manzanita Charter Middle School. The Charter School may not change its name, nor operate under any other name, without the prior express written approval of the District. The Non-Profit shall be responsible for all functions of the Charter School, subject to the terms and conditions set forth in this Agreement and the Charter. The Charter School shall not operate more than one school site without the prior express written approval of the District. The Charter School shall not change locations without notification to the District of the new location; the reason for the change of location; a description of the new location; a copy of the lease or purchase agreement; appropriate permits or clearances as applicable; revisions to the budget as applicable to reflect any change of facilities costs.

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

(a) Within thirty (30) days of the Effective Date of this Agreement, the Charter School shall provide the District copies of the following documents. To the extent these documents have already been provided to the District for the 2013-14 School Year, the documents shall be deemed submitted to the District:

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

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

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

(a) Summary data showing student progress towards meeting the goals and outcomes specified in the Charter from assessment instruments and measures listed in the Charter or otherwise required by the District. If data is provided by the State later than the due date for this audit, the data will be sent under separate cover upon receipt by the Charter School.

(b) An analysis of whether student performance is meeting the goals specified in the Charter. This data will be displayed on both a school-wide basis and disaggregated by major racial and ethnic categories and shall include analysis based on current statewide assessment tests.

(c) The Charter School's progress towards meeting its Annual Performance Index ("API") and Adequate Yearly Progress ("AYP") targets.

(d) Results of any additional internal assessments used by the school.

(e) A copy of the Charter School's governing board's self-evaluation on prior-year management performance, if applicable including summary of major decisions and policies established during the year, and upcoming year goals.

(f) Data on the level of parent involvement in the Charter School's governance (and other aspects of the school, if applicable) and summary data from an annual parent and student satisfaction survey.

(g) Data regarding the number of staff working at the Charter School and their qualifications.

(h) A summary of any major changes to written school policies during the year.

(i) Information demonstrating whether the Charter School implemented the means set out in the Charter to achieve a racially and ethnically balanced student population.

(j) An overview of the Charter School's admissions practices during the year and data regarding the numbers of students enrolled and the number on waiting lists.

(k) Analysis of the effectiveness of the Charter School's internal and external dispute mechanisms and data on the number and resolution of disputes and complaints.

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

(m) Any other information regarding the educational program and the administrative, legal, and governance operations of the Charter School relative to compliance with the terms of the Charter generally or as requested by the District.

5. **Funding.**

(a) Basic Funding. The Charter School has elected to receive funding from the State directly, pursuant to Education Code section 47651. The District shall comply with Education Code section 47635 in providing the Charter School with its share of local funding. Except as otherwise noted in this Agreement, it shall be the responsibility of the Charter School to apply for funding beyond the basic statutory entitlements set forth in Education Code section 47633 and Education Code sections 42238.02 and 42238.03 (the Local Control Funding Formula, or "LCFF"). The District recognizes the authority of the Charter School to pursue additional sources of funding. Any application for funding by the Charter School that depends on the support or creditworthiness of the District shall be approved in advance by the District.

(b) District Applications for Funding. When the District applies for additional sources of funding in the form of grants and or categorical funding at the request of and for the benefit of the Charter School, the District shall receive one percent (1%) of any funds allocated to the Charter School to compensate the District for its services in obtaining the funds for the Charter School or as otherwise set by the particular grant received. These funds shall not be considered revenue for purposes of the District's oversight fee set forth in section 8(b) of this Agreement. The Charter School shall cooperate fully with the District in any application made by the District on behalf of the Charter School.

(c) Expenditure of Funds. The Charter School agrees to comply with all regulations related to expenditures and receipt of its funds (including compliance with federal and state compliance regulations and certifications). Without limitation to the foregoing, the Charter School agrees that all revenue received from the District and the State shall only be used as outlined herein and in the charter for the provision of educational services for school age children enrolled in and attending the Charter School and shall not be used for purposes other than those set forth in the Charter School's Charter and any authorized amendments, unless the funding source specifies a different purpose. The Charter School shall be responsible for establishing the appropriate funds or accounts in the county treasury for the Charter School and for making necessary arrangements for the Charter School's participation, as appropriate, in the State Teachers'

Retirement System ("STRS"), the Public Employees' Retirement System ("PERS"), and social security. The Charter School will provide the District with documentation attesting that it has entered into an agreement with the County Office of Education to provide these services.

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

6. **Legal Relationship.** Pursuant to its Charter and Education Code section 47604, the Charter School is operated by a non-profit public benefit corporation and is a separate legal entity from the District. As such, the District shall not be liable for the debts or obligations of the Charter School or the Non-Profit to the maximum extent permitted by applicable law. It is agreed that it is the parties' intent that the District shall incur no unreimbursed cost or expenses of any type whatsoever as a result of its relationship with the Charter School, except to the extent that the District incurs unreimbursed costs or expenses associated with (1) the provision of special education services consistent with the terms of the special education memorandum of understanding between the parties which shall not include any costs or expenses subject to indemnification by the Charter School; or (2) oversight costs above and beyond those reimbursed pursuant to Education Code Section 47613. The Charter School may not enter into a contract or agreement to be managed or operated by any other non-profit public benefit corporation (or any other corporation or entity) without the express written prior approval of the District.

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

8. **Fiscal Relationship.**

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

(b) Oversight Fee. The Parties agree that the District will incur costs in connection with its performance of supervisory oversight of the Charter School as required by law, and that it is not in the best interests of either Party to require a mechanical assessment, accounting, billing and payment process to compensate the District for such costs. The Parties further agree that, for the 2014-15 school year, the District is not providing the Charter School with substantially rent-free facilities as referenced by Education Code section 47613(b). Therefore, the Parties agree that the actual cost of the District's supervisory oversight of the Charter School is one percent (1%) of all "Revenue of the Charter School" (excluding grants, loans, and private donations), as defined in Education Code sections 47613, 47632, subdivision (a) 42238.02, and 42238.03. The Parties further agree that should the District be required by law or requested by the Charter School to perform services on behalf of the Charter School outside of its supervisory oversight functions and other than as outlined above regarding administrative services, it will incur additional costs or expenses, which Charter School agrees are not included within the services under the Oversight Fee. At this time the Charter School does not wish to retain the District for any additional services. Any agreement for additional services not covered by the Oversight Fee shall be subject to a separate agreement and the Charter School agrees to reimburse the District for such services pursuant to the terms of such agreement.

"Supervisory Oversight" as used in the Education Code section 47613 is defined in Education Code sections 47604.32 and 47604.33 to mean the District's performance of duties to include the following:

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

(c) Payment for Oversight Fees and Encroachment. Although calculated on an annual basis, the District shall withhold the Oversight Fee and Special Education Encroachment Contribution ("Encroachment") on a monthly basis from the Charter School's in lieu property tax disbursement, paid pursuant to Education Code section 47635. The amount withheld for the Oversight Fee shall be estimated based upon prior year oversight fees, and divided into equal monthly payments. The amount deducted for

the Encroachment shall be calculated pursuant to Paragraph 6(B) of the Special Education MOU between the Parties. The estimated and the actual cost calculations will be reconciled by the District once the final data is determined. By the 15th of each month, the District shall send a monthly invoice and receipt to the Charter School reflecting the estimated monthly oversight fee due to the District and payment by the Charter School for the Charter School's records. A final receipt showing the reconciliation shall be provided to the Charter School at the end of the fiscal year with reconciliation to happen at that time.

If at any time it is determined by the District that the Charter School has paid more than its actual pro rata share of Encroachment, the District will give notice of same within 30 days, and such amounts shall be refunded to the Charter School or, at the sole option of the Charter School, applied to the Encroachment of the following school year. Similarly, if at any time it is determined by the District that the Charter School has paid less than its actual pro rata share of Encroachment, the District will give notice of same within 30 days, and such amounts shall be paid by the Charter School within thirty (30) days, or, at the sole option of the District, added to the Encroachment of the following school year. In the event that the District and Charter School cannot agree as to the amount owed pursuant to the calculations, the matter shall be resolved pursuant to the dispute resolution provision in the section 22 of this Agreement. Charter School's charter. However, the Charter School shall pay any undisputed amount based on the timelines prescribed in this section.

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

9. Fiscal Controls.

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

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

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

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

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

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

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

(1) By July 1, 2014, and by July 1 each year thereafter, the Charter School will provide a complete budget for the coming fiscal year using an accounting format acceptable to the California Department of Education (reference: <http://www.cde.ca.gov/fg/sf/fr/>). This submission will include a budget for all funds and accounts operated by the Charter School, all supplementary forms, and a written narrative describing the assumptions on which the budget are based. The submission shall consist of two (2) hard copies and one (1) data file (on disc) or the data file may be emailed to the Director of the District's Business Services Department.

(2) By December 15 of each school year, the Charter School shall file a First Period Interim Report for changes that have taken place through October 31. The Charter school will use an accounting format acceptable to the California Department of Education (reference: <http://www.cde.ca.gov/fg/sf/fr/>). This submission will include an updated budget for all funds and accounts operated by the Charter School all supplementary forms and a written narrative describing the assumptions on which the budget are based. The submission shall consist of two

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

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

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

- (5) Interim Reports shall include:
- i. Year to date financial activity, broken down by month, showing budgeted versus actual amounts;
 - ii. Detailed revenue and expenditure projections for the current year, with assumptions;
 - iii. Monthly cash flow, including up to date actual and projects for the remainder of the current year.
 - iv. CDE Exhibit N-J (Principal apportionment revenue calculations), with complete and up-to-date information; and
 - v. Updated enrollment and ADA figures.

(e) Voter Approved Measures. In the event that the District seeks and receives a voter approved bond or parcel tax, the Charter School shall have no entitlement to any portion of the funds unless otherwise agreed upon in writing prior to the election. The Charter School agrees that it has no entitlement to funds currently being received, if any, by the District under previous parcel tax or bond elections. However, the Parties acknowledge that the matter of California Charter Schools Assoc. v. WCCUSD (Contra Costa County Superior Ct., Case No. MSC14-00901) is being litigated. If, following final adjudication or settlement of that litigation, the District is compelled to share parcel tax

revenues with the Charter School, this provision of this Agreement will not act to bar the Charter School from receipt of parcel tax revenues due to it as a result of said final adjudication or settlement.

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

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

(h) Cash Flow and Reserve. The Parties agree that the maintenance of a sufficient level of funding reserve is in the best interest of Charter School and its successful operation. Accordingly, Charter School shall maintain reserves of no less than three percent (3%). An explanation of any projected drop in reserves below the three percent (3%) level must be included in the Charter School's assumptions in the adopted budget for the fiscal year.

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

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

(k) Purchasing Procedures. With respect to all purchases of services or

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

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

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

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

10. **Reporting to the District.**

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

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

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

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

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

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

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

11. **Special Education and Related Services.** The Charter School and the District shall concurrently herewith enter into a separate Special Education Services Agreement.

Notwithstanding the terms thereof, the Charter School agrees that all children will have access to the Charter School and no student shall be denied admission due to disability.

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

The District agrees to provide special educational services (including designated instruction and related services) for any Charter school student who qualifies for those services regardless of whether the student has a Section 504 plan or not. If a student with a current IEP enrolls at Manzanita from another district, the District will provide services to meet that student's IEP. If a student with a current Section 504 plan enrolls at

Manzanita but not a current IEP and staff at Manzanita feel that a referral for special education services is urgent, the District agrees to perform an expedited assessment process to determine eligibility for special educational services.

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

13. **Human Resources Management.**

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

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

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

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

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

additional insured endorsements as required by section 14(a)(3) hereof.

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

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

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

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

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

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

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

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

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

16. Indemnification. The Charter School shall indemnify, defend, and hold harmless the District, its officers, directors, and employees, attorneys, agents, representatives, volunteers, successors and assigns (collectively hereinafter the "Indemnified District Parties") from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment is rendered against the Indemnified District Parties, that may be asserted or claimed by any person, firm or entity arising out of, or in connection with, the Charter School's performance under the charter or this Agreement, including, but not limited to, any acts or errors or omissions by the Charter School, its governing body, administrators, employees, agents, representatives, volunteers, successors and assigns.

The District shall indemnify, defend, and hold harmless the Charter School, its officers, directors, and employees, attorneys, agents, representatives, volunteers, successors and assigns (collectively hereinafter the "Indemnified Charter School Parties") from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment is rendered against the Indemnified Charter School Parties, that may be asserted or claimed by any person, firm or entity arising out of, or in connection with, the District's performance under the charter or this Agreement, including, but not limited to, any acts or errors or omissions by the District, its governing body, administrators, employees, agents, representatives, volunteers, successors and assigns.

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

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

- The Brown Act (Cal. Gov. Code §§ 54950 *et seq.*);
- The Public Records Act (Cal. Gov. Code §§ 6250 *et seq.*);
- State conflict of interest laws (the Political Reform Act (Cal. Gov. Code §§ 87100 *et seq.*), and Cal. Gov. Code §§ 1090 *et seq.*);
- The Child Abuse and Neglect Reporting Act (Cal. Penal Code §§ 11164 *et seq.*);
- The Individuals with Disabilities Education Rights Act ("IDEA")

(20 U.S.C. §§ 1400 *et seq.*);

- The Americans with Disabilities Acts (42 U.S.C. §§ 12101 *et seq.*);
- The U.S. Civil Rights Acts, including Title VII of the 1964 Civil Rights Act;
- The California Fair Employment and Housing Act ("FEHA") Cal. Gov. Code §§ 12900 *et seq.*);
- The Age Discrimination in Employment Act ("ADEA") 29 U.S.C. §§ 621 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §§ 794 *et seq.*), Education Code sections 220 *et seq.*;
- The Uniform Complaint Procedure (5 Cal. Code Regs. §§ 4600 *et seq.*);
- The Family Educational Rights and Privacy Act ("FERP A") 20 U.S.C. §§ 1232g *et seq.*); and
- The No Child Left Behind Act ("NCLB") 20 U.S.C. §§ 6301 *et seq.*).

(a) Brown Act and Governing Board Meetings. During the term of the Charter, the Charter School shall conduct the meetings of its governing board in accordance with the Brown Act, including making public the agendas of such meetings in advance, as required by the Brown Act. The Charter School will provide Brown Act training to all members of the Governing Board, administrative staff, and any other staff deemed appropriate by the Charter School and these officials shall be trained in developments in Brown Act law. The governing board of the Charter School shall conduct public meetings at such intervals as are necessary to ensure that the board is providing sufficient direction to the Charter School through implementation of effective policies and procedures. The District reserves the right to appoint a voting member to the Charter School's governing board in accordance with the provisions of Education Code section 47604. The Charter School agrees to provide to the District's representative on the governing board a complete board packet of information being submitted to the board before each meeting, in sufficient time for review. Governing board adopted policies, meeting agendas and minutes shall be maintained and shall be available for public inspection and to the District during site visits (or upon request).

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

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

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

- (a) Substantial changes to the educational program (including the addition or deletion of an educational program), mission, or vision;
- (b) Changing to (or adding) a non-classroom-based program, if originally approved as a classroom-based program;
- (c) Addition or deletion of grades or grade levels to be served;
- (d) Addition of new sites;
- (e) Admission preferences; and
- (f) Governance structure.

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

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

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

22. **Dispute Resolution.** Any and all disputes arising out of the interpretation or performance of this Agreement, the Special Education Services Agreement, or the Facilities Use Agreement shall be subject to the following procedure, which shall, with respect to the interpretation of such agreements, supersede the dispute resolution procedure set forth in the Charter. Notwithstanding the foregoing, if any such dispute concerns facts or circumstances that may be cause for revocation of the Charter, the District shall not be obligated by the terms of this section as a precondition to revocation.

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

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

dispute.

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

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

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

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

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

24. **Governing Authority.** To the extent that this Agreement is inconsistent with any of the terms of the Charter, the terms of this Agreement shall supersede the terms of the Charter. However, if any provision of this Agreement is not aligned with the Charter, the Charter School and the District may agree to modify this Agreement, pursuant to the terms of section 20, or the Charter, pursuant to applicable law, in order to bring about alignment.

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

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

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

To the Charter School at: Manzanita Charter Middle School

2925 Technology Court
Richmond, CA 94806
Attn: School Administrator

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

Dated: 7/14/2014

Manzanita CMS Jim J. Rowley
Charter School

Dated: 7/21/14

[Signature]
School District

Approved and ratified this _____ by the Board of Education of the West Contra Costa Unified School District by the following vote:

AYES:

NOES:

ABSTAINS:

Certification by the Superintendent.

SC025135

18

**SPECIAL EDUCATION MEMORANDUM OF UNDERSTANDING
BETWEEN
THE WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
AND
MANZANITA CHARTER MIDDLE SCHOOL**

This Memorandum of Understanding ("Agreement") is entered into as of July ____, 2014, by and between the Board of Trustees of the West Contra Costa Unified School District ("District") and Manzanita Charter Middle School, a non-profit public benefit corporation ("Non-Profit") operating the Manzanita Charter Middle School ("Charter School"), a public charter school chartered by the District. This Agreement will set forth the responsibilities of the Parties with respect to the delivery and financing of special education services and special education related services to children enrolled in the Charter School. The Charter School and the District are collectively referred to as the "Parties."

I. RECITALS

- A. The District is the granting agency of the Charter School. The District approved the Charter School charter in 2005 for a term of 5 years with five-year renewals in 2005 and 2010.
- B. The Charter School shall be categorized as a "public school" within the District in conformity with California Education Code section 47641, subdivision (b) for the purposes of special education. The Charter School's students will be students of the District for purposes of special education.
- C. The District will serve as the Charter School's local educational agency ("LEA") for the purposes of special education, and as such must take steps to ensure that all children with disabilities enrolled in the Charter School receive special education and designated instruction and services in conformity with their individualized education plans ("IEP") and in compliance with the Individuals with Disabilities Education Act ("IDEA") (20 U.S.C. § 1400 *et seq.*), its implementing regulations and all applicable state and federal law. (Ed. Code, § 47646(a).)
- D. This agreement has the purpose of clarifying the roles and responsibilities of the parties with regard to students who are enrolled and attend the Charter School and are or may be eligible for regular or special education and related services, accommodations and/or modifications under the IDEA.

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

II. TERM

The term of this Agreement shall be valid from the date of execution to June 30, 2015. This Agreement may be amended by mutual written agreement of the parties at any time.

III. DESIGNATED REPRESENTATIVE

The District's designated representative shall be the superintendent and shall have the authority

to act on behalf of the District. The Charter School's designated representative shall be the Executive Director and shall have the authority to act on behalf of the Charter School, except to the extent action by the Governing Board of the Charter School is legally required.

IV. NONDISCRIMINATION IN ADMISSIONS

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

V. SECTION 504 AND THE ADA

The parties agree that this Agreement is intended to address the responsibilities of the Parties with respect to the provision and financing of special education services under the IDEA and does not cover services or accommodations required under Section 504 of the Rehabilitation Act of 1973 ("Section 504"), nor under the Americans with Disabilities Act ("ADA"), nor under the American with Disabilities Act ("ADA") which are addressed in the Operational MOU.

VI. SPECIAL EDUCATION FUNDING

- A. **Retention of Special Education Funds by the District.** The Charter School, which has been deemed a public school of the District, shall participate in state and federal funding in the same manner as any other public school of the District. (Ed. Code, § 47646(a).) The parties agree that, pursuant to the division of responsibilities set forth in this Agreement, the District has agreed to provide special education and related services for the Charter School, consistent with the services it provides eligible students at its other public schools. Consistent with this division of responsibility, the District shall retain all state and federal special education funding allocated for Charter School students through its Special Education Local Plan Area ("SELPA").
- B. **Charter School Contribution to Encroachment.** The Charter School shall owe the District a pro-rata share of the District's unfunded special education costs (encroachment). The encroachment amounts set forth by the District are subject to updating when the District's actual unfunded special education costs become available. At the end of each fiscal year, the District shall calculate the Charter School's pro-rata share of the District-wide encroachment for that year as calculated by the total unfunded special education costs of the District (including those costs attributable to the Charter School) divided by the total number of District average daily attendance ("ADA") (including Charter School students) and multiplied by the total number of Charter School ADA. Charter School ADA shall include all students, regardless of home district. Payments for encroachment shall be made by the Charter School to the District on a monthly basis. Pursuant to the Operational Memorandum of Understanding between the Parties, the monthly amount due by the Charter School will be withheld from the District's in lieu property tax disbursement to the Charter School that is made under Education Code section 47635.

The District shall provide financial and other information needed to allow the Charter School to review and confirm the accuracy of the District's estimated and actual pro-rated encroachment calculations as reasonably requested by the Charter School. For the 2014-2015 school year, the Charter School's estimated pro-rata share of encroachment shall be calculated based upon District's actual preceding school year encroachment and an estimated Charter School ADA of 146.

VII. PROVISION OF SPECIAL EDUCATION AND RELATED SERVICES

A. General Provisions

1. **Intent of the Parties.** The Charter School and the District intend to jointly ensure that all students with disabilities who attend Charter Schools are provided a FAPE in compliance with the IDEA (20 U.S.C. § 1400, *et seq.*) and California Education Code section 56000, *et seq.*
2. **Provision of Services.** A child with disabilities attending the Charter School shall receive special education and related services in the same manner as a child with disabilities who attends another public school of the District. (Ed. Code, § 56145.) A full continuum of special education programs and related services shall be provided to Charter School students as required by an individual student's IEP.
3. **Division and Coordination of Responsibility.** The District and the Charter School agree to allocate responsibility for the provision of services, including but not limited to identification, evaluation, IEP development and modification, and educational services, in a manner consistent with their allocation between the District and its local public school sites, and in conformity with applicable state and federal law. Where particular services are generally provided by staff at the local school site level, the Charter School, subject to District approval, may provide staff and programming. Where particular services are provided to the school by the central District office, those services will be made available to the Charter School in a similar fashion.
4. **Days of Service.** Special education services shall be available to the Charter School for the same total number of days each year that such services are available to District students.
5. **Staffing Requirements.** All special education and related services must be provided by qualified personnel meeting state certification, licensing, registration or other applicable requirements. (34 C.F.R. § 300.156.)

To the extent that the District and/or SELPA provide training opportunities and/or information regarding special education to site staff, such training

opportunities and/or information shall be made available to Charter School staff as well.

6. **Contracts with Non-District Providers.** The Charter School shall not contract with any outside person or agency for the provision of special education and/or related services to Charter School students without the prior written approval of the District. Moreover, any such contracts may only be entered into with nonpublic schools or agencies properly certified by the state of California.
7. **Student Records.** The Charter School is responsible for obtaining the cumulative files, prior and/or current IEPs and other special education information on any student enrolling from a non-District school. The Charter School shall forward copies of all such information to the District. The District will ensure that the Charter School is provided with notification and relevant files of all students transferring to the Charter School from a District school, who have an existing IEP, in the same manner that it ensures the forwarding of such information between District schools. All records and files will be released with the signed permission of the Parent/Guardian.
8. **Notice of Procedural Safeguards.** The Charter School shall provide the Parent/Guardian with a notice of procedural safeguards when: a Parent/Guardian asks for a copy; the first time a child is referred for special education assessment; each time a child is reassessed; each time a Parent/Guardian requests a due process hearing; and each time a change of placement is implemented because of a violation of a code of student conduct. (20 U.S.C. § 1415(d)(1)(A); 34 C.F.R. §§ 300.504(a) and 300.530(h); Ed. Code, §§ 56301(d)(2), 56321, 56500.1 and 56502.) The District agrees to provide the Charter School with sufficient copies of the District's notice of procedural safeguards upon the Charter School's request.

B. Enrollment, Identification and Evaluation

1. **Enrollment Information.** The Charter School shall include on its enrollment form(s) a question regarding whether the student seeking to enroll in the Charter School is, or may be, a student eligible for special education and related services. The Charter School shall provide the District with a list of special education students enrolled in the Charter School at the beginning of each school year and shall update the list on a quarterly basis.
2. **Identification and Referral.** The Charter School shall have the same responsibility as any other public school in the District to work cooperatively with the District in identifying and referring students who have or may have exceptional needs that qualify them to receive special education services. The Charter School will develop, maintain, and implement policies and procedures to ensure identification and referral of students who have, or may have, such

exceptional needs. These policies and procedures will be in accordance with California law and District policy. The District shall provide the Charter School with any assistance that it generally provides its other public schools in the identification and referral processes. A pupil shall be referred for special education instruction and services only after the resources of the regular education program have been considered and, where appropriate, utilized. (Ed. Code, § 56303.)

3. **Assessment.** District staff shall conduct all necessary special education assessments of Charter School students, including but not limited to initial assessments, annual assessments and triennial assessments, unless the parties agree otherwise in writing. All such assessments will be conducted by qualified personnel and comply with state and federal law and regulations. (20 U.S.C. 1414(a)-(c); 34 C.F.R. §§ 300.300-305; Ed. Code, § 56320; Cal. Code Regs., tit. 5, § 3023.) Neither the District nor the Charter School may conduct any assessment without first obtaining the written consent of the Parent/Guardian. (20 U.S.C. 1414(a)(1)(D); 34 C.F.R. 300.300; Ed Code, § 56321.)

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

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

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

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

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

C. Individualized Education Programs (IEPs)

1. **IEP Team Membership.** IEP team membership shall be in compliance with state and federal law and shall include a designated representative of the Charter School and a designated representative of the District. (20 U.S.C. 1414(d)(1)(B); 34 C.F.R. §300.344; Ed. Code, § 56341(b).)
2. **IEP Meetings.** Responsibility for arranging necessary IEP meetings shall be allocated in accordance with the District's general practice and procedure and applicable law. The Charter School shall be responsible for having the designated representative of the Charter School in attendance at the IEP meetings in addition to representatives who are knowledgeable about the regular education program at the Charter School. The Parent/Guardian shall be given a copy of the procedural safeguards upon notice of each IEP meeting. The District shall have a representative at each IEP meeting. (Ed. Code, § 56341.)
3. **IEP Contents.** The Charter School shall use District/West Contra Costa County SELPA forms to complete its IEPs. Each IEP must include, but is not limited to: a statement of the child's present levels of educational performance; measurable annual goals; the special education and related services and supplementary aids and services to be provided to the child; an explanation of the extent, if any, to which a child will not participate with non-disabled children; the dates, frequency, location and duration of services for the child; a statement of how the child's progress toward his or her annual goals will be measured; and a statement of individual accommodations that are necessary to measure academic achievement and performance on State and District testing. (20 U.S.C. § 1414(d)(1)(A); 34 C.F.R. § 300.320; Ed. Code, § 56345.)
4. **Parental Consent to the IEP.** The District and the Charter School may not implement an IEP to which a Parent/Guardian does not provide written consent. If a Parent/Guardian consents to only part of an IEP, the District and Charter School must implement the portion of the IEP to which the Parent/Guardian consented. (Ed. Code, § 56346(e).) Notification of the other party is required any time a Parent/Guardian refuses to consent to any portion of an IEP. Anytime a Parent/Guardian refuses to consent to any portion of an IEP that the Charter School believes is required to provide a student with FAPE, the Charter School must notify the District.
5. **Implementation of the IEP.** The District shall ensure implementation of the IEP of each student with an IEP enrolled in the Charter School in the same manner as any other student of the District.

D. Program and Services

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

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

2. **Independent Study.** No Charter School student eligible for special education and related services may participate in independent study, unless his or her IEP provides for such participation. The determination regarding the appropriateness of independent study for a particular student shall be made by the IEP team. (Ed. Code, § 51745(c).)
3. **Referral to Nonpublic or Private Schools.** The Charter School shall not make referrals for placement at nonpublic schools, private schools or residential placements without consultation with and prior written approval of the District. If a parent unilaterally places a student who has an IEP at a nonpublic school, private school or in a residential placement, the Charter School shall immediately notify the District upon learning such information.
4. **Transition Services.** The District and the Charter School shall jointly ensure the provision of appropriate transition services to Charter School students in the same manner they are provided to other eligible students in the District. (20 U.S.C. 1414(d)(I)(A)(viii); 34 C.F.R. §§ 300.43 and 300.320; Ed. Code, § 56345.1.) Transition services shall be provided in conformity with applicable state and federal law. Transition services will be addressed in each charter school student's IEP no later than age 16.

VIII. DISCIPLINE OF SPECIAL EDUCATION STUDENTS

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

IX. COMPLAINTS AND DISPUTE RESOLUTION

- A. Parent Concerns.** The Charter School shall instruct Parents/Guardians to raise concerns regarding special education services, related services and rights to District and/or Charter School staff. Whenever a Parent/Guardian raises a concern regarding special education and/or related services, the Charter School shall immediately inform the District. The District representative in consultation with the Charter School's designated representative shall respond to and address the Parent/Guardian concerns.
- B. Complaints.** In consultation with the Charter School, the District shall address/respond/investigate all complaints received under the Uniform Complaint procedure involving special education. The Charter School shall cooperate fully with reasonable requests from the District for information and documentation related to such complaints.
- C. Due Process Hearings.** In consultation with the Charter School, the District may initiate a due process hearing related to the provision of FAPE to a Charter School student, if the District determines it is legally necessary to meet the District's responsibilities under federal and state law.

The District and Charter School shall work together to defend any due process hearing brought by a student enrolled in the Charter School. In the event that the District determines that legal counsel representation is needed, the District/Charter School shall be jointly represented by legal counsel.

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

X. COST CONTAINMENT EFFORTS

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

XI. INDEMNIFICATION

Indemnification of the Parties for one another regarding special education matters is addressed in the Operational MOU between the District and the Charter School.

XII. MISCELLANEOUS PROVISIONS

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

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

Manzanita Charter Middle School
School Administrator
2925 Technology Court
Richmond, CA 94806

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

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

- I. **Warranty.** Each person below warrants and guarantees that s/he is legally authorized to execute this Agreement on behalf of the designated entity and that such execution shall bind the designated entity to the terms of this Agreement.

- J. **Counterparts.** This Agreement may be signed in counterpart such that the signatures may appear on separate signature pages. Facsimile or photocopy signatures shall have the same force and effect as original signatures.

SCHOOL DISTRICT

By: _____

Date: 7-21-14

CHARTER SCHOOL

Manzanita CMS

By: _____

Date: 7/14/2014

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

ITEM REQUIRING ATTENTION --- BOARD OF EDUCATION

To: Board of Education **Meeting Date:** August 13, 2014
From: Dr. Bruce Harter **Agenda Item:** CI C.15
Superintendent
Subject: Approval of Negotiated Change Orders – M&O

Background information:

Staff is seeking approval of Change Orders on the following current District construction projects: Collins ES Floor and Door Hardware; Shannon ES Miscellaneous Repairs. Change Orders are fully executed by the District upon signature by the Superintendent's designee. Board approval 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 approving 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 to have this work completed by the contractor on the project.

Recommendation:

Approve negotiated Change Orders as noted.

Fiscal Impact: Total approval by this action: \$8,560.00

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

August 13, 2014 Change Order Approval Summary - M&O

	Project	Company	Original Contract	Previously Approved CO's	CO's Pending Approval	Change Percent	Total CO's	Total CO Percent of Original Contract	Adjusted New Contract	Change Order Numbers
1	Shannon ES Misc Repairs	Hung Construction Builder	\$56,800.00	\$0.00	\$2,428.84	4.28%	\$2,428.84	4.28%	\$59,228.84	1
2	Collins ES Floor and Door Hardware	Hung Construction Builder	\$247,500.00	\$3,523.80	\$3,183.86	1.286%	\$9,654.96	3.90%	\$257,154.96	2
					\$2,947.30	1.191%				3

Total Board Action	\$8,560.00
---------------------------	-------------------

Note: the proposed Board Action is to Approve all Change Orders below ten percent (10%) of the Contract Value.

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

ITEM REQUIRING ATTENTION --- BOARD OF EDUCATION

To: Board of Education **Meeting Date:** August 13, 2014
From: Bruce Harter **Agenda Item:** CI C.16
Superintendent
Subject: Approval of Negotiated Change Orders

Background information:

Staff is seeking approval of Change Orders on the following current District construction projects: Pinole Valley HS Interim Campus; Ohlone ES Interim Campus; Bayview & Vista Restroom Renovation; Ohlone ES Phase I New Classrooms; Gompers/LPS New Schools; El Cerrito HS Stadium; Helms MS Sports Field & Landscaping; Pinole Valley HS Interim Campus Portable Lease; Montalvin ES Classroom Building. Change Orders are fully executed by the District upon signature by the Superintendent's designee. Board approval 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 approving 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:

Approve negotiated Change Orders as noted.

Fiscal Impact: Total approval by this action: \$837,241.80

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

August 13, 2014 Change Order Ratification Summary

	Project	Company	Original Contract	Previously Approved CO's	CO's Pending Approval	Change Percent	Total CO's	Total CO Percent of Original Contract	Adjusted New Contract	Change Order Numbers
1	Pinole Valley HS Interim Campus	JUV, Inc.	\$5,530,000.00	\$165,850.00	\$86,443.00	1.563%	\$455,383.00	8.23%	\$5,985,383.00	4
					\$77,121.00	1.395%				5
					\$44,910.00	0.812%				6
					\$81,059.00	1.466%				7
2	Ohlone ES Interim Campus	Trinet Construction Inc.	\$1,364,000.00	\$0.00	\$22,000.80	1.61%	\$22,000.80	1.61%	\$1,386,000.80	1
3	Bayview & Vista Restroom Renovation	AM Woo	\$469,000.00	\$0.00	\$10,417.17	2.22%	\$10,417.17	2.22%	\$479,417.17	1
4	Ohlone ES Phase 1 New Classrooms	Zovich Construction	\$16,961,000.00	\$1,985,198.51	\$2,536.00	0.01%	\$1,992,842.51	11.75%	\$18,953,842.51	103
					\$2,026.00	0.01%				104
					\$3,082.00	0.02%				105
5	Gompers/LPS New Schools	Lathrop Construction	\$53,887,350.00	\$838,482.00	\$14,071.00	0.03%	\$880,023.00	1.63%	\$54,767,373.00	46
					\$5,453.00	0.01%				47
					\$7,826.00	0.01%				48
					\$12,196.00	0.02%				49
					\$1,995.00	0.00%				50
6	El Cerrito HS Stadium	Wright Contracting Inc.	\$13,438,000.00	\$0.00	\$6,543.00	0.05%	\$20,270.00	0.15%	\$13,458,270.00	1
					\$7,798.00	0.06%				2
					-\$4,056.00	-0.03%				3
					\$9,985.00	0.07%				4
7	Helms MS Sports Field & Landscaping	Robert A. Bothman Inc.	\$5,951,048.00	\$462,832.06	-\$13,705.91	-0.23%	\$536,035.64	9.01%	\$6,487,083.64	19
					\$16,164.91	0.27%				20
					\$12,322.60	0.21%				21
					\$2,528.71	0.04%				22
					\$1,567.59	0.03%				23
					\$2,572.64	0.04%				24
					\$24,157.10	0.41%				25
					\$1,595.94	0.03%				26
					\$18,000.00	0.30%				27
					\$8,000.00	0.13%				28
8	Pinole Valley HS Interim Campus	Mobile Modular	\$4,946,114.00	\$369,622.42	\$1,480.00	0.03%	\$691,646.67	13.98%	\$5,637,760.67	7
					\$181,103.00	3.66%				8
					\$2,247.00	0.05%				9
					\$1,875.00	0.04%				10
					\$11,375.00	0.23%				12
					\$94,694.50	1.91%				13
					\$18,011.00	0.36%				14
\$11,238.75	0.23%	15								
9	Montalvin ES New Classroom Bldg	W A Thomas Co Inc.	\$2,843,000.00	\$8,177.00	\$50,227.00	1.77%	\$58,785.00	2.07%	\$2,901,785.00	2
					\$381.00	0.01%				3

Total Board Action	\$837,241.80
---------------------------	---------------------

Note: the proposed Board Action is to Approve all Change Orders below ten percent (10%) of the Contract Value.

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

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education **Meeting Date:** August 13, 2014
From: Bruce Harter **Agenda Item:** CI C.17
Superintendent
Subject: Citizens' Bond Oversight Committee (CBOC) Reappointment: Tom Waller Reappointed by the
Business Organization

Background Information:

The Board of Directors of the Richmond Chamber of Commerce has recommended Mr. Tom Waller be reappointed to the Citizens' Bond Oversight Committee.

Recommendation:

Approve reappointment as noted.

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____



July 17, 2014

Dr. Bruce Harter
WCCUSD Search Committee
Re: Mr. Tom Waller

Dear Dr. Harter,

The Richmond Chamber of Commerce Board of Directors would like to request that Tom Waller be re-appointed to the Citizens Bond Oversight Committee for a second two-year term. The current understanding is that Tom is nearing the end of his first two-year term, which expires in September 2014.

I write this letter on behalf of Mr. Tom Waller, as he wishes to continue his involvement with the Bond Oversight Committee. I have worked with Tom Waller as he moves about the community, constantly demonstrating his commitment and interest in our schools and students. I see him regularly attending community events, retreats, speaking at forums, service clubs and Chamber events encouraging everyone to support our schools. He serves on our Board of Directors, and is a very active member of our Education Committee.

He is politically savvy and aware of the important issues surrounding the schools here in West Contra Costa County. It is my belief that Tom has a varied and productive background in business, is a respected member of the community and someone who wants to make a difference for our students. Mr. Waller would continue to make an effective leader.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ruth Vasquez-Jones', is written over a thin horizontal line. The signature is fluid and cursive.

Ruth Vasquez-Jones
President/CEO

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

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education **Meeting Date:** August 13, 2014
From: Bruce Harter **Agenda Item:** CI C.18
Superintendent
Subject: Ratification of Staff Awarded Contract: Kennedy High School Health Clinic Project

Background Information:

Hamilton + Aitken Architects prepared plans and specifications for the project. Scope of work includes: construction of exam rooms, health clinic lab, health educator's office, registration office, waiting area and conference room; conversion of child care toilet room to adult toilet room; replacement of glazing at existing windows; adaption of existing heating and ventilation units to new space; provision of power, data, communications and fire alarm to clinic area.

The District conducted a public bid process for the project. Bids were opened on August 5, 2014. Two contractors submitted bids, Streamline Builders \$393,000; B Bros Construction, Inc. \$495,300. The apparent lowest responsive, responsible bidder is Streamline Builders.

Recommendation:

Ratify the award to the lowest responsive, responsible bidder at the expiration of the bid protest period.

Fiscal Impact: Grant secured by Contra Costa County for \$500,000

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

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

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education **Meeting Date:** August 13, 2014
From: Bruce Harter **Agenda Item:** CI C.19
Superintendent
Subject: Ratification of Staff Awarded Contract: Ohlone Elementary School Playground & Parking Lot Completion Project

Background Information:

The District conducted a public bid process for the project. Bids were received on July 1, 2014. Four contractors submitted bids: CWS Construction \$699,000; Maggiora & Ghilotti, Inc. \$794,497; BHM Construction, Inc. \$878,300; WR Forde Associates \$957,000. On July 1, 2014, CWS Construction withdrew its bid. The apparent lowest responsive, responsible bidder was Maggiora & Ghilotti, Inc.

On July 9, 2014, the BOE ratified the Award of Contract to Maggiora & Ghilotti, Inc. Thereafter, on July 17, 2014, Maggiora & Ghilotti, Inc. requested that it be relieved from its bid on the basis of an inadvertent clerical error. This request was deemed untimely because it was made nine (9) days after the statutory timeline permitted for relief from a bid based on an error. Specifically, PCC §5103 provides relief from bids if notice of the mistake or error is provide within five (5) working days after the opening of the bids. In this matter, Maggiora & Ghilotti had until July 9, 2014, to request relief from its bid based on an error.

Thereafter, on July 18, 2014, Maggiora & Ghilotti, Inc. sent the District notice of its "declination of award." Maggiora & Ghilotti, Inc. specifically requested that the District "take the appropriate action to award the project to the next responsible bidder."

As a result of Maggiora & Ghilotti, Inc.'s declination of award, on July 24, 2014, the District issued a Demand for Payment of Bid Bond against Maggiora & Ghilotti, Inc. and reissued the Notice of Award to BHM Construction, Inc.

Recommendation:

Rescind previous Ratification of Award of Contract to Maggiora & Ghilotti, Inc. and ratify the award to the lowest responsive, responsible bidder: BHM Construction, Inc.

Fiscal Impact: \$878,300. Funded from Bond Fund.

DISPOSITION BY BOARD OF EDUCATION

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

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

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education **Meeting Date:** August 13, 2014
From: Bruce Harter **Agenda Item:** CI C.20
Superintendent
Subject: Ratification of Staff Awarded Contract: Pinole Valley High School Hillside Stabilization Project

Background Information:

WLC Architects has prepared plans and specifications for the project. Scope of work includes: selective demolition and construction necessary for the Hillside Stabilization, including associated geotechnical, civil, structural, and/or landscaping work as indicated in the Drawings and geotechnical report and Specifications. The Project will be phased into two increments, Increment 1 - Pier Shoring Work and Increment 2 - Excavation, Compaction, Subgrade Storm Drainage and Landscape Hydro Seed Planting.

The District conducted a public bid process for the project. Bids were opened on July 30th, 2014. Six contractors submitted bids, Ghilotti Construction Company \$1,722,600; Bay Cities Paving and Grading, Inc. \$1,932,300; Jim Freethy Excavating, Inc. \$1,988,502; JUV Inc, \$2,790,000; Evans Brothers, Inc. \$2,895,800; Ghilotti Bros, Inc. \$2,947,000. The apparent lowest responsive, responsible bidder is Ghilotti Construction Company.

Recommendation:

Ratify the award to the lowest responsive, responsible bidder at the expiration of the bid protest period.

Fiscal Impact: \$1,722,600. Funded from Bond Fund.

DISPOSITION BY BOARD OF EDUCATION

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

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

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education **Meeting Date:** August 13, 2014
From: Magdy Abdalla **Agenda Item:** CI C.21
Engineering Officer
Subject: Approve Measure J and D 2010, Measure E 2012, Bond Program budget expenditure authorization

Background Information: The District needs to update the Bond Program Budget to accommodate updated anticipated project costs, based on recently received bids. The attached expenditure authorization worksheet includes these proposed adjustments.

Several other current construction estimates exceed the approved project budgets; therefore an ongoing reconciliation will be needed as projects are bid, closed out, and/or additional expenditures are incurred.

Recommendation: Approve Bond Program budget expenditure authorization.

Fiscal Impact: Updated budgets for Bond Program.

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

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
FACILITIES PLANNING CONSTRUCTION

WCCUSD BOND PROGRAM 2014 BUDGET EXPENDITURE ADJUSTMENTS				
EXPENDITURE AUTHORIZATION WORKSHEET				
SOURCE	APPR'D EXPEND. AUTHORITY	ADJUSTMENTS	EXPENDITURE AUTHORITY	REFERENCE
Downer ES Field	\$850,000	\$0	\$850,000	G.C. Bid (04/03/14)
Cameron ES	\$250,000	\$0	\$250,000	Architectural Planning Fees
Coronado ES	\$42,300,000	\$0	\$42,300,000	G.C. Bid - New Construction (10/23/13)
Dover ES	\$33,295,274	\$0	\$33,295,274	
Ford ES	\$31,154,828	\$0	\$31,154,828	Extended time, closeout, window shades
Fairmont ES*	\$34,677,605	\$0	\$34,677,605	
Highland ES*	\$54,600,000	\$0	\$54,600,000	
King ES	\$24,989,530	\$0	\$24,989,530	
Lake ES	\$500,000	\$0	\$500,000	Architectural Master Planning Fees
Mira Vista ES	\$100,000	\$0	\$100,000	ADA Compliance - Arch'l Fees Only
Montalvin Manor	\$4,000,000	\$0	\$4,000,000	
Nystrom ES	\$33,811,474	\$14,888,526	\$48,700,000	MPB, Bldg Mod'n G.C. Bid (07/15/14)
Ohlone ES*	\$34,491,437	\$0	\$34,491,437	
Olinda ES	\$500,000	\$0	\$500,000	Architectural Master Planning Fees
Peres ES Renovation	\$2,247,125	\$0	\$2,247,125	Dental Clinic, RRs, Modernizations
Peres ES Renovation - Phase II	\$1,000,000	\$0	\$1,000,000	Additional Modernizations
Riverside ES	\$250,000	\$0	\$250,000	Architectural Planning Fees
Shannon ES	\$500,000	\$0	\$500,000	Architectural Planning Fees
Stege ES	\$30,800,000	\$0	\$30,800,000	
Valley View ES*	\$34,866,383	\$0	\$34,866,383	
Wilson ES*	\$49,800,000	\$0	\$49,800,000	Approved FSC Meeting, 07/09/13
Helms Middle	\$87,543,413	\$0	\$87,543,413	Fields project bid and soft costs
Pinole Middle*	\$53,155,037	\$0	\$53,155,037	
Portola/Korematsu Middle	\$69,753,352	\$0	\$69,753,352	G.C. Bid, Full-time CA, Legal, EIR MMRP
Leadership + Gompers	\$78,115,983	\$0	\$78,115,983	Construction bid and soft costs
Richmond High School	\$12,234,667	\$0	\$12,234,667	Small projects, Closeout
Richmond High School	\$40,950,000	\$0	\$40,950,000	Health Center, Gym, CR/Library Bldgs.
Kennedy High School	\$14,699,137	\$0	\$14,699,137	
Kennedy High School	\$7,500,000	\$0	\$7,500,000	Science Building, G.C. Bid (07/31/13)
Kennedy High School	\$9,400,000	\$0	\$9,400,000	Swim Center, G.C. Bid (03/25/14)
Kennedy High School	\$902,875	\$0	\$902,875	Measure D-2010 Projects
Hercules Middle School	\$30,400,000	\$0	\$30,400,000	Approved FSC Meeting, 07/09/13
De Anza High School*	\$118,080,340	\$0	\$118,080,340	New School, Demolition, B10 & Field
El Cerrito High	\$127,417,423	\$0	\$127,417,423	
ECHS Stadium	\$21,000,000	\$0	\$21,000,000	G.C. Bid (11/05/13)
Pinole Valley High School*	\$181,900,000	\$0	\$181,900,000	
Deferred Capital Projects (Measure D-2010)	\$3,116,000	\$0	\$3,116,000	Approved FSC Meeting, 06/11/13 - Fund 14
District Technology (Measure D-2010)	\$5,000,000	\$0	\$5,000,000	
Project Technology (Measure D-2010)	\$5,000,000	\$0	\$5,000,000	
District Technology (Measure E)	\$20,000,000	\$0	\$20,000,000	Common Core
Program Coordination (Measure J)	\$15,000,000	\$0	\$15,000,000	Program Coordination, Exhausted
Program Coordination (Measure D-2010)	\$15,000,000	\$0	\$15,000,000	District-wide program costs, legal
Program Contingency (Measure J)	\$0	\$0	\$0	Program Contingency, Exhausted
Program Contingency (Measure D-2010)	\$6,000,000	\$0	\$6,000,000	
Program Contingency (Measure E)	\$6,000,000	\$0	\$6,000,000	

* Current construction estimate exceeds approved project budget. Expenditure may require adjustment at a future date.

Disclaimer: The Expenditure Authority Worksheet does not represent the entire Bond Program budget. Its purpose is to maintain proper program budget management.

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

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education

Meeting Date: August 13, 2014

From: Bruce Harter
Superintendent

Agenda Item: CI C.22

Subject: Approval of Board Member Travel

Background Information:

Board Bylaw 9250 stipulates members of the board shall be reimbursed for allowable expenses incurred in attending any meetings or in making any trips on official business of the school district when so authorized in advance by the Board of Education. (Education Code 35044). Board members have expressed interest in attending the following:

- The New York Times Schools for Tomorrow Conference, New York, NY September 8-9, 2014
- C.A.S.H. Fall Conference, Newport Beach, CA October 28-29, 2014
- 44th Black Caucus Annual Legislative Conference, Washington D.C., September 24-27, 2014

Expenses including registration, travel and food are budgeted and there is sufficient funding within that budget.

Recommendation:

Recommend Approval

Fiscal Impact:

General Fund

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

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

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education **Meeting Date:** August 13, 2014
From: Bruce Harter **Agenda Item:** CI C.23
Superintendent
Subject: Meeting Schedule Dates for 2014-15

Background Information:

Board Policy 9100 requires that the Board set the calendar of meetings for the calendar year at its December organizational meeting. Yet for planning and communication purposes, it would be unwise to wait until December each year to set the meeting dates for the first few months of the new calendar year. While the Board would certainly have the authority to change meeting dates, as it does at any time, it is important to establish dates for the calendar year 2015.

Currently, the Board is scheduled to meet on the following dates in 2014:

September	3	17
October	1	15
November	5	19
December	17	

Recommendation:

That the Board modify the schedule to change the November 5, 2014 meeting to November 12, replace the November 19, 2014 meeting with one on December 10 and approve the dates for the first half of 2015. The upcoming Board meeting calendar would become:

September	3	17
October	1	15
November	12	
December	10	17
January	7	21
February	11	
March	4	18
April	1	22
May	6	20
June	10	24

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

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

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education

Meeting Date: August 13, 2014

From: Bruce Harter
Superintendent

Agenda Item: CI C.24

Subject: Renaming Portions of El Cerrito High School

Background Information:

At the July 23, 2014 meeting, members of the El Cerrito High School Archiving Project proposed the Board name portions of the school in honor of worthy teachers from the past. Four members of the project presented their rationale for naming the press box in the stadium after Sandy Berman, the performing Arts Theater after Dr. Sam Elkind, the football field after Frank Milo, and the track after Hale Roach.

Board Policy 7310 governs the process for renaming a WCCUSD facility or section of a facility. That policy states:

The Governing Board shall use the following criteria in naming buildings, parts of buildings or athletic fields in honor of the contributions of students, staff members and community members. The criteria shall include:

- 1. Individuals, living or deceased, who have made outstanding contributions to the WCCUSD or the educational community; or*
- 2. Individuals, living or deceased, who have made contributions of state, national or worldwide significance.*
- 3. Recognition of the geographic areas in which the school or building is located.*
- 4. No school facility will be given the name of a commercial development unless the name existed in the area prior to the development.*
- 5. The renaming of existing schools or major facilities shall occur only under extraordinary circumstances and after thorough study.*

The process for a renaming begins with the appointment of two members of a Board subcommittee who will consider the name change after reviewing community input.

Recommendation:

That the Board appoint Randy Enos and Madeline Kronenberg to consider the proposal and bring a recommendation back to the Board by the first meeting in October.

Fiscal Impact: To be determined

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

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

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education

Meeting Date: August 13, 2014

From: Marcus Walton
Director, Communications

Agenda Item: CI C.25

Subject: Approval of District's Response to Grand Jury Report on the California Public Records Act

Background Information:

In early June, the Contra Costa County Grand Jury released a report titled, "The Public Records Act in Contra Costa County: Letting the Sun Shine In." Most public agencies in Contra Costa County were required to respond to the Report.

According to California Penal Code §933(c), the District must respond to the presiding judge of the superior court on the findings and recommendations of the Report. California Penal Code §933.05(a) and (b) outline the responses expected from a responding entity to the Report's findings and recommendations.

In response to the recommendations made in the Report, the District will analyze the feasibility of adopting a policy similar to the county's Better Governance Ordinance, train all employees responsible for adhering to the California Public Records Act by the end of the 2014-15 school year, and continue to place certain public records and supporting documents for public meetings on the District website, www.wccusd.net.

The Grand Jury Report and the District's response are attached.

Recommendation:

That the Board approve the District's response to Grand Jury Report No. 1405.

Fiscal Impact:

None.

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

August 14, 2014

John T. Laettner
Judge of the Superior Court
Contra Costa County
725 Court Street
Martinez, CA 94553-0091

Dear Honorable Judge Laettner,

The West Contra Costa Unified School District (District) is in receipt of Contra Costa County Grand Jury Report No. 1405, "The Public Records Act in Contra Costa County" (Report).

In accordance with California Penal Code §933.05(a), the District's response to each of the numbered Findings is as follows:

1. The District agrees with the Finding.
2. The District neither agrees nor disagrees with the Finding. The District has no basis on which to evaluate the impact of Contra Costa County's Better Government Ordinance on the County's policy of transparency in government.
3. The District neither agrees nor disagrees with the Finding. The District is not in a position to know whether Contra Costa County conducts periodic training of its employees regarding how to respond to requests for records under the California Public Records Act (CPRA) and the Better Government Ordinance.
4. The District neither agrees nor disagrees with the Finding. The District is not in the position to know whether responses to CPRA requests by county departments reporting to the Board of Supervisors is generally timely and appropriate.
5. The District neither agrees nor disagrees with the Finding. The District is not in the position to determine whether the response to CPRA requests by cities and special districts within Contra Costa County is uneven.

The District is a public school district, not a city or special district. As applied to itself, the District partially disagrees with the finding. The District's responses to CPRA requests are consistent, responsive, and in the majority of instances, prompt. In instances where a response may be delayed, it is due to the logistics of identifying, collecting, reviewing, and redacting responsive documents.

6. The District neither agrees nor disagrees with the Finding. The District has no basis to evaluate whether employees of cities and some special districts who deal with CPRA requests are unfamiliar with the Act and the responsibilities of their agency when records are requested. As applied to itself, the District disagrees wholly with the finding. District employees who deal with CPRA requests are familiar with the Act and the responsibilities of the District when records are requested.

7. The District agrees with the Finding.

In accordance with California Penal Code §933.05(b), the District's response to each of the numbered Recommendations is as follows:

1. The Recommendation requires further analysis. The District currently adheres to the CPRA. Further analysis is necessary to determine whether adopting a policy similar to the Better Government Ordinance is feasible under the District's current staffing levels, bargaining unit contracts, and technological resources. The impact of such a policy on the District's business would also need to be evaluated. A further response will be provided within a six month timeframe.
2. The Recommendation has not yet been implemented. The District will arrange for training for all of its employees who are responsible for responding to Public Records Act requests. It is the District's goal to complete the training no later than the end of the 2014-2015 school year.
3. The Recommendation has been partially implemented. The collective bargaining agreements applying to each represented unit, annual audits, and agendas and supporting documents for public meetings are available on the District website, www.wccusd.net. The Recommendation will not be implemented as to individual employment contracts to protect the privacy interests of the respective employees and to guard against the public release of information which may lead to fraud and identity theft. Nevertheless, the District will respond to all requests for employment contract information in compliance with its obligations under the California Public Records Act. The Recommendation will not be implemented as to travel and expense reimbursements as the burden for a district of our size in terms of administrative time required to collect and post such information on the website outweighs the benefit of on-line access to it. Nevertheless, the District will respond to all requests for travel and expense reimbursement information in compliance with its obligations under the California Public Records Act.

Respectfully submitted,

Marcus E. Walton
Director, Communications

cc: Stephen D. Conlin, Grand Jury Foreperson
Bruce Harter, Superintendent
clope2@contracosta.courts.ca.gov

Grand Jury

Contra Costa County

725 Court Street
P.O. Box 431
Martinez, CA 94553-0091



June 3, 2014

Bruce Harter, Ph.D., Superintendent
West Contra Costa Unified School District
1108 Bissell Ave.
Richmond, CA 94801

Dear Dr. Harter:

Attached is a copy of **Grand Jury Report No. 1405, 'The Public Records Act In Contra Costa County'** by the "2013-2014" Contra Costa Grand Jury. As the West Contra Costa Unified School District is a subject of the report, this report is being provided to you at least two working days before it is released publicly in accordance with California Penal Code section 933.05(f).

Section 933.05(a) of the California Government Code requires that a person or entity that is the subject of a report shall respond to each finding in the report by indicating one of the following :

- (1) The respondent agrees with the finding;
- (2) The respondent disagrees with the finding; or
- (3) The respondent partially disagrees with the finding.

If the respondent wholly or partially disagrees with a finding, the respondent shall specify the portion of the finding that is disputed, and shall include an explanation of the reasons therefore.

In addition, Section 933.05(b) requires that the respondent reply to each recommendation of the report by stating one of the following actions:

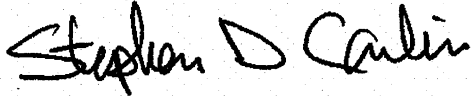
1. The recommendation has been implemented, with a summary describing the implemented action.
2. The recommendation has not yet been implemented, but will be implemented in the future, with a time frame for implementation.
3. The recommendation requires further analysis. This response should explain the scope and parameters of the analysis or study, and a time frame for the matter to be prepared for discussion. This time frame shall not exceed six months from the date of the publication of the Grand Jury Report.

4. The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation thereof.

Please be aware that Section 933.05 specifies that no officer, agency, department or governing body of a public agency shall disclose any contents of the report prior to the public release of the final report. Please ensure that your response to the above noted Grand Jury report complies in form and substance with the legal requirements for such responses. We expect your response, no later than **SEPTEMBER 3, 2014** under the Penal Code.

Please send a copy of your response in hard copy to the Grand Jury, as well as a copy by e-mail in Word to clope2@contracosta.courts.ca.gov.

Sincerely,



Stephen D. Conlin, Foreperson
2013-2014 Contra Costa County Civil Grand Jury

Enclosure

**A REPORT BY
THE 2013-2014 CONTRA COSTA COUNTY GRAND JURY**

725 Court Street
Martinez, California 94553

REPORT 1405

**THE PUBLIC RECORDS ACT IN
CONTRA COSTA COUNTY**

Letting the Sun Shine In

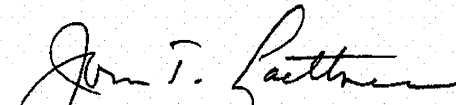
APPROVED BY THE GRAND JURY:

Date: 5/22/2014


STEPHEN D. CONLIN
GRAND JURY FOREPERSON

ACCEPTED FOR FILING:

Date: 5/30/14


JOHN T. LAETTNER
JUDGE OF THE SUPERIOR COURT

Contact: Stephen D. Conlin
Foreperson
925-957-5638

Contra Costa County Grand Jury Report 1405

THE PUBLIC RECORDS ACT IN CONTRA COSTA COUNTY

Letting the Sun Shine In

TO: Contra Costa County Board of Supervisors
All Contra Costa County Cities,
All Contra Costa County School Districts,
All Contra Costa County Fire Districts,
Selected Special Districts in Contra Costa County

SUMMARY

The California Public Records Act (the "CPRA" or "Act") is the law that ensures the public has access to records generated by public agencies. The Act, however is complex and flawed. Employees responsible for fulfilling CPRA requests do not always respond in the manner required by the law. Contra Costa County has adopted a Better Government Ordinance; it allows the public even greater access to government records and information and clarifies some of the uncertainties of the ACT. The practice of making public records available on a governmental entity's website is an economical and practical means of complying with the Act.

METHODOLOGY

In preparing this report, the Contra Costa Civil Grand Jury:

- Interviewed an individual who makes frequent requests for public records from agencies in Contra Costa County and one who bears responsibility for insuring compliance with the law.
- E-mailed and made in-person requests for routine public records to a cross-section of agencies within the County.

Reviewed:

- The California Public Records Act, Government Code Section 6250 et seq.;
- The Summary of the California Public Records Act 2004 prepared by the California Attorney General's Office;

- Contra Costa County's Better Government Ordinance, 25-2.202 et seq.;
- Contra Costa County Administration Bulletin Number 120.5, Public Access to County Records;
- The People's Business: A Guide to the California Public Records Act published by the League of California Cities;
- Materials concerning audits of public agencies for Public Records Act compliance published by Californians Aware, the Center for Public Form Rights.

BACKGROUND

The CPRA, enacted in 1968, ensures that the public has access to governmental records, and that those records will be disclosed to the public upon request, unless there is a specific reason provided by the Act not to do so. Access to information concerning the conduct of governmental activities permits the public to better monitor the functioning of government and reduces the likelihood of waste, fraud and corruption.

The Act strongly favors the release of the requested records. For example:

- The request need not be in writing. There may be good reason to do so to establish the exact nature of the documents sought and the time frame for responses, but it is not required by law.
- The person requesting the records does not need to identify him/herself. Although it may be easier for the responding agency to deal with the request and get back to the party making the request, only in a few specified situations need the requester be identified.
- The request need not state the purpose of the request.
- The governmental entity has the burden of justifying the denial of a request.
- The agency must respond to the request within 10 days, or provide notice to the requester within 14 days concerning the existence of the requested records, and the records must be produced within a reasonable time.
- The agency must assist the requester by attempting to identify records that contain the information sought.
- Fees may be charged for the costs of reproduction of the records, but not for the time required to conduct a search.

Despite the CPRA's strong mandate and the important policy that lead to its enactment, members of the public and the press are occasionally rebuffed or given the runaround when making legitimate CPRA request. In some cases this may be the result of imprecise requests:

- The scope of the request must be reasonably clear.
- The requester may ask for records that don't exist. The government entity need not create information or write reports in response to requests under the Act.
- The government entity need only produce records that are reasonably identified.

The CPRA does present problems in its implementation. It is complicated in that it contains many exceptions to disclosure, including such matters as attorney-client communications, code enforcement records, law enforcement records, pending litigation, personnel records, and recipients of public services, among others.

If an agency in or of the County opposes disclosure of the records, it can argue that one or more of the exceptions apply. Unless the person making the request is persistent and challenges the agency's right to withhold the record, the agency may avoid disclosure. The requesting party's only option at that point is to threaten litigation or actually file a lawsuit, a choice that realistically is an option available only to the press or other entities with significant resources but less likely to be exercised by individual members of the public.

The Board of Supervisors has adopted the "Better Government Ordinance," (the "BGO"), that expands the public's access to records beyond those available to the public under the CPRA. The BGO applies to the offices of County government under the authority of the Board of Supervisors. Independent districts are covered only by the Public Records Act.

An increased number of County agencies maintain websites that provide links to public records. This has been of major assistance to citizens seeking information, and it is an efficient and inexpensive way of complying with the Public Records Act.

Among the most valuable classifications of documents whose publication would strengthen integrity in government are: Statements of Economic Interests, Employment Contracts, Annual Audits, Travel and Entertainment reimbursements and agendas and supporting documents for public meetings.

Compliance with the Act in Contra Costa County

Compliance with the Act by those agencies reporting to the Board of Supervisors is generally good, but compliance by cities and special districts is uneven, with some being very forthcoming and others less so. There are several reasons that could account for the failure to comply, from an unwillingness to provide information during the existence of a public controversy to simple ignorance about the requirements and workings of the Act. The County provides annual training about the CPRA and compliance. This, no doubt, accounts for the greater receptiveness of County offices to document requests.

E-mail requests were sent to 41 different cities, special districts and divisions of County government. The same request was made to each entity; a request for a copy of the contract of the highest-ranking official for that entity. The request did not identify the name of the person making the request nor did it reveal any connection with the Grand Jury. In many instances an e-mail response with the appropriate document attached or a reference to the document online was received within an hour or so from the time of the inquiry. Several took from one to three days. Several took seven days; one took 24 days. Several of the e-mails bounced and had to be re-directed to a different e-mail addresses where the response was normally prompt once the request reached the appropriate staff member. There was no response from 12 of the offices.

Visits, including visits to some of the offices that failed to respond to the e-mail requests, resulted usually in positive responses. When the Statement of Economic Interest form (Form 700) was requested, it was produced in a matter of minutes in some instances. At other times, an e-mail was sent to the requester with the document attached.

Requests pursuant to the CPRA do not need to be in writing; the requesters do not have to reveal their identity, explain the purpose of the request or with whom they might be affiliated. However this information was requested on several occasions and one entity insisted that the request be in writing.

Several patterns emerged in response to CPRA requests.

- Requests by e-mail were generally directed to knowledgeable individuals within the office so the resulting response was timely and professional.
- Personal visits to offices, while usually successful (the requested record was provided), often revealed the staff's uncertainty about who in the office should respond to the request.
- In-person visits often resulted in requests for the requestor's name and purpose of the request, disclosures the law does not require.
- The quickest responses came when the information was already on the entity's website and could be referenced easily.
- The requests were for very routine documents that are clearly subject to the Act and should be readily forthcoming.

FINDINGS

1. The State of California's policy of transparency in government is embodied in the California Public Records Act (CPRA).
2. Contra Costa County's policy of transparency in government has been strengthened by its adoption of the Better Government Ordinance.

3. Contra Costa County conducts periodic training of its employees regarding how to respond to requests for records under the CPRA and the Better Government Ordinance.
4. The response to CPRA requests by departments reporting to the Board of Supervisors is generally timely and appropriate.
5. The response to CPRA by cities and special districts within Contra Costa County is uneven. Some entities are responsive, while others have a delayed responses or fail to respond entirely.
6. Employees of cities and some special districts who deal with CPRA requests are unfamiliar with the Act and the responsibilities of their agency when records are requested.
7. Among the most valuable documents that could be included on websites are: Statements of Economic Interests, Employment Contracts, Annual Audits, Travel and Entertainment reimbursements, and agendas and supporting documents for public meetings.

RECOMMENDATIONS

1. Cities and special districts in Contra Costa County should consider adopting a policy similar to the Better Government Ordinance, expanding the right of the public to access to public records.
2. Cities and special districts in Contra Costa County should arrange for periodic training of employees who are responsible for responding to Public Records Act requests.
3. Cities and special districts should consider making certain public records that are clearly disclosable under the CPRA available on their websites:
 - a. Statements of Economic Interests
 - b. Employment Contracts
 - c. Annual Audits
 - d. Travel and Entertainment reimbursements
 - e. Agendas and supporting documents for public meetings.

REQUIRED RESPONSES

	<u>Findings</u>	<u>Recommendations</u>
Contra Costa County Board of Supervisors	1-7	1 - 3
City of Antioch	1-7	1 - 3
City of Brentwood	1-7	1 - 3
City of Clayton	1-7	1 - 3
City of Concord	1-7	1 - 3
Town of Danville	1-7	1 - 3
City of El Cerrito	1-7	1 - 3
City of Hercules	1-7	1 - 3
City of Lafayette	1-7	1 - 3
City of Martinez	1-7	1 - 3
Town of Moraga	1-7	1 - 3
City of Oakley	1-7	1 - 3
City of Orinda	1-7	1 - 3
City of Pinole	1-7	1 - 3
City of Pittsburg	1-7	1 - 3
City of Pleasant Hill	1-7	1 - 3
City of Richmond	1-7	1 - 3
City of San Pablo	1-7	1 - 3
City of San Ramon	1-7	1 - 3
City of Walnut Creek	1-7	1 - 3
Acalanes Union High School District	1-7	1 - 3
Antioch Unified School District	1-7	1 - 3

	<u>FINDINGS</u>	<u>RECOMMENDATIONS</u>
Brentwood Union School District	1-7	1 - 3
Byron Unified School District	1-7	1 - 3
Canyon School District	1-7	1 - 3
Contra Costa Community College District	1-7	1 - 3
John Swett Unified School District	1-7	1 - 3
Knightsen Elementary School District	1-7	1 - 3
Lafayette School District	1-7	1 - 3
Liberty Union High School District	1-7	1 - 3
Martinez Unified School District	1-7	1 - 3
Moraga School District	1-7	1 - 3
Mount Diablo Unified School District	1-7	1 - 3
Oakley Union Elementary School District	1-7	1 - 3
Orinda Union School District	1-7	1 - 3
Pittsburg Unified School District	1-7	1 - 3
San Ramon Valley Unified School District	1-7	1 - 3
Walnut Creek School District	1-7	1 - 3
West Contra Costa Unified School District	1-7	1 - 3
Contra Costa County Office of Education	1-7	1 - 3
Kensington Police Protection and Community Services District	1-7	1 - 3
Pleasant Hill Recreation and Park District	1-7	1 - 3
Contra Costa Water District	1-7	1 - 3
Diablo Water District	1-7	1 - 3

	<u>FINDINGS</u>	<u>RECOMMENDATIONS</u>
West Contra Costa Health Care District	1-7	1 - 3
Contra Costa County Fire Protection District	1-7	1 - 3
Crockett-Carquinez Fire Protection District	1-7	1 - 3
East Contra Costa Fire Protection District	1-7	1 - 3
Kensington Fire Protection District	1-7	1 - 3
Moraga-Orinda Fire District	1-7	1 - 3
Rodeo-Hercules Fire Protection District	1-7	1 - 3
San Ramon Valley Fire Protection District	1-7	1 - 3

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

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education

Meeting Date: August 13, 2014

From: Sheri Gamba *SG*
Associate Superintendent Business Services

Agenda Item: D.1

Subject: July 2014 Refunding Bond Sale Report

Background Information:

Through the issuance of the refunding bonds, the District saved its taxpayers \$10.3 million over the full term of the bonds, equal to approximately \$9.6 million of present value savings or 11.1% of bonds refunded. The savings achieved through the refunding far exceeded the District's threshold for the issuance of refunding bonds.

The District's Finance Team including representatives from the firms as noted will be present to review the successful sale and answer any questions the Board may have regarding the refunding.

KNN Public Finance
Piper Jaffray & Co.
Backstrom McCarley Berry & Co., LLC
Nixon Peabody LLP

Recommendation: For Information Only

Fiscal Impact: None

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

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

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education

Meeting Date: August 13, 2014

From: Nia Rashidchi
Assistant Superintendent, Educational Services

Agenda Item: F.1

Subject: Masterplan for English Learners

Background Information: Over the 2013-14 school year, the West Contra Costa Unified School District has developed a new Masterplan for English Learners. The board of education did an initial reading of the draft masterplan at the June 25 board meeting.

Staff will present the EL masterplan to the Board of Education for approval.

The plan includes information in the following areas: Identification, Assessment and Program Placement, Instructional Programs, Monitoring of Student Progress, Reclassification, Staffing and Professional Development, Parent and Community Involvement, and Evaluation and Accountability.

The plan will be provided under separate cover and on the District's website at www.wccusd.net.

Recommendation: That the Board approve the District's Masterplan for English Learners

Fiscal Impact: \$2.6 Million (\$1.6 Million = Concentration/Supplemental and \$1 Million = state/federal grants)

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____


Tabled _____

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

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education

Meeting Date: August 13, 2014

From: Sheri Gamba, 
Associate Superintendent Business Services

Agenda Item: F.2

Subject: Resolution 15-1415: Resolution requesting the Contra Costa Board of Supervisors to establish tax rates for bonds of West Contra Costa Unified School District which are outstanding or expected to be sold during Fiscal Year 2014-15.

Background Information: The district currently has bonds outstanding under six separate voter approved GO bond authorizations. Each bond authorization has its own tax rate target based on the tax rate statement presented to voters at the time of election. Due to the unprecedented decline in tax base in 2009/2010 and 2010/2011, there have been tax rate concerns for three existing bond authorizations: the 2000 Measure M, 2002 Measure D, and 2005 Measure J. Despite the tax base declines, District Board of Education has made it a priority to maintain tax rates at or below the targeted levels to the extent possible consistent with the principles of prudent debt management. Through a number of proactive initiatives over the last several years, the District has been able to be at or below the tax targets for every single authorization in every single year.

In early July, the County Assessor released preliminary assessed values for 2014/2015. The information we received from the County Assessor indicated that the assessed valuation for the District increased by approximately 10.8% between 2013/2014 and 2014/2015. Despite the increase in assessed values, the District continues to face uncertainty in connection with the general economic climate and the Chevron appeals process over the next several years. To the extent possible, the District would like to stay within the tax targets presented to the voters at the time of each of the elections. We believe that setting up the reserve has been a key factor in allowing the District to meet this goal over the last several years in a difficult economic environment.

The District is requesting that the county set the 2013/2014 tax rates at the targeted levels of \$55.60 per \$100,000 in assessed value for 2000 Measure M bonds, \$60.00 per \$100,000 in assessed value for 2002 Measure D bonds, \$60.00 per \$100,000 of assessed value for 2005 Measure J bonds. The district plans to issue its second series of 2012 Measure E bonds and its third series of 2010 Measure D bonds in late February or early March. The District desires to structure these bonds to achieve the 2014/2015 tax rate of \$48.00 per \$100,000 of assessed value. The District is requesting that the county set the tax rate at \$48.00 per \$100,000 for the 2010 Measure D and 2012 Measure E bonds.

The 1998 Measure E bonds will continue to be well below the target maximum rate. Last year, the tax rate was \$10.20 per \$100,000 of assessed value which is below the target tax rate of \$26.40.

Recommendation: Approval of Resolution No. 15-1415 requesting the Contra Costa County Board of Supervisors set tax rates for the district's GO bonds.

Fiscal Impact: Establish rates for debt service payments

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

BOARD OF EDUCATION
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 15-1415

RESOLUTION REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF CONTRA COSTA TO ESTABLISH TAX RATES FOR BONDS OF WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT OUTSTANDING OR EXPECTED TO BE SOLD DURING FISCAL YEAR 2014-15, AND AUTHORIZING NECESSARY ACTIONS IN CONNECTION THEREWITH.

WHEREAS, this Board of Education (the "Board") of the West Contra Costa Unified School District (the "District"), located in Contra Costa County (the "County"), California, has previously received authorization for the issuance of bonds under the following measures: Measure E (approved by the voters on June 2, 1998) ("Measure 1998E"); Measure M (approved by the voters on November 7, 2000) ("Measure M"); Measure D (approved by the voters on March 5, 2002) ("Measure 2002D"); Measure J (approved by the voters on November 8, 2005) ("Measure J"); Measure D (approved by the voters on June 8, 2010) ("Measure 2010D"); and Measure E (approved by the voters on November 6, 2012) ("Measure 2012E");

WHEREAS, this Board of the District, located in the County, deems it necessary and desirable to request that the County levy taxes for Measures M, 2002D and J at specific rates per \$100,000 of assessed value;

WHEREAS, this Board of the District, located in the County, is authorized to, and intends to issue a series of bonds in early 2015 for purposes authorized by the voters of the District under Measure 2010D and Measure 2012E;

WHEREAS, the Board of Supervisors of the County is required to take action approving a tax rate for payment of indebtedness of the District during Fiscal Year 2014-15, and it is the responsibility of the Auditor-Controller of the County to calculate the several tax rates for the Board of Supervisors' action thereon;

WHEREAS, this Board has determined that it is not possible or advisable to sell the bonds under Measure 2010D and Measure 2012E in time to permit the Auditor-Controller, or other appropriate County official, of the County to calculate the tax rates necessary to pay debt service on such bonds in order that such tax rates may be reflected on 2014-2015 property tax bills of taxpayers in the District;

WHEREAS, Section 15252 of the Education Code of the State of California provides that the Board of Supervisors of each county shall annually, at the time of making the levy of taxes for county purposes, estimate the amount of money required to meet the payment of the principal of and interest on bonds authorized by the electors of the District and not sold, and which the Board of Education of the District informs the Board of Supervisors in their belief will be sold before the next tax levy, and further provides that said Board of Supervisors shall levy a tax sufficient to pay the principal and interest so estimated; and

WHEREAS, this Board deems it necessary and desirable to issue bonds under Measure 2010D and Measure 2012E during Fiscal Year 2014-15, as authorized by the Education Code, and that the County levy a tax for payment on debt service estimated to come due on such bonds during Fiscal Year 2014-15, and believes that said bonds will be sold during said Fiscal Year;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT:

Section 1. Recitals. All of the above recitals are correct.

Section 2. Estimate of Tax Levy. The Superintendent, the Associate Superintendent of Business Services, or the Executive Director of Business Services (Bonds) of the District or such other officer of the District as any such authorized officer may designate (each, an "Authorized District Representative"), are hereby authorized and directed to prepare an estimate of all payments of principal and interest which shall become due on the series of bonds of the District expected to be sold following to the assessment of the tax levy for Fiscal Year 2014-15, and to cause the debt service schedule so prepared to be provided to the Board of Supervisors of the County and to the officers of the County responsible for preparing the tax levy for bonds of the District and for levying said tax. The District estimates that the sale of its next series of bonds under Measure 2010D shall be in an estimated amount of \$85 million, and that the sale of bonds under Measure 2012E shall be in an estimated amount of \$85 million. Both estimated bond amounts are within the District's authorized but unissued bond allowances, and both shall be issued on or around March 31, 2015.

Section 3. Request to County to Levy Tax. The Board of Supervisors of the County is hereby requested, in accordance with Education Code Sections 15252-15254, to levy a tax rate for bonds of the District authorized by the voters under Measure 2010D and Measure 2012E, expected to be sold during Fiscal Year 2014-15, based upon the estimated debt service schedule prepared by officers of the District, and to levy a tax in Fiscal Year 2014-15 in the amount of \$48.00 per \$100,000 on all taxable property in the District, for each series of bonds. The proceeds of such tax shall be deposited into the respective debt service funds of the District established pursuant to the Education Code for each series of bonds of the District.

The District further requests that the County levy taxes for the following measures at the following rates per \$100,000 of assessed value: Measure M at \$55.60, Measure 2002D at \$60.00; and Measure J at \$60.00.

Section 4: Application of Tax Proceeds. In the event that the bonds under Measure 2010D and Measure 2012E of the District are not sold during Fiscal Year 2014-15, or are sold in such amount and on such terms that the proceeds of the tax requested in Section 3 hereof, or any portion thereof, are not required for payment of debt service due on the bonds, this Board hereby requests that the Auditor-Controller, or other appropriate official of the County, cause the remaining proceeds of the tax to be held in the debt service fund until bonds authorized under Measure 2010D and Measure 2012E are issued.

Section 6. Filing of Resolution. The Clerk of this Board is hereby authorized and directed to file forthwith a certified copy of this Resolution with the Clerk of the Board of

Supervisors of the County, and to cause copies of this Resolution to be delivered to the Auditor-Controller and the Tax Collector-Treasurer of the County.

Section 7. Further Authorization. The President of this Board, the Clerk of this Board, or any Authorized District Representative, shall be and they are hereby authorized and directed to take such additional actions consistent with the intent of this Resolution in connection with the sale of the bonds of the District, which any of them necessary and desirable to accomplish the purpose hereof.

Section 8. Effective Date. This resolution shall take effect from and after its adoption.

PASSED AND ADOPTED this 13th day of August, 2014, by the following roll-call vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTENTIONS: _____

President of the Board of Education of the
West Contra Costa Unified School District

Attest:

Clerk of the Board of Education of the
West Contra Costa Unified School District

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

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education

Meeting Date: August 13, 2014

From: Bruce Harter
Superintendent

Agenda Item: G.1

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
- Demolition of Adams Middle School
- Disposition of Seaview Elementary Building

Recommendation:

For information only

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

PROJECT STATUS REPORT

Coronado Elementary School - Reconstruction

Period Ending: 7/30/2014

Scope: Reconstruction Project

Construction Status:

Architect: WLC Architects
 Project Manager: Rene Barrera, SGI Construction Management
 Project Engineer: Marcus Blackmon, Amanco, Inc.
 Contractor: Lathrop Construction Associates
 Inspector: Kris Gilbert
 WCCUSD Mgr: Andrew Mixer

Contract Status:

Notice to Proceed:	1/6/2014	Original	Approved	Projected
Construction Schedule (days):	510			
Original Completion Date:	5/31/2015			
Projected Completion:	5/31/2015			

Buildings:

Building A	Administration
Building C	Classrooms
Building K	Classrooms
Building M	Multi-Purpose Room

Progress This Period:

- Building A
 - Rough Framing & Shear.
- Building C
 - Rough Framing, Rough Electric & Plumbing.
- Building K
 - Rough Framing.
- Building M
 - Insulation & Gypsum Board, Framing Ceilings/Soffits & M/E/P Rough-In
- Site Work
 - Storm Drain Piping, Bioswale Membrane, Sidewalks.
 - Driveways & Fence Posts.

Anticipated Progress Next Period:

- Building A
 - Rough Framing, Subfloor Installation, Electrical & Plumbing Rough-In & Hollow Metal Door Frame Installation
- Building C
 - Electrical & Plumbing Rough-In, Mechanical Rough-In, & Fire Sprinkler Piping.
- Building K
 - Wall Framing & Ply Installation, Electrical & Plumbing Rough-In, Roof Framing.
- Building M
 - Fire Sprinkler Piping & Mechanical Duct Installation.
- Site Work
 - Pave North & West Parking Lots, Off-site Sidewalk Demo, Off-site Grading, Patch/Pave Streets & Form/Place Concrete at North Parking Lot.

Schedule Assessment/Update:

Construction Duration (Calendar Days):	510
Construction Calendar Days Elapsed:	205
Construction Calendar Days Remaining:	305
Percent of Construction Completed:	34%

Percentage of Work Done **34%** **Total Project**

Proposed Changes:

General Comment:

Project is on Schedule.

Progress Photos: 7/30/2014



Building K Wall Framing



Building M Drywall Installation



Building C Exterior Framing (West)

PROJECT STATUS REPORT

Dover Elementary School - Parking Improvements & Site Work Phase 2

Period Ending: 7/30/2014

Scope: Parking Improvements and Site Work Phase 2

Construction Status:

Architect: HY Architects
 Project Manager: Gabriel Fortich, SGI Construction Management
 Project Engineer: Shawn Firzgibbons, SGI Construction Management
 Contractor: EVRA Construction
 Inspector: Kris Gilbert
 WCCUSD Mgr: Eduardo Donoso

Contract Status:

Notice to Proceed:	6/16/2014	Original	Approved	Projected
Construction Schedule (days):	60			
Original Completion Date:	8/15/2014			
Projected Completion:	8/15/2014			

Buildings:

Parking Improvements and Site Work Phase 2

Progress This Period:

- Rough Grading
- Excavation and Backfill

Anticipated Progress Next Period:

- Concrete Placement
- AC Paving
- Striping

Schedule Assessment/Update:

Construction Duration (Calendar Days):	60
Construction Calendar Days Elapsed:	46
Construction Calendar Days Remaining:	14
Percent of Construction Completed:	77%

Percentage of Work Done **77%** **Total Project**

Proposed Changes:

General Comment:

Project is on schedule.

Progress Photos: 7/30/2014



Electrical Trenching



Concrete Curbwork



Subgrade at Bus Turnout

PROJECT STATUS REPORT

Downer Elementary School - Playfield Renovations

Period Ending: 7/30/2014

Scope: Playfield Renovations

Construction Status:

Architect: BCA Architects
 Project Manager: Gabriel Fortich, SGI Construction Management
 Project Engineer: Shawn Firzgibbons, SGI Construction Management
 Contractor: Maggiora & Ghilotti, Inc.
 Inspector: Man Wah Cheng
 WCCUSD Mgr: Eduardo Donoso

Contract Status:

Notice to Proceed:	5/19/2014		
		Original	Approved
Construction Schedule (days):	180		
Original Completion Date:	11/15/2014		
Projected Completion:	11/15/2014		

Buildings:

Playfield Renovations

Progress This Period:

- Irrigation and Control Lines
- Stockpile Material for Off-haul
- Concrete Placement for Curb

Anticipated Progress Next Period:

- Off-haul Stockpiled material
- Import topsoil
- Finish grading

Schedule Assessment/Update:

Construction Duration (Calendar Days):	180
Construction Calendar Days Elapsed:	74
Construction Calendar Days Remaining:	106
Percent of Construction Completed:	41%

Percentage of Work Done **41%** **Total Project**

Proposed Changes:

General Comment:

Project is on schedule.

Progress Photos: 7/30/2014



PROJECT STATUS REPORT

El Cerrito High School - Stadium

Period Ending: 7/30/2014

Scope: Stadium

Construction Status:

Architect: WLC Architects
 Project Manager: Hector DeLeon, SGI Construction Management
 Project Engineer: Maria Zupo, SGI Construction Management
 Contractor: Wright Contracting, Inc.
 Inspector: Kris Gilbert, WCCUSD
 WCCUSD Mgr: Andrew Mixer

Contract Status:

Notice to Proceed: 1/27/2014

	Original	Approved	Projected
Construction Schedule (days):	608	0	608
Original Completion Date:	9/27/2015		
Projected Completion:	9/27/2015		

Buildings:

Building A	Restrooms & Visitors Team Room
Building B	Weight Room
Building C	Home Locker Room
Building D	Home Restroom
Building E	Concession & Storage
Building F	Storage
New Bleacher	Bleacher and Press Box

Progress This Period:

- Retaining Walls
- Building A & B Footing & Rough Plumbing
- Building C Piers & Footings
- Under ground utilities

Anticipated Progress Next Period:

- High retaining walls and backfilling
- CMU at Buildings A, B, C & D and interior slabs on grade
- Building E footing rebar and concrete placement

Schedule Assessment/Update:

Construction Duration (Calendar Days):	608
Construction Calendar Days Elapsed:	186
Construction Calendar Days Remaining:	422
Percent of Construction Completed:	26%

Percentage of Work Done **26%** **Total Project**

Proposed Changes:

General Comment:

Project is on schedule.

Progress Photos: 7/30/2014



Ashbury retaining wall partial concrete pour



Building B footing complete & retaining wall



Building D rough in under slab plumbing

PROJECT STATUS REPORT

Gompers and LPS Richmond Schools - New Construction

Period Ending: 7/30/2014

Scope: New Construction

Construction Status:

Architect: HMC Architects
 Project Manager: Gregory Smith, SGI Construction Management
 Project Engineer: Supriya Shrestha, 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		
		Original	Approved
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 plaster.
 - Windows, storefront window & curtain wall near completion.
 - Interior gyp board 1st & 2nd floor, metal framing 2nd & 3rd floor.
- Building B
- Pre-cast wall panel installed at east entrance wall.
 - Pre-cast concrete column covers installed.
 - Exterior framing complete.
- Building C
- Pre-cast wall panel installed at east entrance wall.
 - Pre-cast concrete column covers installed.
 - Exterior framing complete.

Anticipated Progress Next Period:

- Building A
- Plaster and paint exterior.
 - Gyp board walls, ceiling & start tile work.
- Building B
- Install Rain screen and prepare walls for plastering.
 - Finish wall framing and rough in ready for gyp board.
- Building C
- Plastering exterior walls.
 - Gyp board classrooms & corridors.

Schedule Assessment/Update:

Construction Duration (Calendar Days):	1,090
Construction Calendar Days Elapsed:	710
Construction Calendar Days Remaining:	380
Percent of Construction Completed:	65%

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

Proposed Changes:

General Comment:

Project is on schedule.

Progress Photos: 7/30/2014



Building A - Plaster completed at west and north sides



Building B - Pre-cast concrete column covers installation



Building C - Rain screen at South side

PROJECT STATUS REPORT

Helms Middle School - Environment & Recycling Center
 Period Ending: 7/30/2014

Scope: Environment & Recycling Center

Construction Status:

Architect: Baker Vilar Architects
 Project Manager: Toby Black, SGI Construction Management
 Project Engineer:
 Contractor: Arthulia Inc.
 Inspector: Man Wah Cheng
 WCCUSD Mgr: Eduardo Donoso

Contract Status:

Notice to Proceed:	7/1/2014		
	Original	Approved	Projected
Construction Schedule (days):	80	74	469
Original Completion Date:	9/19/2014		
Projected Completion:	9/19/2014		

Buildings:

Trash Enclosure
 Recycling Compactor

Progress This Period:

- Mobilization
- Layout
- Concrete & AC Paving demolition
- Grade Surveying

Anticipated Progress Next Period:

- Pier Drilling
- Electrical
- Plumbing & Storm Drain line relocation

Schedule Assessment/Update:

Construction Duration (Calendar Days):	80
Construction Calendar Days Elapsed:	30
Construction Calendar Days Remaining:	50
Percent of Construction Completed:	5%

Percentage of Work Done	5%	Total Project
--------------------------------	-----------	----------------------

Proposed Changes:

General Comment:

Progress Photos: 7/30/2014



Recycling Center - Site Demolition-1



Recycling Center - Site Demolition-2



Recycling Center - Site Demolition-3

PROJECT STATUS REPORT

Kennedy High School - Science Wing Renovation

Period Ending: 7/30/2014

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		
		Original	Approved
Construction Schedule (days):	365		
Original Completion Date:	9/16/2014		
Projected Completion:	9/16/2014		

Buildings:

Building 400 Kennedy High School

Progress This Period:

- Completed Roofing
- Installed Door Hardware
- Installed Gas Shut-Off Controllers

Anticipated Progress Next Period:

- Install Projectors
- Test Fire Alarm and Intrusion Systems
- Open Building

Schedule Assessment/Update:

Construction Duration (Calendar Days):	365
Construction Calendar Days Elapsed:	317
Construction Calendar Days Remaining:	48
Percent of Construction Completed:	96%

Percentage of Work Done 96% Total Project

Proposed Changes:

General Comment:

Project is on schedule.

Progress Photos: 7/30/2014



Completed Roof



Gas Shut-Off Controller - Teacher's Work Station



Projector Installation

PROJECT STATUS REPORT

Korematsu Middle School - New Campus

Period Ending: 7/30/2014

Scope: New Campus Project

Construction Status:

Architect: HY Architects
 Project Manager: Jose Chapa, SGI Construction Management
 Project Engineer:
 Contractor: Arntz Builders, Inc.
 Inspector: Steve Cayson
 WCCUSD Mgr: Ferdie Vergeire

Contract Status:

Notice to Proceed:	5/13/2013	Original	Approved	Projected
Construction Schedule (days):	960			
Original Completion Date:	12/29/2015			
Projected Completion:	12/29/2015			

Buildings:

Building A	Administration/Classrooms
Building B	Gymnasium
Building C	Classrooms
Building D	Multipurpose

Progress This Period:

- Building A 1st & 2nd floor MEP rough- in and Exterior plaster
- Building B MEP rough in & Locker room interior framing MEP
- Building C Structural Steel 2nd floor /elevator metal deck 2nd floor
- Building D Exterior water proofing / green roof

Anticipated Progress Next Period:

- Building A pour topping slab & Equipment pads, set door frames
- Building B interior framing locker room and lobby area/bathroom
- Building C pour stairs/Structural Steel 2nd floor and decking
- Building D excavate trash enclosure /set column and set canopy

Schedule Assessment/Update:

Construction Duration (Calendar Days):	960
Construction Calendar Days Elapsed:	408
Construction Calendar Days Remaining:	552
Percent of Construction Completed:	44%

Percentage of Work Done **44%** **Total Project**

Proposed Changes:

General Comment:

Project is on schedule

Progress Photos: 7/30/2014



Building A Bathroom Framework and Plumbing



Building B Roof Metal Deck & Building C Structural Steel



Locker Room Metal Framing and Mechanical Ducts

PROJECT STATUS REPORT

Montalvin Elementary School - New Classroom Building

Period Ending: 7/30/2014

Scope: New Classroom Building & Site Work

Construction Status:

Architect: Baker Vilar Architects
 Project Manager: Paul Orr, SGI Construction Management
 Project Engineer:
 Contractor: W. A .Thomas, Inc.
 Inspector: Mark Eriksen
 WCCUSD Mgr: Eduardo Donoso

Contract Status:

Notice to Proceed: 2/3/2014

	Original	Approved	Projected
Construction Schedule (days):	270	0	0
Original Completion Date:	10/31/2014		
Projected Completion:	10/31/2014		

Buildings:

New Classroom Building & Site Work

Progress This Period:

New Classroom Building:

- Roof framing
- Electrical, Plumbing, HVAC & Rough-in
- Fire Sprinklers
- Interior wall framing

Site Work & Play Yards:

- Site Electrical
- Sanitary sewer line lateral boring
- ADA ramp & staircase concrete
- Walkway

Anticipated Progress Next Period:

- Building siding
- Door & Frames
- Window Frames
- Roofing

Schedule Assessment/Update:

Construction Duration (Calendar Days):	270
Construction Calendar Days Elapsed:	177
Construction Calendar Days Remaining:	93
Percent of Construction Completed:	38%

Percentage of Work Done	38%	Total Project
--------------------------------	------------	----------------------

Proposed Changes:

General Comment:

Project is on schedule.

Progress Photos: 7/30/2014



PROJECT STATUS REPORT

Pinole Middle School - Soccer & Football Fields

Period Ending: 7/30/2014

Scope: Soccer & Football Fields

Construction Status:

Architect: Powell & Partners Architects
 Project Manager: Toby Black, SGI Construction Management
 Project Engineer:
 Contractor: Roebbelen Construction
 Inspector: Brad Williams, Wisco
 WCCUSD Mgr: Eduardo Donoso

Contract Status:

Notice to Proceed:	5/19/2014	Original	Approved	Projected
Construction Schedule (days):	284			
Original Completion Date:	2/27/2015			
Projected Completion:	2/27/2015			

Buildings:

Landscape, Field & Track
 Restroom Building
 Fire Lane

Progress This Period:

- Rough grading
- Excavation & Footings
- Electrical Rough-in
- Plumbing Rough-in

Anticipated Progress Next Period:

- Sewer tie in to the street
- Rough grading of the track
- Curbs/ trench drain
- Irrigation main lines
- Concrete, footings and slab
- Plumbing rough

Schedule Assessment/Update:

Construction Duration (Calendar Days):	284
Construction Calendar Days Elapsed:	73
Construction Calendar Days Remaining:	211
Percent of Construction Completed:	18%

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

Proposed Changes:

General Comment:

Project is on schedule.

Progress Photos: 7/30/2014



Electrical Stub-ups at Restroom Building



Rebar for Footings at Restroom Building



Footing Forms at Restroom Building

PROJECT STATUS REPORT

Pinole Valley High School - Off-Site Parking & Traffic

Period Ending: 7/30/2014

Scope: Offsite Parking and Traffic

Construction Status:

Architect: Kirsan Savio & Rei, Inc.
 Project Manager: Gabriel Fortich, SGI Construction Management
 Project Engineer: Shawn Firzgibbons, SGI Construction Management
 Contractor: Maggiora & Ghilotti, Inc.
 Inspector:
 WCCUSD Mgr: Eduardo Donoso

Contract Status:

Notice to Proceed:	6/9/2014		
		Original	Approved
Construction Schedule (days):	60		
Original Completion Date:	8/15/2014		
Projected Completion:	8/15/2014		

Buildings:

Offsite Parking & Traffic

Progress This Period:

- Irrigation
- Grading & Paving
- Concrete Curbs & Walks

Anticipated Progress Next Period:

- Planting
- Striping
- Traffic Signals

Schedule Assessment/Update:

Construction Duration (Calendar Days):	60
Construction Calendar Days Elapsed:	53
Construction Calendar Days Remaining:	7
Percent of Construction Completed:	85%

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

Proposed Changes:

General Comment:

Project is on schedule.

Progress Photos: 7/30/2014



Landscaping at Church



Finish Sidewalk at Library



Paving at Library

PROJECT STATUS REPORT

Pinole Valley High School - Interim Campus Site Work

Period Ending: 7/30/2014

Scope: Installation and connection of portable buildings; site improvements and furnishings.

Construction Status:

Architect: Michael Terry, WLC Architects, Inc.
 Project Manager: Eddie Law, SGI Construction Management
 Project Engineer: Verna Van, SGI Construction Management
 Contractor: JUV, Inc.
 Inspector: Mark Eriksen
 WCCUSD Mgr: Eduardo Donoso

Contract Status:

Notice to Proceed: 4/7/2014

	Original	Approved	Projected
Construction Schedule (days):	130	0	0
Original Completion Date:	8/15/2014		
Projected Completion:	8/15/2014		

Buildings:

Portable New: 73; Existing: 19

Progress This Period:

- Set-up and installation of modular buildings at plateau
- Skirting at portable ramps and landings
- Asphalt concrete transition layout at ramps
- Power, fire alarm and low voltage rough-in at portables
- Installation of Shade Structure
- Installation of transformer at utility pad
- Installation of Kitchen
- Footing, formwork and concrete pour of retaining walls
- Formwork and concrete pour for stairs at sloped plateau
- AC paving, patching, and repairs
- Installation of Campus Fencing
- Continuation of Move-In

Anticipated Progress Next Period:

- Continuation and completion of
 - Skirting at ramps and landings
 - Power, fire alarm and low voltage at portables
 - Retaining walls at walkway and plateau
 - Underground utilities
 - Power lines
 - Plumbing connections
 - AC patching and repairs
 - Campus Fencing
 - Move
- Occupancy
- Final Cleaning
- Punch-list

Schedule Assessment/Update:

Construction Duration (Calendar Days):	130
Construction Calendar Days Elapsed:	114
Construction Calendar Days Remaining:	16
Percent of Construction Completed:	90%

Percentage of Work Done **90%** **Total Project**

Proposed Changes:

General Comment:

Project is on schedule.

Progress Photos: 7/30/2014



Installation of Shade Structure



Walkway at Plateau - Concrete Poured



Main Campus - AC Paving

PROJECT STATUS REPORT

Kennedy High School - Richmond Swim Center

Period Ending: 7/30/2014

Scope: Richmond Swim Center at Kennedy High

Construction Status:

Architect: Architects MA
 Project Manager: Herman Blackmon Jr., Amanco, Inc.
 Project Engineer:
 Contractor: Arntz Builders, Inc.
 Inspector: Brad Williamson
 WCCUSD Mgr: Andrew Mixer

Contract Status:

Notice to Proceed:	4/28/2014	Original	Approved	Projected
Construction Schedule (days):	365			
Original Completion Date:	4/28/2015			
Projected Completion:	4/28/2015			

Buildings:

Buildings A, B, C

Progress This Period:

- Testing and Inspecting Trusses
- Demolishing Main Pool
- Trenching and Adding Exterior Piping

Anticipated Progress Next Period:

- Frame Pool Edge
- Build Exterior Mechanical Pad
- Treat and Repair Existing Glulams

Schedule Assessment/Update:

Construction Duration (Calendar Days):	365
Construction Calendar Days Elapsed:	93
Construction Calendar Days Remaining:	272
Percent of Construction Completed:	25%

Percentage of Work Done	25%	Total Project
--------------------------------	------------	----------------------

Proposed Changes:

General Comment:

Progress Photos: 7/30/2014



Roof Truss Test



Pump House Pad Layout



Main Pool - Edge Framing

PROJECT STATUS REPORT

Verde Elementary School - Circulation & Parking Improvements Period Ending: 7/30/2014

Scope: Circulation and Parking Improvements

Construction Status:

Architect: CCE Architects
 Project Manager: Gabriel Fortich, SGI Construction Management
 Project Engineer: Shawn Firzgibbons, SGI Construction Management
 Contractor: Bay Cities Paving & Grading
 Inspector:
 WCCUSD Mgr: Eduardo Donoso

Contract Status:

Notice to Proceed:	6/9/2014		
		Original	Approved
Construction Schedule (days):	45		
Original Completion Date:	7/24/2014		
Projected Completion:	8/5/2014		

Buildings:

Parking Improvements and Site Work Phase 2

Progress This Period:

- Finish Grading
- Concrete Placement
- Paving

Anticipated Progress Next Period:

- Pavement Sealing
- Striping

Schedule Assessment/Update:

Construction Duration (Calendar Days):	45
Construction Calendar Days Elapsed:	53
Construction Calendar Days Remaining:	-8
Percent of Construction Completed:	93%

Percentage of Work Done **93%** **Total Project**

Proposed Changes:

General Comment:

Project is on schedule.

Progress Photos: 7/30/2014



Paving



Concrete Sidewalk



Paving