

**WEST CONTRA COSTA  
UNIFIED SCHOOL DISTRICT**

**BOARD OF TRUSTEES**



**MISSION STATEMENT**

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

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

**MEETING OF**  
July 27, 2011

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT  
BOARD OF EDUCATION  
MEETING AGENDA  
JULY 27, 2011**

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**BOARD AGENDA PACKETS AND INFORMATION:**

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

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

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

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**VIEWING THE BOARD MEETINGS:**

**Television:**

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

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

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

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

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**ATTENDING BOARD MEETINGS:**

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

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

**Time:**            The **Board of Education's Open Session meeting will begin at 6:30 PM.** The Board will convene at **6:00 PM** in the Multi-Purpose Room to receive comments from anyone wishing to address the Board regarding closed session items (Exhibit A). The Board will then adjourn to closed session and reconvene in open session to address the regular agenda (Exhibits B-G) at 6:30 PM.

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

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

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

**B. OPENING PROCEDURES**

**B.1 Pledge of Allegiance**

**B.2 Welcome and Meeting Procedures**

**B.3 Roll Call**

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

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

\* **B.6 Minutes: July 13, 2011**

**C. BUSINESS ITEMS**

**CONSENT ITEMS (Routine Matters)**

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

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

Comment:

The District has received donations as summarized, dated July 27, 2011.

Recommendation:

Recommend Approval

Fiscal Impact:

As noted per donations summary

**\*CI C.2 Contracted Services**

Comment:

Permission is requested of the Board of Education to approve contracts for services as detailed, dated July 27, 2011.

Recommendation:

Recommend Approval

Fiscal Impact:

As noted per contracts summary

**\*CI C.3 Procurement Contracts for the School Year 2011-12**

Comment:

Under Public Contract Code Section 20118 (K-12) our District is able to utilize the following procurement contracts which have been publicly bid, or negotiated for the use by other public entities. These contracts will be utilized during the school year 2011-12. The contracts will allow the District to procure classroom and teacher materials and supplies, along with computers, equipment, and services at a discounted rate saving the District time and money.

Alameda County Corporate Purchasing Agreement  
Alameda County Office of Education Cooperative Purchasing Program  
Apple Computer, Inc  
AUSD – Bid #2005-110 (Southwest School and Office Supplies)  
California Multiple Award Schedules (CMAS)  
CalSave  
County of Los Angeles #43469  
Microsoft Academic SLP #SLP-07-70-0025G  
National Joint Powers Alliance (NJPA)  
NJPA Emergency Response Equipment #032509-CDWG  
School Specialty California Educational Resource Program Contract #V-4  
Toshiba America Business Solutions, Inc. (TABS) Glendale USD Contract #P-12  
The Cooperative Purchasing Network (TCPN)  
US Communities Government Purchasing Alliance  
Western States Contracting Alliance (WSCA) Master Agreement #A63307 (Dell)  
Western States Contracting Alliance (WSCA) Agreement #7-08-70-13 (Cisco)  
Western States Contracting Alliance (WSCA) Agreement #S1523 (Sprint)

Recommendation:

Recommend approval to utilize the above contracts

Fiscal Impact:

None

**\*CI C.4 Notice of Completions: Bid J068221 Helms Middle School Building Demolition and General Site Work, Bid J068217 Kennedy High School Security Fencing Project**

Comment:

Substantial completion notices has been received for: Bid J068221 and Bid J068217.

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

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

Evans Brothers Inc. Bid J068221 Helms Building Demolition and General Site Work  
Crusader Fence Co. Bid J068217 Kennedy Security Fencing Project

Recommendation:

Recommend approval of these notices of completion

Fiscal Impact:

None



**\*CI C.5 Disposal of Obsolete and Damaged District Personal Property for the School Year 2011-12**

Comment:

Per Board Policy BP 3279 Sale and Disposal of Books, Equipment and Supplies (Personal Property) and Administrative Regulation AR 3270 the Governing Board recognizes that the District may own personal property which is unusable, obsolete, or no longer needed by the district. The Purchasing Department shall arrange for the sale, or donation or disposal of District personal property in accordance with Board policy and the requirements of state law.

Recommendation:

Recommend Approval

Fiscal Impact:

No cost to the District

**\*CI C.6 Certificated Board Authorization - Education Code 44285.3**

Comment:

Ed Code 44285.3 allows the Governing Board of a school district to authorize the holder of a multiple subject, standard elementary, single subject or standard secondary, credential 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.7 Routine Personnel Changes - Certificated**

Comment:

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

Recommendation:

For Information Only

Fiscal Impact:

None

**\*CI C.8 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.9 Revised School Calendar for 2011-2012**

Comment:

Reflecting the change to Back to School Night for High School from September 29 to October 6, 2011.

Recommendation:

Recommend Approval

Fiscal Impact:

None

**\*CI C.10 Ratification of Negotiated Change Orders**

Comment:

Staff is seeking ratification of change orders on the following current District construction projects: Nystrom Elementary Multipurpose Building; Kennedy High School Concession Stand and Lighting; El Cerrito High Multi-Use Sports Field; and, Kennedy High School Security Fencing Project. Change Orders are fully executed by the District upon signature by the Superintendent's designee. Board ratification is the final step required under state law in order to complete payment and contract adjustment.

Recommendation:

Ratify negotiated change orders as noted

Fiscal Impact:

Total ratification and approval by this action: \$171,101.45

**\*CI C.11 Ratification and Approval of Engineering Services Contracts**

Comment:

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

Recommendation:

Ratify and approve contracts as noted

Fiscal Impact:

Total for this action: \$638,566.50. Funding sources as noted.

**\*CI C.12 Inspector of Record Contracts for Bond Program Projects 2011-2012**

Comment:

Every construction project in the District approved by the Division of State Architect (“DSA”) is required to have on-site, continuous inspection in order to ensure compliance with the approved plans and specifications. These inspectors are certified by DSA, approved by the Architect of Record, and are hired by the District. The District currently has 5 Inspectors under contract. In addition to our regular inspection team, the District has a Master Inspector, Steve Cayson/Production Technical Services who coordinates all of the work of the project inspectors, coordinates District inspection needs with DSA, and is responsible for coordination of District utilities for the projects. In addition, staffing for individual projects may include more than one inspector or a Class 1 with full responsibility supervising a Class 2 or 3 inspector. It is appropriate to approve contracts with these individuals for the upcoming year in order to ensure continuity on the projects. These costs are budgeted for each project in the District’s Bond Program. The inspectors, project assignments, and contract amounts are as follows:

Mark Eriksen, Class 1: Ford, King, Ohlone Reconstruction Projects. \$16,466/month. \$197,600/year.

Kris Gilbert, Class 1: Dover, Pinole Middle, ECHS Fields, Portola Middle. \$16,466/month. \$197,000/year.

A.J. Washington, Class3 w/Welding Certifications: DeAnza Main Campus. \$15,650/month. \$176,800/year.

Brad Williamson, Class 3: Nystrom Multi-Purpose & Classrooms, Kennedy HS projects, Coronado. \$13,416/month. \$161,000/year.

Steve Cayson, Class 1, Master Inspector, Coordination with DSA on all project, Supervision of all inspectors: DeAnza Main Campus. Utilities and services coordination with PG&E, EBMUD, Sanitary Districts for all projects. \$22,708/month. \$272,500/year.

Recommendation:

Approve Inspector of Record Contracts

Fiscal Impact:

\$1,016,500. Funded by the Measure J Bond, from individual project budgets as noted above. Measure D 2010 Projects will be funded from that source when those funds are available.

**\*CI C.13 El Cerrito High School Photovoltaic System Repairs, Maintenance and Monitoring Award of Contract**

Comment:

The Photovoltaic (“PV”) system installed at El Cerrito High School sustained damage during construction to a number of the panels and the system is in need of repair. The contractor on the original project as agreed to pay for the costs of the damage. In addition to the required repairs, the original vendor is out of business and it is required that the District have an Operations and Maintenance contract for the system. Finally, the on-line monitoring system which was provided by the original vendor needs to be replaced in order to be coordinated with other District PV monitoring systems. The District has

completed a study of the issues and it is recommended to proceed as follows in order to ensure that the system is fully operational, maintained and monitored.

1. Repair all damaged modules and cells
2. Replace any affected PV capacity with new add-on PV system components.
3. Replace current monitoring system and provider Operation and Maintenance services for 5 years.

The District has received a proposal for these specialized services from Optony Solutions Group. The costs are as follows: Repairs \$6,500; Capacity Replacement \$11,500; New Monitoring System \$4,900; and, Operations & Maintenance 5-year contract \$12,500.

Recommendation:

Approve Contract for El Cerrito High School Photovoltaic System Repairs, Maintenance, and Monitoring

Fiscal Impact:

\$35,400. Funding provided from retention funds assigned by original Contractor.

**\*CI C.14 Collins Elementary Modulars Replacement Project Award of Contract**

Comment:

Several of the existing modular classroom buildings at Collins Elementary School were seriously deteriorated. The District has replaced these buildings with District-owned modulars from other sites such as Ohlone Elementary School where they are scheduled to be removed to make way for new construction. The District needs to complete site work and utilities connections to these buildings in order to have fully functional classrooms. This project includes all of the remaining work to complete the installation.

AE3 Architects has prepared plans and specifications for the project. The District conducted a public bid process for the project. Bids were opened on July 19, 2011. Four Contractors submitted bids. They are as follows: WR Forde \$456,000; Rom Kon \$382,000; Nema Construction \$360,000; Michael G. Kim. \$321,250; and ERA Construction \$222,176.

The apparent lowest responsive, responsible bidder is ERA Construction, at \$222,176.

Recommendation:

Authorize staff to issue the Notice of Award for this contract, upon determination of lowest responsive, responsible bidder after Bid protest period.

Fiscal Impact:

Funded by the Special Reserve for Capital Facilities, Fund 40.

**\*CI C.15 Approval of the relocation of the Coronado ES to the temporary location at Kennedy HS**

Comment:

The first step in the reconstruction of Coronado Elementary School is the construction of a temporary campus to house the school during construction. Coronado Elementary School is one of the smallest District elementary school sites and it will not be possible to construct the new school while maintaining

the existing school on site. Therefore, the school is proposed to be relocated on a field at the Kennedy High School campus for the duration of the project.

Coronado Elementary School is one of the approved projects in the Measure D 2010 Bond. In order to develop the scope of work for this temporary campus, the District has engaged in a Master Planning process to determine project priorities and configuration of a replacement school on the Kennedy High School campus. This process included numerous meetings with Coronado Elementary School staff and teachers.

WLC Architects is the Master Plan Architect for Coronado Elementary School.

Steger Elementary School is also one of the listed projects in the Measure D 2010 Bond and staff believe this to be beneficial to purchase refurbished classrooms for the temporary campus at Kennedy High School as housing for the Steger Elementary School project as well, after the completion of Coronado Elementary School construction to share the overall cost of the temporary housing and reduce the burden on the bond funds.

The Facilities Subcommittee of the Board is meeting on July 26, 2011 and is scheduled to review the Master Plan and may make a recommendation for approval by the full Board.

Recommendation:

If recommended by the Facilities Subcommittee, approve the plans to relocate the Coronado campus to a temporary housing on the Kennedy High School campus.

Fiscal Impact:

\$3,000,000 funded by Measure J for Measure D 2010

**\*CI C.16 Citizens' Bond Oversight Committee (CBOC) Appointments by the City of Hercules**

Comment:

The Hercules City Council has forwarded a recommendation that Mr. Anton Jungherr be appointed to serve as the representative of the City of Hercules. Additionally, Hercules resident Hector Rubio was recommended to serve as the City's alternate and would attend and participate in meetings of the CBOC that Mr. Jungherr is unable to attend.

Recommendation:

Approve appointments as noted

Fiscal Impact:

None

**\*CI C.17 Interdistrict Attendance Agreement**

Comment:

The eighteen school districts in Contra Costa County will enter into an Interdistrict Attendance Agreement with the approval of the Governing Boards of each district for students seeking transfers to another district. This agreement will provide uniform guidelines across the county.

Recommendation:  
Recommend Approval

Fiscal Impact:  
None

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

**\* D.1 Budget Update**

Comment:  
Associate Superintendent Business Services will provide an update on the budget.

Recommendation:  
For Information Only

Fiscal Impact:  
None

**\* D.2 Standing Reports**

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

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

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

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

**\* E.1 Superintendent’s Report**

**\* E.2 WCCUSD Public Comment**

Members of the public are invited to speak to the Board about any matter that is not otherwise on the agenda and is related to issues affecting public education in the WCCUSD. **Approximately 30 minutes will be allocated for this item.** If there are more requests to speak than can be heard within this time

limit, “WCCUSD Public Comment” will continue after Item G. Individuals wishing to speak must submit a “WCCUSD Public Comment” form prior to the beginning of this item on the agenda.

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

**F. ACTION ITEMS**

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

Comment:

The Board has provided direction that, under certain savings thresholds, staff should seek to refund existing bonds (refinance bond debt) in order to lower tax rates for taxpayers within the District and to save taxpayers money. The initial parameter of savings discussed and directed by the Board at the June 28, 2011 Board Meeting was a 4% present value savings.

Recent information received on the estimated Assessed Valuation of the District indicates that 2002 Measure D will have a tax rate of between \$69 and \$73. Therefore staff is recommending that a bond sale be authorized for a refunding that meets the requirement of over-all real taxpayer present value savings of 4% and brings the tax rates for 2011 and 2012 as close to the \$60 per \$100,000 targeted rate as possible without increasing future payments.

This Resolution authorizes the refunding of up to \$205,000,000 of General Obligation (GO) bonds pursuant to the terms and conditions of sale agreed upon by the Board of Education. The sale may be set as early as for August 4, 2011, or thereafter when the savings targeted can be realized. The Resolution approves the form of documents to be used in marketing and issuing bonds.

The Preliminary Official Statement is available for review at the Administration Building, Fiscal Services Office, Room 106 and on the website at [www.wccusd.net](http://www.wccusd.net).

Recommendation:

Recommend Approval to Adopt the Resolution

Fiscal Impact:

GO Bond Debt – refunding for tax payer savings

**G. DISCUSSION ITEMS**

**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 – August 17, 2011

**K. ADJOURNMENT**

At 10:00 PM, any items remaining on the agenda that require immediate attention will be moved to this time. All other items will be tabled to another or the following Board meeting in order to make fair and attentive decisions. The meeting will adjourn at 10:30 PM. The meeting may be extended by a majority vote of the Board of Education.

The public may address items which are marked with an asterisk (\*).



**A. CLOSED SESSION**

**A.1 CALL TO ORDER**

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

**A.3 RECESS TO CLOSED SESSION AS SCHEDULED**

**See Exhibit A**

(Government Code Section 54954.5)

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

**EXHIBIT A**

(Government Code Section 54954.5)  
CLOSED SESSION AGENDA

**July 27, 2011**

**1. CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

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

WCCUSD v. Orrick

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

Four cases

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

**5. CONFERENCE WITH LABOR NEGOTIATORS**

a. Superintendent/Dr. Bruce Harter

b. Employee Organizations

- UTR
- Local One
- School Supervisors Association
- WCCAA

c. Unrepresented Employees

- Confidential and Management

**6. PUBLIC EMPLOYEE APPOINTMENT**

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

Principal, Elementary School  
Vice Principal, Middle School  
Assistant Principal, High School  
K-12 Instructional Specialist  
Vice Principal, Adult Education  
Principal, Alternative Education  
Coordinator of Education Services

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

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

Expulsions

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

Certificated / Classified Employee Dismissal

**10. REPORT OF CLOSED SESSION ACTIONS**

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

**ITEM REQUIRING ATTENTION—BOARD OF EDUCATION**

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**To:** Board of Education

**Meeting Date:** July 27, 2011

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

**Agenda Item:** A.6

**Subject:** Administrative Appointments for the 2011-2012 School Year

**Background Information:**

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

Principal, Elementary School  
Vice Principal, Middle School  
Assistant Principal, High School  
K-12 Instructional Specialist  
Vice Principal, Adult Education  
Principal, Alternative Education  
Coordinator of Education Services

**Recommendation:** Recommend Approval

**Fiscal Impact:** None

**DISPOSITION BY BOARD OF EDUCATION**

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

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

Approved \_\_\_\_\_

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

Tabled \_\_\_\_\_

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

Agenda Item B.6

**July 13, 2011**

**A. CLOSED SESSION**

**B. OPENING PROCEDURES**

President Charles Ramsey called the meeting to order at 5:45 PM. The Board recessed into Closed Session.  
President Ramsey called the Public Session to order at 6:35PM.

**B.1 Pledge of Allegiance**

Superintendent Harter led the pledge of allegiance.

**B.2 Welcome and Meeting Procedures**

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

**B.3 Roll Call**

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

**Staff Present:** Magdy Abdalla, Director Facilities Construction; Martin Coyne, Executive Director; Rosa Cornejo, Staff Secretary; Susan Dunlap, Coordinator Ed Services; Sheri Gamba, Associate Superintendent for Business Services; Wendell Greer, Associate Superintendent K-Adult; Bruce Harter, Superintendent; Josh Herrera, Electronics Technician; David Luongo, Principal; Nia Rashidchi, Assistant Superintendent Educational Services; Ann Reinhausen, Assistant Superintendent Human Resources; Bill Savidge, District Engineering Officer

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

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

**Elementary School Principals:**

Olanrewaju Ajayi – Olinda  
Carol Butcher – Stewart

**High School Principal:**

David Luongo – El Cerrito

**Vice Principal Elementary:**

Jawan Eldridge – Peres

**K-12 Instructional Specialist:**

Nya Flores – Downer  
Stephanie Serrano – King  
Ruby Gonzalez – Lincoln  
Julie Patten – Verde

**Adult Education Principal:**

Haidee Foust

**Motion:** Mr. Medrano moved to ratify the action taken in Closed Session regarding the administrative appointments for 2011-2012. Ms. Merriweather seconded. Ms. Kronenberg, Mr. Medrano, Mr. Thurmond, Ms. Merriweather and President Ramsey voted yes with no abstentions and no absences. Motion carried 5-0-0-0.

**B.5 Agenda Review and Adoption**

**MOTION:** Mr. Thurmond moved approval of the agenda with moving item D.1 to follow B.6. Mr. Medrano seconded. Ms. Kronenberg, Mr. Medrano, Ms. Merriweather, Mr. Thurmond, and President Ramsey voted yes with no abstentions and no absences. Motion carried 5-0-0-0.

**B.6 Minutes: June 28, 2011**

**MOTION:** Mr. Medrano moved approval of the Minutes of June 28, 2011. Ms. Kronenberg seconded. Ms. Kronenberg, Mr. Medrano, Ms. Merriweather, Mr. Thurmond, and President Ramsey voted yes with no abstentions and no absences. Motion carried 5-0-0-0.

**C. BUSINESS ITEMS**

This item was moved to follow D.1.

**D.1 Achievement Gap**

Superintendent Harter gave a presentation on the District's Achievement Gap. Superintendent Harter introduced Mr. Michael Gonzalez, consultant from the California Department of Education. Mr. Gonzalez provided a presentation on Essential Program Components (EPCs) for student learning improvement and closing the achievement gap.

**Public Comment:**  
Diane Brown

**Board Comment:**

Ms. Merriweather said she felt that the piece missing in the Essential Program was parent and community involvement which she believes is a big component for student achievement.

Mr. Medrano asked for clarification on the term "platoon children". Mr. Gonzalez explained. Mr. Medrano also asked if students would only be assigned to senior teachers. Mr. Gonzalez explained that the neediest students would be placed with the teachers that are more successful. Mr. Medrano expressed his excitement about the program and the need for it.

Mr. Kronenberg asked if there was a component in the program for parent and community involvement. Mr. Gonzalez explained that based on research there was disparity in terms of the parent involvement. They have found the same results at different levels of parent involvement, which wasn't a component initially in the program. Ms. Kronenberg asked if there is a list of districts that have implemented the program. Mr. Gonzalez responded that Garden Grove is the only district in California with similarities to WCCUSD showing improvement.

Mr. Thurmond asked Mr. Gonzalez how to implement a program in a system that is constantly moving. Mr. Gonzalez responded that the EPCs are numbered and it takes approximately five years to fully implement. Mr. Thurmond asked if the District would start at EPC 1. Mr. Gonzalez explained that the District has part of all EPCs but no one is fully implemented. Mr. Thurmond asked if there is a cost per pupil or the ultimate cost for the program. Mr. Gonzalez responded. Mr. Thurmond asked what percentages of the District's teachers have had the opportunity for training. Ms. Rashidchi responded that about 75% have had a chance to receive training on the core adopted programs. The remaining 25% will receive training beginning in August.

President Ramsey said this item can be brought back in a month for further discussion. He thanked everyone for the presentation.

**MOTION:** Mr. Thurmond moved approval to move agenda items E.1, E.2, F.1 and D.3 to follow D.1. Mr. Medrano seconded. Ms. Kronenberg, Mr. Medrano, Ms. Merriweather, Mr. Thurmond, and President Ramsey voted yes with no abstentions and no absences. Motion carried 5-0-0-0.

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

**E.1 Superintendent's Report**

Superintendent Harter provided a report of activities in the District.

- E.2 WCCUSD Public Comment**  
Brandon Amargo, Diane Brown, Al Kirkman, Corey Mason

**F. ACTION ITEMS**

- F.1 Board Policy 5126 Update to Include Biliteracy Awards**  
Ms. Rashidchi gave background information on Board Policy 5126. She asked the Board to approve changes to the tie policy to include language for the Seal Biliteracy award.

**Public Comment:**  
None

**Board Comment:**  
Mr. Medrano said he was encouraged and excited. He asked how the Advanced Placement examination was being implemented. Ms. Susan Dunlap responded.

**MOTION: Mr. Medrano moved approval of the update to Board Policy 5126 Award for Achievement to include Biliteracy Awards. Ms. Kronenberg seconded. Ms. Kronenberg, Mr. Medrano, Ms. Merriweather, Mr. Thurmond and President Ramsey voted yes with no abstentions and no absences. Motion carried 5-0-0-0.**

**D.3 Standing Reports**

**United Teachers of Richmond.** Diane Brown said she would like the Board and District staff to confirm class sizes for the 2011-2012 school year. She also talked about the issues involving the Summer School hiring process.

**Ivy League Connection.** Ms. Kronenberg reported that the Ivy League Connection was very busy during the summer months, inviting the public to visit the Ivy League blog. She talked about her visit to Brown University with President Ramsey where they met with Browns alums and administrators. They also visited Cornell and will be visiting Vanderbilt where students are studying World Religions. Mr. Ramsey stated that their visit was very productive as they engaged with many admissions offices. They received good feedback about the school profiles.

- D.4 In Memory of Members of the School Community**  
Superintendent Harter recognized contributions of members of the community who have passed away.

**Public Comment:**  
None

**Board Comment:**  
None

**C. BUSINESS ITEMS**

- C.1 Acceptance of Grants/Awards/Agreements**
- C.2 Acceptance of Donations**
- C.3 Approval of Fund Raising Activities**
- C.4 Summary of Payroll and Vendor Warrant Reports**
- C.5 Adoption of Resolution No. 13-1112: Replacement of Outdated Warrant**
- C.6 Annual Renewal of Continuing Services**  
This item was pulled for comment.
- C.7 Notice of Completion: Bid W068264 De Anza High School Interim Warming Kitchen**
- C.8 Community Budget Advisory Committee Charter**
- C.9 Routine Personnel Changes - Certificated**
- C.10 2010-11 Consolidated Application for Funding Categorical Aid Programs, Part I**
- C.11 Ratification and Approval of Engineering Services Contracts**
- C.12 Ratification and Approval of Negotiated Change Orders**
- C.13 Hercules Middle High School New Building Approval of Architect and Contract for Master Planning**

- C.14 Kennedy High School ADA Compliance Project Award of Contract**
- C.15 Montalvin Manor Elementary School New Building Approval of Architect and Contract for Architectural and Engineering Services**  
This item was pulled for comment.
- C.16 Approval of Stege Elementary School Master Plan**
- C.17 Ratification of Previously Authorized Staff Awarded Contract: Ohlone Elementary School West Campus Phase I**
- C.18 Williams Lawsuit Complaints Quarterly Report**
- C.19 Resolution Nos. 01-1112 through 12-1112: Board of Education Annual Resolutions for the 2011-2012 School Year**
- C.20 Meeting Dates for 2012**

**MOTION:** Mr. Thurmond moved approval of Consent Items C.1 – C.5, C-7 – C.14 and C. 17 – C.20. Mr. Kronenberg seconded. Ms. Kronenberg, Mr. Medrano, Ms. Merriweather, Mr. Thurmond and President Ramsey voted yes with no abstentions and no absences. Motion carried 5-0-0-0.

**C.6 Annual Renewal of Continuing Services**

**Board Comment:**

Mr. Ramsey asked for clarification on the school resource officer contracts. Superintendent Harter responded that the contracts are only for the 2011-2012 year and the District has taken a preventive measure to notify the agencies that there is a possibility that the contracts would not be renewed for 2012-2013 year. Mr. Ramsey would like the Board to have a comprehensive discussion on the number of law firm contracts. He would like to see legal fees reduced. All Board members expressed agreement with this direction.

**MOTION:** Mr. Thurmond moved approval of Consent Item C.6 Annual Renewal of Continuing Services. Mr. Kronenberg seconded. Ms. Kronenberg, Mr. Medrano, Ms. Merriweather, Mr. Thurmond and President Ramsey voted yes with no abstentions and no absences. Motion carried 5-0-0-0.

**C.15 Montalvin Manor Elementary School New Building Approval of Architect and Contract for Architectural and Engineering Services**

**Board Comment:**

Mr. Ramsey asked for clarification of the contract. Mr. Savidge explained the background of the project. A representative from the Vilar Architects explained the scope of the project.

**MOTION:** Mr. Thurmond moved approval of Consent Item C.15 Montalvin Manor Elementary School New Building Approval of Architect and Contract for Architectural and Engineering Services. Mr. Kronenberg seconded. Ms. Kronenberg, Mr. Medrano, Ms. Merriweather, Mr. Thurmond and President Ramsey voted yes with no abstentions and no absences. Motion carried 5-0-0-0.

**C.16 Approval of Stege Elementary School Master Plan**

**Board Comment:**

Mr. Ramsey asked for clarification of the contract. Mr. Powell gave a presentation on the plan of the project.

**MOTION:** Mr. Thurmond moved approval of Consent Item C.16 Approval of Stege Elementary School Master Plan. Mr. Kronenberg seconded. Ms. Kronenberg, Mr. Medrano, Ms. Merriweather, Mr. Thurmond and President Ramsey voted yes with no abstentions and no absences. Motion carried 5-0-0-0.

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

**D.1 Achievement Gap**

This item was moved to follow B.6.

**D.2 Assessed Valuation**

Ms. Gamba introduced Ms. Joann Bose and Mr. Jeff Baratta. Ms. Bose and Mr. Baratta gave a presentation.

**Public Comment:**

Al Kirkman

**Board Comment:**

President Ramsey wanted to state for the record that he felt strongly that growth to Assessed Valuation of properties in the District would bounce back and get the 4% annual improvement that is the ten year average. He asked what the strategies are for dealing with possible tax rates for Measure D 2002. Ms. Gamba responded they will be bringing a resolution to the Board on July 27<sup>th</sup> and they will talk in detail then. Mr. Ramsey asked for clarification of what was meant by refunding for savings but not restructuring. Mr. Baratta responded. He also asked where Measure J falls under this structure if Assessed Values (AVs) grow in the next three years. Mr. Baratta responded that the faster AVs grow the sooner the District can issue the last bonds authorized under Measure J. Ms. Gamba also responded that she can ask Mr. Olson to put a scenario together for the timing of a sale for the remainder of the Measure J bonds. Mr. Ramsey asked about Measure D 2010. Mr. Baratta responded that the first year is at 0% stable growth. Mr. Ramsey asked Ms. Gamba if she felt comfortable with what she sees with AVs and restructuring. Ms. Gamba responded that her main concern is to see where they are with the DSA approval for the Gompers/Leadership program; it is something they will be looking at carefully. Mr. Ramsey thanked everyone.

**D.3 Standing Reports**

This item was moved to follow F.1.

**D.4 In Memory of Members of the School Community**

This item was moved to follow D.3.

**E. PUBLIC AND COMMITTEE COMMUNICATIONS**

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

**E.1 Superintendent's Report**

This item was moved to follow D.1.

**E.2 WCCUSD Public Comment**

This item was moved to follow E.1.

**F. ACTION ITEMS**

**F.1 Board Policy 5126 Update to Include Biliteracy Awards**

This item was moved to follow E.2.

**G. DISCUSSION ITEMS**

**G.1 Project Status Report**

Mr. Savidge provided a presentation of updates on the status of the Bond Facilities projects.

**Public Comment:**

None

**Board Comment:**

Mr. Ramsey said that this was an exciting report.

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

None

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

Ms. Merriweather reported on her attendance at the National Education Association of Teachers Convention, sharing that Vice President Biden gave a speech on "No Child Left Behind".

Mr. Medrano commented on his participation in a peaceful protest in Phoenix.

Ms. Kronenberg wished everyone a happy summer and invited the public to visit the Ivy League blog.



Mr. Ramsey wanted Ms. Reinlagen to know that their thoughts are with her during her difficult time after the loss of a family member.

**J. THE NEXT SCHEDULED BOARD OF EDUCATION MEETING**  
Lovonya DeJean Middle School – August 17, 2011

**K. ADJOURNMENT**  
President Ramsey adjourned the meeting at 9:12 PM.

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

BH:rc

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

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

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**To:** Board of Education

**Meeting Date:** July 27, 2011

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

**Agenda Item:** CI C.1

**Subject:** Acceptance of Donations

**Background Information:** The District has received donations as summarized on the attached sheet dated July 27, 2011. The estimated values for any non-cash donations (as indicated by an asterisk) are those provided by the donor. Staff recommends acceptance of these donations.

**Recommendation:** Recommend Approval

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

DISPOSITION BY BOARD OF EDUCATION

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

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

West Contra Costa Unified School District  
July 27, 2011 Board Meeting

<u>Donor Name</u>	<u>Description or Purpose</u>	<u>Estimated Value</u>	<u>Receiving School or Department</u>
Wells Fargo Foundation	Supplies	\$126.00	Fairmont Elementary
Intel Volunteer Grant Program	Materials and Supplies	\$1,900.00	El Cerrito High
Community Initiatives	Teacher extra Hours	\$1,000.00	Helms Middle

\*Estimated values for the non-cash donations are provided by the donor  
Donation Précis 072711


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

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

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**To:** Board of Education

**Meeting Date:** July 27, 2011

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

**Agenda Item:** CI C.2

**Subject:** Contracted Services

**Background Information:** Permission is requested of the Board of Education to approve the following contracts for services as detailed on the attached sheets dated July 27, 2011.

**Recommendation:** Recommend Approval

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

DISPOSITION BY BOARD OF EDUCATION

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

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

## CONTRACTED SERVICES

The following professional consultant services are recommended for approval.

<u>DEPARTMENT</u>	<u>DATE OF SERVICE</u>	<u>CONSULTANT NAME</u>	<u>COST &amp; FUNDING</u>	<u>PURPOSE</u>
Curriculum State Project	7/1/11 Thru 6/30/12	Bay Area Community Resources R29020	\$99,744 Healthy Start	Coordination and services for Ford Healthy Start includes: Overseeing and monitoring all components of the Ford healthy start program, consultation with school personnel and the administrator for program and student issues, management for subcontractors and consultants for the purpose of effective youth and family services; creation of programs to meet youth and family needs and ensuring effective referral processes and procedures so that families and ford school personnel can best refer to and access services for students and their families.
Curriculum State Project	8/1/11 Thru 6/30/12	Bay Area Community Resources R29243	\$95,773 ASES	Provide all programming and coordination aspects of the Bayview After School Program (ASP), including academic and homework help, enrichment and recreational activities as required by the ASES grant. The program will operate every instructional day (from the first day to the last day of school), and a minimum 3 hours each day AND from the time school ends until 6pm. This also includes minimum days. The recreation activities will include: various team sports, dance organized play and other active games. Enrichment activities will include arts and crafts, science and nature activities, cultural awareness, cooking nutrition and health education. In addition to the academic and homework help, BACR will work with the school in the coordination and participation of students in the additional Academic Intervention Programs at the school.
Curriculum State Project	8/1/11 Thru 6/30/12	Bay Area Community Resources R29245	\$99,241 ASES	Provide all programming and coordination aspects of the Highland After School Program (ASP), including academic and homework help, enrichment and recreational activities as required by the ASES grant. The program will operate every instructional day (from the first day to the last day of school), and a minimum 3 hours each day AND from the time school ends until 6pm. This also includes minimum days. The recreation activities will include: various team sports, dance organized play and other active games. Enrichment activities will include arts and crafts, science and nature activities, cultural awareness, cooking nutrition and health education. In addition to the academic and homework help, BACR will work with the school in the coordination and participation of students in the additional Academic Intervention Programs at the school.
Curriculum State Project	8/1/11 Thru 6/30/12	Bay Area Community Resources R29249	\$95,773 ASES	Provide all programming and coordination aspects of the King After School Program (ASP), including academic and homework help, enrichment and recreational activities as required by the ASES grant. The program will operate every instructional day (from the first day to the last day of school), and a minimum 3 hours each day AND from the time school ends until 6pm. This also includes minimum days. The recreation activities will include: various team sports, dance organized play and other active games. Enrichment activities will include arts and crafts, science and nature activities, cultural awareness, cooking nutrition and health education. In addition to the academic and homework help, BACR will work with the school in the coordination and participation of students in the additional Academic Intervention Programs at the school.
Curriculum State Project	8/1/11 Thru 6/30/12	Bay Area Community Resources R29250	\$95,773 ASES	Provide all programming and coordination aspects of the Lincoln After School Program (ASP), including academic and homework help, enrichment and recreational activities as required by the ASES grant. The program will operate every instructional day (from the first day to the last day of school), and a minimum 3 hours each day AND from the time school ends until 6pm. This also includes minimum days. The

recreation activities will include: various team sports, dance organized play and other active games. Enrichment activities will include arts and crafts, science and nature activities, cultural awareness, cooking nutrition and health education. In addition to the academic and homework help, BACR will work with the school in the coordination and participation of students in the additional Academic Intervention Programs at the school.

Curriculum State Project	8/1/11 Thru 6/30/12	Bay Area Community Resources R29252	\$95,773 ASES
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Provide all programming and coordination aspects of the Nystrom After School Program (ASP), including academic and homework help, enrichment and recreational activities as required by the ASES grant. The program will operate every instructional day (from the first day to the last day of school), and a minimum 3 hours each day AND from the time school ends until 6pm. This also includes minimum days. The recreation activities will include: various team sports, dance organized play and other active games. Enrichment activities will include arts and crafts, science and nature activities, cultural awareness, cooking nutrition and health education. In addition to the academic and homework help, BACR will work with the school in the coordination and participation of students in the additional Academic Intervention Programs at the school.

Curriculum State Project	8/1/11 Thru 6/30/12	Bay Area Community Resources R29254	\$95,773 ASES
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Provide all programming and coordination aspects of the Riverside After School Program (ASP), including academic and homework help, enrichment and recreational activities as required by the ASES grant. The program will operate every instructional day (from the first day to the last day of school), and a minimum 3 hours each day AND from the time school ends until 6pm. This also includes minimum days. The recreation activities will include: various team sports, dance organized play and other active games. Enrichment activities will include arts and crafts, science and nature activities, cultural awareness, cooking nutrition and health education. In addition to the academic and homework help, BACR will work with the school in the coordination and participation of students in the additional Academic Intervention Programs at the school.

Curriculum State Project Federal Project	8/1/11 Thru 6/30/12	Bay Area Community Resources R29256	\$95,773 ASES 21 <sup>st</sup> Century
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Provide all programming and coordination aspects of the Stege After School Program (ASP), including academic and homework help, enrichment and recreational activities as required by the ASES grant. The program will operate every instructional day (from the first day to the last day of school), and a minimum 3 hours each day AND from the time school ends until 6pm. This also includes minimum days. The recreation activities will include: various team sports, dance organized play and other active games. Enrichment activities will include arts and crafts, science and nature activities, cultural awareness, cooking nutrition and health education. In addition to the academic and homework help, BACR will work with the school in the coordination and participation of students in the additional Academic Intervention Programs at the school.

Curriculum State Project	8/1/11 Thru 6/30/12	Bay Area Community Resources R29260	\$95,773 ASES
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Provide all programming and coordination aspects of the Wilson After School Program (ASP), including academic and homework help, enrichment and recreational activities as required by the ASES grant. The program will operate every instructional day (from the first day to the last day of school), and a minimum 3 hours each day AND from the time school ends until 6pm. This also includes minimum days. The recreation activities will include: various team sports, dance organized play and other active games. Enrichment activities will include arts and crafts, science and nature activities, cultural awareness, cooking nutrition and health education. In addition to the academic and homework help, BACR will work with the school in the coordination and participation of students in the additional Academic Intervention Programs at the school.

Curriculum State Project	8/1/11 Thru 6/30/12	City of El Cerrito Recreation Department R29247	\$90,000 ASES
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Provide all programming and coordination aspects of the Fairmont After School Program (ASP), including academic and homework help, enrichment and recreational activities as required by the ASES grant. The program will operate every instructional day (from the first day to the last day of school), and a minimum 3 hours each day AND from the time school ends until 6pm. This also includes minimum days. The recreation activities will include: various team sports, dance organized play and other active games. Enrichment activities

will include arts and crafts, science and nature activities, cultural awareness, cooking nutrition and health education. In addition to the academic and homework help, the City of El Cerrito Recreation will work with the school in the coordination and participation of students in the additional Academic Intervention Programs at the school.

Curriculum Federal Project	8/1/11 Thru 6/30/12	City of El Cerrito Recreation Department R29248	\$90,000 21 <sup>st</sup> Century	Provide all programming and coordination aspects of the Harding After School Program (ASP), including academic and homework help, enrichment and recreational activities as required by the ASES grant. The program will operate every instructional day (from the first day to the last day of school), and a minimum 3 hours each day AND from the time school ends until 6pm. This also includes minimum days. The recreation activities will include: various team sports, dance organized play and other active games. Enrichment activities will include arts and crafts, science and nature activities, cultural awareness, cooking nutrition and health education. In addition to the academic and homework help, the City of El Cerrito will work with the school in the coordination and participation of students in the additional Academic Intervention Programs at the school.
Curriculum State Project	8/1/11 Thru 6/30/12	City of El Cerrito Recreation Department R29264	\$110,000 ASES	Provide all programming and coordination aspects of the Portola Middle After School Program (ASP), including academic and homework help, enrichment and recreational activities as required by the ASES grant. The program will operate every instructional day (from the first day to the last day of school), and a minimum 3 hours each day AND from the time school ends until 6pm. This also includes minimum days. The recreation activities will include: various team sports, dance organized play and other active games. Enrichment activities will include arts and crafts, science and nature activities, cultural awareness, cooking nutrition and health education. In addition to the academic and homework help, the City of El Cerrito will work with the school in the coordination and participation of students in the additional Academic Intervention Programs at the school.
Curriculum Federal Project	8/1/11 Thru 6/30/12	YMCA of the East Bay R29265	\$203,426 21 <sup>st</sup> Century	Provide all programming and coordination aspects of the El Cerrito High After School Program (ASP), including academic and homework help, enrichment and recreational activities as required by the ASES grant. The program will operate every instructional day (from the first day to the last day of school), and a minimum 3 hours each day AND from the time school ends until 6pm. This also includes minimum days. The recreation activities will include: various team sports, dance organized play and other active games. Enrichment activities will include arts and crafts, science and nature activities, cultural awareness, cooking nutrition and health education. In addition to the academic and homework help, the YMCA will work with the school in the coordination and participation of students in the additional Academic Intervention Programs at the school.
Curriculum Federal Project	8/1/11 Thru 6/30/12	YMCA of the East Bay R29267	\$201,233 21 <sup>st</sup> Century	Provide all programming and coordination aspects of the Kennedy High After School Program (ASP), including academic and homework help, enrichment and recreational activities as required by the ASES grant. The program will operate every instructional day (from the first day to the last day of school), and a minimum 3 hours each day AND from the time school ends until 6pm. This also includes minimum days. The recreation activities will include: various team sports, dance organized play and other active games. Enrichment activities will include arts and crafts, science and nature activities, cultural awareness, cooking nutrition and health education. In addition to the academic and homework help, the YMCA will work with the school in the coordination and participation of students in the additional Academic Intervention Programs at the school.
Curriculum State Project	8/1/11 Thru 6/30/12	YMCA of the East Bay R29261	\$69,285 ASES	Provide all programming and coordination aspects of the Crespi Middle After School Program (ASP), including academic and homework help, enrichment and recreational activities as required by the ASES grant. The program will operate every instructional day (from the first day to the last day of school), and a minimum 3 hours each day AND from the time school

ends until 6pm. This also includes minimum days. The recreation activities will include: various team sports, dance organized play and other active games. Enrichment activities will include arts and crafts, science and nature activities, cultural awareness, cooking nutrition and health education. In addition to the academic and homework help, the YMCA will work with the school in the coordination and participation of students in the additional Academic Intervention Programs at the school.

Curriculum State Project	8/1/11 Thru 6/30/12	YMCA of the East Bay R29251	\$95,773 ASES
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Provide all programming and coordination aspects of the Murphy Elementary After School Program (ASP), including academic and homework help, enrichment and recreational activities as required by the ASES grant. The program will operate every instructional day (from the first day to the last day of school), and a minimum 3 hours each day AND from the time school ends until 6pm. This also includes minimum days. The recreation activities will include: various team sports, dance organized play and other active games. Enrichment activities will include arts and crafts, science and nature activities, cultural awareness, cooking nutrition and health education. In addition to the academic and homework help, the YMCA will work with the school in the coordination and participation of students in the additional Academic Intervention Programs at the school.

Curriculum State Project	8/1/11 Thru 6/30/12	YMCA of the East Bay R29252	\$95,773 ASES
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Provide all programming and coordination aspects of the Peres Elementary After School Program (ASP), including academic and homework help, enrichment and recreational activities as required by the ASES grant. The program will operate every instructional day (from the first day to the last day of school), and a minimum 3 hours each day AND from the time school ends until 6pm. This also includes minimum days. The recreation activities will include: various team sports, dance organized play and other active games. Enrichment activities will include arts and crafts, science and nature activities, cultural awareness, cooking nutrition and health education. In addition to the academic and homework help, the YMCA will work with the school in the coordination and participation of students in the additional Academic Intervention Programs at the school.

Curriculum State Project	8/1/11 Thru 6/30/12	YMCA of the East Bay R29262	\$130,040 ASES
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Provide all programming and coordination aspects of the Pinole Middle After School Program (ASP), including academic and homework help, enrichment and recreational activities as required by the ASES grant. The program will operate every instructional day (from the first day to the last day of school), and a minimum 3 hours each day AND from the time school ends until 6pm. This also includes minimum days. The recreation activities will include: various team sports, dance organized play and other active games. Enrichment activities will include arts and crafts, science and nature activities, cultural awareness, cooking nutrition and health education. In addition to the academic and homework help, the YMCA will work with the school in the coordination and participation of students in the additional Academic Intervention Programs at the school.

Curriculum State Project	8/1/11 Thru 6/30/12	YMCA of the East Bay R29255	\$95,773 ASES
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Provide all programming and coordination aspects of the Sheldon Elementary After School Program (ASP), including academic and homework help, enrichment and recreational activities as required by the ASES grant. The program will operate every instructional day (from the first day to the last day of school), and a minimum 3 hours each day AND from the time school ends until 6pm. This also includes minimum days. The recreation activities will include: various team sports, dance organized play and other active games. Enrichment activities will include arts and crafts, science and nature activities, cultural awareness, cooking nutrition and health education. In addition to the academic and homework help, the YMCA will work with the school in the coordination and participation of students in the additional Academic Intervention Programs at the school.

Curriculum State Project	8/1/11 Thru 6/30/12	YMCA of the East Bay R29258	\$95,773 ASES
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Provide all programming and coordination aspects of the Tara Hills Elementary After School Program (ASP), including academic and homework help, enrichment and recreational



activities as required by the ASES grant. The program will operate every instructional day (from the first day to the last day of school), and a minimum 3 hours each day AND from the time school ends until 6pm. This also includes minimum days. The recreation activities will include: various team sports, dance organized play and other active games. Enrichment activities will include arts and crafts, science and nature activities, cultural awareness, cooking nutrition and health education. In addition to the academic and homework help, the YMCA will work with the school in the coordination and participation of students in the additional Academic Intervention Programs at the school.

Curriculum State Project	8/1/11 Thru 6/30/12	YMCA of the East Bay R29259	\$95,773 ASES	Provide all programming and coordination aspects of the Verde Elementary After School Program (ASP), including academic and homework help, enrichment and recreational activities as required by the ASES grant. The program will operate every instructional day (from the first day to the last day of school), and a minimum 3 hours each day AND from the time school ends until 6pm. This also includes minimum days. The recreation activities will include: various team sports, dance organized play and other active games. Enrichment activities will include arts and crafts, science and nature activities, cultural awareness, cooking nutrition and health education. In addition to the academic and homework help, the YMCA will work with the school in the coordination and participation of students in the additional Academic Intervention Programs at the school.
Business Services General	7/1/11 Thru 6/30/12	School Innovations & Advocacy Inc. R29239	\$53,000 General Fund	To assist the district in the preparation and filing of reimbursement and estimated claims for mandated costs. Year two of a three year contract.
Curriculum	7/1/11 Thru 6/30/12	Bay Area Community Resources	0	This is a no charge contract where Bay Area Community Resources will provide Mental Health and Family Support Services to students at the following Elementary Schools: Chavez, Coronado, Dover, Grant, King, Lincoln, Nystrom, Peres, Stege, and Washington. Also at the following Middle and High Schools: Helms, DeJean and DeAnza.
Curriculum	7/1/11 Thru 6/30/12	Bay Area Community Resources	0	This is a no charge contract where Bay Area Community Resources will provide Youth Support and Youth Development Services at El Cerrito High School, Kennedy High School, DeAnza High School, Helms Middle School and Gompers High School.
Curriculum Local Project	8/1/11 Thru 6/30/12	YMCA of the East Bay R29360	\$60,000 School Based Health Services	Contract for mental health coordination services at Kennedy High School. YMCA of the East Bay will establish and coordinate the provision of the aforementioned services and fund expansion of existing services. These may be but are not limited to mental health, physical health, youth development, health education and other support services.
Curriculum Local Project	8/1/11 Thru 6/30/12	YMCA of the East Bay R29361	\$60,000 School Based Health Services	Contract for mental health coordination services at Pinole Valley High School. YMCA of the East Bay will establish and coordinate the provision of the aforementioned services and fund expansion of existing services. These may be but are not limited to mental health, physical health, youth development, health education and other support services.
Curriculum Local Project	8/1/11 Thru 6/30/12	YMCA of the East Bay R29362	\$60,000 School Based Health Services	Contract for mental health coordination services at El Cerrito High School. YMCA of the East Bay will establish and coordinate the provision of the aforementioned services and fund expansion of existing services. These may be but are not limited to mental health, physical health, youth development, health education and other support services.
Curriculum Local Project	8/1/11 Thru 6/30/12	Bay Area Community Resources R29366	\$60,000 School Based Health Services	Contract for mental health coordination services at De Anza High School. BACR will establish and coordinate the provision of the aforementioned services and fund expansion of existing services. These may be but are not limited to mental health, physical health, youth development, health education and other support services.
Curriculum Local Project	8/1/11 Thru 6/30/12	Bay Area Community Resources R29367	\$60,000 School Based Health Services	Contract for mental health coordination services at Hercules High School. BACR will establish and coordinate the provision of the aforementioned services and fund expansion of existing


services. These may be but are not limited to mental health, physical health, youth development, health education and other support services.

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:** July 27, 2011

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

**Agenda Item:** CI C.3

**Subject:** Procurement Contracts for the School Year 2011-12

**Background Information:** Under Public Contract Code Section 20118 (K-12) our District is able to utilize the following procurement contracts which have been publicly bid, or negotiated for the use by other public entities. These contracts will be utilized during the school year 2011-12. The contracts will allow the District to procure classroom and teacher materials and supplies, along with computers, equipment, and services at a discounted rate saving the District time and money.

Alameda County Corporate Purchasing Agreement  
Alameda County Office of Education Cooperative Purchasing Program  
Apple Computer, Inc  
AUSD – Bid #2005-110 (Southwest School and Office Supplies)  
California Multiple Award Schedules (CMAS)  
CalSave  
County of Los Angeles #43469  
Microsoft Academic SLP #SLP-07-70-0025G  
National Joint Powers Alliance (NJPA)  
NJPA Emergency Response Equipment #032509-CDWG  
School Specialty California Educational Resource Program Contract #V-4  
Toshiba America Business Solutions, Inc. (TABS) Glendale USD Contract #P-12  
The Cooperative Purchasing Network (TCPN)  
US Communities Government Purchasing Alliance  
Western States Contracting Alliance (WSCA) Master Agreement #A63307 (Dell)  
Western States Contracting Alliance (WSCA) Agreement #7-08-70-13 (Cisco)  
Western States Contracting Alliance (WSCA) Agreement #S1523 (Sprint)

**Recommendation:** Recommend approval to utilize the above contracts.

**Fiscal Impact:** None

DISPOSITION BY BOARD OF EDUCATION

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

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

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

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

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**To:** Board of Education

**Meeting Date:** July 27, 2011

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

**Agenda Item:** CI C.4

**Subject:** Notice of Completions: Bid J068221 Helms Middle School Building Demolition and General Site Work, Bid J068217 Kennedy High School Security Fencing Project.

**Background Information:**

Substantial completion notices has been received for: Bid J068221 and Bid J068217.

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

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

Evans Brothers Inc. Bid J068221 Helms Building Demolition and General Site Work.  
Crusader Fence Co. Bid J068217 Kennedy Security Fencing Project.

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

**Fiscal Impact:** None.

**DISPOSITION BY BOARD OF EDUCATION**

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

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

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## NOTICE OF COMPLETION

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

Notice is hereby given that:

1. The undersigned is owner of the property hereinafter described:
2. The full name of the owner is: Governing Board, West Contra Costa Unified School District.
3. The full address of the owner is: 1108 Bissell Avenue, Richmond, Calif. 94801.
4. A work of improvement on the property hereinafter described was completed and accepted on 7/27/11.
5. The work done was: Project J068217 Kennedy Security Fencing Project.
6. The name and address of the contractor for such work of improvement was Crusader Fence Co. 3115 Gold Valley Drive Rancho Cordova, CA 95742 Date of Contract: 6/23/10
7. The name of the Bonding Company that provided Surety for said contractor relative to work to be performed is: Merchants Bonding Co..
8. The property on which said work of improvement was completed is located within the West Contra Costa Unified School District, County of Contra Costa, State of California, and is described and located as follows: Kennedy High School 4300 Cutting Blvd, Richmond, CA 94804.

Dated: July 27, 2011

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

## VERIFICATION

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

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

Executed on July 27, 2011, at Richmond, California.

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

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## NOTICE OF COMPLETION

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Notice is hereby given that:

1. The undersigned is owner of the property hereinafter described:
2. The full name of the owner is: Governing Board, West Contra Costa Unified School District.
3. The full address of the owner is: 1108 Bissell Avenue, Richmond, Calif. 94801.
4. A work of improvement on the property hereinafter described was completed and accepted on 7/27/11.
5. The work done was: Project J068221 Helms Bldg. Demolition and General Site Work.
6. The name and address of the contractor for such work of improvement was Evans Brothers Inc. 7589 National Drive, Livermore, CA 94550 Date of Contract: 7/08/10
7. The name of the Bonding Company that provided Surety for said contractor relative to work to be performed is: Safeco Insurance Company of America.
8. The property on which said work of improvement was completed is located within the West Contra Costa Unified School District, County of Contra Costa, State of California, and is described and located as follows: Helms Middle School 2500 Road 20, San Pablo, CA 94806.

Dated: July 27, 2011

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

## VERIFICATION

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

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

Executed on July 27, 2011, at Richmond, California.

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

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

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

---

**To:** Board of Education

**Meeting Date:** July 27 2011

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

**Agenda Item:** CI C.5

**Subject:** Disposal of Obsolete and Damaged District Personal Property for the School Year 2011-12

**Background Information:** Per Board Policy BP 3279 Sale and Disposal of Books, Equipment and Supplies (Personal Property) and Administrative Regulation AR 3270 the Governing Board recognizes that the District may own personal property which is unusable, obsolete, or no longer needed by the district. The Purchasing Department shall arrange for the sale, or donation or disposal of District personal property in accordance with Board policy and the requirements of state law.

**Recommendation:** Recommend approval.

**Fiscal Impact:** No cost to the District

**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:** July 27, 2011

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

**Agenda Item:** CI C.6

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

**Background Information:** Ed Code 44285.3 allows the Governing Board of a school district to authorize the holder of a multiple subject, standard elementary, single subject or standard secondary, credential 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 \_\_\_\_\_



**July 27, 2011**

**Waivers**

<b>Name</b>	<b>Site</b>	<b>Assignment</b>
Chambers, Maria Nimfa	Itinerant	Speech
Perkins, Malanie	Lincoln Elementary	Librarian - Bilingual
Lamons, Michele	Pinole Valley High School	American Sign Language

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**

Wallace, Ancilla	Crespi Middle School	Leadership
Iwawaki, John	DeJean Middle School	Yearbook
Sims, Evelyn Abigail	DeJean Middle School	Leadership
Vanier, Catherine	DeJean Middle School	MESA
Brammer, Dennise	Pinole Middle School	Computer
Dunn, Edward	Pinole Middle School	Yearbook
O'relly, Daniel	Pinole Middle School	Leadership
Renee, Carol	Portola Middle School	Leadership
Admas, Robert	Portola Middle School	Computer
Hmilton, Michael	Helms Middle School	Leadership
Cartwright, Lydia	Hercules Middle School	AVID
Handa, Heather	DeAnza High School	Yearbook
Hurtado, Shaun	DeAnza High School	Leadership

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:** July 27, 2011

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

**Agenda Item:** CI C.7

**Subject:** Routine Personnel Changes - Certificated

**Background Information:**

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

**Recommendation:** For Information Only

**Fiscal Impact:** None

**DISPOSITION BY BOARD OF EDUCATION**

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

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

Approved \_\_\_\_\_

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

Tabled \_\_\_\_\_

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT**

**July 27, 2011**

**FOR INFORMATION ONLY**

**CERTIFICATED BOARD CHANGES**

**TERMINATED/RETIRED**

<b><u>FIRST NAME</u></b>	<b><u>LAST NAME</u></b>	<b><u>SITE</u></b>	<b><u>POSITION</u></b>	<b><u>STATUS</u></b>	<b><u>TERM DATE</u></b>
JASON	REIMANN	EL CERRITO HIGH	PRINCIPAL	RESIGNATION	6/30/11

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

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

---

**To:** Board of Education

**Meeting Date:** July 27, 2011

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

**Agenda Item:** CI C.8

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

**July 27, 2011**

**Action Taken**

<b><u>PIP</u></b>	<b><u>SITE</u></b>	<b><u>ASSIGNMENT</u></b>
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**Level II Education Specialist Credential**

Fortune School of Education

<b><u>Name</u></b>	<b><u>SITE</u></b>	<b><u>ASSIGNMENT</u></b>
Borg, Gretchen	Gompers	Special Ed NSH

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:** July 27, 2011

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

**Agenda Item:** CI C.9

**Subject:** Revised School Calendar for 2011-2012

**Background Information:** Reflecting the change to Back to School Night for High School from September 29 to October 6, 2011.

**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  
2011-2012 Academic Calendar**

New Teacher Orientation	August 22
Terence Martin Day (Memorial Day)	August 23
First Day of School (Minimum Day)	August 23
Labor Day (District holiday)	September 5
Back To School Night - Elementary (Minimum Day, elementary schools)	September 15
Back To School Night - Middle Schools (Minimum Day, middle schools)	September 22
Back To School Night - High Schools (Minimum Day, high schools)	September 29 October 6
No School*	October 14
End of 1 <sup>st</sup> Quarter	October 28
Minimum Day, elementary and middle schools	October 31
Minimum Day, all schools (middle and high schools mark report cards)	November 1
Elementary Parent Conferences (Minimum Days, elementary schools)	November 1,2,3,4,7
End of Trimester 1	November 10
Veterans' Day Holiday (District holiday)	November 11
Minimum Day, all schools	November 22
No School*	November 23
Thanksgiving Holidays (District holidays)	November 24-25
Minimum Day, all schools	December 16
Winter Recess (No school)*	December 19-30
District Holidays	Dec. 23, 26 Jan 2
Classes reconvene after recess	January 3
End of 2 <sup>nd</sup> Quarter	January 13
Martin Luther King, Jr. Day (District holiday)	January 16
Presidents' Week Recess (No School)*	February 20-24
District Holidays	February 20 & 21
End of Trimester 2	March 2
End of 3 <sup>rd</sup> Quarter	March 23
Minimum Day, middle and high schools (mark report cards)	March 26
Spring Recess (No school)	April 9-13
District Holiday	April 9
Open House – Middle Schools (Minimum Day, middle schools)	May 10
Open House – High Schools (Minimum Day, high schools)	May 17
Open House – Elementary Schools (Minimum Day, elementary schools)	May 24
Memorial Day (District Holiday)	May 28
Last Day of School (Noon dismissal)	June 8
Summer School Begins	June 18

\*Classified employees please refer to the Start & Stop Calendar

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:** July 27, 2011

**From:** Bill Fay  
Associate Superintendent for Operations

**Agenda Item:** CI C.10

**Subject:** Ratification of Negotiated Change Orders

**Background information:**

Staff is seeking ratification of change orders on the following current District construction projects: Nystrom Elementary Multipurpose Building; Kennedy High School Concession Stand and Lighting; El Cerrito High Multi-Use Sports Field; and, Kennedy High School Security Fencing Project. Change Orders are fully executed by the District upon signature by the Superintendent's designee. Board ratification is the final step required under state law in order to complete payment and contract adjustment.

**Recommendation:** Ratify negotiated change orders as noted.

**Fiscal Impact:** Total ratification and approval by this action: **\$171,101.45.**

**DISPOSITION BY BOARD OF EDUCATION**

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

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

Approved \_\_\_\_\_

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

Tabled \_\_\_\_\_



**July 27, 2011 Change Order Ratification Summary**

	Project	Company	Original Contract	Previously Approved CO's	Items Pending Board Action		Total CO's	CO Percent of Original Contract	Adjusted New Contract	Change Order Numbers
					CO's Pending Ratification	CO's Pending Approval				
1	Nystrom ES Multi-Purpose Room	John Plane Construction	\$5,240,107.00	\$65,907.85	\$24,699.71	\$0.00	\$90,607.56	1.73%	\$5,330,714.56	5, 6
2	Kennedy HS Concession Stand and Lights	B-Side Construction	\$829,500.00	\$0.00	\$51,221.78	\$0.00	\$51,221.78	6.18%	\$880,721.78	1
3	El Cerrito HS Multi-Use Sports Field	Michael Paul Company, Inc.	\$3,749,000.00	\$0.00	\$75,298.10	\$0.00	\$75,298.10	2.01%	\$3,824,298.10	1
4	Kennedy HS Security Fencing Project	Crusader Fence Co., Inc.	\$467,000.00	\$12,214.97	\$19,881.86	\$0.00	\$32,096.83	6.87%	\$499,096.83	2

Pending Board Actions	Ratifications	\$171,101.45
	Approvals	\$0.00
	Total Board Action	\$171,101.45

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

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

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

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**To:** Board of Education **Meeting Date:** July 27, 2011  
**From:** Bill Fay **Agenda Item:** CI C.11  
Associate Superintendent for Operations  
**Subject:** Ratification and Approval of Engineering Services Contracts

**Background Information:**

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

**Recommendation:** Ratify and approve contracts as noted.

**Fiscal Impact:** Total for this action: **\$638,566.50** Funding sources as noted

DISPOSITION BY BOARD OF EDUCATION

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

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

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

**ENGINEERING & ARCHITECTURAL SERVICES CONTRACTS**

<b>Project/Funding</b>	<b>Dates</b>	<b>Firm</b>	<b>Contract Cost</b>	<b>Reference</b>
Pinole Middle School Main Building Renovations & Portable Demolition  Measure J Bond	August 2011 thru December 2011	Seville Group ("SGI")	\$146,110	Construction Management Services
Helms and Pinole Middle School Multipurpose Rooms  Measure J Bond	July 2011 thru	Rosen, Goldberg, Der and Lewitz	\$12,500	Audio Visual Systems design & engineering for full projection and audio systems installation.
Ellerhorst, Bayview, Murphy, Cameron, DeJean, and Harding sites waterproofing and roofing issues.  Measure J Bond	July 2011 thru September 2011	Grossman Design Group	Hourly, not to exceed \$50,000.	Roofing, waterproofing consulting to prepare bid documents to correct known deficiencies.
Office of Public School Construction State Funding Applications and Consulting  Measure J Bond	August 2011 thru December 2011	School Facility Consultants	Hourly, not to exceed \$50,000.	Assist the District in filing state funding applications for current District Bond projects.
Collins Elementary Fire Alarm Upgrade Project  Deferred Capital Projects Measure J Bond	August 2011	AE3 Partners Architects	\$28,960	Architectural and Engineering Services for Fire Alarm system and extension to existing modular.
Coronado Elementary School Temporary Campus  Measure D2010 Bond	July 2011 thru March, 2012	WLC Architects	Not to exceed \$229,275	Architectural & Engineering services for temporary campus to house students during construction of main building.

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**July 27, 2011**

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

**ENGINEERING & ARCHITECTURAL SERVICES CONTRACTS**

<b>Project/Funding</b>	<b>Dates</b>	<b>Firm</b>	<b>Contract Cost</b>	<b>Reference</b>
Division of State Architect Project Closeout with Certification Multiple Projects  Measure J Bond	July 2011 thru December 2011	WLC Architects	Hourly, not to exceed \$15,000.	Document coordination, packaging, and submission for multiple projects requiring DSA Closeout with Certification.
Kennedy High School Administration Area Renovations  Measure J Bond	June 2011 thru August 2011	MS Environmental Solutions, Inc.	\$14,587.50	Hazardous Materials abatement monitoring, surveillance and reporting.
Helms Middle School Miscellaneous Small Projects  Measure J Bond	July 2011 thru December 2011	Seville Group ("SGI")	\$92,134	Construction Management Services

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:** July 27, 2011  
**From:** Bill Fay **Agenda Item:** CI C.12  
Associate Superintendent for Operations  
**Subject:** Inspector of Record Contracts for Bond Program Projects 2011/2012

**Background Information:**

Every construction project in the District approved by the Division of State Architect ("DSA") is required to have on-site, continuous inspection in order to ensure compliance with the approved plans and specifications. These inspectors are certified by DSA, approved by the Architect of Record, and are hired by the District. The District currently has 5 Inspectors under contract. In addition to our regular inspection team, the District has a Master Inspector, Steve Cayson/Production Technical Services who coordinates all of the work of the project inspectors, coordinates District inspection needs with DSA, and is responsible for coordination of District utilities for the projects. In addition, staffing for individual projects may include more than one inspector or a Class 1 with full responsibility supervising a Class 2 or 3 inspector. It is appropriate to approve contracts with these individuals for the upcoming year in order to ensure continuity on the projects. These costs are budgeted for each project in the District's Bond Program. The inspectors, project assignments, and contract amounts are as follows:

Mark Eriksen, Class 1: Ford, King, Ohlone Reconstruction Projects. \$16,466/month. \$197,600/year.  
Kris Gilbert, Class 1: Dover, Pinole Middle, ECHS Fields, Portola Middle. \$16,466/month. \$197,000/year.  
A.J. Washington, Class3 w/Welding Certifications: DeAnza Main Campus. \$15,650/month. \$176,800/year.  
Brad Williamson, Class 3: Nystrom Multi-Purpose & Classrooms, Kennedy HS projects, Coronado. \$13,416/month. \$161,000/year.  
Steve Cayson, Class 1, Master Inspector, Coordination with DSA on all project, Supervision of all inspectors: DeAnza Main Campus. Utilities and services coordination with PG&E, EBMUD, Sanitary Districts for all projects. \$22,708/month. \$272,500/year.

**Recommendation:** Approve Inspector of Record Contracts.

**Fiscal Impact:** \$1,016,500. Funded by the Measure J Bond, from individual project budgets as noted above. Measure D 2010 Projects will be funded from that source when those funds are available.

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:** July 27, 2011  
**From:** Bill Fay **Agenda Item:** CI C.13  
Associate Superintendent for Operations  
**Subject:** El Cerrito High School Photovoltaic System Repairs, Maintenance and Monitoring  
Award of Contract

**Background information:**

The Photovoltaic ("PV") system installed at El Cerrito High School sustained damage during construction to a number of the panels and the system is in need of repair. The contractor on the original project as agreed to pay for the costs of the damage. In addition to the required repairs, the original vendor is out of business and it is required that the District have an Operations and Maintenance contract for the system. Finally, the on-line monitoring system which was provided by the original vendor needs to be replaced in order to be coordinated with other District PV monitoring systems. The District has completed a study of the issues and it is recommended to proceed as follows in order to ensure that the system is fully operational, maintained and monitored.

1. Repair all damaged modules and cells
2. Replace any affected PV capacity with new add-on PV system components.
3. Replace current monitoring system and provider Operation and Maintenance services for 5 years.

The District has received a proposal for these specialized services from Optony Solutions Group. The costs are as follows: Repairs \$6,500; Capacity Replacement \$11,500; New Monitoring System \$4,900; and, Operations & Maintenance 5-year contract \$12,500.

**Recommendation:** Approve Contract for El Cerrito High School Photovoltaic System Repairs, Maintenance, and Monitoring

**Fiscal Impact:** \$35,400. Funding provided from retention funds assigned by original Contractor.

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:** July 27, 2011  
**From:** Bill Fay **Agenda Item:** CI C.14  
Associate Superintendent for Operations  
**Subject:** Collins Elementary Modulares Replacement Project Award of Contract

**Background Information:**

Several of the existing modular classroom buildings at Collins Elementary School were seriously deteriorated. The District has replaced these buildings with District-owned modulares from other sites such as Ohlone Elementary School where they are scheduled to be removed to make way for new construction. The District needs to complete site work and utilities connections to these buildings in order to have fully functional classrooms. This project includes all of the remaining work to complete the installation.

AE3 Architects has prepared plans and specifications for the project. The District conducted a public bid process for the project. Bids were opened on July 19, 2011. Four Contractors submitted bids. They are as follows: WR Forde \$456,000; Rom Kon \$382,000; Nema Construction \$360,000; Michael G. Kim. \$321,250; and ERA Construction \$222,176.

The apparent lowest responsive, responsible bidder is ERA Construction, at \$222,176.

**Recommendation:** Authorize staff to issue the Notice of Award for this contract, upon determination of lowest responsive, responsible bidder after Bid protest period.

**Fiscal Impact:** Funded by the Special Reserve for Capital Facilities, Fund 40.

**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:** July 27, 2011  
**From:** Bill Fay **Agenda Item:** CI C.15  
Associate Superintendent for Operations  
**Subject:** Approval of the relocation of the Coronado ES to the temporary location at Kennedy HS

**Background Information:**

The first step in the reconstruction of Coronado Elementary School is the construction of a temporary campus to house the school during construction. Coronado Elementary School is one of the smallest District elementary school sites and it will not be possible to construct the new school while maintaining the existing school on site. Therefore, the school is proposed to be relocated on a field at the Kennedy High School campus for the duration of the project.

Coronado Elementary School is one of the approved projects in the Measure D 2010 Bond. In order to develop the scope of work for this temporary campus, the District has engaged in a Master Planning process to determine project priorities and configuration of a replacement school on the Kennedy High School campus. This process included numerous meetings with Coronado Elementary School staff and teachers.

WLC Architects is the Master Plan Architect for Coronado Elementary School.

Steger Elementary School is also one of the listed projects in the Measure D 2010 Bond and staff believe this to be beneficial to purchase refurbished classrooms for the temporary campus at Kennedy High School as housing for the Steger Elementary School project as well, after the completion of Coronado Elementary School construction to share the overall cost of the temporary housing and reduce the burden on the bond funds.

The Facilities Subcommittee of the Board is meeting on July 26, 2011 and is scheduled to review the Master Plan and may make a recommendation for approval by the full Board.

**Recommendation:** If recommended by the Facilities Subcommittee, approve the plans to relocate the Coronado campus to a temporary housing on the Kennedy High School campus.

**Fiscal Impact:** \$3,000,000 funded by Measure J for Measure D 2010.

**DISPOSITION BY BOARD OF EDUCATION**

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



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

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

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**To:** Board of Education **Meeting Date:** July 27, 2011  
**From:** Bruce Harter **Agenda Item:** CI C.16  
Superintendent  
**Subject:** Citizens' Bond Oversight Committee (CBOC) Appointments by the City of Hercules

**Background Information:**

The Hercules City Council has forwarded a recommendation that Mr. Anton Jungherr be appointed to serve as the representative of the City of Hercules. Additionally, Hercules resident Hector Rubio was recommended to serve as the City's alternate and would attend and participate in meetings of the CBOC that Mr. Jungherr is unable to attend.

**Recommendation:** Approve appointments as noted.

**Fiscal Impact:** None

**DISPOSITION BY BOARD OF EDUCATION**

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



**CITY OF HERCULES**

111 CIVIC DRIVE, HERCULES, CA 94547

PHONE: 510 • 799 • 8200

June 27, 2011

Charles Ramsey, President and  
Members of the Board of Education  
West Contra Costa Unified School District  
1108 Bissell Avenue  
Richmond, CA 94801-3135

RE: West Contra Costa Unified School District Bond Oversight Committee

Honorable President Ramsey and Members of the Board of Education:


At a Special Meeting of the Hercules City Council held on June 21, 2011, by a unanimous voice vote of the Hercules City Council, Hercules resident Anton Jungherr was appointed to serve as the City's representative to the WCCUSD Bond Oversight Committee. Additionally, Hercules resident Hector Rubio was unanimously appointed to serve as the City's alternate and will attend and participate in any and all meetings of the BOC that Mr. Jungherr is unable to attend.

On behalf of the Hercules City Council, I respectfully request that these appointments be scheduled for ratification by the members of the Board of Education at their next regularly scheduled meeting.

If you should have any questions or need additional clarification, please do not hesitate to contact me at (510) 799-8215.

Sincerely,

CITY OF HERCULES

  
Myrna deVera, Mayor

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

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

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**To:** Board of Education

**Meeting Date:** July 27, 2011

**From:** Bruce Harter  
Superintendent

**Agenda Item:** CI C.17

**Subject:** Interdistrict Attendance Agreement

**Background Information:**

The eighteen school districts in Contra Costa County will enter into an Interdistrict Attendance Agreement with the approval of the Governing Boards of each district for students seeking transfers to another district. This agreement will provide uniform guidelines across the county.

**Recommendation:**

Recommend Approval

**Fiscal Impact:**

None

**DISPOSITION BY BOARD OF EDUCATION**

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

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

Approved \_\_\_\_\_

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

Tabled \_\_\_\_\_

## INTERDISTRICT ATTENDANCE AGREEMENT

This Interdistrict Attendance Agreement ("Agreement") is entered into by and between the Acalanes Union High School District of Contra Costa County, the Antioch Unified School District of Contra Costa County, the Brentwood Union School District of Contra Costa County, the Byron Union School District of Contra Costa County, the Canyon Elementary School District of Contra Costa County, the John Swett Unified School District of Contra Costa County, the Knightsen School District of Contra Costa County, the Lafayette School District of Contra Costa County, the Liberty Union High School District of Contra Costa County, the Martinez Unified School District of Contra Costa County, the Moraga School District of Contra Costa County, the Mt. Diablo Unified School District of Contra Costa County, the Oakley Union Elementary School District of Contra Costa County, the Orinda Union School District of Contra Costa County, the Pittsburg Unified School District of Contra Costa County, the San Ramon Valley Unified School District of Contra Costa County, the Walnut Creek School District of Contra Costa County, and the West Contra Costa Unified School District of Contra Costa County.

Pursuant to Education Code 46600, the Governing Boards of each school district agree as follows:

1. Applicability of this agreement is limited to grade levels mutually maintained by the contracting parties.
2. Each of the school districts may accept, insofar as facilities permit, students who are residents of the other who have proper permits for attendance from the district of residence, who are eligible to attend the classes of the schools operated by the district of attendance, and who are acceptable to the district of attendance. Consideration and approval of an application for an interdistrict transfer attendance permit shall be in compliance with the policies and regulations of the school district of attendance.
3. Upon approval by both school districts, a student shall be issued an interdistrict attendance permit, which shall be valid for one school year only. The parent/guardian of the student must reapply annually pursuant to the policies and procedures of the school district of attendance.
4. Each school district shall furnish these students the same advantages, supplies, and regular instructional services as are furnished to the other students attending these classes, with the exception of home to school transportation. Transportation will not be provided for students attending either school district pursuant to this Agreement.
5. Grounds for revocation of an interdistrict attendance permit are those outlined in the policies and regulations of the school district of attendance and include, but are not limited to, failure to demonstrate acceptable academic performance, attendance and/or behavior.

6. The attendance of students from the school districts covered by this Agreement shall be credited to the school district of attendance for apportionment purposes with the school district of attendance assuming all costs of education unless other agreements are jointly agreed upon.
7. No financial obligation shall be incurred by the district of residence for services rendered under this Agreement.
8. This Agreement shall begin July 1, 2011 and end June 30, 2016 and supersedes all previous Interdistrict Attendance Agreements between the parties. Either party may terminate this Agreement effective at the beginning of a school year by giving written notice to the other parties at least three (3) months prior to the beginning of the school year.

**Acalanes Union High School District**

\_\_\_\_\_  
Superintendent or Designee      Date

Approved by Governing Board on:

\_\_\_\_\_  
Date

**Antioch Unified School District**

\_\_\_\_\_  
Superintendent or Designee      Date

Approved by Governing Board on:

\_\_\_\_\_  
Date

**Brentwood Union School District**

\_\_\_\_\_  
Superintendent or Designee      Date

Approved by Governing Board on:

\_\_\_\_\_  
Date

**Byron Union School District**

\_\_\_\_\_  
Superintendent or Designee      Date

Approved by Governing Board on:

\_\_\_\_\_  
Date

**Canyon Elementary School District**

\_\_\_\_\_  
Superintendent or Designee      Date

Approved by Governing Board on:

\_\_\_\_\_  
Date

**John Swett Unified School District**

\_\_\_\_\_  
Superintendent or Designee      Date

Approved by Governing Board on:

\_\_\_\_\_  
Date

**Knightesen School District**

\_\_\_\_\_  
Superintendent or Designee      Date

Approved by Governing Board on:

\_\_\_\_\_  
Date

**Lafayette School District**

\_\_\_\_\_  
Superintendent or Designee      Date

Approved by Governing Board on:

\_\_\_\_\_  
Date

**Liberty Union High School District**

\_\_\_\_\_  
Superintendent or Designee      Date

Approved by Governing Board on:

\_\_\_\_\_  
Date

**Martinez Unified School District**

\_\_\_\_\_  
Superintendent or Designee      Date

Approved by Governing Board on:

\_\_\_\_\_  
Date

**Moraga School District**

\_\_\_\_\_  
Superintendent or Designee      Date

Approved by Governing Board on:

\_\_\_\_\_  
Date

**Mt. Diablo Unified School District**

\_\_\_\_\_  
Superintendent or Designee      Date

Approved by Governing Board on:

\_\_\_\_\_  
Date

**Oakley Union Elementary School District**

\_\_\_\_\_  
Superintendent or Designee      Date

Approved by Governing Board on:

\_\_\_\_\_  
Date

**Orinda Union School District**

\_\_\_\_\_  
Superintendent or Designee      Date

Approved by Governing Board on:

\_\_\_\_\_  
Date

**Pittsburg Unified School District**

\_\_\_\_\_  
Superintendent or Designee      Date

Approved by Governing Board on:

\_\_\_\_\_  
Date

**San Ramon Valley Unified School District**

\_\_\_\_\_  
Superintendent or Designee      Date

Approved by Governing Board on:

\_\_\_\_\_  
Date

**Walnut Creek School District**

\_\_\_\_\_  
Superintendent or Designee      Date

Approved by Governing Board on:

\_\_\_\_\_  
Date

**West Contra Costa Unified School District**

\_\_\_\_\_  
Superintendent or Designee      Date

Approved by Governing Board on:

\_\_\_\_\_  
Date

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

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

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**To:** Board of Education

**Meeting Date:** July 27, 2011

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

**Agenda Item:** D.1

**Subject:** Budget Update *pg*

**Background Information:** Associate Superintendent Business Services will provide an update on the budget.

**Recommendation:** For Information Only

**Fiscal Impact:** None

DISPOSITION BY BOARD OF EDUCATION

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

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



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

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

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**To:** Board of Education

**Meeting Date:** July 27, 2011

**From:** Sheri Gamba, Assoc. Supt., Business Services    **Agenda Item:** F.1

**Subject:** Resolution No. 14-1112: 2002 Measure D and 2000 Measure M Bond Refunding

**Background Information:**

The Board has provided direction that, under certain savings thresholds, staff should seek to refund existing bonds (refinance bond debt) in order to lower tax rates for taxpayers within the District and to save taxpayers money. The initial parameter of savings discussed and directed by the Board at the June 28, 2011 Board Meeting was a 4% present value savings.

Recent information received on the estimated Assessed Valuation of the District indicates that 2002 Measure D will have a tax rate of between \$69 and \$73. Therefore staff is recommending that a bond sale be authorized for a refunding that meets the requirement of over-all real taxpayer present value savings of 4% and brings the tax rates for 2011 and 2012 as close to the \$60 per \$100,000 targeted rate as possible without increasing future payments.

This Resolution authorizes the refunding of up to \$205,000,000 of General Obligation (GO) bonds pursuant to the terms and conditions of sale agreed upon by the Board of Education. The sale may be set as early as for August 4, 2011, or thereafter when the savings targeted can be realized. The Resolution approves the form of documents to be used in marketing and issuing bonds.

The Preliminary Official Statement is available for review at the Administration Building, Fiscal Services Office, Room 106 and on the website at [www.wccusd.net](http://www.wccusd.net)

**Recommendation:** Adopt the Resolution

**Fiscal Impact:** GO Bond Debt – refunding for tax payer savings

**DISPOSITION BY BOARD OF EDUCATION**

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

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

## **RESOLUTION NO. 14-1112**

### **RESOLUTION OF THE BOARD OF EDUCATION OF THE WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND SALE OF WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT (CONTRA COSTA COUNTY, CALIFORNIA) 2011 GENERAL OBLIGATION REFUNDING BONDS**

**WHEREAS**, a duly called bond election was held in the West Contra Costa Unified School District, Contra Costa County, State of California (hereinafter referred to as the "District"), on November 7, 2000, and thereafter canvassed pursuant to law;

**WHEREAS**, at such election there was submitted to and approved by the affirmative vote of two-thirds or more of the voters of the District a question as to the issuance and sale of general obligation bonds of the District for the various purposes set forth in the ballot submitted to and approved by the voters, in the maximum principal amount of \$150,000,000, payable from the levy of an *ad valorem* tax against the taxable property in the District (the "2000 Authorization");

**WHEREAS**, a duly called bond election was held in the West Contra Costa Unified School District, Contra Costa County, State of California (hereinafter referred to as the "District"), on March 5, 2002, and thereafter canvassed pursuant to law;

**WHEREAS**, at such election there was submitted to and approved by the affirmative vote of fifty-five percent or more of the voters of the District a question as to the issuance and sale of general obligation bonds of the District for the various purposes set forth in the ballot submitted to and approved by the voters, in the maximum principal amount of \$300,000,000, payable from the levy of an *ad valorem* tax against the taxable property in the District (the "2002 Authorization");

**WHEREAS**, pursuant to the 2002 Authorization, on June 26, 2002, the District, previously issued the West Contra Costa Unified School District (Contra Costa County, California) General Obligation Bonds, Election of 2002, Series A in the aggregate principal amount of \$30,000,000 (the "2002 Series A Bonds");

**WHEREAS**, pursuant to the 2002 Authorization, on August 25, 2003, the District, previously issued the West Contra Costa Unified School District (Contra Costa County, California) General Obligation Bonds, Election of 2002, Series B in the aggregate principal amount of \$100,000,000 (the "2002 Series B Bonds", together with the Series A Bonds, the "Prior 2002 Bonds");

**WHEREAS**, pursuant to the 2000 Authorization, on April 22, 2003, the District issued the West Contra Costa Unified School District (Contra Costa County, California) General Obligation Bonds, Election of 2000, Series C in the aggregate principal amount of \$95,000,000 (the "2000 Series C Bonds", together with the Prior 2002 Bonds, the "Prior Bonds");

**WHEREAS**, pursuant to Section 53550 of the Government Code of the State of California (the "Government Code"), the District is authorized to issue refunding bonds (the "Refunding Bonds") to refund all or a portion of the outstanding Series A Bonds, all or a portion of the

outstanding Series B Bonds and all or a portion of the outstanding Series C Bonds (so refunded, the "Refunded Bonds");

**WHEREAS**, all acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of general obligation refunding bonds of the District, and whereas the indebtedness of the District, including this proposed issue of Refunding Bonds, is within all limits prescribed by law;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT, CONTRA COSTA COUNTY, CALIFORNIA, AS FOLLOWS:**

**SECTION 1. Purpose.** To refund a portion of the outstanding principal amount of the Prior Bonds, and to pay all necessary legal, financial, and contingent costs in connection therewith, the District hereby authorizes the issuance of the Refunding Bonds, to be styled as "West Contra Costa Unified School District (Contra Costa County, California) 2011 General Obligation Refunding Bonds" (the "Refunding Bonds"), in one or more series, in an aggregate principal amount not-to-exceed \$205,000,000, and with appropriate series designation if more than one series is issued. Additional costs authorized to be paid from the proceeds of the Refunding Bonds are all of the authorized costs of issuance set forth in Section 53550(e) and (f) and Section 53587 of the Government Code.

**SECTION 2. Paying Agent.** The Board does hereby appoint The Bank of New York Mellon Trust, N.A. to act as the Paying Agent (defined herein) for the Refunding Bonds. The District acknowledges that ongoing expenses and fees of the Paying Agent and all other fees and costs incurred in connection with the Bonds will be paid by the District.

**SECTION 3. Terms and Conditions of Sale.** The Refunding Bonds shall be sold at one or more negotiated sales upon the direction of the Superintendent of the District (the "Superintendent"), the Associate Superintendent for Business Services of the District (the "Associate Superintendent") or the Executive Director of Business Services of the District (the "Executive Director"). The Refunding Bonds shall be sold pursuant to the terms and conditions set forth in the Purchase Contract, as described below, and so long as the true interest cost on the Bonds does not exceed 5.75% and sale of the Refunding Bonds produces at least a 4% present value debt savings as compared to the Refunded Bonds and the brings the tax rates for 2011 and 2012 as close to the \$60 per \$100,000 targeted rate as possible without increasing future payments.

**SECTION 4. Approval of Purchase Contract.** The form of Purchase Contract (the "Purchase Contract") by and between the District and Piper Jaffray & Co. (the "Underwriter"), for the purchase and sale of the Refunding Bonds, substantially in the form on file with the Clerk of the Board, is hereby approved and the Superintendent, the Associate Superintendent for Business Services, the Executive Director or a designated deputy thereof (the "Authorized Officers"), each alone, are hereby authorized to execute and deliver the Purchase Contract, but with such changes therein, deletions therefrom and modifications thereto as such Authorized Officer may approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that the maximum all-inclusive interest rate of the Refunding Bonds shall not exceed that authorized by law, and the Underwriter's (defined herein) discount, excluding original issue discount thereon, shall not exceed 0.65% of the aggregate principal amount of the Refunding Bonds. The Authorized Officers, each alone, are further authorized to determine the principal amount of the

Refunding Bonds to be specified in the Purchase Contract for sale by the District up to \$205,000,000 and to enter into and execute the Purchase Contract with the Underwriter, if the conditions set forth in this Resolution are satisfied.

**SECTION 5. Certain Definitions.** As used in this Resolution, the terms set forth below shall have the meanings ascribed to them (unless otherwise set forth in the Purchase Contract):

- (a) **“Act”** means Sections 53550 *et seq.* of the California Government Code.
- (b) **“Accreted Interest”** means, with respect to the Capital Appreciation Bonds, the Accreted Value thereof minus the Denominational Amount thereof as of the date of calculation.
- (c) **“Accreted Value”** means with respect to the Capital Appreciation Bonds, as of the date of calculation, the Denominational Amount thereof, plus Accreted Interest thereon to such date of calculation, compounded semiannually on each February 1 and August 1 (commencing on February 1, 2012 (unless otherwise provided in the Purchase Contract)) at the stated Accretion Rate to maturity thereof, assuming in any such semiannual period that such Accreted Value increases in equal daily amounts on the basis of a 360-day year of twelve 30-day months.
- (d) **“Accretion Rate”** means, unless otherwise provided by the Purchase Contract, that rate which, when applied to the Denominational Amount of any Capital Appreciation Bond and compounded semiannually on each February 1 and August 1 (commencing February 1, 2012), produces the Maturity Value on the maturity date.
- (e) **“Bond Insurer”** means any insurance company which issues a municipal bond insurance policy insuring the payment of principal and Maturity Value of and interest on the Refunding Bonds.
- (f) **“Bond Payment Date”** means, unless otherwise provided by the Purchase Contract, February 1 and August 1 of each year commencing February 1, 2012 with respect to the interest on the Current Interest Bonds, August 1 of each year commencing August 1, 2012 with respect to the principal payments on the Current Interest Bonds and, with respect to the Capital Appreciation Bonds, the stated maturity dates thereof, as applicable.
- (g) **“Paying Agent”** means The Bank of New York Mellon Trust, N.A. or any successor thereto, acting as the authenticating agent, bond registrar, transfer agent and paying agent for the Refunding Bonds.
- (h) **“Capital Appreciation Bonds”** means the Refunding Bonds the Accreted Interest component of which is compounded semiannually on each Bond Payment Date to maturity as shown in the table of Accreted Value for such Refunding Bonds in the Official Statement.
- (i) **“Current Interest Bonds”** means the Refunding Bonds the interest on which is payable semiannually on each Bond Payment Date specified for each such Bond as designated and maturing in the years and in the amounts set forth in the Purchase Contract.
- (j) **“Denominational Amount”** means, with respect to the Capital Appreciation Bonds, the initial principal amount thereof.

(k) **“Depository”** means the entity acting as securities depository for the Refunding Bonds pursuant to Section 6(c) hereof.

(l) **“DTC”** means The Depository Trust Company, New York, New York, 55 Water Street, New York, New York 10041, Tel: (212) 855-1000 or Fax: (212) 855-7320, a limited purpose trust company organized under the laws of the State of New York, in its capacity as Depository for the Refunding Bonds.

(m) **“Escrow Agent”** means The Bank of New York Mellon Trust, N.A., or any other successor thereto, in its capacity as escrow agent for the Refunded Bonds.

(n) **“Escrow Agreement”** means the agreement governing the deposit of funds or securities to refund the Refunded Bonds, dated as of August 1, 2011, or such other date as provided therein, by and between the District and Escrow Agent.

(o) **“Federal Securities”** means direct or indirect noncallable obligations of, or noncallable, nonprepayable obligations unconditionally guaranteed as to full and timely payment of principal and interest by, the United States of America, but excluding investments in mutual funds or unit investment trusts.

(p) **“Information Services”** means Financial Information, Inc.’s Daily Called Bond Service; Mergent, Inc.’s Called Bond Department; or Standard & Poor’s J. J. Kenny Information Services “Called Bond Record”.

(q) **“Maturity Value”** means the Accreted Value of any Capital Appreciation Bond on its maturity date.

(r) **“Nominee”** means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 6(c) hereof.

(s) **“Participants”** means those broker-dealers, banks and other financial institutions from time to time for which the Depository holds book-entry certificates.

(t) **“Principal” or “Principal Amount”** means, with respect to any Current Interest Bond, the principal or principal amount thereof and, with respect to any Capital Appreciation Bond, the Denominational Amount.

(u) **“Record Date”** means the fifteenth (15th) day of the month preceding each Bond Payment Date.

(v) **“Term Bonds”** means those Refunding Bonds for which mandatory redemption dates have been established in the Purchase Contract.

(w) **“Transfer Amount”** means, with respect to any outstanding Current Interest Bond, the Principal Amount and, with respect to any Capital Appreciation Bond, the Maturity Value.

## **SECTION 6. Terms of the Refunding Bonds.**

(a) Denomination, Interest, Dated Dates. The Refunding Bonds shall be issued as bonds registered as to both principal and interest, in the denominations of, with respect to the Current Interest Bonds, \$5,000 Principal Amount or any integral multiple thereof, and with respect to the Capital Appreciation Bonds, \$5,000 Maturity Value or any integral multiple thereof (except for that one Capital Appreciation Bond may be issued in an odd denomination). The Refunding Bonds will be initially registered to "Cede & Co.," the nominee of DTC.

Each Current Interest Bond shall be dated the date of delivery of the Refunding Bonds or such other date as shall appear in the Purchase Contract or the Official Statement (the "Date of Delivery"), and shall bear interest at the rates set forth in the Purchase Contract from the Bond Payment Date next preceding the date of authentication thereof unless it is authenticated as of a day during the period from the 15th day of the month next preceding any Bond Payment Date to that Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before the first Record Date, in which event it shall bear interest from the Date of Delivery. Interest with respect to the Current Interest Bonds shall be computed on the basis of a 360-day year of twelve 30-day months.

Each Capital Appreciation Bond shall be dated, and shall accrete interest from, its date of initial issuance. Capital Appreciation Bonds will not bear interest on a current basis.

The Capital Appreciation Bonds shall mature in the years and shall be issued in the aggregate Principal Amounts set forth in the Purchase Contract or the Official Statement and shall compound interest at the Accretion Rates and shall have Denominational Amounts per each five thousand dollars (\$5,000) in Maturity Value as shown in the Accreted Value Table attached to the Official Statement; provided, that in the event that the amount shown in such Accreted Value Table and the Accreted Value calculated by the District and approved by the Bond Insurer by application of the definition of Accreted Value set forth in Section 5 differ, the latter amount shall be the Accreted Value of such Capital Appreciation Bond.

The Refunding Bonds shall bear or accrete interest at a rate or rates such that the average interest rates and maximum interest yields of the Refunding Bonds shall not exceed that permitted by law. No Refunding Bond shall mature later than August 1, 2032. No Refunding Bond attributable to the refunding of the 2002 Series A Bonds shall mature later than August 1, 2031; no Refunding Bond attributable to the refunding of the 2002 Series B Bonds shall mature later than August 1, 2032; no Refunding Bond attributable to the refunding of the 2000 Series C Bonds shall mature later than August 1, 2032.

(b) Redemption.

(i) Optional Redemption. The Refunding Bonds shall be subject to optional redemption prior to maturity as provided in the Purchase Contract or the Official Statement.

(ii) Mandatory Redemption. Any Refunding Bonds issued as Term Bonds shall be subject to mandatory sinking fund redemption as provided in the Purchase Contract or the Official Statement.

(iii) Selection of Refunding Bonds for Redemption. Whenever provision is made in this Resolution for the redemption of Refunding Bonds and less than all Outstanding Refunding Bonds are to be redeemed, the Paying Agent, upon written instruction from the

District, shall select Refunding Bonds for redemption as so directed and if not directed, in inverse order of maturity. Within a maturity, the Paying Agent shall select Refunding Bonds for redemption by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, that the portion of any Current Interest Bond to be redeemed in part shall be in the Principal Amount of \$5,000 or any integral multiple thereof and the portion of any Capital Appreciation Bond to be redeemed in part shall be in integral multiples of the Accreted Value per \$5,000 Maturity Value thereof.

(iv) Notice of Redemption. When redemption is authorized or required pursuant to Section 6(b)(i) hereof, the Paying Agent, upon written instruction from the District, shall give notice (a "Redemption Notice") of the redemption of the Refunding Bonds. Such Redemption Notice shall specify: the Refunding Bonds or designated portions thereof (in the case of redemption of the Refunding Bonds in part but not in whole) which are to be redeemed, the date of redemption, the place or places where the redemption will be made, including the name and address of the Paying Agent, the redemption price, the CUSIP numbers (if any) assigned to the Refunding Bonds to be redeemed, the Refunding Bond numbers of the Refunding Bonds to be redeemed in whole or in part and, in the case of any Refunding Bond to be redeemed in part only, the Principal Amount of such Refunding Bond to be redeemed, and the original issue date, interest rate or Accretion Rate and stated maturity date of each Refunding Bond to be redeemed in whole or in part. Such Redemption Notice shall further state that on the specified date there shall become due and payable upon each Refunding Bond or portion thereof being redeemed at the redemption price thereof, together with the interest accrued or accreted to the redemption date thereon, and that from and after such date, interest with respect thereto shall cease to accrue or accrete.

The Paying Agent shall take the following actions with respect to such Redemption Notice:

(A) At least 30 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given to the respective Owners (defined herein) of Refunding Bonds designated for redemption by registered or certified mail, postage prepaid, at their addresses appearing on the Bond Register.

(B) At least 30 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, (ii) telephonically confirmed facsimile transmission, or (iii) overnight delivery service to the Depository.

(C) At least 30 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, or (ii) overnight delivery service to one of the Information Services.

Neither failure to receive any Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Refunding Bonds. Each check issued or other transfer of funds made by the Paying Agent for the purpose of redeeming Refunding Bonds shall bear or include the CUSIP number identifying, by issue and maturity, the Refunding Bonds being redeemed with the proceeds of such check or other transfer.

(v) Partial Redemption of Refunding Bonds. Upon the surrender of any Refunding Bond redeemed in part only, the Paying Agent shall execute and deliver to the Owner thereof a new Refunding Bond or Refunding Bonds of like tenor and maturity and of authorized

denominations equal in Transfer Amounts to the unredeemed portion of the Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the District shall be released and discharged thereupon from all liability to the extent of such payment.

(vi) Effect of Notice of Redemption. Notice having been given as aforesaid, and the moneys for the redemption (including the interest accrued or accreted to the applicable date of redemption) having been set aside in the District's Debt Service Fund, the Refunding Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Refunding Bonds to be redeemed as provided in Section 6(b)(i) hereof, together with interest accrued or accreted to such redemption date, shall be held by the Paying Agent so as to be available therefor on such redemption date, and if notice of redemption thereof shall have been given as aforesaid, then from and after such redemption date, interest with respect to the Refunding Bonds to be redeemed shall cease to accrue or accrete and become payable. All money held by or on behalf of the Paying Agent for the redemption of Refunding Bonds shall be held in trust for the account of the Owners of the Refunding Bonds so to be redeemed.

All Refunding Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Section 6 shall be cancelled upon surrender thereof and be delivered to or upon the order of the District. All or any portion of a Refunding Bond purchased by the District shall be cancelled by the Paying Agent.

(vii) Refunding Bonds No Longer Outstanding. When any Refunding Bonds (or portions thereof), which have been duly called for redemption prior to maturity under the provisions of this Resolution, or with respect to which irrevocable instructions to call for redemption prior to maturity at the earliest redemption date have been given to the Paying Agent, in form satisfactory to it, and sufficient moneys shall be held by the Paying Agent irrevocably in trust for the payment of the redemption price of such Refunding Bonds or portions thereof, and, in the case of Current Interest Bonds, accrued interest with respect thereto to the date fixed for redemption, all as provided in this Resolution, then such Refunding Bonds shall no longer be deemed Outstanding and shall be surrendered to the Paying Agent for cancellation.

(c) Book-Entry System.

(i) Election of Book-Entry System. The Refunding Bonds shall initially be delivered in the form of a separate single fully-registered bond (which may be typewritten) for each maturity date of such Refunding Bonds in an authorized denomination. The ownership of each such Bond shall be registered in the Bond Register maintained by the Paying Agent in the name of the Nominee, as nominee of the Depository and ownership of the Refunding Bonds, or any portion thereof may not thereafter be transferred except as provided in Section 6(c)(i)(4).

The District and the Paying Agent shall have no responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds an interest in such the Refunding Bonds. Without limiting the immediately preceding sentence, the District and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in the Refunding Bonds, (ii) the delivery to any Participant or any other person, other than an Owner as shown in the



Bond Register, of any notice with respect to the Refunding Bonds, including any notice of redemption, (iii) the selection by the Depository and its Participants of the beneficial interests in the Refunding Bonds to be prepaid in the event the District redeems the Refunding Bonds in part, or (iv) the payment by the Depository or any Participant or any other person, of any amount with respect to Accreted Value, Principal, premium, if any, or interest on the Refunding Bonds. The District and the Paying Agent may treat and consider the person in whose name each the Refunding Bond is registered in the Bond Register as the absolute owner (the "Registered Owner" or "Owner") of such the Refunding Bond for the purpose of payment of Accreted Value or Principal of and premium and interest on and to such Refunding Bond, for the purpose of giving notices of redemption and other matters with respect to such Refunding Bond, for the purpose of registering transfers with respect to such Refunding Bond, and for all other purposes whatsoever. The Paying Agent shall pay all Accreted Value or Principal of and premium, if any, and interest on the Refunding Bonds only to or upon the order of the respective Owner, as shown in the Bond Register, or his respective attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of Accreted Value or Principal of, and premium, if any, and interest on the Refunding Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Bond Register, shall receive a certificate evidencing the obligation to make payments of Accreted Value or Principal of, and premium, if any, and interest on the Refunding Bonds. Upon delivery by the Depository to the Owner and the Paying Agent, of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to the Record Date, the word "Nominee" in this Resolution shall refer to such nominee of the Depository.

1. Delivery of Letter of Representations. In order to qualify the Refunding Bonds for the Depository's book-entry system, the District and the Paying Agent shall execute and deliver to the Depository a Letter of Representations. The execution and delivery of a Letter of Representations shall not in any way impose upon the District or the Paying Agent any obligation whatsoever with respect to persons having interests in the Refunding Bonds other than the Owners, as shown on the Bond Register. By executing a Letter of Representations, the Paying Agent shall agree to take all action necessary at all times so that the District will be in compliance with all representations of the District in such Letter of Representations. In addition to the execution and delivery of a Letter of Representations, the District and the Paying Agent shall take such other actions, not inconsistent with this Resolution, as are reasonably necessary to qualify the Refunding Bonds for the Depository's book-entry program.

2. Selection of Depository. In the event (i) the Depository determines not to continue to act as securities depository for the Refunding Bonds, or (ii) the District determines that continuation of the book-entry system is not in the best interest of the beneficial owners of the Refunding Bonds or the District, then the District will discontinue the book-entry system with the Depository. If the District determines to replace the Depository with another qualified securities depository, the District shall prepare or direct the preparation of a new single, separate, fully registered bond for each maturity date of such the Refunding Bond, registered in the name of such successor or substitute qualified securities depository or its Nominee as provided in subsection (4) hereof. If the District fails to identify another qualified securities depository to replace the Depository, then the Refunding Bonds shall no longer be restricted to being registered in such Bond Register in the name of the

Nominee, but shall be registered in whatever name or names the Owners transferring or exchanging such Refunding Bonds shall designate, in accordance with the provisions of this Section 6(c).

3. Payments to Depository. Notwithstanding any other provision of this Resolution to the contrary, so long as all outstanding Refunding Bonds are held in book-entry and registered in the name of the Nominee, all payments by the District or the Bond Register with respect to Accreted Value or Principal of and premium, if any, or interest on the Refunding Bonds and all notices with respect to such Refunding Bonds shall be made and given, respectively to the Nominee, as provided in the Letter of Representations or as otherwise instructed by the Depository and agreed to by the Paying Agent notwithstanding any inconsistent provisions herein.

4. Transfer of Refunding Bonds to Substitute Depository.

(A) The Refunding Bonds shall be initially issued as described in the Official Statement. Registered ownership of such Refunding Bonds, or any portions thereof, may not thereafter be transferred except:

(1) to any successor of DTC or its Nominee, or of any substitute depository designated pursuant to Section 6(c)(i)(4)(A)(2) ("Substitute Depository"); provided that any successor of DTC or Substitute Depository shall be qualified under any applicable laws to provide the service proposed to be provided by it;

(2) to any Substitute Depository, upon (1) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the District that DTC (or its successor) is no longer able to carry out its functions as depository; provided that any such Substitute Depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(3) to any person as provided below, upon (1) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the District that DTC or its successor (or Substitute Depository or its successor) is no longer able to carry out its functions as depository.

(B) In the case of any transfer pursuant to Section 6(c)(i)(4)(A)(1) or (2), upon receipt of all outstanding Refunding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent designating the Substitute Depository, a single new Bond, which the District shall prepare or cause to be prepared, shall be executed and delivered for each maturity of Refunding Bonds then outstanding, registered in the name of such successor or such Substitute Depository or their Nominees, as the case may be, all as specified in such written request of the District. In the case of any transfer pursuant to Section 6(c)(i)(4)(A)(3), upon receipt of all outstanding Refunding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent, new Refunding Bonds, which the District shall prepare or cause to be prepared, shall be executed and delivered in such denominations and registered in the names of such persons as are requested in such written request of the District, provided that the Paying Agent shall not be required to deliver such new Refunding Bonds within a period of less than sixty (60) days from the date of receipt of such written request from the District.

(C) In the case of a partial redemption of any Refunding Bonds evidencing a portion of the Maturity Value or Principal maturing in a particular year, DTC or its successor (or any Substitute Depository or its successor) shall make an appropriate notation on such Refunding Bonds indicating the date and amounts of such reduction in Maturity Value or Principal, in form acceptable to the Paying Agent, all in accordance with the Letter of Representations. The Paying Agent shall not be liable for such Depository's failure to make such notations or errors in making such notations.

(D) The District and the Paying Agent shall be entitled to treat the person in whose name any Bond is registered as the Owner thereof for all purposes of this Resolution and any applicable laws, notwithstanding any notice to the contrary received by the Paying Agent or the District; and the District and the Paying Agent shall not have responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the Refunding Bonds. Neither the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to any such beneficial owners or to any other party, including DTC or its successor (or Substitute Depository or its successor), except to the Owner of any Refunding Bonds, and the Paying Agent may rely conclusively on its records as to the identity of the Owners of the Refunding Bonds.

**SECTION 7. Execution of Refunding Bonds.** The Refunding Bonds shall be signed by the President of the Board of Education of the District, or a designee thereof, by his or her manual or facsimile signature and countersigned by the manual or facsimile signature of the Clerk of the Board or the Secretary to the Board, or a designee thereof, all in their official capacities. No Refunding Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under this Resolution unless and until the certificate of authentication printed on the Refunding Bond is signed by the Paying Agent as authenticating agent. Authentication by the Paying Agent shall be conclusive evidence that the Refunding Bond so authenticated has been duly issued, signed and delivered under this Resolution and is entitled to the security and benefit of this Resolution. There shall be attached to each Refunding Bond, the legal opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, and, immediately preceding such legal opinion, a certificate executed with the facsimile signature of the Clerk of the Board of Education, said certificate to be in substantially the following form:

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation in connection with the issuance of, and dated as of the date of the original delivery of, the bonds. A signed copy is on file in my office.

\_\_\_\_\_  
(Facsimile Signature)

Clerk, Board of Education

**SECTION 8. Paying Agent; Transfer and Exchange.** Pursuant to Section 2 hereof, the Board has appointed The Bank of New York Mellon Trust, N.A. to act as the Paying Agent for the Refunding Bonds.

So long as any of the Refunding Bonds remain outstanding, the District will cause the Paying Agent to maintain and keep at its designated office all books and records necessary for the registration, exchange and transfer of the Refunding Bonds as provided in this Section. Subject to

the provisions of Section 9 below, the person in whose name a Refunding Bond is registered on the Bond Register shall be regarded as the absolute Owner of that Refunding Bond for all purposes of this Resolution. Payment of or on account of the Principal or Accreted Value of and premium, if any, and interest on any Refunding Bond shall be made only to or upon the order of that person; neither the District nor the Paying Agent shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the District's liability upon the Refunding Bonds, including interest, to the extent of the amount or amounts so paid.

Any Refunding Bond may be exchanged for Refunding Bonds of like tenor, maturity and Transfer Amount upon presentation and surrender at the designated office of the Paying Agent, together with a request for exchange signed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. A Refunding Bond may be transferred on the Bond Register only upon presentation and surrender of the Refunding Bond at the designated office of the Paying Agent together with an assignment executed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. Upon exchange or transfer, the Paying Agent shall complete, authenticate and deliver a new Refunding Bond or Refunding Bonds of like tenor and of any authorized denomination or denominations requested by the Owner equal to the Transfer Amount of the Refunding Bond surrendered and bearing or accruing interest at the same rate and maturing on the same date. Capital Appreciation Bonds and Current Interest Bonds may not be exchanged for one another.

If manual signatures on behalf of the District are required in connection with an exchange or transfer, the Paying Agent shall undertake the exchange or transfer of Refunding Bonds only after the new Refunding Bonds are signed by the authorized officers of the District. In all cases of exchanged or transferred Refunding Bonds, the District shall sign and the Paying Agent shall authenticate and deliver Refunding Bonds in accordance with the provisions of this Resolution. All fees and costs of transfer shall be paid by the requesting party. Those charges may be required to be paid before the procedure is begun for the exchange or transfer. All Refunding Bonds issued upon any exchange or transfer shall be valid obligations of the District, evidencing the same debt, and entitled to the same security and benefit under this Resolution as the Refunding Bonds surrendered upon that exchange or transfer.

Any Refunding Bond surrendered to the Paying Agent for payment, retirement, exchange, replacement or transfer shall be cancelled by the Paying Agent. The District may at any time deliver to the Paying Agent for cancellation any previously authenticated and delivered Refunding Bonds that the District may have acquired in any manner whatsoever, and those Refunding Bonds shall be promptly cancelled by the Paying Agent. Written reports of the surrender and cancellation of Refunding Bonds shall be made to the District by the Paying Agent as requested by the District. The cancelled Refunding Bonds shall be retained for three years, then returned to the District or destroyed by the Paying Agent as directed by the District.

Neither the District nor the Paying Agent will be required (a) to issue or transfer any Refunding Bonds during a period beginning with the opening of business on the 15th business day next preceding either any Bond Payment Date or any date of selection of Refunding Bonds to be redeemed and ending with the close of business on the Bond Payment Date or any day on which the applicable notice of redemption is given or (b) to transfer any Refunding Bonds which have been selected or called for redemption in whole or in part.

**SECTION 9. Payment.** Payment of interest on any Current Interest Bond on any Bond Payment Date shall be made to the person appearing on the registration books of the Paying Agent as the Owner thereof as of the Record Date immediately preceding such Bond Payment Date, such interest to be paid by check mailed to such Owner on the Bond Payment Date at his address as it appears on such registration books or at such other address as he may have filed with the Paying Agent for that purpose on or before the Record Date. The Owner in an aggregate Principal Amount or Maturity Value of \$1,000,000 or more may request in writing to the Paying Agent that such Owner be paid interest by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date. The principal, and redemption price, if any, payable on the Current Interest Bonds and the Accreted Value and redemption price, if any, on the Capital Appreciation Bonds shall be payable upon maturity or redemption upon surrender at the designated office of the Paying Agent. The interest, Accreted Value, Principal and premiums, if any, on the Refunding Bonds shall be payable in lawful money of the United States of America. The Paying Agent is hereby authorized to pay the Refunding Bonds when duly presented for payment at maturity, and to cancel all Refunding Bonds upon payment thereof. The Refunding Bonds are general obligations of the District, payable without limit as to rate or amount from the levy of *ad valorem* property taxes upon all property subject to taxation within the District.

**SECTION 10. Form of Refunding Bonds.** The Refunding Bonds shall be in substantially the following form, allowing those officials executing the Refunding Bonds to make the insertions and deletions necessary to conform the Refunding Bonds to this Resolution, the Purchase Contract and the Official Statement.

(Form of Current Interest Bond)

REGISTERED  
NO.

REGISTERED  
\$

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT  
(CONTRA COSTA COUNTY, CALIFORNIA)  
2011 GENERAL OBLIGATION REFUNDING BOND

<u>INTEREST RATE:</u>	<u>MATURITY DATE:</u>	<u>DATED AS OF:</u>	<u>CUSIP</u>
___% per annum	August 1, ___	_____, 2011	_____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The West Contra Costa Unified School District (the "District") in Contra Costa County, California, for value received, promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated above, on February 1 and August 1 of each year (the "Bond Payment Dates"), commencing February 1, 2012. This bond will bear interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the 15th day of the month next preceding any Bond Payment Date to the Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before January 15, 2012, in which event it shall bear interest from the Date of Delivery. Interest on this bond shall be computed on the basis of a 360-day year of twelve 30-day months. Principal and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered (the "Registered Owner") on the Register maintained by the Paying Agent, initially The Bank of New York Mellon Trust, N.A. Principal is payable upon presentation and surrender of this bond at the designated office of the Paying Agent. Interest is payable by check or draft mailed by the Paying Agent on each Bond Payment Date to the Registered Owner of this bond (or one or more predecessor bonds) as shown and at the address appearing on the Register at the close of business on the 15th day of the calendar month next preceding that Bond Payment Date (the "Record Date"). The Owner of Current Interest Bonds in the aggregate principal amount of \$1,000,000 or more may request in writing to the Paying Agent that the Owner be paid interest by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the bonds; and that due provision has been

made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due.

This bond is one of an authorization of bonds issued by the District pursuant to California Government Code Section 53550 *et seq.* (the "Act") for the purpose of refunding a portion of the District's outstanding \$30,000,000 General Obligation Bonds, Election of 2002, Series A, a portion of the District's outstanding \$100,000,000 General Obligation Bonds, Election of 2002, Series B, a portion of the District's outstanding \$95,000,000 General Obligation Bonds, Election of 2000, Series C, and to pay all necessary legal, financial, and contingent costs in connection therewith. The bonds are being issued under authority of and pursuant to the Act, the laws of the State of California, and the resolution of the Board of Education of the District adopted on July 27, 2011 (the "Bond Resolution"). This bond and the issue of which this bond is one are general obligation bonds of the District payable as to both principal and interest solely from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount.

The bonds of this issue are comprised of \$\_\_\_\_\_ principal amount of Current Interest Bonds, of which this bond is a part (a "Current Interest Bond") and Capital Appreciation Bonds of which \$\_\_\_\_\_ represents the Denominational Amount and \$\_\_\_\_\_ represents the Maturity Value.

This bond is exchangeable and transferable for bonds of like tenor, maturity and Transfer Amount (as defined in the Bond Resolution) and in authorized denominations at the designated office of the Paying Agent, by the Registered Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Paying Agent, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. All fees and costs of transfer shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute Owner of this bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

Neither the District nor the Paying Agent will be required (a) to issue or transfer any bond during a period beginning with the opening of business on the 15th business day next preceding either any Bond Payment Date or any date of selection of bonds to be redeemed and ending with the close of business on the Bond Payment Date or day on which the applicable notice of redemption is given or (b) to transfer any bond which has been selected or called for redemption in whole or in part.

The Current Interest Bonds maturing on or before August 1 are not subject to redemption prior to their fixed maturity dates. The Current Interest Bonds maturing on or after August 1, 20\_\_ are subject to redemption on or after August 1, 20\_\_ or on any date thereafter at the option of the District as a whole or in part at a redemption price equal to the principal amount thereof plus interest accrued thereon to the date fixed for redemption, without premium:

The Current Interest Bonds maturing on August 1, 20\_\_ are subject to mandatory sinking fund redemption from moneys in the Debt Service Fund on August 1 of each year on and after August 1, 20\_\_, at a redemption price equal to the principal amount thereof, together with accrued interest to the date fixed for redemption, without premium. The principal amounts represented by

such Bonds to be so redeemed and the dates therefore and the final payment date is as indicated in the following table:

<u>Redemption Dates</u>	<u>Principal Amounts</u>
TOTAL	\$

If less than all of the bonds of any one maturity shall be called for redemption, the particular bonds or portions of bonds of such maturity to be redeemed shall be selected by lot by the District in such manner as the District in its discretion may determine; provided, however, that the portion of any bond to be redeemed shall be in the principal amount of \$5,000 or some multiple thereof. If less than all of the bonds stated to mature on different dates shall be called for redemption, the particular bonds or portions thereof to be redeemed shall be called in any order of maturity selected by the District or, if not so selected, in the inverse order of maturity.

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the bonds are issued and secured. The Registered Owner of this bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due.

This bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been signed.



**IN WITNESS WHEREOF**, the West Contra Costa Unified School District, Contra Costa County, California, has caused this bond to be executed on behalf of the District and in their official capacities by the manual or facsimile signatures of the President of the Board of Education of the District, and to be countersigned by the manual or facsimile signature of the Clerk of the Board of Education of the District, all as of the date stated above.

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_ (Facsimile Signature)  
President, Board of Education

**COUNTERSIGNED:**

\_\_\_\_\_  
(Facsimile Signature)  
Clerk, Board of Education

**CERTIFICATE OF AUTHENTICATION**

This bond is one of the bonds described in the Bond Resolution referred to herein which has been authenticated and registered on \_\_\_\_\_, 2011.

The Bank of New York Mellon Trust, N.A., as Paying Agent

By: \_\_\_\_\_ (Manual Signature)  
Authorized Signatory

## ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and zip code of Transferee): \_\_\_\_\_  
this bond and irrevocably constitutes and appoints attorney to transfer this bond on the books for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the within bond in every particular, without alteration or any change whatever, and the signature(s) must be guaranteed by an eligible guarantor institution.

Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: \_\_\_\_\_

Unless this certificate is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

## LEGAL OPINION

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation in connection with the issuance of, and dated as of the date of the original delivery of, the bonds. A signed copy is on file in my office.

(Facsimile Signature)  
Clerk, Board of Education

(Form of Legal Opinion)

**(Form of Capital Appreciation Bond)**

**REGISTERED  
NO.**

**REGISTERED  
\$**

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT  
(CONTRA COSTA COUNTY, CALIFORNIA)  
2011 GENERAL OBLIGATION REFUNDING BOND**

<b><u>ACCRETION RATE:</u></b>	<b><u>MATURITY DATE:</u></b>	<b><u>DATED AS OF:</u></b>	<b><u>CUSIP</u></b>
___ % per annum	August 1, ___	_____, 2011	_____

**REGISTERED OWNER: CEDE & CO.**

**DENOMINATIONAL AMOUNT:**

**MATURITY VALUE:**

The West Contra Costa Unified School District (the "District") in Contra Costa County, California (the "County"), for value received, promises to pay to the Registered Owner named above, or registered assigns, the Maturity Value on the Maturity Date, each as stated above, such Maturity Value being comprised of the Denominational Amount and interest accreted thereon. This bond will not bear current interest but will accrete interest, compounded on each February 1 and August 1, commencing February 1, 2012, at the Accretion Rate specified above to the Maturity Date, assuming that in any such semiannual period the sum of such compounded accreted interest and the Denominational Amount (such sum being herein called the "Accreted Value") increases in equal daily amounts on the basis of a 360-day year consisting of twelve 30-day months. Accreted Value and redemption premium, if any, are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered (the "Registered Owner") on the Register maintained by the Paying Agent, initially The Bank of New York Mellon Trust, N.A. Accreted Value and redemption premium hereon, if any, are payable upon presentation and surrender of this bond at the designated office of the Paying Agent.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due.

This bond is one of an authorization of bonds issued by the District pursuant to California Government Code Section 53550 *et seq.* (the "Act") for the purpose of refunding a portion of the District's outstanding \$30,000,000 General Obligation Bonds, Election of 2002, Series A, a portion of the District's outstanding \$100,000,000 General Obligation Bonds, Election of 2002, Series B, a

portion of the District's outstanding \$95,000,000 General Obligation Bonds, Election of 2000, Series C, and to pay all necessary legal, financial, and contingent costs in connection therewith. The bonds are being issued under authority of and pursuant to the Act, the laws of the State of California, and the resolution of the Board of Education of the District adopted on July 27, 2011 (the "Bond Resolution"). This bond and the issue of which this bond is one are general obligations of the District payable as to both principal and interest solely from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount.

The bonds of this issue are comprised of \$\_\_\_\_\_ principal amount of Current Interest Bonds (each a "Current Interest Bond") and Capital Appreciation Bonds, of which this bond is a part, in the Denominational Amount of \$\_\_\_\_\_ and the Maturity Value of \$\_\_\_\_\_.

This bond is exchangeable and transferable for bonds of like tenor, maturity and Transfer Amount (as defined in the Bond Resolution) and in authorized denominations at the designated office of the Paying Agent, by the Registered Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Paying Agent, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. All fees and costs of transfer shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

Neither the District nor the Paying Agent will be required (a) to issue or transfer any bond during a period beginning with the opening of business on the 15th business day next preceding either any Bond Payment Date or any date of selection of bonds to be redeemed and ending with the close of business on the Bond Payment Date or day on which the applicable notice of redemption is given or (b) to transfer any bond which has been selected or called for redemption in whole or in part.

The Capital Appreciation Bonds are not subject to redemption prior to maturity.

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Capital Appreciation Bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the bonds are issued and secured. The Registered Owner of this bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due.

This bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been signed.

**IN WITNESS WHEREOF**, the West Contra Costa Unified School District, Contra Costa County, California, has caused this bond to be executed on behalf of the District and in their official capacities by the manual or facsimile signatures of the President of the Board of Education of the District, and to be countersigned by the manual or facsimile signature of the Clerk of the Board of Education of the District, all as of the date stated above.

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_ (Facsimile Signature)  
President, Board of Education

**COUNTERSIGNED:**

\_\_\_\_\_  
(Facsimile Signature)  
Clerk, Board of Education

**CERTIFICATE OF AUTHENTICATION**

This bond is one of the bonds described in the Bond Resolution referred to herein which has been authenticated and registered on \_\_\_\_\_, 2011.

The Bank of New York Mellon Trust, N.A., as Paying Agent

By: \_\_\_\_\_ (Manual Signature)  
Authorized Signatory

## ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and zip code of Transferee): \_\_\_\_\_ this bond and irrevocably constitutes and appoints attorney to transfer this bond on the books for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the within bond in every particular, without alteration or any change whatever, and the signature(s) must be guaranteed by an eligible guarantor institution.

Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: \_\_\_\_\_

Unless this certificate is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.



## **LEGAL OPINION**

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation in connection with the issuance of, and dated as of the date of the original delivery of, the bonds. A signed copy is on file in my office.

\_\_\_\_\_  
(Facsimile Signature)

Clerk, Board of Education

(Form of Legal Opinion)

**SECTION 11. Delivery of Refunding Bonds.** The proper officials of the District shall cause the Refunding Bonds to be prepared and, following their sale, shall have the Refunding Bonds signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Refunding Bonds, to the original purchaser upon payment of the purchase price therefor.

**SECTION 12. Deposit of Proceeds of Refunding Bonds; Escrow Agreement.** An amount of the net proceeds from the sale of the Refunding Bonds necessary to purchase Federal Securities sufficient to refund the Refunded Bonds shall be transferred to the Escrow Agent for deposit in the escrow fund (the "Escrow Fund") established under the Escrow Agreement, which amount, together with an amount or amounts of cash held uninvested therein, shall be sufficient to refund the Refunded Bonds. Premium or proceeds of the sale of the Refunding Bonds necessary to pay all or a portion of the costs of issuing the Refunding Bonds may be deposited in a fund held by the Paying Agent and known as "West Contra Costa Unified School District 2011 General Obligation Refunding Bonds Cost of Issuance Fund" (the "Cost of Issuance Fund") and shall be kept separate and distinct from all other District funds, and those proceeds shall be used solely for the purpose of paying costs of issuance of the Refunding Bonds.

Any accrued interest and premium received by the District from the sale of the Refunding Bonds shall be kept separate and apart in the fund hereby created and established and to be designated as the "West Contra Costa Unified School District 2011 General Obligation Refunding Bonds Debt Service Fund" (the "Debt Service Fund") for the Refunding Bonds and used only for payments of principal and interest on the Refunding Bonds. The Debt Service Fund may, at the discretion of the District, be held by the County. Money on deposit in the debt service fund established for the Refunded Bonds collected to make the February 1, 2012 payments on the Refunded Bonds may either be used to pay the principal and interest due on February 1, 2012 on the Refunded Bonds, may be transferred to the Escrow Fund and applied as set forth in the Escrow Agreement or may be used to pay principal and interest due, if any, on the Refunding Bonds. Any premium received by the District from the sale of the Refunding Bonds not needed to pay for cost of issuance shall be deposited in either the Debt Service Fund or the Escrow Fund. Any excess proceeds of the Refunding Bonds not needed for the authorized purposes set forth herein for which the Refunding Bonds are being issued shall be transferred to the Debt Service Fund and applied to the payment of the principal and interest on the Refunding Bonds. If, after payment in full of the Refunding Bonds, there remain excess proceeds, any such excess amounts shall be transferred to the general fund of the District. Notwithstanding any of the foregoing, the provisions of this Section 12 as they relate to the application of any premium received by the District from the sale of the Refunding Bonds may be amended by the Purchase Contract or the Official Statement so long as the transactions contemplated by such amendment are in compliance with the provisions of the Act.

The moneys in the Debt Service Fund, to the extent necessary to pay the principal and Maturity Value of and interest on the Refunding Bonds as the same become due and payable, shall be transferred by the Treasurer-Tax Collector of the County, if the Debt Service Fund is held by the County, to the Paying Agent which, in turn, shall pay such moneys to DTC to pay the principal and Maturity Value of and interest on the Refunding Bonds. DTC will thereupon make payments of Principal and interest on the Refunding Bonds to the DTC Participants who will thereupon make payments of Principal and interest to the beneficial owners of the Refunding Bonds. Any moneys remaining in the Debt Service Fund after the Refunding Bonds and the interest thereon have been paid, or provision for such payment has been made, shall be transferred to the general fund of the District.

Except as required below to satisfy the requirements of Section 148(f) of the Internal Revenue Code of 1986, as amended (the "Code"), interest earned on the investment of monies held in the Debt Service Fund shall be retained in the Debt Service Fund and used to pay principal and interest on the Refunding Bonds when due.

### **SECTION 13. Rebate Fund.**

(a) General. If necessary, there shall be created and established a special fund designated the "West Contra Costa Unified School District 2011 General Obligation Refunding Bonds Rebate Fund" (the "Rebate Fund"). All amounts at any time on deposit in the Rebate Fund shall be held in trust, to the extent required to satisfy the requirement to make rebate payments to the United States (the "Rebate Requirement") pursuant to Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), as the same may be amended from time to time, and the Treasury Regulations promulgated thereunder (the "Rebate Regulations"). Such amounts shall be free and clear of any lien hereunder and shall be governed by this Section and Section 14 of this Resolution and by the Tax Certificate concerning certain matters pertaining to the use and investment of proceeds of the Refunding Bonds, executed and delivered to the District on the date of issuance of the Refunding Bonds, including any and all exhibits attached thereto (the "Tax Certificate").

(b) Deposits.

(i) Within forty-five (45) days of the end of each fifth Bond Year (as such term is defined in the Tax Certificate) (1) the District shall calculate or cause to be calculated with respect to the Refunding Bonds the amount that would be considered the "rebate amount" within the meaning of Section 1.148-3 of the Rebate Regulations, using as the "computation date" for this purpose the end of such five Bond Years, and (2) the District shall deposit to the Rebate Fund from deposits from the District or from amounts available therefor on deposit in the other funds established hereunder, if and to the extent required, amounts sufficient to cause the balance in the Rebate Fund to be equal to the "rebate amount" so calculated.

(ii) The District shall not be required to deposit any amount to the Rebate Fund in accordance with the preceding sentence if the amount on deposit in the Rebate Fund prior to the deposit required to be made under this subsection (b) equals or exceeds the "rebate amount" calculated in accordance with the preceding sentence. Such excess may be withdrawn from the Rebate Fund to the extent permitted under subsection (g) of this Section.

(iii) The District shall not be required to calculate the "rebate amount" and the District shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b), with respect to all or a portion of the proceeds of the Refunding Bonds (including amounts treated as the proceeds of the Refunding Bonds) (1) to the extent such proceeds satisfy the expenditure requirements of Section 148(f)(4)(B) or Section 148 (f)(4)(C) of the Code or Section 1.148-7(d) of the Treasury Regulations or the small issuer exception of Section 148(f)(4)(D) of the Code, whichever is applicable, and otherwise qualify for the exception of the Rebate Requirement pursuant to whichever of said sections is applicable, or (2) to the extent such proceeds are subject to an election by the District under Section 148(f)(4)(C)(vii) of the Code to pay a one and one-half percent (1½%) penalty in lieu of arbitrage rebate in the event any of the percentage expenditure requirements of Section 148(f)(4)(C) are not satisfied, or (3) to the extent such proceeds qualify for the

exception to arbitrage rebate under Section 148(f)(4)(A)(ii) of the Code for amounts in a “bona fide debt service fund.” In such event, and with respect to such amounts, the District shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b).

(c) Withdrawal Following Payment of Refunding Bonds. Any funds remaining in the Rebate Fund after redemption of all the Refunding Bonds and any amounts described in paragraph (ii) of subsection (d) of this Section, including accrued interest, shall be transferred to the General Fund of the District.

(d) Withdrawal for Payment of Rebate. Subject to the exceptions contained in subsection (b) of this Section to the requirement to calculate the “rebate amount” and make deposits to the Rebate Fund, the District shall pay to the United States, from amounts on deposit in the Rebate Fund,

(i) not later than sixty (60) days after the end of (a) the fifth (5th) Bond Year, and (b) each fifth (5th) Bond Year thereafter, an amount that, together with all previous rebate payments, is equal to at least 90% of the “rebate amount” calculated as of the end of such Bond Year in accordance with Section 1.148-3 of the Rebate Regulations; and

(ii) not later than sixty (60) days after the payment of all Refunding Bonds, an amount equal to one hundred percent (100%) of the “rebate amount” calculated as of the date of such payment (and any income attributable to the “rebate amount” determined to be due and payable) in accordance with Section 1.148-3 of the Rebate Regulations.

(e) Rebate Payments. Each payment required to be made pursuant to subsection (d) of this Section shall be made to the Internal Revenue Service Center, Ogden, Utah 84201, on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T, such form to be prepared or caused to be prepared by or on behalf of the District.

(f) Deficiencies in the Rebate Fund. In the event that, prior to the time of any payment required to be made from the Rebate Fund, the amount in the Rebate Fund is not sufficient to make such payment when such payment is due, the District shall calculate the amount of such deficiency and deposit an amount equal to such deficiency into the Rebate Fund prior to the time such payment is due.

(g) Withdrawals of Excess Amount. In the event that immediately following the calculation required by subsection (b) of this Section, but prior to any deposit made under said subsection, the amount on deposit in the Rebate Fund exceeds the “rebate amount” calculated in accordance with said subsection, upon written instructions from the District, the District shall withdraw the excess from the Rebate Fund and credit such excess to the Debt Service Fund.

(h) Record Retention. The District shall retain records of all determinations made hereunder until three years after the retirement of the Refunding Bonds.

(i) Survival of Defeasance. Notwithstanding anything in this Resolution to the contrary, the Rebate Requirement shall survive the payment in full or defeasance of the Refunding Bonds.

**SECTION 14. Security for the Refunding Bonds.** There shall be levied on all the taxable property in the District, in addition to all other taxes, a continuing direct *ad valorem* tax annually during the period the Refunding Bonds are outstanding in an amount sufficient to pay the principal

and Maturity Value of and interest on the Refunding Bonds when due, which moneys when collected will be placed in the Debt Service Fund of the District, which fund is irrevocably pledged for the payment of the Principal and Maturity Value of and interest on the Refunding Bonds when and as the same fall due. The District covenants to cause Contra Costa County to take all actions necessary to levy such *ad valorem* tax in accordance with this Section 14 and Section 53559 of the Act.

**SECTION 15. Arbitrage Covenant.** The District will restrict the use of the proceeds of the Refunding Bonds in such manner and to such extent, if any, as may be necessary, so that the Refunding Bonds will not constitute arbitrage bonds under Section 148 of the Code and the applicable regulations prescribed under that Section or any predecessor section.

**SECTION 16. Legislative Determinations.** The Board determines that all acts and conditions necessary to be performed by the Board or to have been met precedent to and in the issuing of the Refunding Bonds in order to make them legal, valid and binding general obligations of the District have been performed and have been met, or will at the time of delivery of the Refunding Bonds have been performed and have been met, in regular and due form as required by law; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Refunding Bonds. Furthermore, the Board finds and determines pursuant to Section 53552 of the Act that the prudent management of the fiscal affairs of the District requires that it issue the Refunding Bonds without submitting the question of the issuance of the Refunding Bonds to a vote of the qualified electors of the District.

**SECTION 17. Official Statement.** The Preliminary Official Statement relating to the Refunding Bonds, substantially in the form on file with the Clerk of the Board is hereby approved and the Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deliver such Preliminary Official Statement to the Underwriter to be used in connection with the offering and sale of the Refunding Bonds. The Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deem the Preliminary Official Statement "final" pursuant to 15c2-12 of the Securities Exchange Act of 1934, prior to its distribution and to execute and deliver to the Underwriter a final Official Statement, substantially in the form of the Preliminary Official Statement, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve. The Underwriter is hereby authorized to distribute copies of the Preliminary Official Statement to persons who may be interested in the purchase of the Refunding Bonds and is directed to deliver copies of any final Official Statement to the purchasers of the Refunding Bonds. Execution of the Official Statement shall conclusively evidence the District's approval of the Official Statement.

**SECTION 18. Insurance.** In the event the District purchases bond insurance for the Refunding Bonds, and to the extent that the Bond Insurer makes payment of the Principal, interest or Accreted Value of the Refunding Bonds, it shall become the Owner of such Refunding Bonds with the right to payment of Principal, interest or Accreted Interest on the Refunding Bonds, and shall be fully subrogated to all of the Owners' rights, including the Owners' rights to payment thereof. To evidence such subrogation (i) in the case of subrogation as to claims that were past due interest components, the Paying Agent shall note the Bond Insurer's rights as subrogee on the registration books for the Refunding Bonds maintained by the Paying Agent upon receipt of a copy of the cancelled check issued by the Bond Insurer for the payment of such interest to the Owners of the Refunding Bonds, and (ii) in the case of subrogation as to claims for past due Principal or Accreted Value, the Paying Agent shall note the Bond Insurer as subrogee on the registration books for the

Refunding Bonds maintained by the Paying Agent upon surrender of the Refunding Bonds by the Owners thereof to the Bond Insurer or the insurance trustee for the Bond Insurer.

**SECTION 19. Defeasance.** All or any portion of the outstanding maturities of the Refunding Bonds may be defeased prior to maturity in the following ways:

(a) Cash: by irrevocably depositing with an independent escrow agent selected by the District an amount of cash which together with amounts then on deposit in the Debt Service Fund is sufficient to pay all Refunding Bonds outstanding and designated for defeasance (including all Principal, Accreted Value and interest represented thereby and prepayment premiums, if any) at or before their maturity date; or

(b) Government Obligations: by irrevocably depositing with an independent escrow agent selected by the District noncallable Government Obligations, together with cash, if required, in such amount as will, in the opinion of an independent certified public accountant, together with interest to accrue thereon and moneys then on deposit in the Debt Service Fund together with the interest to accrue thereon, be fully sufficient to pay and discharge all Refunding Bonds outstanding and designated for defeasance (including all Principal, Accreted Value and interest represented thereby and prepayment premiums, if any) at or before their maturity date;

then, notwithstanding that any of such Refunding Bonds shall not have been surrendered for payment, all obligations of the District with respect to all such designated outstanding Refunding Bonds shall cease and terminate, except only the obligation of the Paying Agent or an independent escrow agent selected by the District to pay or cause to be paid from funds deposited pursuant to paragraphs (a) or (b) of this Section, to the Owners of such designated Refunding Bonds not so surrendered and paid all sums due with respect thereto.

For purposes of this Section, Government Obligations shall mean:

Direct and general obligations of the United States of America (which may consist of obligations of the Resolution Funding Corporation that constitute interest strips), or obligations that are unconditionally guaranteed as to principal and interest by the United States of America, or "prerefunded" municipal obligations rated in the highest rating category by Moody's Investors Service or Standard & Poor's. In the case of direct and general obligations of the United States of America, Government Obligations shall include evidences of direct ownership of proportionate interests in future interest or principal payments of such obligations. Investments in such proportionate interests must be limited to circumstances where (a) a bank or trust company acts as custodian and holds the underlying United States obligations; (b) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying United States obligations; and (c) the underlying United States obligations are held in a special account, segregated from the custodian's general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated; provided that such obligations are rated or assessed "AAA" by Standard & Poor's or "Aaa" by Moody's Investors Service.

**SECTION 20. Other Actions, Determinations and Approvals.**

(a) Officers of the Board, District Officials and staff are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Refunding Bonds and otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

(b) The Board hereby finds and determines that both the total net interest cost to maturity on the Refunding Bonds plus the principal amount of the Refunding Bonds will be less than the total net interest cost to maturity on the Refunded Bonds plus the principal amount of the Refunded Bonds, and the total net interest cost to maturity on the Refunding Bonds plus the principal amount of the Refunding Bonds attributable to the Series A Bonds, the Series B Bonds and the Series C Bonds, respectively, will be less than the net interest cost to maturity plus the principal amount of each of the respective series of Refunding Bonds.

(c) The Board anticipates that the Refunding Bonds will be redeemed on the first optional prepayment date of such Refunded Bonds following the issuance of the Refunding Bonds.

(d) The Board hereby appoints The Bank of New York Mellon Trust, N.A. as Escrow Agent for the Refunding Bonds and authorizes the preparation of the Escrow Agreement by Bond Counsel. The Authorized Officers, each alone, are hereby authorized to execute the Escrow Agreement with such changes as they shall approve, such approval to be conclusively evidenced by such individual's execution and delivery thereof.

(e) The Board hereby appoints Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California, as Bond Counsel and GCR, LLP as Disclosure Counsel, and KNN Public Finance, Oakland, California, as Financial Advisor to the District, all with respect to the issuance of the Refunding Bonds.

(f) Notwithstanding any other provisions herein, the provisions of this Resolution may be amended by the Purchase Contract and the Official Statement; if the Purchase Contract so provides, the Refunding Bonds may be issued as crossover refunding bonds pursuant to Section 53558(b) of the Government Code.

**SECTION 21. Resolution to the County.** The Clerk of this Board is hereby directed to provide a certified copy of this Resolution to the Treasurer and Tax Collector of Contra Costa County immediately following its adoption.

**SECTION 22. Continuing Disclosure.** The District hereby covenants and agrees that it will comply with and carry out all of the provisions of that certain Continuing Disclosure Certificate executed by the District and dated the date of issuance and delivery of the Refunding Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof. Any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section. Noncompliance with this Section shall not result in acceleration of the Refunding Bonds.

**SECTION 23. Recitals.** All the recitals in this Resolution above are true and correct and this Board so finds, determines and represents.

**SECTION 24. Effective Date.** This Resolution shall take effect immediately upon its passage.

**PASSED AND ADOPTED** this 27<sup>th</sup> day of July, 2011, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

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President, Board of Education  
West Contra Costa Unified School District

Attest:

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Clerk, Board of Education  
West Contra Costa Unified School District



## SECRETARY'S CERTIFICATE

I, \_\_\_\_\_, Secretary of the Board of Education of the West Contra Costa Unified School District, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Education of said District duly and regularly and legally held at the regular meeting place thereof on July 27, 2011, of which meeting all of the members of the Board of said District had due notice and at which a quorum was present.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office and the foregoing is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes.

Said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: \_\_\_\_\_, 2011

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Secretary