

**WEST CONTRA COSTA
UNIFIED SCHOOL DISTRICT**

BOARD OF TRUSTEES



MISSION STATEMENT

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

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

MEETING OF
January 18, 2012

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
MEETING AGENDA
JANUARY 18, 2012**

BOARD AGENDA PACKETS AND INFORMATION:

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

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

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

VIEWING THE BOARD MEETINGS:

Television:

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

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

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

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

ATTENDING BOARD MEETINGS:

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

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

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

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

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

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

B. OPENING PROCEDURES

- B.1 Pledge of Allegiance**
- B.2 Welcome and Meeting Procedures**
- B.3 Roll Call**
- B.4 Presentation of Student Board Representative from Hercules High School**
- B.5 Report/Ratification of Closed Session**
- * **B.6 Agenda Review and Adoption (Public Comment)**
- * **B.7 Minutes: January 4, 2012; January 7, 2012**

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 Summary of Vendor Warrant Reports**

Comment:

The summaries of Payroll & Vendor Warrants issued during the month of December, 2011 are provided.

Total of payroll warrants (December 2011):	\$ 9,026,042
Total of vendor warrants (December 2011):	\$19,496,172

Recommendation:

Recommend approval of the payroll and vendor warrant reports

Fiscal Impact:

As noted above

***CI C.2 Adoption of Resolution No.79-1112 Replacement of Outdated Warrant**

Comment:

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

Recommendation:

Recommend approval to replace the outdated warrant

Fiscal Impact:

None

***CI C.3 Enterprise Resource Planning/System Software**

Comment:

The District's Enterprise Resource Planning/ System software includes the functionality for Human Resources, Budget, Accounting, Payroll, Purchasing as well as site level access for reports and automated purchase requisitions. It became clear in the Fall of 2010 that the current system used by the District, Bi-Tech, was going to have undergo some major upgrades which would amount to a system conversion. (Bi-tech has since notified the District that it will no longer be supporting the software currently in use.) With that in mind a Stakeholder User Team, composed of fifteen users each representing a major functional area, was formed to examine options and the team determined that since a system conversion was necessary a request for proposal (RFP) should be developed. The RFP includes requirements for each area for which the District already maintains software solutions as well as for areas the team wishes to expand the potential for the District to implement additional software solutions. For instance, the team is interested in expanding software to include an improved employee timekeeping, leave and benefits module as well as applicant tracking and employee/applicant self-service portals. Through a series of work sessions and multiple edits the team prepared and published an RFP in April of 2011. RFP submissions were accepted through June 24, 2011. Four RFPs were submitted.

The Stakeholder User Team reviewed each RFP against the requested components and determined that three vendors would move into the product demonstration phase. The product demonstrations were held at Harding Elementary School during the end of July and beginning of August 2010. Every department had strong attendance at the demonstrations and provided feedback regarding the software proposals. The Stakeholder User Team then arranged to have the top ranked vendor, Tyler-Munis, provide a hands-on demonstration in the District's technology lab over the course of a week. Each department was able to send attendees for a more in depth examination of the software during the product demonstration.

Tyler-Munis is the vendor which provides Enterprise Resource Planning/ System software to the City of Richmond, San Jose Unified School District as well as other school districts, and is currently in a phased implementation project with fifteen of the eighteen districts within Contra Costa County. As a result of the large scale implementation within the county the District can leverage the negotiation for implementation using the Contra Costa County of Education pricing afforded the fifteen districts in the process of conversion. Staff is in the process of making inquiries to reference districts regarding the implementation process as well as follow up questions regarding specific functionality for certain departmental functions. Once that is done staff proposes to begin negotiations for final pricing and then engage in project planning. Staff is requesting that the Board authorize staff to negotiate terms for the software, hosting and implementation of the Enterprise Software System. Once staff has finalized the contract negotiation the contract will be placed on the Board's agenda for ratification.

Recommendation:

Approve the negotiation of a contract for implementation of the Enterprise Software System.

Fiscal Impact:

Two year project budget estimate including internal staff resources; \$2.7 million. \$2.2 million Technology/Measure D Bond, and \$500,000 Special Reserve.

***CI C.4 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.5 Approve the following Reclassification of Assessment Supervisor, Schedule 4, Range 68 in the Assessment Department and revised job description**

Comment:

The Reclassification process involves the impartial review of all requests for “desk audits” of classified positions as outlined in Article 3.1 of our contract with School Supervisors Association.

Recommendations regarding reclassification are based on a thorough investigation that may result in an upgrading of a position to a higher classification as a result of the increased duties being performed by the incumbent in such a position.

A significant number of the project management duties, previously performed by the certificated Coordinator of Assessment, a position that was vacated in 2009 and not filled, have resulted in increased responsibilities and expectations of the required tasks assigned to the Assessment Supervisor position.

Salary was negotiated with SSA and the agreed upon range brings this position into alignment with comparable district supervisory positions.

Recommendation:

Recommend Approval

Fiscal Impact:

\$10,424/year in increased salary and applicable increases in retirement contributions

***CI C.6 Resolution No. 82-1112: Recognition of West Contra Costa Unified School District Job Shadow Day February 2, 2012 and Recognition of February 2012 as National Job Shadow Month**

Comment:

Resolution No. 82-1112 recognizes and acknowledges February 2, 2012 as WCCUSD Job Shadow Day and the month of February 2012 as National Job Shadow Month. Job Shadow is an academically motivating activity designed to give kids the unique opportunity of an up-close look at the world of work. Beginning with a nationwide kickoff on February 2, 2012, and continuing throughout the school year, students across America will “shadow” workplace mentors as they go through a normal day on the

job. The program invites students to see firsthand how the skills learned in school relate to the workplace. Job Shadow 2012 is led by the National Job Shadow Coalition.

Recommendation:

Recommend Approval

Fiscal Impact:

None

***CI C.7 Single Plans for Student Achievement (SPSAs)**

Comment:

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

- a description of how parents are involved in the school program;
- Adequate Yearly Progress (AYP) data analysis and assessment of student learning;
- an action plan for improving student achievement and closing the achievement gap;
- a plan to improve attendance; and
- a plan to promote a safe, welcoming and disciplined learning environment.
- Title I Parent Involvement Policy (as needed for Title I schools)
- Requirements to meet Title I School-wide program elements (as needed for existing and newly identified School-wide programs)

Training and support are provided to assist schools in using the template, analyzing data and completing the SPSAs. The plans are developed and approved by the School Site Councils (SSCs). All District school plans, except for DeAnza and Hercules Middle High School, are available for review on the District website and at the Educational Services Department located at the Vista Campus. DeAnza and Hercules Middle High School's SPSAs will come before the board at a later date.

Recommendation:

Recommend Approval

Fiscal Impact:

Categorical revenue

***CI C.8 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: \$163,200. Funding sources as noted.

***CI C.9 Ratification and Approval of Negotiated Change Orders**

Comment:

Staff is seeking ratification of change orders on the following current District construction projects: Dover ES New School and Nystrom ES Multipurpose Room. Change orders are fully executed by the District upon signature by the Superintendent's designee. Board ratification is the final step required under state law in order to complete payment and contract adjustment.

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

Recommendation:

Ratify negotiated Change Orders as noted

Fiscal Impact:

Total ratification and approval by this action: \$403,282.62

***CI C.10 Approval of Richmond High School Construction Document Design Fees**

Comment:

Richmond High School Campus Improvements is one of the listed projects in Measure D-2010 Bond. Master Plan Documents have been completed by Baker Vilar Architects, and approved by the Board of Trustees on April 13, 2011. The scope of work includes schematic design, design development, and construction document services by the architect and the architect's sub-consultants.

Recommendation:

Approve proposed Richmond High School Construction Document Design Fees

Fiscal Impact:

Total for this action: \$1,896,202. Funding sources as noted.

***CI C.11 Compliance with the California Environmental Quality Act: Adopt Resolution 81-1112 Authorizing Adoption of a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Plan for and Approval of the Coronado Relocation to Kennedy High School Project**

Comment:

District staff retained PMC to prepare a study under the California Environmental Quality Act (“CEQA”) to evaluate the possible environmental impact of the proposed Coronado Relocation to Kennedy High School Project. PMC prepared and issued an Initial Study. As part of the Initial Study the consultants completed a traffic impact analysis, noise impact analysis, and air quality impact analysis. The District Facilities Subcommittee held a public input meeting on December 13, 2011. The District has thoroughly analyzed the environmental checklist to determine that the potential impacts from the Project could be mitigated to less than significant. The District issued the Notice of Intent to Adopt a Mitigated Negative Declaration and to hold a public hearing on December 7, 2011. The 30 day Public Comment period ended on January 6, 2012. To the extent that the District receives written comments, the written comments and District’s written responses to the comments, if any, will be made a part of the record at the Board meeting.

The Mitigated Negative Declaration is attached to the proposed resolution along with proposed mitigation measures which will mitigate any environmental impacts from the Project to a level of insignificance. The Board recommendation includes the Initial Study, the Mitigated Negative Declaration, the responses to comments, and the proposed Mitigation Monitoring and Reporting Plan. Together these documents form the Final Mitigated Negative Declaration.

The recommendation of the Mitigated Negative Declaration was discussed and approved by the Facilities Subcommittee at its meeting on December 13, 2011.

Recommendation:

Adopt Resolution 81-1112, Authorizing Adoption of a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Plan for and Approval of the Coronado Relocation to Kennedy High School Project.

Fiscal Impact:

Full fiscal impact not known. Future projects will be presented for award. Projects will be funded from the Measure J Bond Fund.

***CI C.12 Restroom Surface Repairs at Washington Elementary School**

Comment:

The Washington Elementary School Restroom Resurfacing Project consists of the removal and replacement of toilet room substrates, application of tile system and accessories, removal and reinstallation of all items and fixtures over tiled area, testing for adequate performance of removed and reinstalled items, painting of ceilings and walls above tile, patching and resurfacing existing epoxy floor coating, and application of additional sealer coats over epoxy floor coating.

The District engaged in a public bid process for the project. Bids were opened on December 9, 2011. Seven contractors submitted bids. They are as follows: Streamline Builders, \$78,900; Affordable Painting, \$91,700; Hung Construction, \$92,000; Showtime, \$105,000; AM Woo, \$114,000; Arthulia Inc., \$122,000; and CLY Inc., \$139,973. The apparent lowest bidder is Streamline Builders, \$78,900.

Recommendation:

Award contract to Streamline Builders

Fiscal Impact:

\$78,900. Funded by the Measure J Bond.

***CI C.13 Resolution No. 78-1112: Level II and Level III Developer Fees**

Comment:

Government Code Section 65995.5, Section 65995.6, and Section 65995.7 regarding school facilities fees require that a School Facilities Needs Analysis be conducted yearly to determine the amount to be charged for developer fees for Level II and Level III residential construction. Due to student generation factors, cost of construction and site acquisition costs, the Level II fee will increase from \$4.41 per square foot to \$4.84 per square foot for new residential construction. The new fee will go into effect January 19, 2012, if approved by the Board. If not approved by the Board, the District would not be eligible to collect Level II fees, and the Level I fee of \$2.97 per square foot would be charged for new residential construction as well as for construction of additions. This analysis was conducted according to state guidelines.

A copy of the School Facilities Analysis is available for review by the public in the Facilities Planning and Construction Department and at the WCCUSD front desk located at 1108 Bissell Avenue in Richmond, CA.

The recommendation of Resolution No. 78-1112, Level II and Level III Developer Fees was discussed and approved by the Facilities Subcommittee at its meeting on January 11, 2012.

Recommendation:

Recommend approval of Resolution No. 78-1112

Fiscal Impact:

Increase in Level II Developer Fees of \$.43 per square feet.

***CI C.14 Williams Lawsuit Complaints Quarterly Report**

Comment:

The Williams Lawsuit requires that a quarterly report be brought before the Board of Education reflecting the number of complaints filed with any school in the district during a particular quarter. This report reflects the time period from October 1, 2011 through December 31, 2011.

Recommendation:

Recommend Approval

Fiscal Impact:

None

***CI C.15 Approve Assigning Contract with SGI to SGI-CM**

Comment:

The District's Program Manager, The Seville Group, Inc., doing business as SGI Construction Management ("SGI"), has requested that the District consent to assignment of the program management agreement from SGI to a successor entity, SGI Construction Management LLC ("SGI-CM"), effective December 31, 2011. SGI's President has provided assurances that the same management team under the

existing contract will continue to perform the obligations through the new entity, SGI-CM. Staff has requested and reviewed additional information regarding SGI-CM, including financial, insurance, and staffing plan information, and has SGI-CM to be acceptable as a successor to SGI. As SGI's performance to date under its Program Management Agreement with the District has been acceptable, staff recommends that the Board consent to the assignment of SGI's rights and obligations to the new entity, SGI Construction Management LLC.

Recommendation:

Recommend Approval

Fiscal Impact:

No additional impact

***CI C.16 Community Outreach Consultant**

Comment:

At the November 16, 2011 Board meeting, Board President Ramsey appointed Board members Madeline Kronenberg and Antonio Medrano to serve as Board representatives to a community outreach process to help the Board determine whether a parcel tax renewal / extension would be supported in the community. Mr. Medrano and Ms. Kronenberg invited the Bayside PTA as well as the four local employee union representatives to participate in the selection process for a consultant who could help the District with the outreach to the community. The consultant will assist the District in preparing for submitting a parcel tax measure to the electorate by establishing community outreach strategies to assess the potential support and opposition to the measure, the public's awareness of the district's financial needs, and the overall feasibility of developing a parcel tax measure that could win voter approval. Three consultant firms were interviewed on January 5, 2012. The group agreed to engage the firm of Whitehurst/Mosher to serve as the district's outreach consultant.

Recommendation:

That the Board approve Whitehurst/Mosher as the community outreach consultant and authorize the Superintendent to sign a contract with the firm.

Fiscal Impact:

Not to exceed \$28,000

D. AWARDS, RECOGNITIONS, AND REPORTS

*** D.1 Report on the Teach for American History (TAH) Grant Award by the Department of Education**

Comment:

West Contra Costa Unified School District Teach for American History grant is providing intensive professional development to enhance teachers' content knowledge, teaching skills and understanding of *traditional American History* thus improving student achievement. We targeted 3rd, 8th and 11th grade teachers. Two three-year cohorts are serving 34 teachers each and a Historian Lecture Series has included 50 teachers. Over five years, 118 teachers have been served. This three-year intensive professional development program for teachers includes an optional MA in Education in Teaching American History.

Support has been offered at monthly meetings, with opportunities provided for teachers to collaborate, share lesson plans, and discuss problems and successes using a Lesson Study approach. Teachers have (a) met regularly throughout the grant period; (b) collaborated online through message-boards and list serves, and (c) have shared questions, resources, student work and teaching strategies.

The TAH is partnering with two Institutions of Higher Education (IHE), Sonoma State University (SSU) and Temple University, Philadelphia, two local museums, the Richmond Historical Museum and the Rosie the Riveter Home Front National Historic Park and three historical organizations, Organization of American Historians, the Constitutional Rights Foundation and Out of the Box Consultants.

Recommendation:

For Information Only

Fiscal Impact:

None

* **D.2 Out-of-School Time Initiative/Summer Learning Loss Report**

Comment:

Jennifer Peck, Partnership for Children and Youth, and Joel Mackey, The Ed. Fund, will report on summer learning loss, the Out-of-School Time Initiative, and the importance of summer learning opportunities from a national, state, and local perspective.

Recommendation:

For Information Only

Fiscal Impact:

None

* **D.3 Presentation of the 2010-2011 Audit Report by Crowe Horwath LLP**

Comment:

Matthew Nethaway, Partner, Crowe Horwath LLP (formerly Perry Smith LLP), will present their independent audit report of the West Contra Costa Unified School District's financial position, internal control, and federal and state compliance for the year ended June 30, 2011.

The 2010-11 Audit Report is posted on the WCCUSD web site and a copy is at the reception desk at 1108 Bissell Avenue, Richmond, CA.

Recommendation:

Staff recommends acceptance of the audit report.

Fiscal Impact:

None

* **D.4 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
Select Committee on High Schools
Youth Commission
Public Employees Local 1
School Supervisors Association
United Teachers of Richmond

* **D.5 In Memory of Members of the School Community**

Comment:

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

Robert Repicky passed away on December 11, 2011. He worked as an elementary school teacher for 35 years, retiring in 2007 from Ohlone Elementary School. He shared his energy and enthusiasm for learning with his students. He enjoyed coaching soccer, softball and tennis. He also served for eight years on the Martinez Unified School District Board of Education.

George Livingston, who was the first election black mayor of Richmond, has died at the age of 78 after a long illness. He began his career in politics in 1965 when he was elected to the City Council. He completed his service in 1993 as Mayor of Richmond.

Recommendation:

For Information Only

Fiscal Impact:

None

E. PUBLIC AND COMMITTEE COMMUNICATIONS

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

* **E.1 Superintendent’s Report**

* **E.2 Request to Address the Board – Billy Alexander**

Comment:

Mr. Alexander would like to address the Board about Kwanzaa.

Recommendation:

For Information Only

Fiscal Impact:

None

* **E.3 Request to Address the Board – Nancy L. Barker**

Comment:

Ms. Barker would like to address the Board about Kwanzaa.

Recommendation:

For Information Only

Fiscal Impact:

None

* **E.4 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 Transitional Kindergarten (TK)**

Comment:

Transitional Kindergarten is the first year of a two-year kindergarten program that uses a modified kindergarten curriculum that is age and developmentally appropriate. Each elementary school or unified school district must offer Transitional Kindergarten classes for all children eligible to attend. A child who completes one year in a Transitional Kindergarten program, shall continue in a kindergarten program for one additional year. A child is eligible for Transitional Kindergarten, if they have their fifth birthday between (EC 48000[c]):

- November 2, 2007 and December 2, 2007 for the 2012-13 school year.
- October 2 and December 2 for the 2013-14 school year.
- September 2 and December 2 for the 2014-15 school year and each school year thereafter.

Staff will discuss Transitional Kindergarten (TK) options for the 2012-2013 School Year.

Recommendation:

Board to take action on one of the TK options.

Fiscal Impact:
None

*** F.2 Resolution No. 80-1112: 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 parameter of savings previously directed by the Board is 4% present value savings, this resolution sets the same level of savings.

This Resolution authorizes the refunding of up to \$140,000,000 of General Obligation (GO) bonds pursuant to the terms and conditions of sale within the resolution. The sale may be set when market conditions indicate that the savings targeted can be realized.

The Preliminary Official Statement (POS), which is a required component of the bond sale, must be up to date at the time of the sale. Therefore, the Board will need to adopt the POS at a future meeting, when the potential for a sale is imminent.

Recommendation:
Recommend Approval

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 – February 1, 2012

K. ADJOURNMENT

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

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

A. CLOSED SESSION

A.1 CALL TO ORDER

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

A.3 RECESS TO CLOSED SESSION AS SCHEDULED

See Exhibit A

(Government Code Section 54954.5)

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

EXHIBIT A

(Government Code Section 54954.5)

CLOSED SESSION AGENDA

January 18, 2012

1. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

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

- a. WCCUSD v. Orrick
- b. Srago v. WCCUSD

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

Four cases

4. LIABILITY CLAIMS (Government Code Section 54956.95)

5. CONFERENCE WITH LABOR NEGOTIATORS

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

- c. Unrepresented Employees
 - Confidential and Management

6. PUBLIC EMPLOYEE APPOINTMENT

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

8. STUDENT DISCIPLINE (Education Code Section 35146)

Expulsions

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

Certificated / Classified Employee Dismissal

10. REPORT OF CLOSED SESSION ACTIONS

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

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education

Meeting Date: January 18, 2012

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

Agenda Item: B.4

Subject: Presentation of Student Board Representative from Hercules High School

Background Information:

A Student Board Representative from Hercules High School will attend the Board of Education on January 18, 2012. We would like to recognize and commend their participation.

Recommendation: For Information Only

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

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

Agenda Item B.7

January 4, 2012

A. CLOSED SESSION

B. OPENING PROCEDURES

President Charles Ramsey called the meeting to order at 5:30 P.M. The Board recessed into Closed Session. President Ramsey passed the gavel to Clerk Antonio Medrano in order to call the Public Session to order at 6:35 P.M.

B.1 Pledge of Allegiance

Clerk Medrano led the pledge of allegiance.

B.2 Welcome and Meeting Procedures

Clerk Medrano offered welcome and instructions to the public regarding the meeting.

B.3 Roll Call

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

Staff Present: Magdy Abdalla, Director Facilities Construction; Steve Collins SELPA Director; Susan Dunlap, Coordinator Education Services; Bill Fay, Associate Superintendent for Operations; Luis Freese, Executive Director Maintenance and Operations; Sheri Gamba, Associate Superintendent for Business Services; Wendell Greer, Associate Superintendent K-Adult Schools; Bruce Harter, Superintendent; Debbie Haynie, Executive Secretary; Joshua Herrera, Electronics Technician; Charles Johnson, Campus Security Officer; Liz Lonsdale, Principal Ohlone Elementary; Joe Mayes, Maintenance Manager; Reyna Ortiz de Tourel, Translator; Lyn Potter, Director Categorical and Instructional Support Services; Nia Rashidchi, Assistant Superintendent Educational Services; Ann Reinhausen, Assistant Superintendent Human Resources; Vince Rhea, Executive Director; Mike Wasilchin, Coordinator Disaster Preparedness and Safety

B.4 Presentation of Student Board Representative from Hercules School

None

President Ramsey assumed the gavel and continued the meeting.

B.6 Report/Ratification of Closed Session

Superintendent Harter asked the Board to ratify the action taken in Closed Session regarding the appointment of Keith Holtslander as Director of Facilities.

Motion: Mr. Medrano moved to ratify the action taken in Closed Session regarding the appointment of Mr. Keith Holtslander as Director of Facilities. Ms. Kronenberg seconded. Ms. Kronenberg, Mr. Medrano, Tony Thurmond and President Ramsey voted yes, with Ms. Merriweather abstaining and no absences. Motion carried 4-0-1-0.

B.7 Agenda Review and Adoption

MOTION: Mr. Medrano moved approval of the agenda and moving items F. 1 and F.2 to follow item D.1. Mr. Thurmond seconded. Ms. Kronenberg, Mr. Medrano, Ms. Merriweather, Tony Thurmond, and President Ramsey voted yes with no abstentions and no absences. Motion carried 5-0-0-0.

B.8 Minutes: December 7, 2011; December 12, 2011

MOTION: Ms. Kronenberg moved approval of the Minutes of December 7, 2011 and December 12, 2011. Mr. Medrano seconded. Ms. Kronenberg, Mr. Medrano, Ms. Merriweather, Mr. Thurmond and President Ramsey voted yes with no abstentions and no absences. Motion carried 5-0-0-0.

C. BUSINESS ITEMS

- C.1 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 Contracted Services**
- C.6 Notice of Completions: Bid J068299 Hanna Ranch Elementary School Roof Repairs Phase I, Bid J068270 Portola Middle School Temp Campus Site Work**
- C.7 Notification of Claims Rejected**
- C.8 Certificated Board Authorization - Education Code 44285.3**
- C.9 Routine Personnel Changes – Certificated**
- C.10 Routine Personnel Changes – Classified**
- C.11 Approval of Board Members Attending 2012 Conferences**
- C.12 Ratification and Approval of Engineering Services Contracts**
- C.13 Ratification and Approval of Negotiated Change Orders**
- C.14 Joint Use Agreement between the District and the City of El Cerrito for the use of Recreational Facilities for Portola Middle School**
- C.15 Nystrom Elementary School Temporary Campus Modularity Award of Contract**
- C.16 Pinole Middle School Interim Housing Demolition Project**
- C.17 Richmond High School Fiber Optics Project**
- C.18 Approval of Increase in District Allocation for Maritime Center Renovations Project**

MOTION: Ms. Merriweather moved approval of Consent Items C.1 – C.18. Ms. Kronenberg seconded. Ms. Kronenberg, Mr. Medrano, Ms. Merriweather, Tony Thurmond, and President Ramsey voted yes with no abstentions and no absences. Motion carried 5-0-0-0.

D. AWARDS, RECOGNITIONS, AND REPORTS

President Ramsey acknowledged former State Superintendent Jack O'Connell who was in the audience.

D.1 Report on the Advanced Placement program in West Contra Costa Unified School District

Mr. Wendell Greer provided background about the Advanced Placement program including the requirements for course development and teacher training. He spoke about the various designations for student achievement; the National AP Scholar, Scholar with Honor, Scholar with Distinction, and Scholar. He said that 105 students received these distinctions having taken exams over the past year. Sixty-six teachers currently teach 76 sections of AP courses with a college level curriculum. Mr. Greer individually acknowledged the teachers and students who were in attendance. Certificates of acknowledgement will be provided to all. Mr. Greer continued to speak about the commitment required of teachers and students.

Public Comment:

None

Board Comment:

Mr. Medrano commended the teachers for the work put into the classes and the exam preparation. He also acknowledged the students.

Mr. Ramsey thanked the teachers for setting the standard and said that the District will continue to seek funding for exam fee waivers.

F.1 Fiscal Systems Sufficiency Audit - Conditions for State Loan Payoff

Ms. Gamba introduced Auditor Caroline Larson of Vavrinek, Trine, Day & Co., LLP, who provided a report on her findings. Ms. Gamba spoke about the requirement of the Ed Code to determine adequate fiscal systems and controls in place. She said that this report will be delivered to the State Superintendent of Schools, requesting relinquishment of oversight. Ms. Gamba will also notify the I-Bank of the District's intent to prepay the state loan.

Public Comment:

Robert Studdiford

Board Comment:

Ms. Kronenberg thanked Ms. Larson for her presentation and its positive tone, and spoke about the trustee's guidance over the last twenty years. Ms. Kronenberg said she hoped the report will be communicated with the positive tone of Ms. Larson's oral report.

Mr. Medrano asked about next steps. Ms. Gamba responded that the next step is to ask the State Superintendent to relinquish the authority of state oversight. The District also will notify the I-Bank of the intent to pay off the loan. She said that ultimately the decision to accept the payoff rests with State Superintendent Torlakson. Mr. Medrano continued to commend Ms. Larson for her comments about the leadership over the years and making tough decisions for better management.

Mr. Thurmond said the report gives outside validation of the District's ability to take back control of leadership of its affairs and the negative image that has been prevalent. He said he sees this as an opportunity to tell the story and organize a celebration to thank those who stood beside the District.

Ms. Merriweather said she agreed with Mr. Thurmond that this is an historical event. She commented on the challenges for the future and the funds that will be available for other needs. She asked Ms. Larson to elaborate on her recommendation about upgrading the information systems. Ms. Larson responded. Ms. Merriweather further thanked the community and students for their patience with the process.

President Ramsey spoke in support of upgrading the District data systems in order to better assist staff. He continued to speak about the District being a very different place now than twenty years ago with the many changes. He said that employee benefit costs will continue to go forward even with the loan payoff. He also said that he was glad that Ms. Larson came to speak to publicly in the effort to accomplish the loan payoff.

MOTION: Mr. Medrano moved approval of the Fiscal Systems Sufficiency Audit - Conditions for State Loan Payoff. Ms. Kronenberg seconded. A roll call vote was taken with Ms. Kronenberg, Mr. Medrano, Ms. Merriweather, Tony Thurmond, and President Ramsey voting yes, with no abstentions and no absences. Motion carried 5-0-0-0.

F.2 Public Hearing for Resolution No. 74-1112 for SB 293

Mr. Fay introduced the team of Mark Kelley, Marcus Hibser of HY Architects, Kevin MacQuarrie of WLC Architects, and Lance Jackson of SGI, who introduced the concept and support for the passage of this resolution. Mr. Kelley of the law firm Dannis, Woliver, Kelley, spoke about the new law coming into effect and retention of funds from construction project payments with the statewide standard of 10% held until the completion of the project and then released to the contractor. The reason for the holdback of funds is to protect the District from any problems of performance by the contractor if the project is not finished on time or incorrectly. The change in statute as of January 1, 2012 will limit the amount to 5% for retention for public works projects but allows the Board to determine that the nature of school construction projects is sufficiently complex such that the Board can determine a higher level of retention. Mr. Kelley explained that an increase to 10% can be taken into consideration for substantially complex construction projects.

Mr. Hibser spoke in detail about school construction projects and said the size and complexity of the current bond program suggests that the projects could be considered substantially complex projects.

Mr. MacQuarrie spoke about stringent state requirements for public schools construction. He also spoke of the retention as leverage for finishing projects to satisfaction.

Mr. Lance Jackson, construction program manager, talked about the project manager's task of keeping all players engaged. He reiterated the difficulty of keeping contractors engaged for the completion of projects and mitigating exposure.

Mr. Kelley concluded with the basis of the recommendation for adopting the findings in the resolution.

Public Comment:

None

Board Comment:

President Ramsey asked about the legislative intent behind SB293. Mr. Kelley said that his understanding about this item dealt with allowing some projects to go outside the reduction and retention. Mr. Ramsey asked about other districts that have taken this step. Mr. Kelley responded with information about Evergreen School District in the South Bay Area. Mr. Ramsey asked about challenges to this resolution. Mr. Kelley responded said that in his opinion nearly every project of any substantial size would be deemed substantially complex.

Ms. Kronenberg asked about the finding and designation process. Mr. Kelley clarified.

Mr. Ramsey asked Mr. Abdalla about projects that would be determined substantially complex. Mr. Ramsey also asked about consideration of the Peres dental clinic coming up soon, as well as others. Mr. Abdalla responded.

Mr. Thurmond reiterated that most projects would be determined complex. He asked about a builder's rebuttal about the determining criteria. Mr. Fay responded that maintenance or roofing projects are the kind of projects that would not go through the Department of State Architecture and would not be considered complex. Ms. Merriweather asked about current projects in the 10% status. Mr. Fay responded that it is the current practice. President Ramsey asked what rate cities and counties hold for retention. Mr. Kelley said that he understands that the industry standard is still 10%.

President Ramsey opened the public hearing. Hearing no public comment, President Ramsey closed the public hearing.

MOTION: Mr. Medrano moved approval of Resolution No. 74-1112 for SB 293. Ms. Kronenberg seconded. Ms. Kronenberg, Mr. Medrano, Ms. Merriweather, Tony Thurmond, and President Ramsey voted yes, with no abstentions and no absences. Motion carried 5-0-0-0.

D.2 Report on District Safety / REMS Update

Mr. Wasilchin spoke about the strides in the District's safety plan. He talked about the connection with local law enforcement, county services, charter schools, and other entities in coordinating the plans. Mr. Wasilchin acknowledged Ohlone Principal Liz Lonsdale, who spoke about the accomplishments and challenges at her school site. Campus Security Officer Charles Johnson gave an update on the recent mandated training for school security officers. He said there are now three roving Campus Safety Officers in the District, available to be dispatched as needed, as well as regular staff that provides security, perimeter checks, and insight at campuses.

Public Comment:
None

Board Comment:
President Ramsey thanked staff for the presentation.
Ms. Kronenberg thanked Mr. Wasilchin for his leadership.

President Ramsey asked the Board to consider amending the agenda by moving items E. 2 and F.4 up on the agenda.

MOTION: Mr. Medrano moved approval of moving items E.2 and F. 4 up on the agenda. Ms. Kronenberg seconded. Ms. Kronenberg, Mr. Medrano, Ms. Merriweather, Tony Thurmond, and President Ramsey voted yes, with no abstentions and no absences. Motion carried 5-0-0-0.

E.2 WCCUSD Public Comment

Joanna Pace, Karen Stout, Maria Balmori, Bea Lieberman, Diane Brown, Blanca Ramirez, Patricia Rojas, Sylvia Sandoval

F.4 Presentation and Public Hearing of Initial Bargaining Proposal – United Teachers of Richmond

Ms. Reinhausen provided background regarding the initial bargaining proposal of UTR and then requested holding a public hearing.

President Ramsey opened public hearing.

Public Comment:
Diane Brown, Miesha Gash, Margaret Browne, Mary Flanagan, Kristen Cason, Keith Burton Hall, Jr.

President Ramsey closed public hearing.

Board Comment:
None

MOTION: Mr. Medrano moved approval of the Initial Bargaining Proposal – United Teachers of Richmond. Ms. Kronenberg seconded. Ms. Kronenberg, Mr. Medrano, Ms. Merriweather, Tony Thurmond, and President Ramsey voted yes, with no abstentions and no absences. Motion carried 5-0-0-0.

D.3 Standing Reports

Safety Committee. Mr. Thurmond announced the next meeting to be held at Pinole Valley High School on Wednesday, January 11, 6:00 p.m. Discussion items will include safety concerns, emergency preparedness, and school attendance.

High School Select Committee. President Ramsey spoke about the upcoming meeting to be held at Richmond High. Mr. Medrano announced that the meeting will begin at 6:00 PM, on Thursday, January 12 at Richmond High.

Academic Subcommittee. Ms. Rashidchi talked about the last meeting held on December 13 where math services and results of the academic town hall meetings were discussed. The next meeting is planned for January 10th.

Ivy League Connection. Don Gosney spoke about recent presentations at local high schools for the coming summer programs. He said that interviews will begin in late January and hopes to offer 40 scholarships. He asked the public to take a look at the new website, www.ivyleagueconnection.org. He continued to speak about school site and district support for the program. Mr. Ramsey said the committee is compiling a database for college campuses that ILC students are applying to in order to track the impact and diversity in their college choices.

United Teachers of Richmond. Diane Brown spoke about data regarding the number of students in PE classes and the concern for safety.

Community Budget Advisory Committee. Ms. Gamba said the next meeting is planned for January 19 and is waiting for members to respond in order to determine a quorum.

Facilities Subcommittee. Mr. Medrano announced the next meeting for Wednesday, January 11, 4:00 p.m. at the Facilities Operations Center.

D.4 Budget Update for 2011-2012

Ms. Gamba spoke about the State's recent announcement regarding mid-year triggers and their impact to the District's finances.

Public Comment:
None

Board Comment:
None

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 events in the District.

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

F. ACTION ITEMS

F.1 Fiscal Systems Sufficiency Audit - Conditions for State Loan Payoff
This item was moved to follow item D.1.

F.2 Public Hearing for Resolution No. 74-1112 for SB 293
This item was moved to follow item F.1.

F.3 Presentation and Public Hearing of Initial Bargaining Proposal – Public Employees Union, Local One
Ms. Reinhausen asked the Board to accept the District's proposal for negotiations with Public Employees Union, Local One.

President Ramsey opened public hearing.

Public Comment:

None

President Ramsey closed the public hearing.

Board Comment:

None

MOTION: Mr. Medrano moved approval of the Initial Bargaining Proposal – Public Employees Union, Local One. Ms. Kronenberg seconded. Ms. Kronenberg, Mr. Medrano, Ms. Merriweather, Tony Thurmond, and President Ramsey voted yes, with no abstentions and no absences. Motion carried 5-0-0-0.

- F.4 Presentation and Public Hearing of Initial Bargaining Proposal – United Teachers of Richmond**
This item was moved to follow item E.2.

- F.5 Presentation and Public Hearing of Initial Bargaining Proposal for WCCUSD to UTR**

President Ramsey opened public hearing.

Public Comment:

None

President Ramsey closed public hearing.

Board Comment:

None

MOTION: Mr. Medrano moved approval of the Initial Bargaining Proposal for WCCUSD to UTR. Ms. Kronenberg seconded. Ms. Kronenberg, Mr. Medrano, Ms. Merriweather, Tony Thurmond, and President Ramsey voted yes, with no abstentions and no absences. Motion carried 5-0-0-0.

- F.6 Presentation and Public Hearing of Initial Bargaining Proposal of West Contra Costa Administrators Association**

President Ramsey opened public hearing.

Public Comment:

None

President Ramsey closed public hearing.

Board Comment:

None

MOTION: Mr. Medrano moved approval of the Initial Bargaining Proposal of West Contra Costa Administrators Association. Mr. Thurmond seconded. Ms. Kronenberg, Mr. Medrano, Ms. Merriweather, Tony Thurmond, and President Ramsey voted yes, with no abstentions and no absences. Motion carried 5-0-0-0.

- F.7 Presentation and Public Hearing of Initial Bargaining Proposal – West Contra Costa Administrators Association**

President Ramsey opened public hearing.

Public Comment:

None

President Ramsey closed public hearing.

Board Comment:

None

MOTION: Mr. Medrano moved approval of the Initial Bargaining Proposal – West Contra Costa Administrators Association. Ms. Kronenberg seconded. Ms. Kronenberg, Mr. Medrano, Ms. Merriweather, Tony Thurmond, and President Ramsey voted yes, with no abstentions and no absences. Motion carried 5-0-0.

G. DISCUSSION ITEMS

G.1 Project Status Report – Facilities Planning and Construction

Mr. Abdalla provided an update of the facilities and construction projects in the district.

Public Comment:

None

Board Comment:

Mr. Ramsey asked Mr. Fay to bring back a proposed staffing plan for the Facilities Construction Department. He also asked for schedules for several projects including the Peres dental project, Helms field, El Cerrito stadiums, and Montalvin. Discussion continued about the construction timeline for Montalvin.

Mr. Medrano asked for a date for the Ford move in to the new facility. Mr. Fay said that the proposed date is set for the February Presidents Week recess.

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

None

I. COMMENTS OF THE BOARD OF EDUCATION AND SUPERINTENDENT

Mr. Thurmond wished the audience a Happy New Year.

Ms. Merriweather spoke of the rewards and challenges of the past year. She thanked her colleagues for the challenges.

Ms. Kronenberg spoke about attending the Tara Hills Nutcracker presentation in December and how wonderful it was. She said she also attended the 180 Degrees facilitator program. She said it was a very interesting experience.

Mr. Medrano wished everyone a Happy New Year saying he attended the Lake Elementary holiday performance by the children. He also plans to attend tomorrow's community meeting at the West County Times.

President Ramsey said he is glad to be back after a good holiday break and looks forward to the partnerships with the community engaged in education. He urged Board members to engage constituents in conversation regarding funding for schools.

J. THE NEXT SCHEDULED BOARD OF EDUCATION MEETING

Lovonya DeJean Middle School – January 18, 2012

K. ADJOURNMENT

President Ramsey adjourned the meeting in memory of Dr. Martin Luther King, Jr. and President Barrack Obama at 9:44 P.M.

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

BH:dh

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

Agenda Item B.7

January 7, 2012

I. CALL TO ORDER

President Charles Ramsey called the meeting to order at 9:01 AM.

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

Staff Present: Sheri Gamba, Wendell Greer, Bruce Harter, Debbie Haynie, Ann Reinhausen,

II. Opportunity for Public Comment on Agenda Items

The following speakers addressed concerns for fiscal prudence and upcoming labor negotiations:
Sandra Falk, Scott Brown, Robert Studdiford

The following speakers addressed the Board with an emphasis on support for math programs:
Jason Freeman, David Rossi, Debora Morris, Ben Steinberg, Paul Gilbert-Snyder, Teresa Harnden, John Irminger, Todd Groves, Lynda Frank, Catherine Wanger

III. Annual Organizational and Unity of Purpose Retreat

Local consultant Tracey Webb led the Board members in a discussion of how to create a unity of purpose including responses to questions such as "Why are we serving on this Board," "What makes each of us passionate about our service", and "What's in it for you?" The Board discussed possible directions or a focus for the District in 2012 with a lengthy discussion on the needs and opportunities to improve mathematics at the middle school level.

IV. Closed Session: Conference with Labor Negotiators

The Board recessed the retreat portion of the meeting to hold a closed session beginning at 12:35 PM. President Ramsey re-opened the retreat meeting at 1:50 PM.

V. Continued Annual Organizational and Unity of Purpose Retreat

The Board continued its discussion noting the accomplishments of the Board and District in 2011 including the bond program; paying off the state loan; IBM and the voluntary integration debt; the improvement in the Academic Performance Index; the partnerships with the cities, local businesses as well as state and national organizations; maintaining class size reduction at the primary level; initiating transitional kindergarten; winning the Golden Bell award for the Ivy League Connection program; improving safety and the REMS grant; enhancing the college going culture and improving the proportion of graduates meeting the A-G requirements; improving middle school performance, safety and community satisfaction; and improving attendance.

VI. ADJOURNMENT

President Ramsey adjourned the meeting at 2:14 PM.

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

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education

Meeting Date: January 18, 2012

From: Sheri Gamba, 
Associate Superintendent Business Services

Agenda Item: CI C.1

Subject: Summary of Vendor Warrant Reports

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

Total of payroll warrants (December 2011):	\$ 9,026,042
Total of vendor warrants (December 2011):	\$19,496,172

Recommendation: Recommend approval of the payroll and vendor warrant reports

Fiscal Impact: As noted above

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

West Contra Costa Unified School District

Month of : December 2011

Payrolls	Warrant From	Numbers To	Total Warrants Current	Total Warrants Previous	Total Warrants To Date
Variable	635530	636775	870,311	3,389,872	4,260,183
Regular	636776	637513	1,725,527	6,914,430	8,639,957
Special	633691	635529	115,711	38,590	154,301
Variable EFT	322911	324359	776,200	4,520,258	5,296,458
Regular EFT	324360	326598	6,405,569	22,261,289	28,666,858
Special EFT				0	0
Typed	297406	297426	33,671	110,470	144,141
BENEFITS				0	0
Cancelled	Various	Various	(30,636)	(46,521)	(77,157)
Totals			9,026,042	33,798,516	42,824,558

Salary detail is available in the Payroll office upon request.



Cheryl Lewis, Payroll Supervisor

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

PAYMENT

DATE: December 7, 2011

PAGE-1

FUND#	FUND DESCRIPTION	WARRANT FROM	NUMBERS TO	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL	445765	446030	5,797,170	37,502,908	43,300,078
7706	CAFETERIA	445781	446014	148,634	2,431,616	2,580,250
7707	CHILD DEVELOPMENT	445769	445841	1,540	58,412	59,952
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY				516,108	516,108
7710	BUILDING	445764	446026	679,070	29,811,650	30,490,720
7711	CAPITAL FACILITIES				355,388	355,388
7712	SELF INSURANCE PROPERTY & LIABILITY	445789	446024	220,088	1,938,307	2,158,395
7713	STATE SCHOOL LEASE/PURCHASE					0
7714	COUNTY SCHOOL FACILITIES					0
7715	SPECIAL RESERVE FOR NON-CAPITAL OUTLAY					0
7719	CHARTER SCHOOL					0
7725	MRAD					0
7728	DEBT SERVICE					0
7744	RETIREE BENEFITS	445785	446019	5,806	141,127	146,933
7770	ADULT EDUCATION	445964	445964	2,152	69,575	71,727
7785	DEFERRED MAINTENANCE				0	0
7790	BOND INTEREST & REDEMPTN				2,400	2,400
7701	PAYROLL REVOLVING				21,313,252	21,313,252
	TOTALS			6,854,460	94,140,743	100,995,203

Christine Jan
Prepared By

J. Law
Accounting Supervisor

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

PAYMENT

PAGE-2

DATE: December 14, 2011

FUND#	FUND DESCRIPTION	WARRANT FROM	NUMBERS TO	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL	446056	446332	799,865	43,300,078	44,099,943
7706	CAFETERIA	446059	446314	299,714	2,580,250	2,879,964
7707	CHILD DEVELOPMENT	446158	446294	1,908	59,952	61,860
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY	446060	446260	7,669	516,108	523,777
7710	BUILDING	446055	446328	917,631	30,490,720	31,408,351
7711	CAPITAL FACILITIES	446255	446255	1,080	355,388	356,468
7712	SELF INSURANCE PROPERTY & LIABILITY	446183	446183	4,965	2,158,395	2,163,360
7713	STATE SCHOOL LEASE/PURCHASE				0	0
7714	COUNTY SCHOOL FACILITIES				0	0
7715	SPECIAL RESERVE FOR NON-CAPITAL OUTLAY				0	0
7719	CHARTER SCHOOL				0	0
7725	MRAD				0	0
7728	DEBT SERVICE				0	0
7744	RETIREE BENEFITS	446057	446057	611	146,933	147,544
7770	ADULT EDUCATION	446066	446322	13,270	71,727	84,997
7785	DEFERRED MAINTENANCE				0	0
7790	BOND INTEREST & REDEMPTN				2,400	2,400
7701	PAYROLL REVOLVING				21,313,252	21,313,252
	TOTALS			2,046,713	100,995,203	103,041,916

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

PAYMENT

DATE: December 21, 2011

PAGE-3

FUND#	FUND DESCRIPTION	WARRANT FROM	NUMBERS TO	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL	446391	446642	1,541,079	44,099,943	45,641,022
7706	CAFETERIA	446406	446615	75,946	2,879,964	2,955,910
7707	CHILD DEVELOPMENT	446434	446597	2,006	61,860	63,866
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY	446417	446475	12,273	523,777	536,050
7710	BUILDING	446397	446645	3,109,195	31,408,351	34,517,546
7711	CAPITAL FACILITIES	446544	446638	91,744	356,468	448,212
7712	SELF INSURANCE PROPERTY & LIABILITY	446473	446635	7,263	2,163,360	2,170,623
7713	STATE SCHOOL LEASE/PURCHASE				0	0
7714	COUNTY SCHOOL FACILITIES				0	0
7715	SPECIAL RESERVE FOR NON-CAPITAL OUTLAY				0	0
7719	CHARTER SCHOOL				0	0
7725	MRAD				0	0
7728	DEBT SERVICE				0	0
7744	RETIREE BENEFITS				147,544	147,544
7770	ADULT EDUCATION	446468	446634	4,921	84,997	89,918
7785	DEFERRED MAINTENANCE				0	0
7790	BOND INTEREST & REDEMPTN				2,400	2,400
7701	PAYROLL REVOLVING				21,313,252	21,313,252
	TOTALS			4,844,427	103,041,916	107,886,343

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

PAYMENT

DATE: December 28, 2011

PAGE-4

FUND#	FUND DESCRIPTION	WARRANT FROM	NUMBERS TO	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL	446646	446711	120,406	45,641,022	45,761,428
7706	CAFETERIA	446660	446660	1,726	2,955,910	2,957,636
7707	CHILD DEVELOPMENT	446686	446686	30	63,866	63,896
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY				536,050	536,050
7710	BUILDING	446657	446692	37,271	34,517,546	34,554,817
7711	CAPITAL FACILITIES				448,212	448,212
7712	SELF INSURANCE PROPERTY & LIABILITY				2,170,623	2,170,623
7713	STATE SCHOOL LEASE/PURCHASE				0	0
7714	COUNTY SCHOOL FACILITIES				0	0
7715	SPECIAL RESERVE FOR NON-CAPITAL OUTLAY				0	0
7719	CHARTER SCHOOL				0	0
7725	MRAD				0	0
7728	DEBT SERVICE				0	0
7744	RETIREE BENEFITS				147,544	147,544
7770	ADULT EDUCATION	446693	446693	1,140	89,918	91,058
7785	DEFERRED MAINTENANCE				0	0
7790	BOND INTEREST & REDEMPTN				2,400	2,400
7701	PAYROLL REVOLVING				21,313,252	21,313,252
	TOTALS			160,573	107,886,343	108,046,916

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

PAYMENT

DATE: December 9, 2011

PAGE-5

FUND#	FUND DESCRIPTION	WARRANT FROM	NUMBERS TO	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL				45,761,428	45,761,428
7706	CAFETERIA				2,957,636	2,957,636
7707	CHILD DEVELOPMENT				63,896	63,896
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY				536,050	536,050
7710	BUILDING				34,554,817	34,554,817
7711	CAPITAL FACILITIES				448,212	448,212
7712	SELF INSURANCE PROPERTY & LIABILITY				2,170,623	2,170,623
7713	STATE SCHOOL LEASE/PURCHASE				0	0
7714	COUNTY SCHOOL FACILITIES				0	0
7715	SPECIAL RESERVE FOR NON-CAPITAL OUTLAY				0	0
7719	CHARTER SCHOOL				0	0
7725	MRAD				0	0
7728	DEBT SERVICE				0	0
7744	RETIREE BENEFITS				147,544	147,544
7770	ADULT EDUCATION				91,058	91,058
7785	DEFERRED MAINTENANCE				0	0
7790	BOND INTEREST & REDEMPTN				2,400	2,400
7701	PAYROLL REVOLVING	446031	446054	961,330	21,313,252	22,274,582
	TOTALS			961,330	108,046,916	109,008,246

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

PAYMENT

DATE: December 16, 2011

PAGE-6

FUND#	FUND DESCRIPTION	WARRANT FROM	NUMBERS TO	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL				45,761,428	45,761,428
7706	CAFETERIA				2,957,636	2,957,636
7707	CHILD DEVELOPMENT				63,896	63,896
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY				536,050	536,050
7710	BUILDING				34,554,817	34,554,817
7711	CAPITAL FACILITIES				448,212	448,212
7712	SELF INSURANCE PROPERTY & LIABILITY				2,170,623	2,170,623
7713	STATE SCHOOL LEASE/PURCHASE				0	0
7714	COUNTY SCHOOL FACILITIES				0	0
7715	SPECIAL RESERVE FOR NON-CAPITAL OUTLAY				0	0
7719	CHARTER SCHOOL				0	0
7725	MRAD				0	0
7728	DEBT SERVICE				0	0
7744	RETIREE BENEFITS				147,544	147,544
7770	ADULT EDUCATION				91,058	91,058
7785	DEFERRED MAINTENANCE				0	0
7790	BOND INTEREST & REDEMPTN				2,400	2,400
7701	PAYROLL REVOLVING	446333	446390	4,628,669	22,274,582	26,903,251
	TOTALS			4,628,669	109,008,246	113,636,915

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

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education

Date: January 18, 2012

From: Sheri Gamba 
Associate Superintendent Business Services

Agenda Item: CI C.2

Subject: Adoption of Resolution No.79-1112 Replacement of Outdated Warrant

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

Recommendation: Recommend approval to replace the outdated warrant

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

BOARD OF EDUCATION
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
RESOLUTION NO.79-1112
REPLACEMENT OF OUTDATED WARRANT
January 18, 2012

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

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

Type:	Payroll Check
Payee:	Gerald Schneider
Check No.:	346865
Amount:	\$383.45
Issue Date:	January 10, 2007

PASSED AND ADOPTED on the 18th day of January, 2012, at a regular meeting of the Board of Education by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

Bruce Harter
Secretary, Board of Education

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

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education

Meeting Date: January 18, 2012

From: Sheri Gamba 
Associate Superintendent Business Services

Agenda Item: CI C.3

Subject: Enterprise Resource Planning/System Software

Background Information:

The District's Enterprise Resource Planning/ System software includes the functionality for Human Resources, Budget, Accounting, Payroll, Purchasing as well as site level access for reports and automated purchase requisitions. It became clear in the Fall of 2010 that the current system used by the District, Bi-Tech, was going to have undergo some major upgrades which would amount to a system conversion. (Bi-tech has since notified the District that it will no longer be supporting the software currently in use.) With that in mind a Stakeholder User Team, composed of fifteen users each representing a major functional area, was formed to examine options and the team determined that since a system conversion was necessary a request for proposal (RFP) should be developed. The RFP includes requirements for each area for which the District already maintains software solutions as well as for areas the team wishes to expand the potential for the District to implement additional software solutions. For instance, the team is interested in expanding software to include an improved employee timekeeping, leave and benefits module as well as applicant tracking and employee/applicant self- service portals. Through a series of work sessions and multiple edits the team prepared and published an RFP in April of 2011. RFP submissions were accepted through June 24, 2011. Four RFPs were submitted.

The Stakeholder User Team reviewed each RFP against the requested components and determined that three vendors would move into the product demonstration phase. The product demonstrations were held at Harding Elementary School during the end of July and beginning of August 2010. Every department had strong attendance at the demonstrations and provided feedback regarding the software proposals. The Stakeholder User Team then arranged to have the top ranked vendor, Tyler-Munis, provide a hands-on demonstration in the District's technology lab over the course of a week. Each department was able to send attendees for a more in depth examination of the software during the product demonstration.

Tyler-Munis is the vendor which provides Enterprise Resource Planning/ System software to the City of Richmond, San Jose Unified School District as well as other school districts, and is currently in a phased implementation project with fifteen of the eighteen districts within Contra Costa County. As a result of the large scale implementation within the county the District can leverage the negotiation for implementation using the Contra Costa County of Education pricing

afforded the fifteen districts in the process of conversion. Staff is in the process of making inquiries to reference districts regarding the implementation process as well as follow up questions regarding specific functionality for certain departmental functions. Once that is done staff proposes to begin negotiations for final pricing and then engage in project planning. Staff is requesting that the Board authorize staff to negotiate terms for the software, hosting and implementation of the Enterprise Software System. Once staff has finalized the contract negotiation the contract will be placed on the Board's agenda for ratification.

Recommendation: Approve the negotiation of a contract for implementation of the Enterprise Software System.

Fiscal Impact: Two year project budget estimate including internal staff resources; \$2.7 million. \$2.2 million Technology/Measure D Bond, and \$500,000 Special Reserve.

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

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

ITEM REQUIRING ATTENTION—BOARD OF EDUCATION

To: Board of Education

Meeting Date: January 18, 2012

From: Ann Reinlagen,
Assistant Superintendent Human Resources

Agenda Item: CI C.4

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 _____

January 18, 2012

Waivers

<u>Name</u>	<u>Site</u>	<u>Assignment</u>
Krystle Simon	Kennedy High School	Computers

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

<u>Name</u>	<u>Site</u>	<u>Assignment</u>
Stanley Nakahara	Richmond High School	Sports Medicine
Janet Headington	Hercules High School	Career Guidance
Robert Gade	Richmond High School	Urban Agriculture
William Harris	Pinole Valley High School	Environmental Science and Green Technology
Steven Thomas	DeAnza High School	Inter Health

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

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education

Meeting Date: January 18, 2012

From: Ann Reinlagen
Assistant Superintendent Human Resources

Agenda Item: CI C.5

Subject: Approve the following Reclassification of Assessment Supervisor, Schedule 4, Range 68 in the Assessment Department and revised job description.

Background Information: The Reclassification process involves the impartial review of all requests for "desk audits" of classified positions as outlined in Article 3.1 of our contract with School Supervisors Association.

Recommendations regarding reclassification are based on a thorough investigation that may result in an upgrading of a position to a higher classification as a result of the increased duties being performed by the incumbent in such a position.

A significant number of the project management duties, previously performed by the certificated Coordinator of Assessment, a position that was vacated in 2009 and not filled, has resulted in increased responsibilities and expectations of the required tasks assigned to the Assessment Supervisor position.

Salary was negotiated with SSA and the agreed upon range brings this position into alignment with comparable district supervisory positions.

Recommendation: Recommend Approval

Fiscal Impact: \$10,424 / year in increased salary and applicable increases in retirement contributions

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

Assessment Supervisor Job Description

DEFINITION:

Under minimal supervision this position coordinates the implementation of various student and mandated testing programs and related activities; analyze and interpret student testing data; provides information to others; implements and maintains student testing and assessment data established guidelines and standards.

EXAMPLES OF DUTIES:

- Collaborates with Department of Education and trains district staff, administrators, testing coordinators, teachers and principals for the purpose of ensuring that standardized testing process and procedures are planned and implemented in a manner that is in compliance with all relevant regulations, guidelines and objectives.
- Facilitates the administration of standardized student testing for the purpose of ensuring that mandated testing procedures and processes are in compliance with all relevant laws, guidelines and regulations.
- Prepares and maintains a variety of records and files including warehouse and secure storage in both manual and electronic formats for the purpose of documenting activities and ensuring compliance with established guidelines.
- Schedules receipt and delivery of district testing materials.
- Develops and communicates assessment timelines and schedules for sites according to state guidelines.
- Oversees and coordinates with other departments the ordering of supplies, forms, etc. needed for student testing for the purpose of ensuring the availability of needed supplies in an efficient and cost effective manner.
- Develops and provides district staff development and training in the appropriate and secure dissemination, collection and storage of forms, supplies, results, etc. of testing processes for the purpose of ensuring compliance within established guidelines.
- Participates in meetings, workshops and seminars for the purpose of conveying and/or gathering information required to perform functions.
- Manages department budget.
- Performs other related duties as assigned.

QUALIFICATIONS:

Knowledge of:

Assessment administration procedures and California state standards for testing
Training techniques;
Project management techniques, including work planning, scheduling, supervision and reporting;
Microsoft Office Productivity Suite;
General Warehousing Practices.

Ability to:

Speak persuasively to implement desired actions.
Remain current on all testing and assessment policies, regulations and/or laws.
Interpret technical information and write technical materials.
Meet deadlines and schedules; setting priorities; work as part of a team;
Interpret and apply testing guidelines
Analyze data and information; advise others on how to apply and interpret policies, procedures and standards
Establish and maintain effective working relationships
Effectively develop training material and train district staff
Work effectively and independently on assigned projects.
Attend required training workshops
Work effectively and cooperatively with people from diverse backgrounds.

Education/Experience:

Any combination of the following which would provide the background and ability to successfully perform the duties of this position: two years of increasingly responsible experience in assessment preparation within a school district environment and/or thirty six semester units of college credits of core studies in business or education. A minimum of one year supervisory experience preferred.

License:

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

WORKING CONDITIONS:**Environment:**

Mostly indoor environment; including office and warehouse setting. Some exposure to fumes, dust and dirt. Travel from worksite to worksite.

Physical Demands:

1. Sitting or standing for extended periods of time.
2. Hearing and speaking to exchange information.
3. Seeing to read materials and view computer monitor
4. Lifting, carrying, pushing or pulling moderately heavy objects as assigned by position.
5. Dexterity of hands and fingers to operate a variety of equipment.
6. Reaching overhead, above shoulders and horizontally.
7. Bending at the waist, kneeling or crouching.
8. Driving a vehicle to conduct work.

SALARY:

Schedule: 04

Range: 68

Approved by the Human Resources Division:

Approved by the Board of Education: _____

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

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education

Meeting Date: January 18, 2012

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

Agenda Item: CI C.6

Subject: Resolution No. 82-1112: Recognition of West Contra Costa Unified School District
Job Shadow Day February 2, 2012 and Recognition of February 2012 as National Job Shadow Month

Background Information:

Resolution No. 82-1112 recognizes and acknowledges February 2, 2012 as WCCUSD Job Shadow Day and the month of February 2012 as National Job Shadow Month. Job Shadow is an academically motivating activity designed to give kids the unique opportunity of an up-close look at the world of work. Beginning with a nationwide kickoff on February 2, 2012, and continuing throughout the school year, students across America will “shadow” workplace mentors as they go through a normal day on the job. The program invites students to see firsthand how the skills learned in school relate to the workplace. Job Shadow 2012 is led by the National Job Shadow Coalition.

Recommendation: Recommend Approval

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

**BOARD OF EDUCATION
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT**

RESOLUTION NO. 82-1112

Resolution to Recognize February 2, 2012 as WCCUSD Job Shadow Day AND also the month of February 2012 as Job Shadow Month

WHEREAS, the Board of Education of the West Contra Costa Unified School District wishes to acknowledge and support the National Job Shadow Day on February 2, 2012 and the month of February, 2012 as Job Shadow Month.

NOW THEREFORE, BE IT RESOLVED, that Dr. Bruce Harter, Superintendent, is hereby authorized to declare the following day, February 2nd, 2012 as WCCUSD Job Shadow Day and the month of February 2012 as Job Shadow Month in the West Contra Costa Unified School District.

PASSED AND ADOPTED on the eighteenth day of January 2012, at a regular meeting of the Board of Education by the following vote:

AYES_____ **NOES**_____ **ABSENT**_____ **ABSTAIN**_____

I HEREBY CERTIFY that the foregoing is a full, true and correct copy of a resolution passed at a meeting of the Board of Education of the West Contra Costa Unified School District held on January 18, 2012.

Bruce Harter
Secretary, Board of Education

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

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education

Meeting Date: January 18, 2012

From: Nia Rashidchi
Assistant Superintendent, Educational Services

Agenda Item: CI C.7

Subject: Single Plans for Student Achievement (SPSAs)

Background Information:

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

- a description of how parents are involved in the school program;
- Adequate Yearly Progress (AYP) data analysis and assessment of student learning;
- an action plan for improving student achievement and closing the achievement gap;
- a plan to improve attendance; and
- a plan to promote a safe, welcoming and disciplined learning environment.
- Title I Parent Involvement Policy (as needed for Title I schools)
- Requirements to meet Title I School-wide program elements (as needed for existing and newly identified School-wide programs)

Training and support are provided to assist schools in using the template, analyzing data and completing the SPSAs. The plans are developed and approved by the School Site Councils (SSCs). All District school plans, except for DeAnza and Hercules Middle High School, are available for review on the District website and at the Educational Services Department located at the Vista Campus. DeAnza and Hercules Middle High School's SPSAs will come before the board at a later date.

Recommendation: Board Approval

Fiscal Impact: Categorical revenue

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

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

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education

Meeting Date: January 18, 2012

From: Bill Fay
Associate Superintendent for Operations

Agenda Item: CI C.8

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: **\$163,200.** Funding sources as noted.

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

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

ENGINEERING & ARCHITECTURAL SERVICES CONTRACTS

Project/Funding	Dates	Firm	Contract Cost	Reference
Portola Middle School at Castro Measure D Bond	January 2012 thru March 2012	RGA Environmental, Inc.	\$56,495	Baseline pre-abatement and post-abatement soil sampling.
Madera Elementary School Re-locatable Classrooms Measure J Bond	June 2011 thru July 2011	Hamilton + Aitken Architects	\$3,465	Redesign of drainage swale at lawn area.
Pinole Valley High School Campus Replacement Measure D-2010 Bond	December 2011 thru March 2012	Fehr & Peers	\$19,000	Additional planning and design services for traffic and parking requirements related to new campus.
Downer Elementary School Campus Replacement Fields Project Measure D Bond	January 2012 thru May 2012	BCA Architects	\$76,340	Complete construction documents, administer construction of playfields and perform a new topographic survey.
Lupine Hills Elementary School, Access Project Measure J Bond	June 2011 thru July 2011	Vallier Design Associates, Inc.	\$7,900	Additional landscape architectural 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:** January 18, 2012
From: Bill Fay **Agenda Item:** CI C.9
Associate Superintendent for Operations
Subject: Ratification and Approval of Negotiated Change Orders

Background information:

Staff is seeking ratification of change orders on the following current District construction projects: Dover ES New School and Nystrom ES Multipurpose Room. Change orders are fully executed by the District upon signature by the Superintendent's designee. Board ratification is the final step required under state law in order to complete payment and contract adjustment.

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

Recommendation: Ratify negotiated Change Orders as noted.

Fiscal Impact: Total ratification and approval by this action: **\$403,282.62**

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

January 18, 2012 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	Dover ES New School	Alten Construction, Inc.	\$21,491,000.00	\$654,657.50	\$19,841.00	\$0.00	\$674,498.50	3.14%	\$22,165,498.50	15
2	Gompers HS Demo and Site Work	Evans Brothers, Inc.	\$1,693,000.00	\$170,706.53	\$0.00	\$112,205.16	\$282,911.69	16.71%	\$1,975,911.69	4
3	Nystrom ES Multipurpose Room	John Plane Construction	\$5,240,107.00	\$189,845.56	\$226,067.46	\$0.00	\$415,913.02	7.94%	\$5,656,020.02	10, 11
4	Ford ES New School	Alten Construction, Inc.	\$16,734,206.00	\$1,871,720.00	\$0.00	\$45,169.00	\$1,916,889.00	11.45%	\$18,651,095.00	27

Pending Board Actions	Ratifications	\$245,908.46
	Approvals	\$157,374.16
	Total Board Action	\$403,282.62

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

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

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education

Meeting Date: January 18, 2012

From: Bill Fay
Associate Superintendent for Operations

Agenda Item: CI C.10

Subject: Approval of Richmond High School Construction Document Design Fees

Background Information:

Richmond High School Campus Improvements is one of the listed projects in Measure D-2010 Bond. Master Plan Documents have been completed by Baker Vilar Architects, and approved by the Board of Trustees on April 13, 2011. The scope of work includes schematic design, design development, and construction document services by the architect and the architect's sub- consultants.

Recommendation: Approve proposed Richmond High School Construction Document Design Fees.

Fiscal Impact: Total for this action: **\$1,896,202.** Funding sources as noted.

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

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

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education **Meeting Date:** January 18, 2012

From: Bill Fay **Agenda Item:** CI C.11
Associate Superintendent for Operations

Subject: Compliance with the California Environmental Quality Act: Adopt Resolution 81-1112
Authorizing Adoption of a Mitigated Negative Declaration and Mitigation Monitoring and
Reporting Plan for and Approval of the Coronado Relocation to Kennedy High School Project.

Background Information:

District staff retained PMC to prepare a study under the California Environmental Quality Act ("CEQA") to evaluate the possible environmental impact of the proposed Coronado Relocation to Kennedy High School Project. PMC prepared and issued an Initial Study. As part of the Initial Study the consultants completed a traffic impact analysis, noise impact analysis, and air quality impact analysis. The District Facilities Subcommittee held a public input meeting on December 13, 2011. The District has thoroughly analyzed the environmental checklist to determine that the potential impacts from the Project could be mitigated to less than significant. The District issued the Notice of Intent to Adopt a Mitigated Negative Declaration and to hold a public hearing on December 7, 2011. The 30 day Public Comment period ended on January 6, 2012. To the extent that the District receives written comments, the written comments and District's written responses to the comments, if any, will be made a part of the record at the Board meeting.

The Mitigated Negative Declaration is attached to the proposed resolution along with proposed mitigation measures which will mitigate any environmental impacts from the Project to a level of insignificance. The Board recommendation includes the Initial Study, the Mitigated Negative Declaration, the responses to comments, and the proposed Mitigation Monitoring and Reporting Plan. Together these documents form the Final Mitigated Negative Declaration.

The recommendation of the Mitigated Negative Declaration was discussed and approved by the Facilities Subcommittee at its meeting on December 13, 2011.

Recommendation: Adopt Resolution 81-1112, Authorizing Adoption of a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Plan for and Approval of the Coronado Relocation to Kennedy High School Project.

Fiscal Impact: Full fiscal impact not known. Future projects will be presented for award. Projects will be funded from the Measure J Bond Fund.

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

**BOARD OF EDUCATION
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT**

Resolution No. 81-1112

**RESOLUTION AUTHORIZING ADOPTION OF A MITIGATED NEGATIVE
DECLARATION AND MITIGATION MONITORING AND REPORTING PLAN FOR
AND APPROVAL OF THE CORONADO TEMPORARY RELOCATION TO
KENNEDY HIGH PROJECT**

WHEREAS, the West Contra Costa Unified School District ("School District") proposes to temporarily use an undeveloped portion of the new Kennedy High School campus, located at 1777 Coronado St., in San Pablo, CA, during the reconstruction period of the Coronado Elementary School project, to house both the Kennedy High School student body and the Coronado Elementary School student body ("Project"); and,

WHEREAS, the Kennedy High School students would continue to occupy the recently completed buildings on the northern half of the campus site, while Coronado Elementary School would occupy portables that would be installed on the lower (southern) portion of the campus on a paved area which is designated for a future soccer field; and,

WHEREAS, prior to commencement of the Project, the School District must comply with the California Environmental Quality Act ("CEQA"); and,

WHEREAS, the School District has retained Pacific Municipal Consultants ("PMC") to prepare an initial study for the Project ("Initial Study") to ascertain whether the Project may have significant effects on the environment; and

WHEREAS, on the basis that the Initial Study, which indicated that with mitigation measures the Project would have no significant impacts on the environment, School District staff determined that a Mitigated Negative Declaration should be prepared for the Project; and,

WHEREAS, a draft Mitigated Negative Declaration ("Draft Mitigated Negative Declaration") was prepared pursuant to CEQA and the State CEQA Guidelines. A copy of the Draft Mitigated Negative Declaration is attached hereto as Exhibit "A" and incorporated herein; and,

WHEREAS, the scope of the Project is further described in the Draft Negative Declaration; and,

WHEREAS, pursuant to Public Resources Code Sections 21091 and 21092, on December 7, 2011 the School District, as the lead agency for the Project, provided copies of the Draft Mitigated Negative Declaration and Initial Study to the public for review and comment for a thirty (30) day period ending January 6, 2012, and,

WHEREAS, the School District received, considered and responded to comments received from the public and other interested agencies regarding the Mitigated Negative Declaration; and,

WHEREAS, the governing board of the School District ("Board") has carefully reviewed the Final Mitigated Negative Declaration for the Project, including without limitation, the Draft Negative Declaration, Initial Study, comments from the public and interested agencies, and all other relevant information contained in the record for the Project ("Final Mitigated Negative Declaration") as well as the Mitigation Monitoring Program for the Project. A copy of the Final Mitigated Negative Declaration is attached hereto as Exhibit "B" and incorporated herein and a copy of the Mitigation Monitoring Program is attached hereto as Exhibit "C" and incorporated herein; and,

WHEREAS, all other legal prerequisites to the adoption of this Resolution and approval of the Project have occurred.

NOW, THEREFORE, the governing board of the School District hereby finds, determines, declares, orders and resolves as follows:

Section 1 - Recitals. That all of the recitals set forth above are true and correct, and the Board so finds and determines.

Section 2 - Compliance with CEQA. That Board reviewed and considered the information contained in the Final Mitigated Negative Declaration. The Board hereby makes the following specific findings with respect to the Final Mitigated Negative Declaration:

(a) that the Final Mitigated Negative Declaration prepared for the Project contains a complete and accurate reporting of the environmental impacts associated with the Project; and

(b) that the Final Mitigated Negative Declaration has been completed in compliance with CEQA and the State CEQA Guidelines; and

(c) that the Project will not result in a significant effect upon the environment because the mitigation measures described in the Mitigation Monitoring Program have been added to the Project; and

(d) that there is no substantial evidence in the record supporting a fair argument that the Project may result in significant impacts to the environment; and

(e) that the Final Mitigated Negative Declaration reflects the independent judgment of the School District; and

(f) that additional mitigation measures added, if any, ("Additional Mitigation Measures") to the Final Mitigated Negative Declaration subsequent to the circulation of the Draft Negative Declaration are either minor changes to the Project and do not result in a fundamental reorganization of the Final Mitigated Negative Declaration, and/or the purpose of the Additional Mitigation Measures are to reduce the effects on the environment that were already identified in the Draft Negative Declaration as insignificant, and further that the Additional Mitigation Measures do not have the potential to have a significant impact upon the environment; and

(g) that any Additional Mitigation Measures which have been changed or substituted subsequent to the circulation of the Draft Negative Declaration, if any, are equivalent or more effective in mitigating the environmental impacts than the prior mitigation measures, and that the change and/or substitution of such mitigation measures and not itself cause any potentially significant effect upon the environment.

Section 3 - Location and Custodian of Records. The location and custodian of records with respect to all of the relevant documents and any other material which constitutes the administrative record for the Final Mitigated Negative Declaration are as follows: District Engineering Officer, West Contra Costa Unified School District, Facilities Planning and Construction Division, 1300 Portero Avenue, Richmond, California 94804.

Section 4 - Wildlife Findings. That the proposed Project will have no adverse impacts on wildlife as defined in Fish and Game Code Section 711.2, nor will it adversely impact the resources governed by the State Department of Fish and Game.

Section 5 - Adoption of Final Mitigated Negative Declaration and Mitigation Monitoring Program. That the Board hereby adopts the Final Mitigated Negative Declaration and the Mitigation Monitoring Program including all of the mitigation measures set forth in the Mitigation Monitoring Program.

Section 6- Approval of Project. The Board hereby approves the Project as identified and evaluated in the Final Mitigated Negative Declaration and authorizes the Superintendent, or her authorized designee, to take all steps necessary to proceed with the Project.

Section 7 - Notice of Determination. That the Board hereby directs School District staff to file a Notice of Determination within five (5) working days after the Board's adoption of the Final Mitigated Negative Declaration.

APPROVED, PASSED AND ADOPTED by the Board of the School District on the 18th day of January 2012, by the following vote:

AYES:

NOES:

ABSTENTIONS:

President of the Governing Board of the
West Contra Costa Unified School District

Attested to:

Clerk of the Governing Board of the
West Contra Costa Unified School District

Exhibit "A"

Final Mitigated Negative Declaration including Mitigation Monitoring Reporting Program
Separately printed document, provided with Board packets to each member and available to the
public at the Board meeting.

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

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education

Meeting Date: January 18, 2012

From: Bill Fay
Associate Superintendent for Operations

Agenda Item: CI C.12

Subject: Restroom Surface Repairs at Washington Elementary School

Background Information:

The Washington Elementary School Restroom Resurfacing Project consists of the removal and replacement of toilet room substrates, application of tile system and accessories, removal and reinstallation of all items and fixtures over tiled area, testing for adequate performance of removed and reinstalled items, painting of ceilings and walls above tile, patching and resurfacing existing epoxy floor coating, and application of additional sealer coats over epoxy floor coating.

The District engaged in a public bid process for the project. Bids were opened on December 9, 2011. Seven contractors submitted bids. They are as follows: Streamline Builders, \$78,900; Affordable Painting, \$91,700; Hung Construction, \$92,000; Showtime, \$105,000; AM Woo, \$114,000; Arthulia Inc., \$122,000; and CLY Inc., \$139,973. The apparent lowest bidder is Streamline Builders, \$78,900.

Recommendation: Award contract to Streamline Builders.

Fiscal Impact: \$78,900. Funded by the Measure J Bond.

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

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

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education **Meeting Date:** January 18, 2012
From: Bill Fay **Agenda Item:** CI C.13
Associate Superintendent for Operations
Subject: Resolution No. 78-1112, Level II and Level III Developer Fees

Background Information:

Government Code Section 65995.5, Section 65995.6, and Section 65995.7 regarding school facilities fees require that a School Facilities Needs Analysis be conducted yearly to determine the amount to be charged for developer fees for Level II and Level III residential construction. Due to student generation factors, cost of construction and site acquisition costs, the Level II fee will increase from \$4.41 per square feet to \$4.84 per square feet for new residential construction. The new fee will go into effect January 19, 2012, if approved by the Board. If not approved by the Board, the District would not be eligible to collect Level II fees, and the Level I fee of \$2.97 per square feet would be charged for new residential construction as well as for construction of additions. This analysis was conducted according to state guidelines.

A copy of the School Facilities Analysis is available for review by the public in the Facilities Planning and Construction Department and at the WCCUSD front desk located at 1108 Bissell Avenue in Richmond, CA.

The recommendation of Resolution No. 78-1112, Level II and Level III Developer Fees was discussed and approved by the Facilities Subcommittee at its meeting on January 11, 2012.

Recommendation: Recommend approval of Resolution No. 78-1112

Fiscal Impact: Increase in Level II Developer Fees of \$.43 per square feet.

DISPOSITION BY BOARD OF EDUCATION

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

RESOLUTION NO. 78-1112

RESOLUTION OF THE BOARD OF TRUSTEES OF THE WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT APPROVING A SCHOOL FACILITIES NEEDS ANALYSIS, ADOPTING ALTERNATIVE SCHOOL FACILITY FEES IN COMPLIANCE WITH GOVERNMENT CODE SECTIONS 65995.5, 65995.6 AND 65995.7 AND MAKING RELATED FINDINGS AND DETERMINATIONS

WHEREAS, the Board of Trustees ("Board") of the West Contra Costa School District ("District") provides for the educational needs for Grade K - 12 students within the Cities of the County of Contra Costa ("County"); and

WHEREAS, the Board of the District, has adopted and imposed statutory school facility fees ("Statutory School Facility Fees") pursuant to Education Code Section 17620 presently in the amounts of \$2.97 per square foot of assessable space of new residential construction in the District as defined in Government Code Section 65995(b)(1) ("Assessable space"), and \$0.47 per square foot of chargeable covered and enclosed space for all categories of new commercial/industrial development in the District ("Commercial/Industrial Fees") as defined in Government Code Section 65995(b)(2); and

WHEREAS, the Board of the District heretofore has elected to participate in the school facilities funding program established pursuant to the Leroy F. Greene School Facilities Act of 1998 ("SFP") for both modernization and new construction projects and appointed a representative ("District Representative") for such purposes and for the purpose of requesting an Eligibility Determination relative to considering the adoption of alternative school facility fees and amounts pursuant to Government Code Sections 65995.5 ("ASF/Level 2 Fees") and 65996.7 ("ASF/Level 3 Fees") (and collectively, "Alternative School Facility Fees"); and

WHEREAS, the District Representative has caused the completion and certification of Form SAB 50-01, the Enrollment Certification/Projection ("ECP"), form SAB 50-02, the Existing School Building Capacity ("ESBC") and Form SAB 50-03, the Eligibility Determination ("ED"), and has submitted the ECP, ESBC and ED to the State Allocation Board ("SAB") for approval pursuant to the SFP; and

WHEREAS, the District has met the requirements established by Government Code Section 65995.5; and

WHEREAS, new residential construction continues to generate additional students for the District's schools and the District is required to provide K -12 (grade level) school facilities ("School Facilities") to accommodate those students; and

WHEREAS, overcrowded schools within the District have an impact on the District's ability to provide an adequate quality education and negatively impact the educational opportunities for the District's students; and

WHEREAS, the District does not have sufficient funds available for the construction of the School Facilities, including acquisition of sites, construction of permanent School Facilities, and acquisition of interim School Facilities, to accommodate students from new residential construction; and

WHEREAS, the Board caused to be prepared a report entitled, "Facilities Needs Analysis for the West Contra Costa County School District" dated December 13, 2011 pursuant to applicable law including, but not by way of limitation, Government Code Section 65996.6 prior to the adoption of Alternative School Facility Fees; and

WHEREAS, the Board has received and considered the West Contra Costa County SD-2011/SFNA which includes all matters required by applicable law, including an analysis of (a) the purpose of the Alternative School Facility Fees, (b) the use to which the Alternative School Facility Fees are to be put, (c) the nexus (roughly proportional and reasonable relationship) between the residential construction and (1) the facilities for which the Alternative School Facility Fees are to be used, (2) the need for School Facilities, (3) the cost of School Facilities and the amount of Alternative School Facility Fees from new residential construction, (d) an evaluation and projection of the number of students that will be generated by new residential construction by grade levels of the District as described by Government Code Section 65995.6, (e) a description of the new School Facilities that will be required to serve such students and (f) the present estimated cost of such School Facilities; and

WHEREAS, the West Contra Costa Unified SD-2011/SFNA in its final form has been available to the public, for at least thirty (30) days before the Board considered at a public hearing the adoption of the Alternative School Facility Fees; and

WHEREAS, all notices of the West Contra Costa Unified SD-2011/SFNA and adoption of Alternative School Facility Fees have been given in accordance with applicable law and copies of the West Contra Costa Unified SD-2011/SFNA have been provided thirty (30) days prior to all written requests filed with the District forty-five (45) days prior to a public hearing which was held in a manner required by law at a meeting of the Board of the District relating to the proposed adoption of the West Contra Costa Unified SD-2011/SFNA and Alternative School Facility Fees; and

WHEREAS, the West Contra Costa Unified SD-2011/SFNA has been provided to all local agencies responsible for land use planning for review and comment in compliance with Government Code Section 65995.6(c); and

WHEREAS, as to the approval of the West Contra Costa Unified SD-2011/SFNA and Alternative School Facility Fees, Government Code Section 65995.6(g) provides that the California Environmental Quality Act, Division 13 (commencing with Section 21000) of the Public Resources Code may not apply to the preparation, adoption, or update of the WCCUSD-2011/SFNA or adoption of this Resolution; and

WHEREAS, the District desires to approve the West Contra Costa Unified SD-2011/SFNA and adopt Alternative School Facility Fees pursuant to Government Code Sections 65995.5 and 65995.7 for the purpose of establishing Alternative School Facility Fees that may be imposed on residential construction calculated pursuant to Government Code Section 65995(b);

NOW THEREFORE, THE BOARD OF TRUSTEES OF THE WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

1. That the Board does hereby find and determine that the foregoing recitals and determinations are true and correct and that the West Contra Costa Unified SD-2011/SFNA meets all applicable legal requirements.
2. That the District has met the requirements established by Government Code Section 65995.5.

3. That the District has cause to prepare the West Contra Costa Unified SD-2011/SFNA which is on file at the District office address and is incorporated herein by this reference, which complies with all applicable statutory requirements, including the provisions of Government Code Section 65995.6.

4. That the Board hereby approves and adopts the West Contra Costa Unified SD-2011/SFNA for the purpose of establishing Alternative School Facility Fees as to future residential construction within the District.

5. That the Board finds that the purpose of the Alternative School Facility Fees imposed upon residential construction are to fund the additional School Facilities to serve the students generated by the residential construction upon which the Alternative School Facility Fees are imposed as provided in the West Contra Costa Unified SD-2011/SFNA and applicable law.

6. That the Board finds the Alternative School Facility Fees are hereby established as applicable and will be used to fund those School Facilities described in the West Contra Costa Unified SD-2011/SFNA and that these School Facilities are to serve the students generated by the residential construction within the District as provided in the West Contra Unified SD-2011/SFNA.

7. That the Board finds that there is a roughly proportional reasonable relationship between the use of the Alternative School Facility Fees and the new residential construction within the District because the Alternative School Facility Fees imposed on new residential construction by this resolution will be used to fund School Facilities which will be used to serve the students generated by such new residential construction in accordance with applicable law set forth in the West Contra Costa Unified SD-2011/SFNA and on less than an estimated actual cost of the School Facilities estimated to result from additional residential construction as set forth in the West Contra Costa Unified SD-2011/SFNA.

8. That the Board finds that there is a roughly proportional reasonable relationship between the new residential construction upon which the Alternative School Facility Fees are imposed and the need for additional School Facilities in the District because new students will be generated from new residential construction within the District and the District does not have students capacity in the existing School Facilities to accommodate these students.

9. That the Board finds that the amount of the Alternative School Facility Fees imposed on new residential construction as set forth in this Resolution is roughly proportional and reasonably related to, and does not exceed the cost of, providing the School Facilities required to serve the students generated by such new residential construction within the District.

10. That the Board finds that a separate fund ("Fund") of the District and two or more sub-funds ("Sub-Funds") have been created or are authorized to be established for all Statutory School Facility Fees received by the District for the deposit of Statutory School Facility Fees, ASF/Level 2 Fees and ASF/Level 3 Fees, Commercial/Industrial Fees and mitigation payments ("Mitigation Payments") imposed on residential construction within the District and that said Fund and Sub-Funds at all times have been separately maintained, except for temporary investments, with other funds of the District as authorized by law.

11. That the Board finds that the monies of the separate Fund or the separate Sub-Funds, described in Section 12, consisting of the proceeds of Statutory School Facility Fees, ASF/Level 2 Fees, and ASF/Level 3 Fees, Commercial/Industrial Fees and Mitigation Payments have been imposed for the purposes of constructing those School Facilities necessitated by new residential construction as further set forth in the West Contra Costa Unified SD-2011/SFNA, and thus these monies may be expended for all those purposes permitted by applicable law.

12. That the West Contra Costa Unified SD-2011/SFNA determine the need for new School Facilities for unhoused pupils that are attributable to projected enrollment growth from the construction of new residential units over the next five years, based on relevant planning agency information and the historical generation rates of new residential units constructed during the previous five years that are of a similar type of unit to those anticipated to be constructed within the District, the Cities, or the County.

13. That the Board has identified and considered, and/or subtracted, as set forth in the West Contra Costa Unified SD-2011/SFNA, the following information in determining amounts of the ASF/Level 2 Fees and ASF/Level 3 Fees:

- (i) any surplus property owned by the District that can be used as a school site or that is available for sale to finance school facilities pursuant to Government Code Section 65995.6(b)(1);

- (ii) the extent to which projected enrollment growth may be accommodated by excess capacity in existing facilities pursuant to Government Code Section 65995.6(b)(2);
- (iii) local sources other than fees, charges, dedications, or other requirements imposed on residential construction available to finance the construction of school facilities needed to accommodate any growth in enrollment attributable to the construction of new residential units pursuant to Government Code Section 65995.6(b)(3);
- (iv) the full amount of local funds the Board has dedicated to facilities necessitated by new construction, including fees, charges, dedications or other requirements imposed on commercial or industrial construction pursuant to Government Code Section 65995.5(c)(2).

14. That the Board has calculated, as set forth in the West Contra Costa Unified SD-2011/SFNA, the maximum square foot fees, charges, or dedications to be established as Alternative School Facility Fees that may be collected in accordance with the provisions of Government Code Sections 65995.5(c) and 65995.7(a).

15. That the West Contra Costa Unified SD-2011/SFNA in its final form has been made available to the public for a period of not less than thirty (30) days.

16. That the public has had the opportunity to review and comment on the West Contra Costa Unified SD-2011/SFNA and the Board has responded to written comments it has received regarding the West Contra Costa Unified SD-2011/SFNA.

17. That notice of the time and place of the public hearing to adopt the West Contra Costa Unified SD-2011/SFNA ("Hearing"), including the location and procedure for viewing or requesting a copy of the proposed West Contra Costa Unified SD-2011/SFNA and any proposed revision therefore has been published in at least one newspaper of general circulation within the jurisdiction of the District at least thirty (30) days prior to the Hearing.

18. That the Board has mailed a copy of the West Contra Costa Unified SD-2011/SFNA no less than thirty (30) days prior to the Hearing to any person who made a written request forty-five (45) days prior to the Hearing.

19. That the West Contra Costa Unified SD-2011/SFNA has been provided to all local agencies responsible for land use planning for review and comment in compliance with Government Code Section 65995.6(c).

20. That the Board conducted the required Hearing on January 18, 2012 prior to the adoption of the West Contra Costa Unified SD-2011/SFNA and the Alternative School Facility Fees, at which time all persons desiring to be heard on all matters pertaining to the West Contra Costa Unified SD-2011/SFNA were heard and all information presented was duly considered.

21. That the Board hereby adopts Alternative School Facility Fees and establishes the Alternative School Facility Fees on new residential construction projects within the district in the following amounts:

A. Pursuant to Government Code Section 65995.6, ASF/Level 2 Fees in the amount of \$4.84 per square foot of Assessable Space for new residential construction, including new residential projects, manufactured homes and mobile homes as authorized under Education Code Section 17625. However, this amount shall not be imposed on any construction project used exclusively for housing senior citizens, as described in Civil Code Section 51.3, or as described in subsection (k) of Section 1569.2 of the Health and Safety Code or paragraph 9 of subdivision (d) of Section 15432 of the Government Code or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988.

B. Pursuant to Government Code Section 65995.7, ASF/Level 3 Fees in the amount of \$9.68 per square foot of Assessable Space for new residential construction, including new residential projects, manufactured homes and mobile homes as authorized under Education Code Section 17625. However, this amount shall not be imposed on any construction project used exclusively for housing senior citizens, as described in Civil Code Section 51.3, or as described in subsection (k) of Section 1569.2 of the Health and Safety Code or paragraph 9 or subdivision (d) of Section 15432 of the Government Code or any mobile home or manufactured home that is located within a mobile home park, subdivision, cooperative or condominium for mobile homes limited to older persons as defined by the Federal Fair Housing Amendments of 1988.

22. That the proceeds of the Alternative School Facility Fees increased and established pursuant to this Resolution shall continue to be deposited into those Sub-Funds of the Funds identified in Section 12 of this Resolution, the proceeds of which shall be used exclusively for the purpose for which the Alternative School Facility Fees are to be collected.

23. That the Superintendent, or his/her designee, is directed to cause a copy of this Resolution to be delivered to the building of the Cities within the District's boundaries and the County along with a copy of all supporting documentation referenced herein and a map of the District clearly indicating the boundaries thereof, advising the Cities and County that the new residential construction is subject to the Alternative School Facility Fees increased pursuant to this Resolution and requesting that no building permit or approval for occupancy be issued by any of these entities for any new residential construction project, mobile home or manufactured home subject to the Alternative School Facility Fees absent a certificate of compliance ("Certificate of Compliance") from the District demonstrating compliance of such project with the requirements of the Alternative School Facility Fees, not that any building permit be issued for any non-residential construction absent a certification from this District of compliance with the requirements of the applicable Alternative School Facility Fees.

24. That the Superintendent is authorized to cause a Certificate of Compliance to be issued for each construction project, mobile home and manufactured home for which there is compliance with the requirement for payment of the Alternative School Facility Fee in the amount specified by this Resolution. In the event a Certificate of Compliance is issued for the payment of Alternative School Facility Fees for a construction project, mobile home or manufactured home and it is later determined that the statement or other representation made by an authorized party concerning the construction project as to square footage is untrue or in the event the zoning is declared invalid, then such Certificate of Compliance shall automatically terminate, and the appropriate City(ies) or County shall be so notified.

25. That regarding the timely provision of a Certificate Compliance by the District for residential construction, although not required by applicable law, the Board hereby determines that the West Contra Costa Unified SD-2011/SFNA is a proposed construction plan for purposes of requiring payment of Alternative School Facility Fees prior to the issuance of any building permit for residential construction in accordance with Government Code Section 66007 and that all Alternative School Facility Fees are appropriated for the purpose of accomplishing such construction plan.

26. That no statement or provision set forth in this Resolution, or referred to therein shall be construed to repeal any preexisting fee or mitigation amount previously imposed by the District on any residential or non-residential construction.

27. That if any portion or provision hereof is held invalid, the remainder hereof is intended to be and shall remain valid.

28. That the Alternative School Facility Fees shall take effect immediately after adoption of this Resolution and shall be in effect for one year.

APPROVED, ADOPTED, AND SIGNED ON January 18, 2012.

BOARD OF TRUSTEES OF THE WEST CONTRA
COSTA UNIFIED SCHOOL DISTRICT

By: _____
Charles Ramsey
President of the Board of Trustees of the West
Contra Costa Unified School District

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

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education **Meeting Date:** January 18, 2012
From: Bill Fay **Agenda Item:** CI C.14
Associate Superintendent of Operations
Subject: Williams Lawsuit Complaints Quarterly Report

Background Information

The Williams Lawsuit requires that a quarterly report be brought before the Board of Education reflecting the number of complaints filed with any school in the district during a particular quarter. This report reflects the time period from October 1, 2011 through December 31, 2011.

Recommendation: For approval

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

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



Quarterly Uniform Complaint Form

[Education Code 35186]

District: West Contra Costa Unified School District

Person completing this form: Bill Fay Title: Associate Superintendent

Quarterly Report Submission Date: *(check one)*

- ☐ April 29, 2011 (Jan-Mar 2011)
☐ July 29, 2011 (Apr-Jun 2011)
☐ October 31, 2011 (Jul-Sep 2011)
☒ January 31, 2012 (Oct-Dec 2012)

Date for information to be reported publicly at governing board meeting: January 18, 2012

Please check the box that applies:

- ☐ No complaints were filed with any school in the district during the quarter indicated above.
- ☒ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

Area of Complaint	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	1	0	1
Teacher Vacancy or Misassignment	0	0	0
Facilities Conditions	0	0	0
TOTALS	1	0	1

Dr. Bruce Harter

Print Name of District Superintendent

Signature of District Superintendent

January 18, 2012

Date

Please return completed form to Peggy Marshburn, Chief Communications Officer
CCCOE – 77 Santa Barbara Rd. Pleasant Hill, CA 94523
FAX: (925) 942-3454 E-MAIL: pmarshburn@cccoe.k12.ca.us

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

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education

Meeting Date: January 18, 2012

From: Bruce Harter
Superintendent

Agenda Item: CI C.15

Subject: Approve Assigning Contract with SGI to SGI-CM

Background Information:

The District's Program Manager, The Seville Group, Inc., doing business as SGI Construction Management ("SGI"), has requested that the District consent to assignment of the program management agreement from SGI to a successor entity, SGI Construction Management LLC ("SGI-CM"), effective December 31, 2011. SGI's President has provided assurances that the same management team under the existing contract will continue to perform the obligations through the new entity, SGI-CM. Staff has requested and reviewed additional information regarding SGI-CM, including financial, insurance, and staffing plan information, and has SGI-CM to be acceptable as a successor to SGI. As SGI's performance to date under its Program Management Agreement with the District has been acceptable, staff recommends that the Board consent to the assignment of SGI's rights and obligations to the new entity, SGI Construction Management LLC.

Recommendation:

Recommend Approval

Fiscal Impact: No additional impact

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

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

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education

Meeting Date: January 18, 2012

From: Bruce Harter
Superintendent

Agenda Item: CI C.16

Subject: Community Outreach Consultant

Background Information:

At the November 16, 2011 Board meeting, Board President Ramsey appointed Board members Madeline Kronenberg and Antonio Medrano to serve as Board representatives to a community outreach process to help the Board determine whether a parcel tax renewal / extension would be supported in the community. Mr. Medrano and Ms. Kronenberg invited the Bayside PTA as well as the four local employee union representatives to participate in the selection process for a consultant who could help the district with the outreach to the community. The consultant will assist the District in preparing for submitting a parcel tax measure to the electorate by establishing community outreach strategies to assess the potential support and opposition to the measure, the public's awareness of the district's financial needs, and the overall feasibility of developing a parcel tax measure that could win voter approval. Three consultant firms were interviewed on January 5, 2012. The group agreed to engage the firm of Whitehurst/Mosher to serve as the district's outreach consultant.

Recommendation:

That the Board approve Whitehurst/Mosher as the community outreach consultant and authorize the Superintendent to sign a contract with the firm.

Fiscal Impact: Not to exceed \$28,000

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

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

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education

Meeting Date: January 18, 2012

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

Agenda Item: D.1

Subject: Report on the Teach for American History (TAH) Grant Award by the Department of Education

Background Information:

West Contra Costa Unified School District Teach for American History grant is providing intensive professional development to enhance teachers' content knowledge, teaching skills and understanding of *traditional American History* thus improving student achievement. We targeted 3rd, 8th and 11th grade teachers. Two three-year cohorts are serving 34 teachers each and a Historian Lecture Series has included 50 teachers. Over five years, 118 teachers have been served. This three-year intensive professional development program for teachers includes an optional MA in Education in Teaching American History.

Support has been offered at monthly meetings, with opportunities provided for teachers to collaborate, share lesson plans, and discuss problems and successes using a Lesson Study approach. Teachers have (a) met regularly throughout the grant period; (b) collaborated online through message-boards and list serves, and (c) have shared questions, resources, student work and teaching strategies.

The TAH is partnering with two Institutions of Higher Education (IHE), Sonoma State University (SSU) and Temple University, Philadelphia, two local museums, the Richmond Historical Museum and the Rosie the Riveter Home Front National Historic Park and three historical organizations, Organization of American Historians, the Constitutional Rights Foundation and Out of the Box Consultants.

Recommendation:

For Information Only

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
1108 Bissell Avenue

Richmond, California 94801-3135

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education

Meeting Date: January 18, 2012

From: Nia Rashidchi, Assistant Superintendent
Educational Services

Agenda Item: D.2

Subject: Out-of-School Time Initiative/Summer Learning Loss Report

Background Information:

Jennifer Peck, Partnership for Children and Youth, and Joel Mackey, The Ed. Fund, will report on summer learning loss, the Out-of-School Time Initiative, and the importance of summer learning opportunities from a national, state, and local perspective.

Recommendation: For Information Only

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____


Tabled _____

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

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education

Meeting Date: January 18, 2012

From: Sheri Gamba 
Associate Superintendent Business Services

Agenda Item: D.3

Subject: Presentation of the 2010-2011 Audit Report by Crowe Horwath LLP

Background Information: Matthew Nethaway, Partner, Crowe Horwath LLP (formerly Perry Smith LLP), will present their independent audit report of the West Contra Costa Unified School District's financial position, internal control, and federal and state compliance for the year ended June 30, 2011.

Recommendation: Staff recommends acceptance of the audit report.

The 2010-11 Audit Report is posted on the WCCUSD web site and a copy is at the reception desk at 1108 Bissell Avenue, Richmond, CA.

Delivered under separate cover.

Fiscal Impact: None.

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

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

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education **Meeting Date:** January 18, 2012
From: Bruce Harter **Agenda Item:** D.5
Subject: In Memory of Members of the School Community

Background Information:

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

Robert Repicky passed away on December 11, 2011. He worked as an elementary school teacher for 35 years, retiring in 2007 from Ohlone Elementary School. He shared his energy and enthusiasm for learning with his students. He enjoyed coaching soccer, softball and tennis. He also served for eight years on the Martinez Unified School District Board of Education.

George Livingston, who was the first election black mayor of Richmond, has died at the age of 78 after a long illness. He began his career in politics in 1965 when he was elected to the City Council. He completed his service in 1993 as Mayor of Richmond.

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

Recommendation: For Information Only

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

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

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education

Meeting Date: January 18, 2012

From: Bruce Harter
Superintendent

Agenda Item: E.2

Subject: Request to Address the Board – Billy Alexander

Background Information:

Mr. Alexander would like to address the Board about Kwanzaa.

Recommendation: For Information Only

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

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

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education

Meeting Date: January 18, 2012

From: Bruce Harter
Superintendent

Agenda Item: E.3

Subject: Request to Address the Board – Nancy L. Barker

Background Information:

Ms. Barker would like to address the Board about Kwanzaa.

Recommendation: For Information Only

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
1108 Bissell Avenue

Richmond, California 94801-3135

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education **Meeting Date:** January 18, 2012
From: Nia Rashidchi, Assistant Superintendent **Agenda Item:** F.1
Educational Services
Subject: Transitional Kindergarten (TK)

Background Information:

Transitional Kindergarten is the first year of a two-year kindergarten program that uses a modified kindergarten curriculum that is age and developmentally appropriate. Each elementary school or unified school district must offer Transitional Kindergarten classes for all children eligible to attend. A child who completes one year in a Transitional Kindergarten program, shall continue in a kindergarten program for one additional year. A child is eligible for Transitional Kindergarten, if they have their fifth birthday between (EC 48000[c]):

- November 2, 2007 and December 2, 2007 for the 2012-13 school year.
- October 2 and December 2 for the 2013-14 school year.
- September 2 and December 2 for the 2014-15 school year and each school year thereafter.

Staff will discuss Transitional Kindergarten (TK) options for the 2012-2013 School Year.

Recommendation: Board to take action on one of the TK options.

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

Transitional Kindergarten Program Options

	Regular Option #1	Extended Day Option #2
Schedule	<p>Approx. 3.5 hours/day (40,000 minutes/year)</p> <p>This will match the current kindergarten program schedule. (To be adjusted as per results of future UTR negotiations and/or Board action)</p>	<p>Approx. 5.5 hours/day (61,000 minutes/year)</p>
Staffing	1 Teacher and 1 Instructional Aide	1 Teacher and 1 Instructional Aide
Student/Adult Ratio	24 Students to 2 Adults	24 Students to 2 Adults
Pros	<ol style="list-style-type: none"> 1. Matches current Kindergarten schedule. 2. Contributes to closing the achievement gap. 3. Students will experience developmentally appropriate instructional practices and program. 4. Offers parent education component. 5. Given that TK is not funded in the Governor's Budget, option #1 is the fiscally-sound option for the Board to select. 6. TK teachers will have time to provide 4-6 grade prep. 	<ol style="list-style-type: none"> 1. Provides additional opportunities for differentiated instruction. 2. Contributes to closing the achievement gap. 3. Students will experience developmentally appropriate instructional practices and program. 4. Offers parent education component. 5. Supports State's student readiness on TK-Grade 3. 6. Should reduce early (K-3) retention rate at a faster rate.
Cons	<ol style="list-style-type: none"> 1. Does not follow State's recommended schedule for TK. 	<ol style="list-style-type: none"> 1. Does not match current kindergarten schedule. A full day TK program would feed into a shorter (less by approximately 2 hours) traditional kindergarten program. 2. Side letter MOU must be developed with UTR before program starts. MOUs can take extended amounts of time to complete and sign. 3. TK is not funded in the Governor's Budget. We will not receive ADA for students. 4. TK teachers can't provide 4-6 grade prep. This would add an additional District cost to fund.

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

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education

Meeting Date: January 18, 2012

From: Sheri Gamba
Associate Superintendent Business Services

Agenda Item: F.2

Subject: Resolution No. 80-1112 – 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 parameter of savings previously directed by the Board is 4% present value savings, this resolution sets the same level of savings.

This Resolution authorizes the refunding of up to \$140,000,000 of General Obligation (GO) bonds pursuant to the terms and conditions of sale within the resolution. The sale may be set when market conditions indicate that the savings targeted can be realized.

The Preliminary Official Statement (POS), which is a required component of the bond sale, must be up to date at the time of the sale. Therefore, the Board will need to adopt the POS at a future meeting, when the potential for a sale is imminent.

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. 80-1112

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) 2012 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 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 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");

WHEREAS, pursuant to the 2002 Authorization, on June 25, 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 2002 Series A Bonds, the "Prior 2002 Bonds");

WHEREAS, pursuant to the 2002 Authorization, on August 11, 2004, the District, previously issued the West Contra Costa Unified School District (Contra Costa County, California) General Obligation Bonds, Election of 2002, Series C in the aggregate principal amount of \$69,999,376.75 (the "2002 Series C Bonds", together with the 2000 Series C Bonds, the 2002 Series A Bonds, and the 2002 Series B 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 Prior 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 all or 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) 2012 General Obligation Refunding Bonds" (the "Refunding Bonds"), in one or more series, in an aggregate principal amount not-to-exceed \$140,000,000, 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 sale of the Refunding Bonds produces at least a 4% present value debt savings as compared to the Refunded Bonds.

SECTION 4. Approval of Purchase Contract. The form of Purchase Contract (the "Purchase Contract") by and between the District and the Underwriters named therein (collectively the "Underwriters"), 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, 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 Underwriters' discount, excluding original issue discount thereon, shall not exceed 0.45% 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 \$140,000,000 and to enter into and execute the Purchase Contract with the Underwriters, 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) **“Bond Insurer”** means any insurance company which issues a municipal bond insurance policy insuring the payment of Principal of and interest on the Refunding Bonds.
- (c) **“Bond Payment Date”** means, unless otherwise provided by the Purchase Contract, February 1 and August 1 of each year commencing August 1, 2012 with respect to the interest on the Refunding Bonds, August 1 of each year commencing August 1, 2012 with respect to the Principal payments on the Refunding Bonds.
- (d) **“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.
- (e) **“Depository”** means the entity acting as securities depository for the Refunding Bonds pursuant to Section 6(c) hereof.
- (f) **“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.
- (g) **“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.
- (h) **“Escrow Agreement”** means the agreement governing the deposit of funds or securities to refund the Refunded Bonds, dated as of February 1, 2012, or such other date as provided therein, by and between the District and Escrow Agent.
- (i) **“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.
- (j) **“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”.
- (k) **“Nominee”** means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 6(c) hereof.

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

(m) **“Principal” or “Principal Amount”** means, with respect to any Refunding Bond, the principal or principal amount thereof.

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

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

(p) **“Transfer Amount”** means, with respect to any outstanding Refunding Bond, the Principal Amount.

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 \$5,000 Principal Amount or any integral multiple thereof. The Refunding Bonds will be initially registered to “Cede & Co.,” the nominee of DTC.

Each Refunding 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 Refunding Bonds shall be computed on the basis of a 360-day year of twelve 30-day months.

The Refunding Bonds shall bear interest at a rate and prices as set forth in the Purchase Contract, provided that, the average interest rates and maximum interest yields of the Refunding Bonds shall not exceed that permitted by law. No Refunding Bond attributable to the refunding of the 2000 Series C Bonds 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; and no Refunding Bond attributable to the 2002 Series C Bonds shall mature later than August 1, 2034.

(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 Refunding Bond to be redeemed in part shall be in the Principal Amount of \$5,000 or any integral multiple 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 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 to the redemption date thereon, and that from and after such date, interest with respect thereto shall cease to accrue.

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 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 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 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, 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 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 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 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 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 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 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 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 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 or the Secretary to the Board, or a designee thereof, 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/Secretary], 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 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.

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 Refunding 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 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 Refunding Bonds shall be payable upon maturity or redemption upon surrender at the designated office of the Paying Agent. The interest, 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 Refunding Bond)

REGISTERED
NO.

REGISTERED
\$

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
(CONTRA COSTA COUNTY, CALIFORNIA)
2012 GENERAL OBLIGATION REFUNDING BOND

<u>INTEREST RATE:</u>	<u>MATURITY DATE:</u>	<u>DATED AS OF:</u>	<u>CUSIP</u>
___ % per annum	August 1, ___	___, 2012	_____

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 August 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 July 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 Refunding 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 \$95,000,000 General Obligation Bonds, Election of 2000, Series C, 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, and a portion of the District's outstanding \$69,999,376.75 General Obligation Bonds, Election of 2002, 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 January 18, 2012 (the "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 Bonds, of which this bond is a part. This bond is exchangeable and transferable for bonds of like tenor, maturity and Transfer Amount (as defined in the 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 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 Refunding Bonds maturing on or before August 1 are not subject to redemption prior to their fixed maturity dates. The Refunding 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 Refunding Term 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:

Redemption Dates

Principal Amounts

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 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 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 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 Resolution referred to herein which has been authenticated and registered on _____, 2012.

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 2012 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 2012 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 August 1, 2012 payments on the Refunded Bonds may either be used to pay the principal and interest due on August 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 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 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 2012 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 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 shall be used for the payment of the Principal 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, is authorized to be prepared and subject to approval by the Board, 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 Underwriters 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 Rule 15c2-12 of the Securities Exchange Act of 1934, prior to its distribution and to execute and deliver to the Underwriters 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 Underwriters are 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 of or interest on the Refunding Bonds, it shall become the Owner of such Refunding Bonds with the right to payment of Principal of or 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, 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 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 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.

(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 18th day of January, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

President, Board of Education
West Contra Costa Unified School District

Attest:

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 January 18, 2012, 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: _____, 2012

Secretary

§ _____
**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
(CONTRA COSTA COUNTY, CALIFORNIA)
2012 GENERAL OBLIGATION REFUNDING BONDS**

PURCHASE CONTRACT

_____, 2012

Board of Education
West Contra Costa Unified School District

Ladies and Gentlemen:

The undersigned, _____, (the "Underwriter"), offers to enter into this Purchase Contract (the "Purchase Contract") with the West Contra Costa Unified School District (the "District"), which, upon your acceptance hereof, will be binding upon the District and the Underwriter. This offer is made subject to the written acceptance of this Purchase Contract by the District and delivery of such acceptance to us at or prior to 11:59 P.M., California Time, on the date hereof. Capitalized terms used and not otherwise defined herein shall have the meanings given to such terms in the Bond Resolution (defined below).

The District acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Purchase Contract is an arm's-length commercial transaction between the District and the Underwriter, (ii) in connection with such transaction, the Underwriter is acting solely as a principal and not as an agent, fiduciary, or financial advisor of the District, (iii) the Underwriter has not assumed a financial advisory or a fiduciary responsibility in favor of the District with respect to (A) the offering of the Bonds or the process leading thereto (whether or not the Underwriter has advised or is currently advising the District on other matters) or (B) any other obligation to the District except the obligations expressly set forth in this Purchase Contract and (iv) the District has consulted with their own legal and other professional advisors to the extent they deemed appropriate in connection with the offering of the Bonds.

1. **Purchase and Sale of the Bonds.** Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriter hereby agrees to purchase from the District for reoffering to the public, and the District hereby agrees to sell to the Underwriter for such purpose, all (but not less than all) of \$ _____ aggregate principal amount of the District's 2012 General Obligation Refunding Bonds (the "Bonds" or "Refunding Bonds"). The Bonds shall bear interest at the rates, shall mature in the years and shall be subject to redemption as shown on Appendix A hereto, which is incorporated herein by this reference. The Bonds shall be dated the date of delivery thereof and shall be payable as to interest on each February 1 and August 1, commencing August 1, 2012. The Underwriter shall purchase the Bonds at a price of

\$_____ (consisting of the principal amount of the Bonds of \$_____, plus original issue premium of _____, and less Underwriter's discount of \$_____.)

Inasmuch as this purchase and sale represents a negotiated transaction, the District understands, and hereby confirms, that the Underwriter is not acting as a fiduciary of the District, but rather are acting solely in their capacity as Underwriter for its own account. The Underwriter has been duly authorized to execute this Purchase Contract and to act hereunder.

2. **The Bonds.** The Bonds shall be dated the date of their delivery. The Bonds shall mature as shown on Exhibit A hereto and shall otherwise be as described in the Official Statement (defined below), and shall be issued and secured pursuant to the provisions of the Resolution of the District adopted on January 18, 2012 (the "Bond Resolution"), and Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Act"). The bonds are being issued to refund a portion of the District's outstanding \$95,000,000 General Obligation Bonds, Election of 2000, Series C, 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, and a portion of the District's outstanding \$69,999,376.75 General Obligation Bonds, Election of 2002, Series C.

The Bonds shall be executed and delivered under and in accordance with the provisions of this Purchase Contract and the Bond Resolution. The Bonds shall be in book-entry form, bear CUSIP numbers; shall be in fully registered book-entry form, registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"); and shall initially be in authorized denominations of Five Thousand Dollars (\$5,000) principal amount, or any integral multiple thereof.

3. **Use of Documents.** The District hereby authorizes the Underwriter to use, in connection with the offer and sale of the Bonds, this Purchase Contract, the Escrow Agreement, dated as of _____ 1, 2012, by and between the District and The Bank of New York Mellon Trust Company, as escrow agent, and an Official Statement (defined below), the Bond Resolution and all information contained herein and therein and all of the documents, certificates or statements furnished by the District to the Underwriter in connection with the transactions contemplated by this Purchase Contract.

4. **Public Offering of the Bonds.** The Underwriter agrees to make a bona fide public offering of all the Bonds at the initial public offering prices or yields to be set forth on the cover page of the Official Statement and Exhibit A hereto. Subsequent to such initial public offering, the Underwriter reserves the right to change such initial public offering prices or yields as it deems necessary in connection with the marketing of the Bonds.

5. **Review of Official Statement.** The Underwriter hereby represents that it has received and reviewed the Preliminary Official Statement with respect to the Bonds, dated _____, 2012 (the "Preliminary Official Statement"). The District represents that it deems the Preliminary Official Statement to be final as of its date, except for either revision or addition of the offering price(s), interest rate(s), yield(s) to maturity, selling compensation, aggregate principal amount, principal amount per maturity, delivery date, rating(s) and other terms of the Bonds which depend upon the foregoing as provided in and pursuant to Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "Rule").

The Underwriter agrees that prior to the time the final Official Statement (the "Official Statement") relating to the Bonds is available, the Underwriter will send to any potential purchaser of the Bonds, upon the request of such potential purchaser, a copy of the most recent Preliminary Official Statement. Such Preliminary Official Statement shall be sent by first class mail (or other equally prompt means) not later than the first business day following the date upon which each such request is received.

6. **Closing.** At 8:00 A.M., California Time, on _____, 2012, or at such other time or on such other date as shall have been mutually agreed upon by you and us (the "Closing"), you will deliver to us, at the offices of The Depository Trust Company ("DTC") in New York, New York, or at such other place as we may mutually agree upon, the Bonds in fully registered book-entry form, duly executed and registered in the name of Cede & Co., as nominee of DTC, and at the offices of Stradling Yocca Carlson & Rauth, a Professional Corporation ("Bond Counsel"), in San Francisco, California, the other documents hereinafter mentioned; and we will accept such delivery and pay the purchase price thereof in immediately available funds by check, draft or wire transfer to or upon the order of the District.

7. **Representations, Warranties and Agreements of the District.** The District hereby represents, warrants and agrees with the Underwriter that:

(a) Due Organization. The District is a school district duly organized and validly existing under the laws of the State of California, with the power to issue the Bonds pursuant to the Act.

(b) Due Authorization. (i) At or prior to the Closing, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Bonds; (ii) the District has full legal right, power and authority to refund the Refunded Bonds (as such term is defined in the Preliminary Official Statement), to enter into this Purchase Contract, the Escrow Agreement, and Continuing Disclosure Certificate, to adopt the Bond Resolution, to perform its obligations under each such document or instrument, to approve the Official Statement and to carry out and effectuate the transactions contemplated by this Purchase Contract, the Escrow Agreement and the Bond Resolution; (iii) the execution and delivery or adoption of, and the performance by the District of the obligations contained in the Bonds, the Bond Resolution, the Escrow Agreement, the Continuing Disclosure Certificate and this Purchase Agreement have been duly authorized and such authorization shall be in full force and effect at the time of the Closing; (iv) this Purchase Contract and the Continuing Disclosure Certificate constitute valid and legally binding obligation of the District; and (v) the District has duly authorized the consummation by it of all transactions contemplated by this Purchase Contract.

(c) Consents. No consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any court or governmental agency or public body whatsoever is required in connection with the issuance, delivery or sale of the Bonds, the execution and delivery of this Purchase Contract and the Continuing Disclosure Certificate, the adoption of the Bond Resolution, or the consummation of the other transactions effected or contemplated herein or hereby, except for such actions as may be necessary to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions of the United States as the Underwriter may reasonably request, or which have not been taken or obtained; provided, however, that the

District shall not be required to subject itself to service of process in any jurisdiction in which it is not so subject as of the date hereof.

(d) Internal Revenue Code. The District has complied with the Internal Revenue Code of 1986, as amended, with respect to the Bonds.

(e) No Conflicts. To the best knowledge of the District, the issuance of the Bonds, and the execution, delivery and performance of this Purchase Contract, the Escrow Agreement, the Continuing Disclosure Certificate, the Bond Resolution and the Bonds, and the compliance with the provisions hereof do not conflict with or constitute on the part of the District a violation of or default under, the Constitution of the State of California or any existing law, charter, ordinance, regulation, decree, order or resolution and do not conflict with or result in a violation or breach of, or constitute a default under, any agreement, indenture, mortgage, lease or other instrument to which the District is a party or by which it is bound or to which it is subject.

(f) Litigation. As of the time of acceptance hereof, no action, suit, proceeding, hearing or investigation is pending or, to the best knowledge of the District, threatened against the District: (i) in any way affecting the existence of the District, or the Improvement District, or in any way challenging the respective powers of the several offices of the District or of the titles of the officials of the District to such offices; or (ii) seeking to restrain or enjoin the sale, issuance or delivery of any of the Bonds, the application of the proceeds of the sale of the Bonds, the collection of *ad valorem* property taxes contemplated by the Bond Resolution and the application thereof to pay the principal of and interest on the Bonds, or the pledge of the Debt Service Fund for the Bonds, or, or in any way contesting or affecting the validity or enforceability of the Bonds, this Purchase Contract, the Escrow Agreement or the Bond Resolution or contesting the powers of the District or the Improvement District or its authority with respect to the Bonds, the Bond Resolution or this Purchase Contract; or (iii) in which a final adverse decision could (a) materially adversely affect the operations of the District or the consummation of the transactions contemplated by this Purchase Contract, the Escrow Agreement or the Bond Resolution, (b) declare this Purchase Contract to be invalid or unenforceable in whole or in material part, or (c) adversely affect the exclusion of the interest paid on the Bonds from gross income for federal income tax purposes and the exemption of such interest on the Bonds from California personal income taxation.

(g) No Other Debt. Between the date hereof and the Closing, without the prior written consent of the Underwriter, neither the District, the Improvement District, nor any person on behalf of the District, will have issued in the name and on behalf of the District any bonds, notes or other obligations for borrowed money except for such borrowings as may be described in or contemplated by the Official Statement.

(h) Certificates. Any certificates signed by any officer of the District and delivered to the Underwriter shall be deemed a representation and warranty by the District or the Improvement District to the Underwriter, but not by the person signing the same, as to the statements made therein.

(i) Continuing Disclosure. At or prior to the Closing, the District shall have duly authorized, executed and delivered a continuing disclosure certificate with respect to the Bonds (the "Continuing Disclosure Certificate") on behalf of each obligated person for which financial and/or operating data is presented in the Official Statement. The Continuing Disclosure Certificate shall comply with the provisions of Rule 15c2-12(b)(5) and be substantially in the form attached to the Official Statement in Appendix __. As of the Closing, the District shall not be in default with respect to any continuing disclosure undertakings it may have incurred prior to the date hereof in connection with the delivery or issuance of any debt instruments, bonds, notes, certificates of participation or other municipal obligations.

(j) Official Statement Accurate and Complete. The Preliminary Official Statement, at the date thereof, did not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. At the date hereof and on the Closing Date, the Final Official Statement did not and will not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The District makes no representation or warranty as to the information contained in or omitted from the Preliminary Official Statement or the Final Official Statement in reliance upon and in conformity with information furnished in writing to the District by or on behalf of the Underwriter through a representative of the Underwriter specifically for inclusion therein.

(k) Levy of Tax. The District hereby agrees to take any and all actions as may be required by the County of Contra Costa or otherwise necessary in order to arrange for the levy and collection of taxes, payment of the Bonds, and the deposit and investment of Bond proceeds. In particular, the District hereby agrees to provide to the Auditor-Controller of the County of Contra Costa a copy of the Bond Resolution, a copy of Appendix A hereto, and the full debt service schedule for the Bonds, in accordance with Education Code Section 15140(c) and policies and procedures of the County of Contra Costa.

8. **Covenants of the District.** The District covenants and agrees with the Underwriter that:

(a) Securities Laws. The District will furnish such information, execute such instruments, and take such other action in cooperation with the Underwriter if and as the Underwriter may reasonably request in order to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations or such states and jurisdictions, provided, however, that the District shall not be required to consent to service of process in any jurisdiction in which it is not so subject as of the date hereof;

(b) Application of Proceeds. The District will apply the proceeds from the sale of the Bonds for the purposes specified in the Bond Resolution;

(c) Official Statement. The District hereby agrees to deliver or cause to be delivered to the Underwriter, not later than the seventh (7th) business day following the date this Purchase Contract is signed, copies of a final Official Statement substantially in the form of the Preliminary Official Statement, with only such changes therein as shall have been accepted by the Underwriter and the District (such Official Statement with such changes, if any, and including the cover page and all appendices, exhibits, maps, reports and statements

included therein or attached thereto being herein called the "Official Statement") in such quantities as may be requested by the Underwriter not later than five (5) business days following the date this Purchase Contract is signed, in order to permit the Underwriter to comply with paragraph (b)(4) of the Rule and with the rules of the Municipal Securities Rulemaking Board. The District hereby authorizes the Underwriter to use and distribute the Official Statement in connection with the offering and sale of the Bonds;

(d) Subsequent Events. The District hereby agrees to notify the Underwriter of any event or occurrence that may affect the accuracy or completeness of any information set forth in the Official Statement relating to the District and the Improvement District, until the date which is twenty-five (25) days following the Closing, or until such time (if earlier) as the Underwriter shall no longer hold any of the Bonds for sale;

(e) References. References herein to the Preliminary Official Statement and the final Official Statement include the cover page and all appendices, exhibits, maps, reports and statements included therein or attached thereto; and

(f) Amendments to Official Statement. During the period ending on the 25th day after the End of the Underwriting Period (or such other period as may be agreed to by the District and the Underwriter), the District (i) shall not supplement or amend the Official Statement or cause the Official Statement to be supplemented or amended without the prior written consent of the Underwriter and (ii) shall notify the Underwriter promptly if any event shall occur, or information comes to the attention of the District, that is reasonably likely to cause the Official Statement (whether or not previously supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. If, in the opinion of the Underwriter, such event requires the preparation and distribution of a supplement or amendment to the Official Statement, the District shall prepare and furnish to the Underwriter, at the District's expense, such number of copies of the supplement or amendment to the Official Statement, in form and substance mutually agreed upon by the District and the Underwriter, as the Underwriter may reasonably request. If such notification shall be given subsequent to the Closing, the District also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement.

(1) For purposes of this Agreement, the "End of the Underwriting Period" is used as defined in Rule 15c2-12 and shall occur on the later of (A) the date of Closing or (B) when the Underwriter no longer retain an unsold balance of the Bonds; unless otherwise advised in writing by the Underwriter on or prior to the Closing Date, or otherwise agreed to by the District and the Underwriter, the District may assume that the End of the Underwriting Period is the Closing Date.

9. Representations, Warranties and Agreements of the Underwriter. The Underwriter represents to and agrees with the District that, as of the date hereof and as of the Closing Date:

(a) The Underwriter is duly authorized to execute this Purchase Contract and to take any action under this Purchase Contract required to be taken by it.

(b) The Underwriter is in compliance with MSRB Rule G-37 with respect to the District, and is not prohibited thereby from acting as the underwriters with respect to securities of the District.

(c) The Underwriter has, and has had, no financial advisory relationship, as that term is defined in the California Government Code Section 53590(c) with the District with respect to the Bonds, and no investment firm controlling, controlled by or under common control with the Underwriter has or has had any such financial advisory relationship.

(d) The Underwriter has reasonably determined that the District's undertaking to provide continuing disclosure with respect to the Bonds pursuant to Section 10(e)(11) hereof is sufficient to effect compliance with Rule 15c2-12

10. Conditions to Closing. The Underwriter has entered into this Purchase Contract in reliance upon the representations and warranties of the District contained herein and the performance by the District of its obligations hereunder, both as of the date hereof and as of the date of Closing. The Underwriter's obligations under this Purchase Contract are and shall be subject at the option of the Underwriter, to the following further conditions at the Closing:

(a) Representations True. The representations and warranties of the District and the Improvement District contained herein shall be true, complete and correct in all material respects at the date hereof and at and as of the Closing, as if made at and as of the Closing, and the statements made in all certificates and other documents delivered to the Underwriter at the Closing pursuant hereto shall be true, complete and correct in all material respects on the date of the Closing; and the District shall be in compliance with each of the agreements made by it in this Purchase Contract;

(b) Obligations Performed. At the time of the Closing, (i) the Official Statement, this Purchase Contract and the Bond Resolution shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by us; (ii) all actions under the Act which, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby, shall have been duly taken and shall be in full force and effect; and (iii) the District shall perform or have performed all of their obligations required under or specified in the Bond Resolution, this Purchase Contract, the Escrow Agreement or the Official Statement to be performed at or prior to the Closing;

(c) Adverse Rulings. To the best knowledge of the District, no decision, ruling or finding shall have been entered by any court or governmental authority since the date of this Purchase Contract (and not reversed on appeal or otherwise set aside), or shall be pending or threatened which has any of the effects described in Section 7(f) hereof or contesting in any way the completeness or accuracy of the Preliminary Official Statement and Official Statement;

(d) Marketability. Between the date hereof and the Closing, the market price or marketability or the ability of the Underwriter to enforce contracts for the sale of the Bonds, at the initial offering prices of the Bonds set forth in the Official Statement, shall not have been materially adversely affected in the judgment of the Underwriter (evidenced by a written notice to the District terminating the obligation of the Underwriter to accept delivery of and pay for the Bonds) by reason of any of the following:

(1) legislation enacted or introduced in the Congress or recommended for passage by the President of the United States, or a decision rendered by a court established under Article III of the Constitution of the United States or by the United States Tax Court, or an order, ruling, regulation (final, temporary or proposed) or official statement issued or made:

(i) by or on behalf of the United States Treasury Department, or by or on behalf of the Internal Revenue Service, with the purpose or effect, directly or indirectly, of causing inclusion in gross income for purposes of federal income taxation of the interest received by the owners of the Bonds; or

(ii) by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, to the effect that the Bonds, or obligations of the general character of the Bonds, including any and all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended;

(2) legislation enacted by the legislature of the State of California (the "State) or a decision rendered by a Court of the State, or a ruling, order, or regulation (final or temporary) made by State authority, which would have the effect of changing, directly or indirectly, the State tax consequences of interest on obligations of the general character of the Bonds in the hands of the holders thereof;

(3) the formal declaration of war by Congress or a new major engagement in or escalation of military hostilities by order of the President of the United States, or the occurrence of any other declared national emergency that interrupts or causes discord to the operation of the financial markets in the United States for a period of more than 30 days.

(4) the declaration of a general banking moratorium by federal, New York or California authorities, or the general suspension of trading on any national securities exchange for a period of more than 30 days;

(5) the imposition by the New York Stock Exchange, other national securities exchange, or any governmental authority, of any material restrictions, including but not limited to those related to trading, settlement, collateral, or margin requirements, not now in force with respect to the Bonds, or obligations of the general character of the Bonds, or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by or to, or the charge to the net capital requirements of, the Underwriter;

(6) an order, decree or injunction of any court of competent jurisdiction, or order, filing, regulation or official statement by the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws, as amended and then in effect;

(7) the withdrawal, downgrading, or change in credit watch status of any rating of the District's outstanding indebtedness by a national rating agency; or

(8) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material adverse respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(e) Delivery of Documents. At or prior to the date of the Closing, the Underwriter shall receive copies of the following documents satisfactory in form and substance thereto:

(1) Bond Opinion. (i) An approving opinion of Bond Counsel, as to the validity and tax-exempt status of the Bonds, dated the date of the Closing, addressed to the District in substantially the form set forth in the Preliminary Official Statement as Appendix A; and (ii) a defeasance opinion with respect to the defeasance of the Refunded Bonds;

(2) Reliance Letter. A reliance letter from Bond Counsel to the effect that the Underwriter can rely upon the opinions described in (e)(1)(i) and (ii) above;

(3) Supplemental Opinion of Bond Counsel. A supplemental opinion of Bond Counsel addressed to the District and the Underwriter, in form and substance acceptable to the Underwriter, dated as of the Closing Date, substantially to the following effect:

(i) the description of the Bonds and the security for the Bonds and statements in the Official Statement on the cover page thereof and under the captions "INTRODUCTION," "THE BONDS," "CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS," and "TAX MATTERS," to the extent they purport to summarize certain provisions of the Bond Resolution and the Continuing Disclosure Certificate, fairly and accurately summarize the matters purported to be summarized therein; provided that Bond Counsel need not express any opinion with respect to any financial or statistical data, information concerning the DTC or its book-entry only system, or information contained in Appendices __ and __ thereto;

(ii) assuming due authorization, execution and delivery by all the parties thereto, this Purchase Contract has been duly authorized, executed and delivered by the respective parties thereto and constitutes a legal, valid and binding agreement of the District enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights and except as such enforcement may be subject to the application of equitable principles and the exercise of judicial

discretion in appropriate cases if equitable remedies are sought and by the limitations on legal remedies against public agencies in the State of California; and

(iii) the Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and the Bond Resolution is exempt from qualification as an indenture pursuant to the Trust Indenture Act of 1939, as amended; and

(4) Disclosure Counsel Opinion. The opinion of Stradling Yocca Carlson & Rauth, dated the Closing Date and addressed to the District, substantially to the effect that based on such counsel's participation in conferences with representatives of the Underwriter, the District and others, during which conferences the contents of the Official Statement and related matters were discussed, and in reliance thereon and on the records, documents, certificates and opinions described therein, such counsel advises the District, as a matter of fact and not opinion, that during the course of its engagement as Disclosure Counsel no information came to the attention of such counsel's attorneys rendering legal services in connection with such representation which caused such counsel to believe that the Official Statement as of its date (except for any financial or statistical data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion, Appendices B and D thereto, or DTC or its book-entry only system included therein, as to which such counsel need express no opinion or view) contained any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(5) Certificates. A certificate signed by appropriate officials of the District to the effect that (i) such officials are authorized to execute this Purchase Contract, (ii) the representations, agreements and warranties of the District herein are true and correct in all material respects as of the date of Closing, (iii) the District has complied with all the terms of the Bond Resolution, the Escrow Agreement and this Purchase Contract to be complied with by the District prior to or concurrently with the Closing, and, as to the District, such documents are in full force and effect, (iv) such District officials have reviewed the Official Statement and on such basis certify that the Official Statement (excluding therefrom information regarding DTC and its book-entry only system) does not contain any untrue statement of a material fact required to be stated therein or omit to state a material fact necessary to make the statements therein, in light of the circumstances in which they were made, not misleading, and (v) the Bonds being delivered on the date of the Closing to the Underwriter under this Purchase Contract substantially conform to the descriptions thereof contained in the Bond Resolution, and (vi) no event concerning the District has occurred since the date of the Official Statement which has not been disclosed therein or in any supplement thereto, but should be disclosed in order to make the statements in the Official Statement in light of the circumstances in which they were made not misleading;

(6) Arbitrage. A nonarbitrage certificate of the District in form satisfactory to Bond Counsel;

(7) Rating. Evidence satisfactory to the Underwriter that (i) the Bonds shall have been rated “___” by Standard & Poor’s Ratings Service, a Standard & Poor’s Financial Services LLC business (“S&P”) and “___” by Moody’s Investors Service (“Moody’s”) (or such other equivalent ratings as such rating agencies may give), and (ii) that any such ratings have not been revoked or downgraded;

(8) Bond Resolution. A certificate, together with fully executed copies of the Bond Resolution, of the Secretary of the District Board of Trustees to the effect that:

(i) such copies are true and correct copies of the Bond Resolution; and

(ii) that the Bond Resolution was duly adopted and has not been modified, amended, rescinded or revoked and is in full force and effect on the date of the Closing.

(9) Official Statement. A certificate of the appropriate official of the District evidencing his or her determinations respecting the Preliminary Official Statement in accordance with the Rule;

(10) Verification Report. A report and opinion of _____. with respect to the sufficiency of the Federal Securities, together with the interest and earning thereon and any cash held uninvested, held under the Escrow Agreement to refund the Refunded Bonds as provided in the Escrow Agreement;

(11) Continuing Disclosure Certificate. An executed copy of the Continuing Disclosure Certificate, substantially in the form presented in the Official Statement as Appendix C thereto;

(12) Other Documents. Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter may reasonably request to evidence compliance (i) by the District with legal requirements, (ii) the truth and accuracy, as of the time of Closing, of the representations of the District herein contained and of the Official Statement, and (iii) the due performance or satisfaction by the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the District.

(f) Termination. Notwithstanding anything to the contrary herein contained, if for any reason whatsoever the Bonds shall not have been delivered by the District to the Underwriter as provided in Section 6 herein, then the obligation to purchase Bonds hereunder shall terminate and be of no further force or effect except with respect to the obligations of the District and the Underwriter under Section 11 hereof.

If the District is unable to satisfy the conditions to the Underwriter’s obligations contained in this Purchase Contract or if the Underwriter’s obligations shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract may be cancelled by the Underwriter’s at, or at any time prior to, the time of Closing. Notice of such cancellation shall be given to the District in writing, or if by telephone, confirmed in writing. Notwithstanding any provision herein to

the contrary, the performance of any and all obligations of the District hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriter may be waived by the Underwriter in writing at its sole discretion.

11. **Conditions to Obligations of the District.** The performance by the District of its obligations is conditioned upon (i) the performance by the Underwriter of its obligations hereunder; and (ii) receipt by the District and the Underwriter of opinions and certificates being delivered at the Closing by persons and entities other than the District.

12. **Expenses.** The District shall pay the following expenses up to \$ _____ (i) the cost of the preparation and reproduction of the Bond Resolution; (ii) the fees and disbursements of Bond Counsel and Disclosure Counsel; (iii) the cost of the preparation, printing and delivery of the Bonds; (iv) the fees for bond ratings; (v) the cost of the printing and distribution of the Preliminary Official Statement and the Official Statement; (vii) the initial fees of the Paying Agent; (viii) the initial fees of the Escrow Agent; (ix) the fees of the Verification Agent; (x) expenses for travel, lodging, and subsistence related to rating agency visits and other meetings connected to the authorization, sale, issuance and distribution of the Bonds; and (xi) all other fees and expenses incident to the issuance and sale of the Bonds.

(b) Notwithstanding any of the foregoing, the Underwriter shall pay all out-of-pocket expenses of the Underwriter, including the California Debt and Investment Advisory Commission fee and other expenses (except those expressly provided above) without limitation, except travel and related expenses in connection with the bond ratings.

(c) Notwithstanding Section 10(f) hereof, the District hereby agrees, in the event the purchase and sale of the Bonds does not occur as contemplated hereunder, to reimburse the Underwriter for any costs described in Subsection 12(a)(x) above that are attributable to District personnel.

13. **Notices.** Any notice or other communication to be given under this Purchase Contract (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing if to the District, to West Contra Costa Unified School District, 1108 Bissel Avenue, Richmond, CA 94801, Attention: Associate Superintendent, Business Services; or if to the Underwriter, _____.

14. **Parties in Interest; Survival of Representations and Warranties.** This Purchase Contract when accepted by the District in writing as heretofore specified shall constitute the entire agreement between the District and the Underwriter. This Purchase Contract is made solely for the benefit of the District and the Underwriter (including the successors or assigns of the Underwriter). No person shall acquire or have any rights hereunder or by virtue hereof. All your representations, warranties, agreements and covenants of the District in this Purchase Contract shall survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of and payment by the Underwriter for the Bonds hereunder, and (c) any termination of this Purchase Contract.

15. **Execution in Counterparts.** This Purchase Contract may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute but one and the same document.

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16. **Applicable Law.** This Purchase Contract shall be interpreted, governed and enforced in accordance with the laws of the State of California applicable to contracts made and performed in such State.

Very truly yours,

[_____].

By: _____
Authorized Representative

The foregoing is hereby agreed to and accepted as of the date first above written:

**WEST CONTRA COSTA UNIFIED SCHOOL
DISTRICT**

By: _____
Associate Superintendent, Business Services

APPENDIX A

\$ _____

\$ _____ Serial Bonds			
Maturity (August 1)	Principal Amount	Interest Rate	Yield
2012			
2013			
2014			
2015			
2016			
2017			
2018			
2019			
2020			
2021			
2022			
2023			
2024			
2025			
2026			

⁽¹⁾ Yield to call at par on August 1, 20__.

Redemption Provisions

Optional Redemption. The Bonds maturing on or before August 1, 20__ are not subject to redemption. The Bonds maturing on or after August 1, 20__ are subject to redemption prior to their respective stated maturity dates, at the option of the District, from any source of available funds, in whole or in part, on any date on or after August 1, 20__ at a redemption price equal to the principal amount of the Bonds selected for redemption, together with interest accrued thereon to the date of redemption, without premium.