

**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
November 28, 2012

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
MEETING AGENDA
NOVEMBER 28, 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 Kennedy High School

B.5 Report/Ratification of Closed Session

* **B.6 Agenda Review and Adoption (Public Comment)**

* **B.7 Minutes: November 14, 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 Grants/Awards/Agreements**

Comment:

Formal action is requested from the Board of Education to accept the grants/awards/agreements, as detailed, dated November 28, 2012.

Recommendation:

Recommend Approval

Fiscal Impact:

As noted per grants summary

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

Comment:

The District has received donations as summarized, dated November 28, 2012. Staff recommends acceptance of these donations.

Recommendation:

Recommend Approval

Fiscal Impact:

As noted per donations summary

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

Comment:

The planned fund-raising events for the 2012-13 school year are summarized, dated November 28, 2012.

Recommendation:

Recommend Approval

Fiscal Impact:

Additional revenue for schools

***CI C.4 Notification of Claims Rejected**

Comment:

The District has received claims requesting compensation for personal injury. The District's risk management firm has investigated the claims and is requesting the School Board to ratify the authorized claims rejections.

Recommendation:

Ratify the rejection of claims

Fiscal Impact:

None

***CI C.5 Notification of Claim Rejected**

Comment:

The District has received a claim requesting compensation for property damage. The District's risk management firm has investigated the claim and is requesting the School Board to ratify the authorized claim rejection.

Recommendation:

Ratify the rejection of claim

Fiscal Impact:

None

***CI C.6 Routine Personnel Changes – Classified**

Comment:

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

Recommendation:

For Information Only

Fiscal Impact:

None

***CI C.7 Ratification of Manzanita Charter Middle School Memorandums of Understanding**

Comment:

The District approved the charter in the year 2000 for a term of 5 years, and subsequent renewals are current. This is to ratify the Memorandums of Understanding between West Contra Cost Unified School District and Manzanita Middle School, which defines our terms of operation.

Recommendation:

Board approves the Operational and Special Education memorandum.

Fiscal Impact:

Cost recovery for charter operation

***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: \$482,710. 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: Helms Video Surveillance System, Portola Middle School Demolition of Existing, Dover Elementary School Increment 2, De Anza High School Replacement Campus, Gompers High School Demo and Site Work, Murphy Elementary School Restroom Repairs, Mira Vista Elementary School Restroom Repairs, Sheldon Restroom Repairs, Nutrition Center Boiler Replacement. 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 Demo and Site Work project is required by the Board, with special findings as noted below, because this project is in excess of the Public Contract Code limit of 10% of the original contract value. In accordance with Public Contract Code 20118.4, the Board, by approving and ratifying these change orders, finds that it would have been futile to publicly bid the work in question because of the tight time frames to complete this work without affecting the operations of the District, and that the public is best served by having this work completed by the contractor on the project.

Recommendation:

Ratify negotiated change orders as noted

Fiscal Impact:

Total ratification and approval by this action: \$256,752.19

***CI C.10 Ratification of Staff Awarded Contract: CCS at Downer School Project**

Comment:

HY Architects has prepared plans and specifications for the project. Scope of work includes installation of a new electrical main panel, stand-alone fire alarm system, water and sewer piping, modification to existing fence and new gate, and work to meet ADA compliance.

The District received four bids for the project: Arthulia, Inc., \$83,600; NEMA Construction, \$89,000; ERA Construction, \$92,000; and Hung Construction, \$103,000.

In consideration of the need to complete the work expeditiously, the Superintendent's designee authorized award of a contract for the project to the lowest responsive, responsible bidder: Arthulia, Inc. for \$83,600.

The Education Code requires the Board to ratify this award action by the Superintendent's designee.

Recommendation:

Ratify staff awarded contract as noted

Fiscal Impact:

\$83,600. Project will be funded from the Measure J.

***CI C.11 Ratification of Staff Awarded Contract: Vista High School Portables Tech Lab 1&2 Project**

Comment:

Hamilton & Aitken Architects has prepared plans and specifications for the project. Scope of work includes providing power, fire alarm, security and data to two existing portables and site work for circulation and parking.

The District received four bids for the project: ERA Construction, \$89,000; AM Woo Construction, \$106,700; NEMA Construction, \$120,000; and Streamline Builders, \$130,000.

In consideration of the need to complete the work expeditiously, the Superintendent's designee authorized award of a contract for the project to the lowest responsive, responsible bidder: ERA Construction for \$89,000.

The Education Code requires the Board to ratify this award action by the Superintendent's designee.

Recommendation:

Ratify staff awarded contract as noted

Fiscal Impact:

\$89,000. Project will be funded from the Measure D - 2010.

* **C.12 Resolution No. 51-1213: Human Rights Day**

Comment:

The Universal Declaration of Human Rights was drafted in 1948. It aimed to form a basis for human rights all over the world and represented a significant change of direction from events during World War II and the continuing colonialism that was rife in the world at the time. The Universal Declaration of Human Rights is considered as the most translated document in modern history. It is available in more than 360 languages and new translations are still being added.

The UN General Assembly adopted and proclaimed the Universal Declaration of Human Rights at the Palais de Chaillot in Paris, France, on the December 10, 1948. All states and interested organizations were invited to mark December 10 as Human Rights Day at a UN meeting on December 4, 1950. It was first observed on December 10 that year and has been observed each year on the same date. Each year Human Rights Day has a theme. Some of these themes have focused on people knowing their human rights or the importance of human rights education.

Human Rights Day is a global observance and not a public holiday.

Recommendation:

That the Board approve the Human Rights Day Resolution and declare December 10th to Human Rights Day in the West Contra Costa Unified School District.

Fiscal Impact:

None

D. AWARDS, RECOGNITIONS, AND REPORTS

D.1 Resolution No. 52-1213: Honoring Tony Thurmond for Four Years of Service on the Board of Education

Comment:

A resolution of commendation will be presented to Tony Thurmond for four years of service on the Board of Education and to the Students, Staff, and Community of the West Contra Costa Unified School District.

Tony Thurmond has provided leadership in initiating the Youth Commission which enhanced the participation of students in the decisions that impact them the most. He also started the District Safety Committee which has resulted in improvements to school facilities, training for safety staff as well as improvements to policies and procedures that have resulted in having better places to learn. During his tenure on the Board, the District emerged from state receivership in June 2012.

Recommendation:

Recognition and Resolution Honoring Board Member Tony Thurmond

Fiscal Impact:

None

* **D.2 Resolution No. 53-1213: Honoring Antonio Medrano for Four Years of Service on the Board of Education**

Comment:

A resolution of commendation will be presented to Antonio Medrano for four years of service on the Board of Education and to the Students, Staff, and Community of the West Contra Costa Unified School District.

Antonio Medrano has provided leadership for improving student learning, building new schools and renovating other schools to enhance the daily lives of students and staff, providing critical links to the community, and supporting the district through a very difficult period for school finance. With Mr. Medrano's leadership and commitment the District emerged from state receivership in June 2012.

Recommendation:

Recognition and Resolution Honoring Board Member Antonio Medrano

Fiscal Impact:

None

* **D.3 Recognition & Celebration of the Volunteers for Measures E and G**

Comment:

At the heart of the success of any campaign are the volunteers who donate their time, effort and energy to make the campaign a success. The key reason that both Measures E and G were overwhelmingly approved at the November 6, 2012 election is the commitment of the volunteers who supported both campaigns.

Recommendation:

That the Board recognize and appreciate the scores of volunteers who participated in the campaigns for Measures E & G.

Fiscal Impact:

None

* **D.4 Global Youth Service Day**

Comment:

WCCUSD graduate Bertha Romo will make a presentation to the Board about Global Youth Service Day. This August, the City of Richmond was selected as a Lead Agency grant recipient to participate in Global Youth Service Day (GYSD) 2013. Global Youth Service Day is an international day of service in which youth around the world dedicate three days to making a meaningful impact on their community. For the first time ever, Richmond youth will participate in GYSD this upcoming year on April 26-28th. In the next four months, youth leaders throughout our city will research and identify needs in the city and plan and implement small projects to address the needs. We are seeking support in the areas of publicity and partnership from the school district in our effort to engage our students and teachers.

Recommendation:

For Information Only

Fiscal Impact:

None

* **D.5 Standing Reports**

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

Academic Subcommittee	Public Employees Local 1
Bayside Parent Teacher Association	Safety Committee
Citizens’ Bond Oversight Committee	School Supervisors Association
Community Budget Advisory Committee	United Teachers of Richmond
Facilities Subcommittee	Youth Commission
Ivy League Connection	
College and Career Readiness Academies	

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 on School Gardens**

Comment:

Molly Wahl of the organization Growing West County School Gardens Collaborative would like to report on their recent school garden survey results and the benefits of school gardens.

Recommendation:

For Information Only

Fiscal Impact:

None

* **E.3 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 Reducing Suspensions for 2012-13**

Comment:

The Board's Safety Committee reviewed the data for 2011-12 for student out-of-school suspensions at middle and high schools at the September meeting. The committee noted that the number of suspensions varied widely among the schools even after equating the numbers to student enrollment. More than half of all suspensions were for offences categorized under "defiance and/or disruption."

At the October meeting, each school brought a report of how suspensions could be reduced and a goal for reduction of suspensions from the 2011-12 level. The Safety Committee determined that these individual goals should be compiled so that the Safety Committee could recommend an overall goal of suspension reductions for the District in 2012-13.

Recommendation:

That the Board adopt a goal of reducing out-of-school suspensions in middle and high schools by 25%.

Fiscal Impact:

Positive in that students generate ADA only when in school

*** F.2 Presentation and Public Hearing of Initial Bargaining Proposal – Public Employees Union, Local One**

Comment:

Pursuant to the Educational Employment Relations Act, the initial proposal for negotiations by school district and labor unions must be submitted at a public meeting of the governing board. The initial proposal of the West Contra Costa Unified School District will be presented, at which time the public is allowed to comment on this proposal. A copy of the proposal is provided in the Board meeting packet which is available at the District's Administration Building, six high schools and online at the District's webpage.

Recommendation:

That the Board of Education hold a public hearing on the District's initial bargaining proposal to the Public Employees Local One for the 2012-2015 successor agreement.

Board Adoption of Initial Bargaining Proposal

Comment:

Following the public hearing on its initial bargaining proposal, the Board of Education will be asked to adopt the District's proposal to the Public Employees Local One for the 2012-2015 successor agreement.

Recommendation:

That the Board of Education adopt the initial bargaining proposal for labor negotiations with the Public Employees Local One.

Fiscal Impact:
To be determined

* **F.3 Presentation and Public Hearing of Initial Bargaining Proposal – School Supervisors Association**

Comment:

Pursuant to the Educational Employment Relations Act, the initial proposal for negotiations by school district and labor unions must be submitted at a public meeting of the governing board. The initial proposal of the West Contra Costa Unified School District will be presented, at which time the public is allowed to comment on this proposal. A copy of the proposal is provided in the Board meeting packet which is available at the District's Administration Building, six high schools and online at the District's webpage.

Recommendation:

That the Board of Education hold a public hearing on the District's initial bargaining proposal to the School Supervisors Association (SSA) for the 2012-2015 successor agreement.

Board Adoption of Initial Bargaining Proposal

Comment:

Following the public hearing on its initial bargaining proposal, the Board of Education will be asked to adopt the District's proposal to the School Supervisors Association for the 2012-2015 successor agreement.

Recommendation:

That the Board of Education adopt the initial bargaining proposal for labor negotiations with the School Supervisors Association.

Fiscal Impact:
To Be Determined

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

Comment:

Pursuant to the Educational Employment Relations Act, the initial proposal for negotiations by school district and labor unions must be submitted at a public meeting of the governing board. The initial proposal of the West Contra Costa Unified School District will be presented, at which time the public is allowed to comment on this proposal. A copy of the proposal is provided in the Board meeting packet which is available at the District's Administration Building, six high schools and online at the District's webpage.

Recommendation:

That the Board of Education hold a public hearing on the District's initial bargaining proposal to the United Teachers of Richmond for the 2012-2015 successor agreement.

Board Adoption of Initial Bargaining Proposal

Comment:

Following the public hearing on its initial bargaining proposal, the Board of Education will be asked to adopt the District's proposal to the United Teachers of Richmond for the 2012-2015 successor agreement.

Recommendation:

That the Board of Education adopt the initial bargaining proposal for labor negotiations with the United Teachers of Richmond.

Fiscal Impact:

To Be Determined

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 – December 12, 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

November 28, 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)

a. Superintendent Evaluation

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: November 28, 2012

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

Agenda Item: B.4

Subject: Presentation of Student Board Representative from John F. Kennedy High School

Background Information:

A Student Board Representative from John F. Kennedy High School will attend the Board of Education on November 28, 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

November 14, 2012

A. CLOSED SESSION

B. OPENING PROCEDURES

President Ramsey called the meeting to order at 5:30 P.M. The Board recessed into Closed Session.
President Ramsey called the Public Session to order at 6:31 P.M.

B.1 Pledge of Allegiance

President Ramsey led the pledge of allegiance.

B.2 Welcome and Meeting Procedures

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

B.3 Roll Call

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

Staff Present: Magdy Abdalla, Engineering Officer; Cheryl Broomall, Coordinator Educational Services; Steve Collins, SELPA Director; Bill Fay, Associate Superintendent Operations; Luis Freese, Director Maintenance/Operations; Sheri Gamba, Associate Superintendent for Business Services; Philip Gonsalves, Director Curriculum & Instruction; Wendell Greer, Associate Superintendent K-Adult Schools; Bruce Harter, Superintendent; Debbie Haynie, Executive Secretary; Joe Mayes, Maintenance Manager; Ken McDaniel, Building Maintenance Supervisor; Sonja Neely-Johnson, Coordinator Educational Services; Reyna Ortiz de Touriel, Interpreter; Lyn Potter, Director Categorical & Instructional Support Services; Nia Rashidchi, Assistant Superintendent, Education Services; Katie VonHusen, Coordinator Educational Services; Ken Whittemore, Assistant Superintendent Human Resources; Guy Zakrevsky, Director Educational Services

B.4 Presentation of Student Board Representative from Kennedy School

Ms. Karriana McClure provided a report of activities at Kennedy High School.

B.5 Report/Ratification of Closed Session

Superintendent Harter asked the Board to ratify the action taken in Closed Session regarding expulsion cases 001 and 002 for November 14, 2012 and to suspend those expulsions for placement within the West Contra Costa Unified School District.

MOTION: Mr. Medrano moved to ratify the action taken in Closed Session regarding expulsion cases 001 and 002 for November 14, 2012. Ms. Kronenberg seconded. Ms. Kronenberg, Mr. Medrano, Ms. Merriweather, and President Ramsey voted yes, with Mr. Thurmond abstaining and no absences. Motion carried 4-0-1-0.

B.6 Agenda Review and Adoption

President Ramsey asked that item D.4 be moved to follow Consent Items.

MOTION: Mr. Medrano moved approval of the agenda with the modification. Ms. Merriweather seconded. Ms. Kronenberg, Mr. Medrano, Ms. Merriweather, Mr. Thurmond, Student Board Representative Karriana McClure (advisory vote only) and President Ramsey voted yes, with no abstentions and no absences. Motion carried 5-0-0-0.

B.7 Minutes: October 24, 2012

MOTION: Ms. Kronenberg moved approval of the Minutes of October 24, 2012. Mr. Medrano seconded. Ms. Kronenberg, Mr. Medrano, Ms. Merriweather, Mr. Thurmond, Student Board Representative Karriana McClure (advisory vote only) 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 Master Contracts for Nonpublic, Nonsectarian School/Agency Services**
- C.7 Notice of Completion: Bid 1101612-02 Collins Elementary School New Fire Alarm**
- C.8 403 (b) Plan Amendment**
- C.9 CalPERS Retiree Benefit Resolutions**
 - RESCIND – Resolutions adopted on October 24, 2012**
 - Resolution No. 34-1213: Unrepresented Classified Confidential**
 - Resolution No. 35-1213: Public Employees Union, Local 1**
 - Resolution No. 36-1213: School Supervisors Association**
 - Resolution No. 37-1213: Unrepresented Certificated Management**
 - Resolution No. 38-1213: Unrepresented Classified Management**
 - Resolution No. 39-1213: United Teachers of Richmond**
 - Resolution No. 40-1213: West Contra Costa Administrators Association**
 - ADOPT**
 - Resolution No. 44-1213: Unrepresented Classified Confidential**
 - Resolution No. 45-1213: Public Employees Union, Local 1**
 - Resolution No. 46-1213: School Supervisors Association**
 - Resolution No. 47-1213: Unrepresented Certificated Management**
 - Resolution No. 48-1213: Unrepresented Classified Management**
 - Resolution No. 49-1213: United Teachers of Richmond**
 - Resolution No. 50-1213: West Contra Costa Administrators Association**
- C.10 Acceptance of Contracts for Placement of Student Teachers**
- C.11 Certificated Board Authorization - Education Code 44285.3**

Mr. Whittemore read a correction into the record regarding the subject line to read Education Code 44258.3.
- C.12 Routine Personnel Changes – Classified**
- C.13 Presentation of Initial Bargaining Proposal from WCCUSD to Public Employees, Local One**
- C.14 Presentation of Initial Bargaining Proposal from Local One to the West Contra Costa Unified School District**
- Public Comment:**

Scott Brown
- C.15 Presentation of Initial Bargaining Proposal from WCCUSD to School Supervisors Association**
- C.16 Presentation of Initial Bargaining Proposal of School Supervisors Association to the West Contra Costa Unified School District**
- C.17 Presentation of Initial Bargaining Proposal from WCCUSD to the United Teachers of Richmond**
- C.18 NCLB Supplemental Educational Services (SES) Tutoring Contracts**
- C.19 Resolution No. 43-1213: American Education Week – November 11-17, 2012**
- C.20 Ratification and Approval of Engineering Services Contracts**
- C.21 Ratification and Approval of Negotiated Change Orders**
- C.22 Ratification of Staff Awarded Contract: Coronado Elementary School Reconstruction Demolition Project**
- C.23 Ratification of Staff Awarded Contract: Pinole Middle School Security Raceway Infrastructure Project**
- C.24 Resolution No. 42-1213: Recognizing Contributions of Veterans to the Country**
- C.25 Approval of Board Members to Attend Conferences**

MOTION: Mr. Medrano moved approval of Consent Items C.1 – C.25. Ms. Kronenberg seconded. Ms. Kronenberg, Mr. Medrano, Ms. Merriweather, Mr. Thurmond, Student Board Representative Karriana McClure (advisory vote only) and President Ramsey voted yes, with no abstentions and no absences. Motion carried 5-0-0-0.

A brief recess was taken at this time.

President Ramsey asked the Board to modify the agenda by moving item F.2 to follow D.4.

MOTION: Ms. Kronenberg moved approval of moving item F.2 to follow D.4. Mr. Medrano seconded. Ms. Kronenberg, Mr. Medrano, Ms. Merriweather, Mr. Thurmond, Student Board Representative Karriana McClure (advisory vote only) and President Ramsey voted yes, with no abstentions and no absences. Motion carried 5-0-0-0.

D. AWARDS, RECOGNITIONS, AND REPORTS

D.4 Budget Update

Ms. Gamba provided a report with information regarding the general fund budget, the additional projected revenue with Proposition 30 funds and the recently renewed parcel tax, as well as use of special reserve funds over the next three years to maintain a balanced budget.

Public Comment:

None

Board Comment:

President Ramsey had questions about the proposed 2014-15 budget figures. Ms. Gamba provided clarification. Ms. Kronenberg talked about the recent election and passage of the District's parcel tax and bond measures. Ms. Merriweather said she was excited about the direction of the District for a bright future. Mr. Thurmond echoed thanks to the people of West Contra Costa and the State about the passage of Proposition 30. He spoke about the State's economic conditions and the averted financial devastation to education. He continued to speak about the need to change the structural revenue deficit in the State. Mr. Medrano spoke about the recent election results, commending the people of West County for passage of the bond measure and parcel tax. President Ramsey had additional questions about the multi-year projections to the budget. Ms. Gamba responded. He continued by speaking about the percentage of voters who approved the parcel tax and bond measures.

F.2 Call for Nominations for California School Boards Association (CSBA) Delegate Assembly

President Ramsey said that he would like to submit his name to CSBA for consideration as an appointment to fill Mr. Medrano's Delegate Assembly vacancy.

Public Comment:

None

Board Comment:

None

MOTION: Mr. Thurmond moved approval of submitting Mr. Ramsey's name to fill the Delegate Vacancy of Mr. Medrano. Ms. Kronenberg seconded. Ms. Kronenberg, Mr. Medrano, Ms. Merriweather, Mr. Thurmond, Student Board Representative Karriana McClure (advisory vote only) and President Ramsey voted yes, with no abstentions and no absences. Motion carried 5-0-0-0.

President Ramsey left the meeting, passing the gavel to Mr. Medrano who presided over the remainder of the meeting.

D.1 The Ed. Fund Grant Winners for 2012

Ms. Rashidchi introduced Ed Fund Executive Director Joel Mackey who provided information about this year's grant award winners. The award winners represent elementary, middle, and high schools. Over \$35,000 was awarded this year to 27 different projects in increments of \$500 for teachers and \$1000 for schools. Those award winners present told the Board about their projects. Mr. Mackey concluded by commending the teachers for their creativity and ability to leverage the funds to do more for students. He also thanked the sponsors and donors.

Public Comment:

None

Board Comment:

Mr. Thurmond spoke about the donations and the important impact to teachers. Ms. Kronenberg remarked that it is quite extraordinary what teachers can do with this amount of money for so many types of programs. Student Representative Karriana McClure said she was interested in the variety of grant projects.

Ms. Merriweather thanked the Ed Fund and commended the teachers for the variety of grant proposals. Clerk Medrano spoke about serving on the Ed Fund Board of Directors.

D.2 WriterCoach Connection and WCCUSD schools

Ms. Rashidchi introduced Bob Menzimer, Executive Director of the Community Alliance for Learning. Mr. Menzimer told about the role of the organization and the WriterCoach Connection's work with students in the District.

Public Comment:

None

Board Comment:

Ms. Merriweather thanked the WriterCoach Connection for this program in the District. She said that students need the opportunity to develop and improve writing skills.

Ms. Kronenberg spoke of her husband's volunteer work with the organization and the target approach to helping the volunteers know what is expected and how they can help students. She also thanked Mr. Todd Groves for his work with the program in the District.

Student Representative Karriana McClure said she thought this was a good program for students with a huge impact in school and after graduation.

Mr. Thurmond thanked Mr. Menzimer for the work of the program. He spoke about the District's commitment to rigor at the middle school level.

Clerk Medrano spoke about the results he had seen and his experiences teaching students in South America.

Ms. McClure left the meeting for the evening.

D.3 California Common Core Standards and Assessments

Ms. Rashidchi invited Katie VonHusen to present details regarding the District's transition to the California Common Core Standards (CCCS). She provided background about preparation for students to succeed in college and the workplace. Sonja Neely-Johnson spoke about the transition for CCCS English Language Arts. Phil Gonsalves spoke about mathematics transition and assessments. Ms. VonHusen concluded by speaking about the implementation phase, as well as expectations and accountability.

Public Comment:

Diane Brown

Board Comment:

Ms. Rashidchi responded to Ms. Brown's concerns about teacher professional development and an infrastructure for the implementation process.

Ms. Kronenberg spoke about the process for the transition to the CCCS saying the District welcomed suggestions to be more effective in training teachers.

Ms. Merriweather spoke about the summer training with CTA and continued collaboration through the process. She wants teachers to feel comfortable with the changes and improvements. She was hopeful that Ms. Brown's concerns can be addressed.

Mr. Medrano had questions about the representation of lead teachers in initial training meetings. Ms. Neely-Johnson responded.

Mr. Thurmond thanked the presenters and expressed feelings of ambivalence when the State mandates a program. He said he understood the need for voicing concerns. Mr. Thurmond had questions about implementation, and incentives or consequences. Ms. Rashidchi responded with clarification.

Clerk Medrano asked about the technology readiness of the District. Ms. Rashidchi and Mr. Greer responded.

Superintendent Harter responded that the District is aware that more technical support for schools will be necessary which means a budget consideration to fund personnel for 2014-15.

Clerk Medrano continued with questions about English Language Learners becoming more proficient. Staff responded with information.

D.4 Budget Update

This item was moved to follow Consent Items.

D.5 Standing Reports

United Teachers of Richmond. President Diane Brown spoke about the need for an infrastructure to identify stakeholders and departments for implementation of the Common Core Standards with shared leadership. Ms. Brown

also spoke about the community of voter's passage of the parcel tax and bond measure. She thanked teachers and staff who participated in the monumental campaign. She expressed concern about comments made about budgets and teacher benefits.

Academic Subcommittee. Ms. Rashidchi reported on last night's meeting where school liaisons spoke about the KEYs program areas of focus and work done so far. Also on the agenda was training on CCCS basics and deeper level work with math professional development. The next meeting is scheduled for December 11th at Helms Middle School, 6:30 P.M.

Community Budget Advisory Committee. Ms. Gamba reported that the next meeting is planned for December 6 at the Alvarado Adult Education campus. The agenda will be posted on the District website.

Facilities Subcommittee. Mr. Medrano reported on the recent meeting where action included the approval of the Helms middle window shades, Richmond High School's campus improvement schematic design to remodel the buildings, and removal of portables and building of a new practice gymnasium.

Ivy League Connection. Ms. Kronenberg spoke about her recent trip to Brown University with students who attended the Women in Leadership program as a follow up to their summer program. The four day program was attended by students from Alaska, Korea, as well as China. She also reported that an upcoming mentorship program with alumni from Brown and Yale Universities is being planned.

Safety Committee. Ms. Merriweather reported on the recent meeting where discussion took place about suspension reduction and restorative justice. She said that principals shared how the programs are working in their schools. The next meeting is planned for December 13, 9:00 A.M. at North Campus High School.

Youth Commission. Ms. Kronenberg said the recent meeting, attended by students from across the District, was organized by Executive Director Antoinette Henry-Evans. The kickoff meeting reviewed general areas for students to address. The next meeting will be held November 26, 6:00 P.M. at Helms Middle School.

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

E.1 Superintendent's Report
Superintendent Harter provided a report of activities in the District.

E.2 WCCUSD Public Comment
Michael Gonzalez

F. ACTION ITEMS

F.1 K-6 English Language Arts (ELA) Instructional Materials Adoption Recommendation
Cheryl Broomall presented information regarding the new materials adoption in order to meet the new California standards. Teacher Amanda Henderson spoke about the piloting program. Teacher Marcella Jamerson provided information about the committee's recommendation of K-6 California *Treasures/ Tesoros de lectura*. She also spoke of the next steps once approved, working through the program to advise and focus implementation in 2013-2014.

Public Comment:
None

Board Comment:
None

MOTION: Ms. Kronenberg moved approval of the K-6 English Language Arts (ELA) Instructional Materials Adoption Recommendation. Mr. Thurmond seconded. Ms. Kronenberg, Mr. Medrano, Ms. Merriweather, Mr. Thurmond voted yes, with no abstentions and President Ramsey absent. Motion carried 4-0-0-1.

F.2 Call for Nominations for California School Boards Association (CSBA) Delegate Assembly
This item was moved to follow D.4.

G. DISCUSSION ITEMS

G.1 Project Status Report

Mr. Magdy Abdalla provided a report of construction projects in the District.

Public Comment:

None

Board Comment:

None

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

None

I. COMMENTS OF THE BOARD OF EDUCATION AND SUPERINTENDENT

Mr. Thurmond thanked the voters who supported the parcel tax and bond measures as well as Proposition 30.

Ms. Merriweather wished the community a Happy Thanksgiving.

Ms. Kronenberg spoke about attending the recent Bay Area Science Fair at AT&T Park where approximately 500 children also attended. She said the organization 4Richmond hosted the children. This same organization is also sending six District students to visit Fisk University, thereby expanding the college going culture in the District. She concluded with comments for newly elected City Council Member Gary Bell who is gravely ill.

Mr. Medrano recommended that viewers would enjoy the new Lincoln movie in theaters which is very moving. He adjourned the meeting by reading a quote from José Martí, a Cuban poet who wrote about the liberation of Cuba from the Spanish in 1898.

The meeting was adjourned with wishes to Mr. Bell for good health.

J. THE NEXT SCHEDULED BOARD OF EDUCATION MEETING

Lovonya DeJean Middle School – November 28, 2012

K. ADJOURNMENT

Clerk Medrano adjourned the meeting at 9:48 P.M.

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

BH:dh

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

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education

Meeting Date: November 28, 2012

From: Sheri Gamba 
Associate Superintendent Business Services

Agenda Item: CI C.1

Subject: Grants/Awards/Agreements

Background Information: Formal action is requested from the Board of Education to accept the grants/awards/agreements, as detailed on the attached sheet dated November 28, 2012.

Recommendation: Recommend Approval

Fiscal Impact: As noted per grants summary

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

GRANT / AWARD / AGREEMENT NOTIFICATIONS

Project Name	Project Amount for Budget Period	Funding Agency	Comments
CPA - Health Sports Medicine Academy at De Anza	\$58,725	California Department of Education - High School Innovations/Initiative Office - Career/College	Health Sports Medicine Academy at De Anza
Resource # 6385	7/1/12 - 6/30/14	Division	PCA # 24960-01
Information Technology and Communications Academy at De Anza	\$58,725	California Department of Education - High School Innovations/Initiative Office - Career/College	Information Technology and Communications Academy at De Anza
Resource # 6385	7/1/12 - 6/30/14	Division	PCA # 24960-02
Information Technology and New Media Academy at El Cerrito	\$58,725	California Department of Education - High School Innovations/Initiative Office - Career/College	Information Technology and New Media Academy at El Cerrito
Resource # 6385	7/1/12 - 6/30/14	Division	PCA # 24960-03
Media Academy at El Cerrito	\$58,725	California Department of Education - High School Innovations/Initiative Office - Career/College	Media Academy at El Cerrito
Resource # 6385	7/1/12 - 6/30/14	Division	PCA # 24960-04
Academy of Hospitality /International Tourism Hospitality Industry at Hercules	\$58,725	California Department of Education - High School Innovations/Initiative Office - Career/College	Academy of Hospitality and International Tourism Hospitality Industry at Hercules
Resource # 6385	7/1/12 - 6/30/14	Division	PCA # 24960-05
ACET (Architecture, Construction, Engineer- ing, & Technology) Academy at Kennedy	\$58,725	California Department of Education - High School Innovations/Initiative Office - Career/College	ACET (Architecture, Construction, Engineering, & Technology) Academy at Kennedy
Resource # 6385	7/1/12 - 6/30/14	Division	PCA # 24960-06
Information Technology Academy at Kennedy	\$58,725	California Department of Education - High School Innovations/Initiative Office - Career/College	Information Technology Academy at Kennedy
Resource # 6385	7/1/12 - 6/30/14	Division	PCA # 24960-07


J F Kennedy High Law Academy at Kennedy	\$58,725	California Department of Education - High School Innovations/Initiative Office - Career/College Division	J F Kennedy High Law Academy at Kennedy
Resource # 6385	7/1/12 - 6/30/14		PCA # 24960-08
Law and Justice Academy at Pinole Valley	\$58,725	California Department of Education - High School Innovations/Initiative Office - Career/College Division	Law and Justice Academy at Pinole Valley
Resource # 6385	7/1/12 - 6/30/14		PCA # 24960-09
Health Academy at Pinole Valley	\$58,725	California Department of Education - High School Innovations/Initiative Office - Career/College Division	Health Academy at Pinole Valley
Resource # 6385	7/1/12 - 6/30/14		PCA # 24960-10
Visual Performing Arts Academy at Pinole Valley	\$58,725	California Department of Education - High School Innovations/Initiative Office - Career/College Division	Visual Performing Arts Academy at Pinole Valley
Resource # 6385	7/1/12 - 6/30/14		PCA # 24960-11
Richmond High School Law Academy at Richmond	\$58,725	California Department of Education - High School Innovations/Initiative Office - Career/College Division	Richmond high School Law Academy at Richmond
Resource # 6385	7/1/12 - 6/30/14		PCA # 24960-12
Creative and Performing Arts Academy (CAPA) at Richmond	\$58,725	California Department of Education - High School Innovations/Initiative Office - Career/College Division	Creative and Performing Arts Academy (CAPA) at Richmond
Resource # 6385	7/1/12 - 6/30/14		PCA # 24960-13
Preschool Local Entitlements 2012-13	\$523,533	California Department of Education - Special Ed Division, Administrative Services Unit	Fund for Preschool at Cameron
Resource # 3320	7/1/12 - 9/30/14		PCA # 13682-01

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: November 28, 2012

From: Sheri Gamba 
Associate Superintendent Business Services

Agenda Item: CI C.2

Subject: Acceptance of Donations

Background Information: The District has received donations as summarized on the attached sheet dated November 28, 2012. The estimated values for any non-cash donations (as indicated by an asterisk) are those provided by the donor. Staff recommends acceptance of these donations.

Recommendation: Recommend Approval

Fiscal Impact: As noted per donations summary.

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

West Contra Costa Unified School District
November 28, 2012 Board Meeting

<u>Donor Name</u>	<u>Description or Purpose</u>	<u>Estimated Value</u>	<u>Receiving School or Department</u>
Wells Fargo Community Support Campaign	Supplies	\$310.31	Ohlone Elementary
Mr. Dori Maxon	Student Body Fund	\$400.00	El Cerrito High
PG&E Corporation Foundation	Supplies	\$499.00	Hercules Middle High
AT&T United Way	Supplies	\$95.73	Hercules Middle High
AT&T United Way	Supplies	\$92.34	Hercules Middle High
Mr. Virgil Patton	Supplies	*\$800.00	Pinole Valley High
Mr. Virgil Patton	Supplies	*\$32.00	Pinole Valley High
Mr. Virgil Patton	Supplies	*\$95.00	Pinole Valley High
Mr. Virgil Patton	Supplies	*\$1,400.00	Pinole Valley High
Mr. Virgil Patton	Supplies	*\$430.00	Pinole Valley High
Mr. Virgil Patton	Supplies	*\$190.00	Pinole Valley High
Mr. Virgil Patton	Supplies	*\$80.00	Pinole Valley High
Ms. Veronica Perez	Supplies	*\$400.00	Alvarado Adult

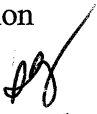
*Estimated values for the non-cash donations are provided by the donor
Donation Précis 112812

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: November 28, 2012

From: Sheri Gamba 
Associate Superintendent Business Services

Agenda Item: CI C.3

Subject: Approval of Fund-Raising Activities

Background Information: The planned fund-raising events for the 2012-13 school year are summarized on the attached sheet dated November 28, 2012.

Recommendation: Recommend Approval

Fiscal Impact: Additional revenue for schools

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

West Contra Costa Unified School District
November 28, 2012 Board Meeting

APPROVAL OF FUND-RAISERS


<u>School</u>	<u>Fund-Raising Activity</u>	<u>Activity Sponsor</u>
Ohlone Elementary	Avon Product Sales	Ohlone PTA
Valley View Elementary	Sale of World's Finest Chocolate	6th Graders at Valley View
Middle College	Sale of World's Finest Chocolate	Middle College Teachers
Middle College	Tea Night	Middle College Teachers

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: November 28, 2012

From: Sheri Gamba 
Associate Superintendent Business Services

Agenda Item: CI C.4

Subject: Notification of Claims Rejected

Background Information: The District has received claims requesting compensation for personal injury. The District's risk management firm has investigated the claims and is requesting the School Board to ratify the authorized claims rejections.

Recommendation: Ratify the rejection of claims

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

West Contra Costa Unified School District
November 28, 2012

20011-2012 CLAIMS REJECTED

<u>School or Department</u>	<u>Date of Occurrence</u>	<u>Claimant</u>	<u>Type of Loss</u>	<u>Disposition of Settlement</u>
De Anza High	9/24/12	District Student	Personal Injury	Rejected
De Anza High	9/10/12 & 9/24/12	District Student	Personal Injury	Rejected

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: November 28, 2012

From: Sheri Gamba 
Associate Superintendent Business Services

Agenda Item: CI C.5

Subject: Notification of Claim Rejected

Background Information: The District has received a claim requesting compensation for property damage. The District's risk management firm has investigated the claim and is requesting the School Board to ratify the authorized claim rejection.

Recommendation: Ratify the rejection of claim

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

West Contra Costa Unified School District
November 28, 2012

2009-2010 CLAIM REJECTED

<u>School or Department</u>	<u>Date of Occurrence</u>	<u>Claimant</u>	<u>Type of Loss</u>	<u>Disposition of Settlement</u>
Shannon School	May 2012	John Calligeros	Property Loss	Rejected

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: November 28, 2012

From: Kenneth L. Whittemore,
Assistant Superintendent Human Resources

Agenda Item: CI C.6

Subject: Routine Personnel Changes – Classified

Background Information:

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

Recommendation: For Information Only

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

November 28, 2012

FOR INFORMATION ONLY

Classified Personnel Changes

PROMOTION			
ARNOLD, MARQUES ANTHONY	INST ASSIST 43+10%	PINOLE MIDDLE	10/29/2012
BLENKINSOP, CARLA MARIE	INST ASSISTANT SP ED	KENSINGTON	11/9/2012
BRANCH, DEMI	STAFF SECRETARY-PRESCHOOL	PRESCHOOL OFFICE	11/1/2012
BROWN, CAROLYN	GRADUATE TUTOR	FORD	11/7/2012
BURROWS, WAYNE A.	CUSTODIAN	GRANT	10/8/2012
DENSMORE, BRANDON	CUSTODIAL SUPV JR HIGH SCHOOL	CRESPI JUNIOR	11/19/2012
ENRIQUEZ, ABIGAIL GUZMAN	GRADUATE TUTOR	HERCULES HIGH	11/5/2012
ESTRELLA, HEIDI MARIE	ATTENDANCE CLERK	DE ANZA HIGH	10/1/2012
HERNANDEZ, LOUIS	CUSTODIAN	FACILITIES- PLANNING/ENGINEERING	11/13/2012
JACKSON, YVETTE ANGELA	TYPIST CLERK II	PINOLE VALLEY HIGH	10/1/2012
JERNIGAN, GLENN	PAINTER ASSISTANT	MAINTENANCE DISTRICTWIDE	8/1/2012
JONES, CARLA STRAUSS	CLASSROOM SUPPORT AIDE	KENSINGTON	9/25/2012
LEE, CORNELIUS E	GARDENER	GROUPS DISTRICTWIDE	11/8/2012
MCGUIRE, KRISTI ANN	TYPIST CLERK II	VISTA HIGH	11/13/2012
MEJIA, DEYANIRA	GRADUATE TUTOR	KENSINGTON	11/13/2012
MEJIA, JENNY P	CAMPUS SECURITY OFFICER I	RICHMOND HIGH	11/1/2012
MONTES VILLALVAZO, LUIS R	SPECIAL EDUCATION ASSISTANT	STEGE	9/24/2012
OROZCO, HERNAN G	GRADUATE TUTOR	SHANNON	11/1/2012
POSADA-DEAN, MARIA ANTONIETA	TYPIST CLERK II BILINGUAL	HELMS MIDDLE	11/5/2012
RAMOS, FERNANDO	GRADUATE TUTOR	BAYVIEW	11/13/2012
RAMOS-BAKER, PATTI K	PAYROLL SUPERVISOR	FISCAL SERVICES CENTRAL	10/29/2012
RUMBERGER, TERESA LYNNETTE	CLASSROOM SUPPORT AIDE	LAKE	11/26/2012
SAETEURN, STEPHANIE NYUONH	SPECIAL EDUCATION ASSISTANT	STEGE	9/25/2012
SHAVENS, KHITA KAY	CLASSROOM SUPPORT AIDE	KENSINGTON	9/26/2012
SMITH, KIMBERLY	FOOD SERVICE AIDE	KING	11/1/2012
TUTASS, DON MIGUEL	INST ASSISTANT SP ED	EL CERRITO HIGH	10/29/2012
WILLIAMS, WANDA P	GRADUATE TUTOR	SHELDON	10/25/2012

REHIRES			
YOUNG, WILLIAM E.	INST ASSISTANT SP ED	WILSON	11/14/2012

RESIGNATIONS			
ALMONTE, SERGIO	GRADUATE TUTOR	CHAVEZ	11/15/2012
AMOS, SHEILA	HEAD CUSTODIAN	SHELDON	11/30/2012
LEHMAN, JONI	OFFICE MANAGER MIDDLE HIGH	NORTH CAMPUS	11/2/2012
RIDGE JAMARI DION	MAILROOM TECH/DELIVERY WRKR	BINDERY/PRINTSHOP	11/2/2012
RUSHING, JANICE	FOOD SERVICE AIDE	HIGHLAND	11/30/2012
SHEATS, JACOB RAY	CUSTODIAN-FLOATER	CUSTODIAL DISTRICTWIDE	10/26/2012

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:** November 28, 2012
From: Wendell C. Greer **Agenda Item:** CI C.7
Associate Superintendent, K-Adult Operations
Subject: Ratification of Manzanita Charter Middle School Memorandums of Understanding

Background Information:

The District approved the charter in the year 2000 for a term of 5 years, and subsequent renewals are current. This is to ratify the Memorandums of Understanding between West Contra Cost Unified School District and Manzanita Middle School, which defines our terms of operation.

Recommendation:

Board approves the Operational and Special Education memorandum.

Fiscal Impact: Cost recovery for charter operation

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

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

This Memorandum of Understanding ("Agreement") is entered into as of August 5, 2011 ("Effective Date"), by and between the Board of Trustees of the West Contra Costa Unified School District ("District") and Manzanita Charter Middle School ("Charter School"), a public charter school chartered by the District operating as a nonprofit public benefit corporation ("Non-Profit"). The Charter School and the District shall be collectively referred to herein as the "Parties".

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

RECITALS:

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

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

1. **Term and Renewal.** This Agreement shall commence on the Effective Date and end on June 30, 2013. The Agreement is subject to early termination only as set forth in this Agreement or as otherwise permitted by law. Renewal or extension of the Charter and this Agreement shall be based, in part, on compliance with the terms set forth in this Agreement, District policy, and applicable law.

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

3. Documentation Required by this Agreement.

(a) Within thirty (30) days of the Effective Date of this Agreement, the Charter School shall provide the District copies of the following documents. To the extent these documents have already been provided to the District for the 2009-10 School Year, the documents shall be deemed submitted to the District:

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

(b) Enrollment Documentation. In addition to the foregoing, the Charter

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

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

- (a) Summary data showing student progress towards meeting the goals and outcomes specified in the Charter from assessment instruments and measures listed in the Charter or otherwise required by the District. If data is provided by the State later than the due date for this audit, the data will be sent under separate cover upon receipt by the Charter School.
- (b) An analysis of whether student performance is meeting the goals specified in the Charter. This data will be displayed on both a school-wide basis and disaggregated by major racial and ethnic categories and shall include analysis based on the STAR and CAHSEE programs of the State of California.
- (c) The Charter School's progress towards meeting its Annual Performance Index ("API") and Adequate Yearly Progress ("AYP") targets.
- (d) Results of any additional internal assessments used by the school.
- (e) A copy of the Charter School's governing board's self-evaluation on prior-year management performance, if applicable including summary of major decisions and policies established during the year, and upcoming year goals.
- (f) Data on the level of parent involvement in the Charter School's governance (and other aspects of the school, if applicable) and summary data from an annual parent and student satisfaction survey.
- (g) Data regarding the number of staff working at the Charter School and their qualifications.
- (h) A summary of any major changes to written school policies during the year.
- (i) Information demonstrating whether the Charter School implemented the means set out in the Charter to achieve a racially and ethnically balanced student population.
- (j) An overview of the Charter School's admissions practices during the year and data regarding the numbers of students enrolled and the number on waiting lists.

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

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

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

5. Funding.

(a) Basic Funding. The Charter School has elected to receive funding from the State directly, pursuant to Education Code section 47651. The District shall comply with Education Code section 47635 in providing the Charter School with its share of local funding. Except as otherwise noted in this Agreement, it shall be the responsibility of the Charter School to apply for funding beyond the basic statutory entitlements set forth in Education Code section 47633 and Education Code section 47634.1. The District recognizes the authority of the Charter School to pursue additional sources of funding. Any application for funding by the Charter School that depends on the support or creditworthiness of the District shall be approved in advance by the District.

(b) District Applications for Funding. When the District applies for additional sources of funding in the form of grants and or categorical funding at the request of and for the benefit of the Charter School, the District shall receive three percent (3%) of any funds allocated to the Charter School to compensate the District for its services in obtaining the funds for the Charter School or as otherwise set by the particular grant received. These funds shall not be considered revenue for purposes of the District's oversight fee set forth in section 8(b) of this Agreement. The Charter School shall cooperate fully with the District in any application made by the District on behalf of the Charter School.

(c) Expenditure of Funds. The Charter School agrees to comply with all regulations related to expenditures and receipt of its funds (including compliance with federal and state compliance regulations and certifications). Without limitation to the foregoing, the Charter School agrees that all revenue received from the District and the State shall only be used as outlined herein and in the charter for the provision of educational services for school age children enrolled in and attending the Charter School and shall not be used for purposes other than those set forth in the Charter School's Charter and any authorized amendments, unless the funding source specifies a different purpose. The Charter School shall be responsible for establishing the appropriate funds or accounts in the county treasury for the Charter School and for making necessary arrangements for the Charter School's participation, as appropriate, in the State Teachers' Retirement System ("STRS"), the Public Employees' Retirement System ("PERS"), and social security. The Charter School will provide the District with documentation attesting that it has entered into an agreement with the County Office of Education to provide

these services.

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

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

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

8. Fiscal Relationship.

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

(b) Oversight Fee. The parties agree that the District will incur costs in connection with its performance of supervisory oversight of the Charter School as required by law, and that it is not in the best interests of either Party to require a mechanical assessment, accounting, billing and payment process to compensate the District for such costs. The parties further agree that the District is not providing the

Charter School with substantially rent-free facilities as referenced by Education Code section 47613(b). Therefore, the parties agree that the actual cost of the District's supervisory oversight of the Charter School is one percent (1%) of all Charter School's general purpose entitlement and categorical block grants, as defined in subdivisions (a) and (b) of Education Code section 47632 ("Oversight Fee"). Although calculated on an annual basis, the District shall withhold the Oversight Fee on a monthly basis from the Charter School's in lieu property tax disbursement, pursuant to Education Code section 47635. The amount withheld shall be estimated based upon prior year oversight fees, and broken into equal monthly payments. By the 15th of each month, the District shall send a monthly invoice and receipt to the Charter School reflecting the estimated monthly oversight fees due to the District and payment by the Charter School for the Charter School's records. A final receipt showing the reconciliation shall be provided to the Charter School at the end of the fiscal year with reconciliation to take place at the end of the fiscal year.

The parties agree that should District be required by law or requested by the Charter School to perform services on behalf of the Charter School outside of its supervisory oversight functions and other than as outlined below as regards administrative services, it will incur additional costs or expenses, which Charter School agrees are not included within the services under the Oversight Fee. At this time the Charter School does not wish to retain the District for any additional services. Any agreement for additional services not covered by the Oversight Fee shall be subject to a separate agreement and the Charter School agrees to reimburse the District for such services pursuant to the terms of such agreement.

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

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

(c) Distribution of Assets Upon Revocation or Closure. Should the Charter School cease to exist (by revocation or non-renewal of its charter or by voluntary

closure), and upon a final audit and the payment of, or provision for payment of, all debts and liabilities of the Charter School, any public funds held by or for the Charter School and any assets of the Charter School purchased with public funds shall be distributed to a public educational entity. In all cases, any distribution of funds or assets of the Charter School shall not include any funds or assets owned by or owed to the District.

(d) The Charter School shall contribute a fair, equitable and proportionate share of its revenue toward repayment of the District's loan obligation specified in Education Code section 41471. The Charter School's contribution per District resident ADA of the Charter School shall be computed by dividing the District's annual loan payment by the total number of District ADA. In the event the District's loan obligations are restructured, the District shall give the Charter School written notice thereof, an opportunity for comment, and the parties shall meet and confer to determine in what way the repayment obligations allocated to the Charter School are to be affected. The Charter School's share of the loan obligation will not be deducted from its monthly in lieu property tax disbursement. The District shall invoice the Charter School for its share of the loan obligation on a quarterly basis.

9. Fiscal Controls.

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

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

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

(c) Annual Financial Audit. The Charter School shall not participate in the annual District fiscal auditing process. Rather, the Charter School's governing board will

annually appoint an external fiscal auditor, subject to the approval of the District. The audit shall include, but not be limited to:

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

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

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

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

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

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

Department.

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

(5) The Interim Reports shall include:

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

Failure to submit accurate and complete financial information as required hereby shall be considered grounds for revocation of the Charter.

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

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

District in writing prior to entering into any debt whatsoever.

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

(h) Cash Flow and Reserve. The Charter School shall maintain prudent reserves at least equivalent to those required of school districts of similar size:

<u>School ADA</u>	<u>Expected Reserve</u>
0-300	Greater of 5% * or \$50,000
301-1,000	Greater of 4%* or \$50,000
1,001-30,000	3%*

* Percentages are as applied to total expenditures, transfers out and other uses, except as provided for in Education Code section 33128.

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

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

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

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

(m) Payroll. The Charter School will prepare payroll checks, tax and retirement withholdings, tax statements and perform other payroll support functions. The Charter School's Administrator or designee will establish and oversee a system to prepare time and attendance reports and submit payroll check requests. The Charter School's Administrator or designee and the Charter School's business manager will review payroll statements monthly to ensure that (1) the salaries are consistent with staff contracts and personnel policies and (2) the proper tax, retirement, disability, and other withholdings have been deducted and forwarded to the appropriate authority. All staff expense reimbursements

will be on checks separate from payroll checks. Upon hiring of staff, a personnel file will be established with all appropriate payroll-related documentation including a federal 1-9 form, tax withholding forms, retirement data and tracking use of sick leave.

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

10. Reporting to the District.

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

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

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

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

(e) Cumulative File Information. The District and Charter School shall

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

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

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

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

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

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

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

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

13. Human Resources Management.

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

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

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

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

14. Insurance and Risk Management. The Charter School shall, at its sole cost and expense during the entire term hereof, procure, pay for and keep in full force and effect insurance with a licensed carrier(s) as outlined in this section 14, as well as any additional insurance required by law. The Charter School shall provide the District with a certificate of insurance for each policy purchased pursuant to this Section along with additional insured endorsements as required by section 14(a)(3) hereof.

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

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

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

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

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

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

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

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

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

16. Indemnification. The Charter School shall indemnify, defend, and hold harmless the District, its officers, directors, and employees, attorneys, agents, representatives, volunteers, successors and assigns (collectively hereinafter the "Indemnified Parties") from and against any and all actions, suits, claims, demands, losses, costs, penalties,

obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment is rendered against the Indemnified Parties, that may be asserted or claimed by any person, firm or entity arising out of, or in connection with, the Charter School's performance under the charter or this Agreement, including, but not limited to, any acts or errors or omissions by the Charter School, its governing body, administrators, employees, agents, representatives, volunteers, successors and assigns.

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

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

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

- The Brown Act (Cal. Gov. Code §§ 54950 *et seq.*);
- The Public Records Act (Cal. Gov. Code §§ 6250 *et seq.*);
- State conflict of interest laws (the Political Reform Act (Cal. Gov. Code §§ 87100 *et seq.*), and Cal. Gov. Code §§ 1090 *et seq.*);
- The Child Abuse and Neglect Reporting Act (Cal. Penal Code §§ 11164 *et seq.*);
- The Individuals with Disabilities Education Rights Act ("IDEA") (20 U.S.C. §§ 1400 *et seq.*);
- The Americans with Disabilities Acts (42 U.S.C. §§ 12101 *et seq.*);
- The U.S. Civil Rights Acts, including Title VII of the 1964 Civil Rights Act;
- The California Fair Employment and Housing Act ("FEHA") Cal. Gov. Code §§ 12900 *et seq.*);
- The Age Discrimination in Employment Act ("ADEA") 29 U.S.C. §§ 621 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §§ 794 *et seq.*), Education Code sections 220 *et seq.*;
- The Uniform Complaint Procedure (5 Cal. Code Regs. §§ 4600 *et seq.*);
- The Family Educational Rights and Privacy Act ("FERP A") 20 U.S.C. §§ 1232g *et seq.*; and
- The No Child Left Behind Act ("NCLB") 20 U.S.C. §§ 6301 *et seq.*).

- (a) Brown Act and Governing Board Meetings. During the term of the

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

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

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

18. Transportation. The Charter School shall be responsible for any transportation offered to students who enroll in the Charter School with the exception of transportation of special education student in accordance with student's IEP which shall be handled in accordance with the special education agreement between the parties.

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

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

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

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

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

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

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

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

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

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

acceptance before such resolution is effective.

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

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

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

23. Governing Authority. To the extent that this Agreement is inconsistent with any of the terms of the Charter, the terms of this Agreement shall supersede the terms of the Charter. As such, any violation of this Agreement may be treated by the District as a violation of the Charter under Education Code section 47607. However, if any provision of this Agreement is not aligned with the Charter, the Charter School and the District may agree to modify this Agreement, pursuant to the terms of section 20, or the Charter, pursuant to applicable law, in order to bring about alignment.

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

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

To the District at:
District

West Contra Costa Unified School

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

To the Charter School at:

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

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

Dated: Oct 18, 2012

Elizabeth J. Privette
Charter School

Dated: 11-8-12

Ben Hark
School District

Approved and ratified this _____ by the Board of Education of the
_____ School District by the following vote:

AYES:

NOES:

ABSTAINS:

Certification by the Superintendent.

SC025135

18

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

This Memorandum of Understanding ("Agreement") is entered into as of August 5, 2011, by and between the Board of Trustees of the West Contra Costa Unified School District ("District") and Manzanita Charter Middle School, a non-profit public benefit corporation ("Non-Profit") operating the Manzanita Charter Middle School ("Charter School"), a public charter school chartered by the District. This Agreement will set forth the responsibilities of the parties with respect to the delivery and financing of special education services and special education related services to children enrolled in the Charter School. The Charter School and the District are collectively referred to as the "Parties."

I. RECITALS

- A. The District is the granting agency of the Charter School. The District approved the Charter School charter in 2000 for a term of 5 years with five-year renewals in 2005 and 2010.
- B. The Charter School shall be categorized as a "public school" within the District in conformity with California Education Code section 47641, subdivision (b) for the purposes of special education. The Charter School's students will be students of the District for purposes of special education.
- C. The District will serve as the Charter School's local educational agency ("LEA") for the purposes of special education, and as such must take steps to ensure that all children with disabilities enrolled in the Charter School receive special education and designated instruction and services in conformity with their individualized education plans ("IEP") and in compliance with the Individuals with Disabilities Education Act (IDEA) (20 U.S.C. § 1400 *et seq.*), its implementing regulations and all applicable state and federal law. (Ed. Code, § 47646(a).)
- D. This agreement has the purpose of clarifying the roles and responsibilities of the parties with regard to students who are enrolled and attend the Charter School and are or may be eligible for special education and related services under the IDEA.

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

II. TERM

The term of this Agreement shall be valid from the date of execution to June 30, 2013.

This Agreement may be amended by mutual written agreement of the parties at any time.

III. DESIGNATED REPRESENTATIVE

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

IV. NONDISCRIMINATION IN ADMISSIONS

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

V. SECTION 504 AND THE ADA

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

VI. SPECIAL EDUCATION FUNDING

- A. Retention of Special Education Funds by the District.** The Charter School, which has been deemed a public school of the District, shall participate in state and federal funding in the same manner as any other public school of the District. (Ed. Code, § 47646(a).) The parties agree that, pursuant to the division of responsibilities set forth in this Agreement, the District has agreed to provide special education and related services for the Charter School, consistent with the services it provides eligible students at its other public schools. Consistent with this division of responsibility, the District shall retain all state and federal special education funding allocated for Charter School students through its Special Education Local Plan Area ("SELPA").
- B. Charter School Contribution to Encroachment.** The Charter School shall owe the District a pro-rata share of the District's unfunded special education costs (encroachment). At the end of each fiscal year, June 30, the District shall calculate the Charter School's pro-rata share of the District-wide encroachment for that year as calculated by the total unfunded special education costs of the District (including those costs attributable to the Charter School) divided by the total number of District ADA (including Charter School students) and multiplied by the total number of Charter School ADA. Charter School ADA shall include all students, regardless of home district. Payments for encroachment shall be made

by the Charter School pursuant to the following schedule:

October 31: 25% of Charter School's estimated pro-rata share of encroachment based upon prior year encroachment adjusted by a credit or deduction to reflect any difference between Charter School's actual pro-rata share for the prior year and actual payments made. If it is determined that the Charter School has paid more than its actual pro rata share of encroachment, such amounts shall be refunded to the Charter School, or at the sole option of the Charter School applied to the encroachment of the following school year.

January 31: 25% of Charter School's estimated pro-rata share of encroachment based upon prior year encroachment.

April 30: 25% of Charter School's estimated pro-rata share of encroachment based upon prior year encroachment.

July 15: 25% of Charter School's estimated pro-rata share of encroachment based upon prior year encroachment.

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

VII. PROVISION OF SPECIAL EDUCATION AND RELATED SERVICES

A. General Provisions

1. **Intent of the Parties.** The Charter School and the District intend to jointly ensure that all students with disabilities who attend Charter Schools are provided a free appropriate public education (FAPE) in compliance with the IDEA (20 U.S.C. § 1400, *et seq.*) and California Education Code section 56000, *et seq.*
2. **Provision of Services.** A child with disabilities attending the Charter School shall receive special education and related services in the same manner as a child with disabilities who attends another public school of the District. (Ed. Code, § 56145.) A full continuum of special education programs and related services shall be provided to Charter School students as required by an individual student's IEP.
3. **Division and Coordination of Responsibility.** The District and the Charter School agree to allocate responsibility for the provision of services, including but not limited to identification, evaluation, IEP development and modification, and educational services, in a manner consistent with their allocation between the District and its local public school sites, and in conformity with applicable state and federal law.

Where particular services are generally provided by staff at the local school site level, the Charter School, subject to District approval, may provide staff and programming. Where particular services are provided to the school by the central District office, those services will be made available to the Charter School in a similar fashion.

4. **Days of Service.** Special education services shall be available to the Charter School for the same total number of days each year that such services are available to District students.
5. **Staffing Requirements.** All special education and related services must be provided by qualified personnel meeting state certification, licensing, registration or other applicable requirements. (34 C.F.R. § 300.156.)

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

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

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

B. Enrollment, Identification and Evaluation

1. **Enrollment Information.** The Charter School shall include on its enrollment form(s) a question regarding whether the student seeking to enroll in the Charter School is, or may be, a student eligible for special education and related services. The Charter School shall provide the District with a list of special education students enrolled in the Charter School at the beginning of each school year and shall update the list on a quarterly basis.
2. **Identification and Referral.** The Charter School shall have the same responsibility as any other public school in the District to work cooperatively with the District in identifying and referring students who have or may have exceptional needs that qualify them to receive special education services. The Charter School will develop, maintain, and implement policies and procedures to ensure identification and referral of students who have, or may have, such exceptional needs. These policies and procedures will be in accordance with California law and District policy. The District shall provide the Charter School with any assistance that it generally provides its other public schools in the identification and referral processes. A pupil shall be referred for special education instruction and services only after the resources of the regular education program have been considered and, where appropriate, utilized. (Ed. Code, § 56303.)
3. **Assessment.** District staff shall conduct all necessary special education assessments of Charter School students, including but not limited to initial assessments, annual assessments and triennial assessments, unless the parties agree otherwise in writing. All such assessments will be conducted by qualified personnel and comply with state and federal law and regulations. (20 U.S.C. 1414(a)-(c); 34 C.F.R. §§ 300.300-305; Ed. Code, § 56320; Cal. Code Regs., tit. 5, § 3023.) Neither the District nor the Charter School may conduct any assessment without first obtaining the written consent of the Parent/Guardian. (20 U.S.C. 1414(a)(1)(D); 34 C.F.R. 300.300; Ed Code, § 56321.)

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

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

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

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

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

C. Individualized Education Programs (IEPs)

1. **IEP Team Membership.** IEP team membership shall be in compliance with state and federal law and shall include a designated representative of the Charter School and a designated representative of the District. (20 U.S.C. 1414(d)(1)(B); 34 C.F.R. §300.344; Ed. Code, § 56341(b).)
2. **IEP Meetings.** Responsibility for arranging necessary IEP meetings shall be allocated in accordance with the District's general practice and procedure and applicable law. The Charter School shall be responsible for having the designated representative of the Charter School in attendance at the IEP meetings in addition to representatives who are knowledgeable about the regular education program at the Charter School. The Parent/Guardian shall be given a copy of the procedural safeguards upon notice of each IEP meeting. (Ed. Code, § 56341.)
3. **IEP Contents.** The Charter School shall use District/West Contra Costa County SELPA forms to complete its IEPs. Each IEP must include, but is not limited to: a statement of the child's present levels of educational performance; measurable annual goals; the special education and related services and supplementary aids and services to be provided to the child; an explanation of the extent, if any, to which a child will not participate with non-disabled children; the dates, frequency, location and duration of services for the child; and a statement of how the child's progress toward his or her annual goals will be measured. (20 U.S.C. § 1414(d)(1)(A); 34 C.F.R. § 300.320; Ed. Code, § 56345.)
4. **Parental Consent to the IEP.** The District and the Charter School may

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

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

D. Program and Services

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

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

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

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

VIII. DISCIPLINE OF SPECIAL EDUCATION STUDENTS

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

IX. COMPLAINTS AND DISPUTE RESOLUTION

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

The District and Charter School shall work together to defend any due process hearing brought by a student enrolled in the Charter School. In the event that the District determines that legal counsel representation is needed, the District/Charter School shall be jointly represented by legal counsel, unless there is a conflict of interest. In the case separate counsel is needed by the Charter School, the Charter School shall be responsible for the separate costs of its legal counsel, in addition to its responsibilities for costs as set forth in this Agreement.

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

X. SELPA ACTIVITIES

The District Superintendent or designee shall represent the Charter School at all SELPA activities as it represents the need of all schools in the District. Reports to the Charter School regarding SELPA decisions, policies, etc. shall be communicated to the Charter school as they are to all other schools within the District.

XI. COST CONTAINMENT EFFORTS

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

XII. INDEMNIFICATION OF DISTRICT BY CHARTER SCHOOL

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

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

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

XIII. INSURANCE

In furtherance of the indemnification provided under Section XII. of this Agreement, the Charter School shall name the District, its officers, agents and employees as additional insured on general liability policies, documentation of which shall be provided by August 15, 2010. General liability must be at least two million dollars (\$2,000,000). Certificates of insurance must indicate the coverage cannot be reduced or canceled until 30 days written notice has been furnished by the Charter School.

XIV. MISCELLANEOUS PROVISIONS

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

- H. **Notices.** All notices required by this Agreement may be sent by United States mail; postage pre-paid, to the parties as follows:

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

Manzanita Charter Middle School
Jim Trombley, Principal
1615 Carlson Ave
Richmond, CA 94804

Any notices required by this Agreement sent by facsimile transmission or electronic mail to the facsimile and electronic mail addresses above shall be considered received on the business day they are sent, provided they are sent during in the receiving party's business hours and provided receipt is confirmed by telephone, facsimile, or electronic mail, and further provided the original is promptly placed into the United States mail, postage pre-paid, and addressed as indicated above.

- I. **Warranty.** Each person below warrants and guarantees that s/he is legally authorized to execute this Agreement on behalf of the designated entity and that such execution shall bind the designated entity to the terms of this Agreement.
- J. **Counterparts.** This Agreement may be signed in counterpart such that the signatures may appear on separate signature pages. Facsimile or photocopy signatures shall have the same force and effect as original signatures.

SCHOOL DISTRICT

West Contra Costa USD

By: Bruce Harter

Date: 11-8-12

CHARTER SCHOOL

MANZANITA CHARTER SCHOOL

By: Elizabeth J. Roweth

Date: Oct. 18, 2012

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:** November 28, 2012
From: Bill Fay **Agenda Item:** CI C.8
Associate Superintendent for Operations
Subject: Ratification and Approval of Engineering Services Contracts

Background Information:

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

Recommendation: Ratify and approve contracts as noted.

Fiscal Impact: Total for this action: **\$482,710**. 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 Elementary School Project Measure D-2010 Bond (PID: 2141103-06)	November 2012	HY Architects	\$19,560	Additional design services to revise classroom window details from Blomberg to DeVac.
Portola Middle School at Castro Elementary School Project Measure D-2010 Bond (PID: 2141103-06)	January 2013 through January 2015	Kleinfelder	\$129,000	Geotechnical construction observation and testing services.
Ohlone Elementary School Replacement Campus Project Measure J Bond (PID: 1461206-04)	October through December 2012	Grossmann Design Group	Not to Exceed, \$22,500	Additional architectural consulting services for redesign of cathedral roof assembly.
Portola Middle School Demolition Project Measure D-2010 Bond (PID: 2141103-09)	September through November 2012	Alan Kropp & Associates, Inc.	\$36,500	Additional geotechnical observation and testing services.
Ohlone Elementary School Interim Housing Project Measure J Bond (PID: 1461206-06)	December 2012 through January 2012	Powell & Partners Architects	\$9,600	Additional design services to eliminate the proposed five new portables and to preserve the existing portables.

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

ENGINEERING & ARCHITECTURAL SERVICES CONTRACTS

Ohlone Elementary School Replacement Campus Project Measure J Bond (PID: 1461206-04)	October 2012	Powell & Partners Architects	\$3,000	Additional design services to meet PG&E requirements for utility yard.
Coronado Elementary School Demolition Project Measure J Bond (PID: 1121341)	September 2012 through June 2012	WLC Architects, Inc.	\$51,840	Additional architectural and construction administration services.
Ohlone Elementary School Replacement Campus Project Measure J Bond (PID: 1461206-04)	November 2012 through June 2013	Grossmann Design Group	Not to Exceed, \$36,000	Additional design services for roofing systems and exterior walls during construction phase.
Verde Elementary School Parking Project Measure D-2010 Bond	November 2012 through February 2013	Fehr and Peers	Not to Exceed, \$36,500	Engineering services to provide traffic study in response to safety and fire lane blockages.
De Anza High School Replacement Campus Project Measure J Bond (PID: 3521208-01)	November 2012 through March 2013	HY Architects, Inc.	\$128,660	Design consulting services for installation of furniture, fixtures and equipment.
Nystrom Elementary School Abatement and Selective Demolition Measure J Bond (PID: 1441205-11)	November 2012 through February 2013	Interactive Resources	\$9,550	Design services to prepare project plans and specifications.

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:** November 28, 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: Helms Video Surveillance System, Portola Middle School Demolition of Existing, Dover Elementary School Increment 2, De Anza High School Replacement Campus, Gompers High School Demo and Site Work, Murphy Elementary School Restroom Repairs, Mira Vista Elementary School Restroom Repairs, Sheldon Restroom Repairs, Nutrition Center Boiler Replacement. 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 Demo and Site Work project is required by the Board, with special findings as noted below, because this project is in excess of the Public Contract Code limit of 10% of the original contract value. In accordance with Public Contract Code 20118.4, the Board, by approving and ratifying these change orders, finds that it would have been futile to publicly bid the work in question because of the tight time frames to complete this work without affecting the operations of the District, and that the public is best served by having this work completed by the contractor on the project.

Recommendation: Ratify negotiated change orders as noted.

Fiscal Impact: Total ratification and approval by this action: **\$256,752.19**

DISPOSITION BY BOARD OF EDUCATION

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

November 28, 2012 Change Order Ratification Summary

		Items Pending Board Action								
	Project	Company	Original Contract	Previously Approved CO's	CO's Pending Ratification	CO's Pending Approval	Total CO's	CO Percent of Original Contract	Adjusted New Contract	Change Order Numbers
1	Helms Video Surveillance System	CF Contracting	\$298,000.00	\$0.00	10,692.70	0.00	\$10,692.70	3.59%	\$308,692.70	1
2	Portola MS Demolition of Existing	Alten Construction Inc.	\$2,102,267.00	\$0.00	\$20,348.00	\$0.00	\$20,348.00	0.97%	\$2,122,615.00	1,2
3	Dover ES Increment 2	Alten Construction Inc.	\$21,491,000.00	\$973,785.00	\$21,970.00	\$0.00	\$995,755.00	4.63%	\$22,486,755.00	24
4	De Anza HS Replacement Campus	Wright Contracting, Inc.	\$62,508,000.00	\$3,671,952.00	\$161,691.00	\$0.00	\$3,833,643.00	6.13%	\$66,341,643.00	24
5	Gompers HS Demo and Site Work	Evans Brothers	\$1,693,000.00	\$153,021.69	\$16,278.31	\$8,721.69	\$178,021.69	10.52%	\$1,871,021.69	6
6	Murphy ES Restroom Repairs	AM Woo	\$168,000.00	\$0.00	\$2,253.76	\$0.00	\$2,253.76	1.34%	\$170,253.76	1
7	Mira Vista ES Restroom Repairs	AM Woo	\$170,000.00	\$0.00	\$11,440.75	\$0.00	\$11,440.75	6.73%	\$181,440.75	1
8	Sheldon Restroom Repairs	AM Woo	\$139,000.00	\$0.00	\$1,824.18	\$0.00	\$1,824.18	1.31%	\$140,824.18	1
9	Nutrition Center Boiler Replacement	S & H Construction Inc.	\$222,200.00	\$0.00	\$1,531.80	\$0.00	\$1,531.80	0.69%	\$223,731.80	1

Pending Board Actions	Ratifications	\$248,030.50
	Approvals	\$8,721.69
	Total Board Action	\$256,752.19

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

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

ITEM REQUIRING ATTENTION --- BOARD OF EDUCATION

To: Board of Education **Meeting Date:** November 28, 2012
From: Bill Fay **Agenda Item:** CI C.10
Associate Superintendent for Operations
Subject: Ratification of Staff Awarded Contract: CCS at Downer School Project

Background information:

HY Architects has prepared plans and specifications for the project. Scope of work includes installation of a new electrical main panel, stand-alone fire alarm system, water and sewer piping, modification to existing fence and new gate, and work to meet ADA compliance.

The District received four bids for the project: Arthulia, Inc., \$83,600; NEMA Construction, \$89,000; ERA Construction, \$92,000; and Hung Construction, \$103,000.

In consideration of the need to complete the work expeditiously, the Superintendent's designee authorized award of a contract for the project to the lowest responsive, responsible bidder: Arthulia, Inc. for \$83,600.

The Education Code requires the Board to ratify this award action by the Superintendent's designee.

Recommendation:

Ratify staff awarded contract as noted.

Fiscal Impact: \$83,600. Project will be funded from the Measure J.

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:** November 28, 2012
From: Bill Fay **Agenda Item:** CI C.11
Associate Superintendent for Operations
Subject: Ratification of Staff Awarded Contract: Vista High School Portables Tech Lab 1&2 Project

Background information:

Hamilton & Aitken Architects has prepared plans and specifications for the project. Scope of work includes providing power, fire alarm, security and data to two existing portables and site work for circulation and parking.

The District received four bids for the project: ERA Construction, \$89,000; AM Woo Construction, \$106,700; NEMA Construction, \$120,000; and Streamline Builders, \$130,000.

In consideration of the need to complete the work expeditiously, the Superintendent's designee authorized award of a contract for the project to the lowest responsive, responsible bidder: ERA Construction for \$89,000.

The Education Code requires the Board to ratify this award action by the Superintendent's designee.

Recommendation:

Ratify staff awarded contract as noted.

Fiscal Impact: \$89,000. Project will be funded from the Measure D - 2010.

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

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

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education

Meeting Date: November 28, 2012

From: Elaine Merriweather
Board Member

Agenda Item: CI C.12

Subject: Resolution No. 51-1213: Human Rights Day

Background Information:

The Universal Declaration of Human Rights was drafted in 1948. It aimed to form a basis for human rights all over the world and represented a significant change of direction from events during World War II and the continuing colonialism that was rife in the world at the time. The Universal Declaration of Human Rights is considered as the most translated document in modern history. It is available in more than 360 languages and new translations are still being added.

The UN General Assembly adopted and proclaimed the Universal Declaration of Human Rights at the Palais de Chaillot in Paris, France, on the December 10, 1948. All states and interested organizations were invited to mark December 10 as Human Rights Day at a UN meeting on December 4, 1950. It was first observed on December 10 that year and has been observed each year on the same date. Each year Human Rights Day has a theme. Some of these themes have focused on people knowing their human rights or the importance of human rights education.

Human Rights Day is a global observance and not a public holiday.

Recommendation:

That the Board approve the Human Rights Day Resolution and declare December 10th to Human Rights Day in the West Contra Costa Unified School District.

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 51-1213**

HUMAN RIGHTS DAY

WHEREAS, on December 10, 1948, the General Assembly of the United Nations approved the Universal Declaration of Human Rights, declaring that “recognition of the inherent dignity and of the equal and inalienable rights of all members of the human family is the foundation of freedom, justice and peace in the world” and the basic human rights addressed in the Universal Declaration include economic, social and cultural rights, as well as civil and political rights, all considered to be equally important in fostering human dignity and freedom; and

WHEREAS, the Universal declaration calls for all people and governments at all levels to promote and respect the human rights it recognizes and provides a standard of achievement for governments, communities, organizations and people of all kind throughout the world and each year on December 10, the international community commemorates this event; and

WHEREAS, West Contra Costa Unified School District has the responsibility to educate students across the District to respect these rights and freedoms, and ensure equal rights and protections for all students, and proud of its efforts to recognize different cultures regularly throughout the year and promote anti-bullying programs which promote respect for the basic human rights of all,

THEREFORE, be it resolved that the West Contra Costa School Board proclaim December 10, 2012, as Human Rights Day in West Contra Costa Unified School District. We want to embrace this global challenge to improve the human condition. Through education and innovation and promoting human rights in our District we will encourage all high schools to recognize that December 10th is Human Rights Day.

PASSED AND ADOPTED by the Board of Education of the West Contra Costa Unified School District on this 28th day of November 2012 by the following vote:

AYE's ____ NO's ____ ABSENT ____ ABSTAIN ____

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the Board of Education of the West Contra Costa Unified School District, Contra Costa County, at a meeting of said Board on the 28th day of November 2012.

President of the Board of Education

Secretary of 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: November 28, 2012

From: Bruce Harter
Superintendent

Agenda Item: D.1

Subject: Resolution No. 52-1213: Honoring Tony Thurmond for Four Years of Service on the Board of Education

Background Information:

A resolution of commendation will be presented to Tony Thurmond for four years of service on the Board of Education and to the Students, Staff, and Community of the West Contra Costa Unified School District.

Tony Thurmond has provided leadership in initiating the Youth Commission which enhanced the participation of students in the decisions that impact them the most. He also started the District Safety Committee which has resulted in improvements to school facilities, training for safety staff as well as improvements to policies and procedures that have resulted in having better places to learn. During his tenure on the Board, the District emerged from state receivership in June 2012.

Recommendation: Recognition and Resolution Honoring Board Member Tony Thurmond

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

West Contra Costa Unified School District
Resolution No. 52-1213
Resolution of Commendation
To
Tony Thurmond
For
Dedicated Service to Students, Staff and the Community
November 28, 2012

WHEREAS, He has been a member of the Board of Education for four years during the District paid off the debt and emerged from state receivership; and

WHEREAS, He initiated the WCCUSD Youth Commission and led the group through its formation; and

WHEREAS, He has provided leadership for the Board Safety Committee for numerous improvements for safer school facilities, more effectiveness safety preparedness, improved utilization of safety staff and increased communication among schools and families to have safer schools and school events; and

WHEREAS, He worked hard for the students of our District in three successful measures including Measure D 2010 and Measure E & G or 2012; and

WHEREAS, He has demonstrated his commitment to quality education and youth programs for all our children, and was instrumental in many accomplishments as a Board member including improving learning, increasing parental participation, improving student attendance, improving safety, increasing public participation in the decision-making of the Board, improving the focus on post-secondary education, and reducing the number of schools in school improvement; and

WHEREAS, He was active as liaison to the Cities of Richmond and Hercules as well as other community groups and organizations; and

WHEREAS, His participation at the policy level resulted in many school renovations, new schools and improvement to the facilities for our students; and

WHEREAS, His encouragement of student participation in the district and his advocacy for student voice helped our young people prepare for the future; and

NOW THEREFORE, BE IT RESOLVED, the Board of Education, students, faculty, parents, staff, and community, extend to Tony Thurmond our sincere appreciation for the last four years of dedicated service.

PASSED AND ADOPTED by the Board of Education of the West Contra Costa Unified School District on the twenty-eighth day of November 2012, by the following vote:

AYES _____ NOES _____ ABSENT _____ ABSTAIN _____

I HEREBY CERTIFY that the foregoing resolution was duly introduced, passed, and adopted by the Board of Education at a meeting held on November 28, 2012.

Charles Ramsey, President
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: November 28, 2012

From: Bruce Harter

Agenda Item: D.2

Subject: Resolution No. 53-1213: Honoring Antonio Medrano for Four Years of Service on the Board of Education

Background Information:

A resolution of commendation will be presented to Antonio Medrano for four years of service on the Board of Education and to the Students, Staff, and Community of the West Contra Costa Unified School District.

Antonio Medrano has provided leadership for improving student learning, building new schools and renovating other schools to enhance the daily lives of students and staff, providing critical links to the community, and supporting the district through a very difficult period for school finance. With Mr. Medrano's leadership and commitment the District emerged from state receivership in June 2012.

Recommendation: Recognition and Resolution Honoring Board Member Antonio Medrano

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

West Contra Costa Unified School District
Resolution No. 53-1213
Resolution of Commendation
To
Antonio Medrano
For
Dedicated Service to Students, Staff and the Community
November 28, 2012

WHEREAS, He has been a member of the Board of Education for four years during which the District emerged from state receivership, and was Board Clerk for two years; and

WHEREAS, He was active as liaison to the City of San Pablo as well as other community groups and organizations; and

WHEREAS, He worked hard for the students of our District in three successful measures including Measure D 2010 and Measure E & G or 2012; and

WHEREAS, He has demonstrated his commitment to quality education and youth programs for all our children, and was instrumental in many accomplishments as a Board member including improving learning, increasing parental participation, improving student attendance, improving safety, increasing public participation in the decision-making of the Board, improving the focus on post-secondary education, and reducing the number of schools in school improvement; and

WHEREAS, He has provided leadership for the Board Facilities Subcommittee as the bond program grew by \$740 million during his tenure including new schools for Ford Elementary, Dover Elementary, Helms Middle School, El Cerrito High School, Pinole Middle School, Downer Elementary, King Elementary, a new multi-purpose room at Nystrom Elementary; and

WHEREAS, His participation at the policy level resulted in many school renovations and improvement to the facilities for our students with schools currently under construction including Ohlone Elementary and DeAnza High School; and

WHEREAS, His encouragement of student participation in the district and his advocacy for student voice helped our young people prepare for the future; and

NOW THEREFORE, BE IT RESOLVED, the Board of Education, students, faculty, parents, staff, and community, extend to Antonio Medrano our sincere appreciation for the last four years of dedicated service.

PASSED AND ADOPTED by the Board of Education of the West Contra Costa Unified School District on the twenty-eighth day of November 2012, by the following vote:

AYES _____ NOES _____ ABSENT _____ ABSTAIN _____

I HEREBY CERTIFY that the foregoing resolution was duly introduced, passed, and adopted by the Board of Education at a meeting held on November 28, 2012.

Charles Ramsey, President
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: November 28, 2012

From: Bruce Harter
Superintendent

Agenda Item: D.3

Subject: Recognition & Celebration of the Volunteers for Measures E and G

Background Information:

At the heart of the success of any campaign are the volunteers who donate their time, effort and energy to make the campaign a success. The key reason that both Measures E and G were overwhelmingly approved at the November 6, 2012 election is the commitment of the volunteers who supported both campaigns.

Recommendation:

That the Board recognize and appreciate the scores of volunteers who participated in the campaigns for Measures E & G.

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: November 28, 2012

From: Antonio Medrano
Board Member

Agenda Item: D.4

Subject: Global Youth Service Day

Background Information:

WCCUSD graduate Bertha Romo will make a presentation to the Board about Global Youth Service Day. This August, the City of Richmond was selected as a Lead Agency grant recipient to participate in Global Youth Service Day (GYSD) 2013. Global Youth Service Day is an international day of service in which youth around the world dedicate three days to making a meaningful impact on their community. For the first time ever, Richmond youth will participate in GYSD this upcoming year on April 26-28th. In the next four months, youth leaders throughout our city will research and identify needs in the city and plan and implement small projects to address the needs. We are seeking support in the areas of publicity and partnership from the school district in our effort to engage our students and teachers.

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: November 28, 2012

From: Bruce Harter

Agenda Item: E.2

Subject: Request to Address the Board on School Gardens

Background Information:

Molly Wahl of the organization Growing West County School Gardens Collaborative would like to report on their recent school garden survey results and the benefits of school gardens.

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: November 28, 2012

From: Wendell Greer
Associate Superintendent, K – Adult Operations

Agenda Item: F.1

Subject: Reducing Suspensions for 2012-13

Background Information:

The Board's Safety Committee reviewed the data for 2011-12 for student out-of-school suspensions at middle and high schools at the September meeting. The committee noted that the number of suspensions varied widely among the schools even after equating the numbers to student enrollment. More than half of all suspensions were for offences categorized under "defiance and/or disruption."

At the October meeting, each school brought a report of how suspensions could be reduced and a goal for reduction of suspensions from the 2011-12 level. The Safety Committee determined that these individual goals should be compiled so that the Safety Committee could recommend an overall goal of suspension reductions for the District in 2012-13.

Recommendation:

That the Board adopt a goal of reducing out-of-school suspensions in middle and high schools by 25%.

Fiscal Impact: Positive in that students generate ADA only when in school.

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

WCCUSD Grades 7-12/2012-2013

Summary Chart Reduction of Suspensions

	Goal	Programs/Strategies	
Crespi Middle	15%	MS, BEST Program, CRP, SPARC	"Intermediate Referral"-time out or counseling moment without detention or suspension STAR Program-up to 10 students that need intensive intervention Crespi Cash-reward for positive behavior
DeJean Middle	50%	MS, RJ, CM, SPARC	Administration/Parent/Teacher Meetings SST Meetings SART/SARB Meetings Weekly consult with SRO
Helms Middle	25%	MS, RJ, RTI, CM, SPARC	
Pinole Middle	40%	MS, RJ, RTI-Academic/Behavior Systems, SPARC	ZAP-Students complete class or homework during lunch House System U-Turn positive Behavior Intervention Program Parent workshops/Family Fun Nights
Portola Middle	15%	MS, CM, SPARC Y-Team Project Success 180 Degrees Program	Lunchtime activities, i.e., sports, library for computer/book access, art program, meet with teachers for academic success SST Meetings
De Anza High	25%	RJ, CM, SPARC	S3 SST Meetings SIG Drug/Alcohol Counseling Focus on Five-Each teacher ID's 5 at risk students and meets with them on a weekly basis Freshman House Tutoring-Tues & Thursday Parent Workshops
El Cerrito High	15%	RJ, CM, SPARC	S3 Grade-Level Assemblies School-wide culture building activities, i.e., gym open at lunch, music in the quad, multi-cultural assemblies, etc.

Hercules Middle High	25%	CM, SPARC	S3 Group Counseling One on One Mental Health Counseling
Kennedy High	25%	SPARC Y-Team RYSE Center	S3 SST Meetings BM Plans Incentive Program Holy Names University Girls Inc. PACT EOP Bay Area Leadership Foundation Gooden Foundation
Middle College High		BEST SPARC	Assembly on Bullying Agreement signed by parents/students that unacceptable behavior is basis to go on probation and consequently dropped from MCHS Parent/Student Conferences
Pinole Valley High	25%	Progressive Discipline CM SPARC	Student Advocacy-grade level advisory class Individual/Group Counseling STAND and Expect Respect group activities SST Meetings
Richmond High	10%	RJ SPARC	S3 Parent/Teacher meetings SST Meetings
Gompers Continuation High	25%	BAP, RYSE Center, DROC, 180 Degrees Program, Wright Institute, SPARC	Weekly Principal/Student Conferencing Staff Collaboration-One Wednesday a month Quarterly Parent Conferencing Student Incentives-quarterly, i.e., pizza days, reward study trips, extra credit projects, etc.
North Campus Continuation High	50%	RJ, CRP, SPARC	Administrative Support Call-provide immediate assistance with the task of remediating challenging or disruptive student behavior and to prevent the issuance of a referral

LEGEND

BAP-Bay Area Peacekeepers
BEST-Building Effective Schools Together
BM-Behavior Modification Plans
CM-Conflict Mediation
CRP-Culturally Responsive Pedagogy

DROC-Discovering the Reality of our Community (BACR)
MS-Middle School Alliance
RJ-Restorative Justice
RTI-Response to Intervention
S3-Safe and Supportive Schools Grant

SIG-School Improvement Grant
SPARC-Support Personnel Accountability Report Card
SST-Student Success Teams
ZAP-Zeros Aren't Permitted

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: November 28, 2012

From: Kenneth L. Whittemore,
Assistant Superintendent Human Resources



Agenda Item: F.2

Subject: Presentation and Public Hearing of Initial Bargaining Proposal – Public Employees Union, Local One

Background Information:

Pursuant to the Educational Employment Relations Act, the initial proposal for negotiations by school district and labor unions must be submitted at a public meeting of the governing board. The initial proposal of the West Contra Costa Unified School District will be presented, at which time the public is allowed to comment on this proposal. A copy of the proposal is attached to this precis and is provided in the Board meeting packet which is available at the District's Administration Building, six high schools and online at the District's webpage.

Recommendation: That the Board of Education hold a public hearing on the District's initial bargaining proposal to the Public Employees Local One for the 2012-2015 successor agreement.

Board Adoption of Initial Bargaining Proposal

Background Information: Following the public hearing on its initial bargaining proposal, the Board of Education will be asked to adopt the District's proposal to the Public Employees Local One for the 2012-2015 successor agreement.

Recommendation: That the Board of Education adopt the initial bargaining proposal for labor negotiations with the Public Employees Local One.

Fiscal Impact: To be determined

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

**THE WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
INITIAL PROPOSAL TO PUBLIC EMPLOYEES, LOCAL ONE FOR
2012-2015 CONTRACT NEGOTIATIONS**

The District opens the following articles and will make proposals in the following areas. Nothing in this initial proposal is intended to preclude the District from making additional proposals in any article that is opened by either the District or Local One.

Article 1 **Term of Agreement:**

Update to reflect new term of Agreement from July 1, 2012 through June 30, 2015.

Article 2 **Union Recognition:**

The District has an interest to update the language to reflect current make-up of the bargaining unit.

Article 3 **Definitions:**

The District has an interest in making appropriate changes to update language.

Article 4 **Release Time:**

Section 5 – The District has an interest in updating the language to reflect current practice.

Article 5 **Personnel Files:**

The District has an interest in bringing the article into compliance with Title V of the California Code of Regulations

Article 6 **Union Rights:**

The District has an interest in updating the language to reflect current practice.

Article 10 **Working Hours, Rest Periods, Lunch Time, Absence from Duty and Call-in Time**

The District has an interest in removing obsolete language and clarifying Section 2.

Article 11 **Leaves of Absence**

The District has an interest in updating the article to reflect current law and practice.

The District also has an interest in negotiating Section 3.

Article 12 **Transfer**

The District has an interest in updating the transfer language.

Article 13 **Evaluation**

The District has an interest in working with Local One to assess and improve the current evaluation system.

Article 15 **Benefits**

The District has an interest in discussing modifications to the benefit plan.

Article 16 **Compensation**

The District has an interest in discussing this article with an emphasis on streamlining the process to allow for schools to be fully staffed when the school year begins.

Article 26 **Staff Development**

The District has an interest in updating this language to reflect current practice.

Side Letter on Direct Delivery and Commodities Purchase Interim Program

The District has an interest in deleting this language as direct delivery is the common practice.

Supplements 3 - Page 63

The District has an interest in reviewing and revising this supplemental Article.

Job Description

The District has an interest in collaboratively working with Local One to update job descriptions.

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: November 28, 2012

From: Kenneth L. Whittemore,
Assistant Superintendent Human Resources

Agenda Item: F.3

Subject: Presentation and Public Hearing of Initial Bargaining Proposal – School Supervisors Association

Background Information:

Pursuant to the Educational Employment Relations Act, the initial proposal for negotiations by school district and labor unions must be submitted at a public meeting of the governing board. The initial proposal of the West Contra Costa Unified School District will be presented, at which time the public is allowed to comment on this proposal. A copy of the proposal is attached to this precis and is provided in the Board meeting packet which is available at the District's Administration Building, six high schools and online at the District's webpage.

Recommendation: That the Board of Education hold a public hearing on the District's initial bargaining proposal to the School Supervisors Association (SSA) for the 2012-2015 successor agreement.

Board Adoption of Initial Bargaining Proposal

Background Information: Following the public hearing on its initial bargaining proposal, the Board of Education will be asked to adopt the District's proposal to the School Supervisors Association for the 2012-2015 successor agreement.

Recommendation: That the Board of Education adopt the initial bargaining proposal for labor negotiations with the School Supervisors Association.

Fiscal Impact: To be determined

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

**THE WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
INITIAL PROPOSAL TO THE SCHOOL SUPERVISORS ASSOCIATION FOR 2012-2015
CONTRACT NEGOTIATIONS**

The District opens the following articles and will make proposals in the following areas. Nothing in this initial proposal is intended to preclude the District from making additional proposals in any article that is opened by either the District or SSA.

Article 3 **Work Schedule**

The District has an interest in reviewing the Work Schedule article and discussing modifications to the article.

Article 3.1 **Salary**

The District has an interest in reviewing and making modification to this article.

Article 3.2 **Salary Schedules and Increases**

The District has an interest in making modifications to this article.

Article 3304 **Evaluation**

The District has an interest in working collaboratively with SSA to develop and implement upgraded evaluation process.

Article 5 **Benefits**

The District has an interest in reviewing and making possible modifications to the benefits structure.

Article 5504 **Family and Medical Leave**

The District has an interest in bringing this article up to standard in meeting all state and federal guideline.

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: November 28, 2012

From: Kenneth L. Whittemore, 
Assistant Superintendent Human Resources

Agenda Item: F.4

Subject: Presentation and Public Hearing of Initial Bargaining Proposal – United Teachers of Richmond

Background Information:

Pursuant to the Educational Employment Relations Act, the initial proposal for negotiations by school district and labor unions must be submitted at a public meeting of the governing board. The initial proposal of the West Contra Costa Unified School District will be presented, at which time the public is allowed to comment on this proposal. A copy of the proposal is attached to this precis and is provided in the Board meeting packet which is available at the District's Administration Building, six high schools and online at the District's webpage.

Recommendation: That the Board of Education hold a public hearing on the District's initial bargaining proposal to the United Teachers of Richmond for the 2012-2015 successor agreement.

Board Adoption of Initial Bargaining Proposal

Background Information: Following the public hearing on its initial bargaining proposal, the Board of Education will be asked to adopt the District's proposal to the United Teachers of Richmond for the 2012-2015 successor agreement.

Recommendation: That the Board of Education adopt the initial bargaining proposal for labor negotiations with the United Teachers of Richmond.

Fiscal Impact: To be determined

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

THE WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT INITIAL PROPOSAL TO THE UNITED TEACHERS OF RICHMOND FOR 2012-2015 CONTRACT NEGOTIATIONS

The District opens the following articles and will make proposals in the following areas. Nothing in this initial proposal is intended to preclude the District from making additional proposals in any article that is opened by either the District or UTR.

Article 10 Hours of Employment

Section 2 – The District has an interest in discussing secondary minutes structure
Collaboratively Develop with UTR requirements for Transitional Kindergarten
Ensure collaboration time at schools
Review and remove any obsolete language

Article 12 Class Size

Section 4 – Update language to meet current student needs.
Section 5 – Discuss distributions of counseling resources. Strike the term Measure D and update language.
Section 8 – Update language to reflect common practice.
Section 9 – Delete the use of term Measure D and update language.
Section 10 – Delete the use of term Measure D and update language.
Delete all language that has a strike through.

Article 13 Leaves

Section 17 – The District has an interest in discussing alternatives to this article
Section 18 – Delete #6 which has a strike through.

Article 14 Transfers and Reassignments

Section 2 – #3 Discuss alternatives to current language
Section 4 – Discuss alternate language to become more efficient and become in compliance with California Education Code.

Article 15 Evaluations

The District has an interest in discussing with UTR the effectiveness of the current evaluation system. Upon discussion if needed modifications made.

Article 22 School Calendar

The District has an interest in deleting all crossed out language.

Article 23 **Salary**

The District has an interest in discussing modifications to the salary structure.

Article 24 **Extra Duty Pay**

The District has an interest in discussing modifications to the extra duty pay structure.

Article 25 **Employee Benefits**

The District has an interest in discussing modification to employee benefits.

Article 36 **Summer School**

The District has an interest in developing a selection process for Summer School Teachers. The district feels Article 14 does not adequately address summer school selection.

Article 50 **Multi-track Year-Round School (MTYRS)**

The District has an interest in deleting this language.