

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
April 24, 2013

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
MEETING AGENDA
APRIL 24, 2013**

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

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

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

"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 Gompers High School

B.5 Report/Ratification of Closed Session

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

* **B.7 Minutes: March 18, 2013; April 10, 2013**

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 April 24, 2013.

Recommendation:

Recommend Approval

Fiscal Impact:

As noted per grants summary

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

Comment:

The District has received donations as summarized, dated April 24, 2013. Staff recommends acceptance of these donations.

Recommendation:

Recommend Approval

Fiscal Impact:

As noted per donations summary

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

Comment:

The planned fund-raising events for the 2012-13 school year are summarized, dated April 24, 2013.

Recommendation:
Recommend Approval

Fiscal Impact:
Additional revenue for schools

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

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

Total of payroll warrants (March 2013): \$ 9,364,716
Total of vendor warrants (March 2013): \$ 20,219,884

Recommendation:
Recommend approval of the payroll and vendor warrant reports

Fiscal Impact:
As noted above

***CI C.5 Approval BP 7214.4 Investor Relations and BP7214.3 Bond Refunding**

Comment:
As the District's Bond Finance Program has developed the Board Member representatives on the Facility Sub Committee expressed an interest in developing Board Policies for Investor Relations and Bond Refunding standards and parameters. The Facility Sub Committee had an opportunity to review these policies at their April 9th meeting. The first reading of policies took place on April 10th. Once adopted these policies will be posted to the District website and on GAMUT.

Recommendation:
Adoption of BP 7214.4 and BP 7214.3

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 Resolution No. 85-1213: California “Day of the Teacher”**

Comment:

We wish to recognize all of the teachers who give their energy, their intellect, their commitment, and their love to the students of West Contra Costa Unified School District with a resolution proclaiming May 8, 2013 as the “Day of the Teacher.”

Recommendation:

Recommend Approval

Fiscal Impact:

None

***CI C.8 Resolution No. 86-1213: National “Day of the School Nurse”**

Comment:

We wish to recognize all the school nurses who give their energy, their intellect, their commitment, and their love to the students of West Contra Costa Unified School District with a resolution proclaiming May 8, 2013 as the “Day of the School Nurse.”

Recommendation:

Recommend Approval

Fiscal Impact:

None

***CI C.9 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: \$819,369. Funding sources Measure J Bond, D-2010 Bond and Measure E-2012 Bond.

***CI C.10 Ratification and Approval of Negotiated Change Orders**

Comment:

Staff is seeking ratification of Change Orders on the following current District construction projects: New Gompers & LPS Richmond Schools, Ohlone Elementary School – Phase I New Classroom Building, Harding Elementary School – Restroom Repairs, Tara Hills Elementary School – Restroom

Repairs, Ellerhorst Elementary School – Restroom Repairs and Lincoln Elementary School – Restroom Repairs. Change Orders are fully executed by the District upon signature by the Superintendent's designee. Board ratification is the final step required under state law in order to complete payment and contract adjustment.

Recommendation:

Ratify negotiated Change Orders as noted

Fiscal Impact:

Total ratification and approval by this action: \$170,111.50

***CI C.11 Citizens' Bond Oversight Committee (CBOC) Appointment: Thomasina Horsley appointed by Richmond Mayor Gayle McLaughlin**

Comment:

Mayor McLaughlin has forwarded a recommendation that Thomasina Horsley be appointed on the West Contra Costa Unified School District Citizens Bond Oversight Committee.

Recommendation:

Approve appointment as noted

Fiscal Impact:

None

***CI C.12 Resolution No. 88-1213: School Nutrition Employee Appreciation Week – May 6-10, 2013**

Comment:

May 6-10, 2013 has been designated School Nutrition Employee Appreciation week. This resolution recognizes this week in the District in honor of and appreciation to our School Nutrition personnel.

Recommendation:

Recommend Approval

Fiscal Impact:

None

***CI C.13 Coronado and Stege Storm Drain Extension Award of Contract**

Comment:

The District prepared the drawing and specifications for the project. Scope of work includes fixing a clogged storm drain by extending a 24" HDPE storm drain pipe line from an existing District storm drain inlet box.

The District conducted a public bid process for the project. Bids were received on April 4, 2013. Four contractors submitted bids. They are as follows: Trinet Construction, Inc., \$56,000; W.R. Forde Associates, \$57,560, California Constructores, \$64,000, Michael G. McKim Company, \$68,900. The lowest apparent bidder is Trinet Construction, Inc.

Recommendation:

Award contract to Trinet Construction, Inc.

Fiscal Impact:

\$56,000. Project will be funded from Measure D-2010.

***CI C.14 Downer Elementary School Restroom Renovations Award of Contract**

Comment:

Bunton Clifford Associates has prepared plans and specifications for the project. Scope of work includes, but is not limited to, installation of tile finishes, installation of wall finish; refinishing or replacement of epoxy floors, and paint throughout; reinstallation or replacement of various bathroom accessories and plumbing fixtures.

The District conducted a public bid process for the project. Bids were received on April 2, 2013. Five contractors submitted bids. They are as follows: Streamline Builders, \$192,000, Affordable Painting Services, Inc., \$206,000, Hung Construction., \$296,600, AM Woo Construction, \$336,900, Calstate Construction, Inc., \$354,000. The apparent low bidder is Streamline Builders.

Recommendation:

Award contract to Streamline Builders

Fiscal Impact:

\$192,000. Project will be funded from Measure D-2010.

***CI C.15 Kensington Elementary School Restroom Renovations Award of Contract**

Comment:

Hibser Yamauchi Architects, Inc. has prepared plans and specifications for the project. Scope of work includes selective demolition and construction necessary for the Kensington ES Restroom Renovations, including associated civil, architectural, structural, plumbing, mechanical and/or electrical work as indicated in the Drawings and Specifications.

The District conducted a public bid process for the project. Bids were received on March 27, 2013. Three contractors submitted bids. They are as follows: AM Woo Construction, \$156,900, B. Bros. Construction, Inc., \$216,370, HM Construction, \$242,051.28. The apparent low bidder is AM Woo Construction.

Recommendation:

Award contract to AM Woo Construction

Fiscal Impact:

\$156,900. Project will be funded from Measure D-2010.

***CI C.16 Joint Use Agreements for All Recreational Facilities and Grounds for the Cities of Hercules, Pinole and San Pablo**

Comment:

Currently, the District has separate agreements for each city that uses its recreational facilities. The agreements generally only cover certain facilities and have differing terms and conditions governing the use of those facilities. This has made scheduling and access to recreational facilities difficult and cumbersome. In order to develop a consistent, singular process, the District has negotiated a form of joint use agreement with the Cities Hercules, Pinole and San Pablo (collectively “Cities”) for the purposes of inter-agency coordination to meet the continuous youth and community demands for more developmental and recreational opportunities. The District’s goal was to negotiate one form of agreement that would increase access to the recreational facilities and grounds for District students and the community while also providing consistent policies, procedures and scheduling among the various cities that use District’s recreational facilities and from whom the District uses recreational facilities.

The Joint Use Agreement contemplates a five (5) year term that can be renewed upon mutual agreement of the parties. The Agreement also contemplates that the parties will meet two (2) times per year during the term of this Agreement to jointly coordinate each party’s use schedule (“Annual Facility Schedule”). Once the Annual Facility Schedule has been mutually agreed upon by the parties, each party’s scheduled use of the recreational facilities shall receive priority over all other use, except as may be otherwise required by law or mutual written agreement of the parties. The Agreement contemplates that the parties’ use of each other’s recreational facilities shall be at no costs.

Recommendation:

Approve the Joint Use Agreements for the Cities of (1) Hercules; (2) Pinole; and (3) San Pablo

Fiscal Impact:

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

***CI C.17 Three (3) year Cooperative Contract between State of California, Department of Rehabilitation (DOR) and West Contra Costa Unified School District**

Comment:

This Cooperative Contract is designed to jointly serve the mutual clients of the Department of Rehabilitation (DOR) Greater East Bay District and the West Contra Costa Unified School District through the combining of resources. Students with the most severe disabilities will be referred between their junior and senior year in high school. The intent of these services is to prepare and assist the individual(s) served to obtain and maintain meaningful employment. The partnership provides the following services:

- Intake – Employment Specialists complete DOR Service Application packets and collaborate with student/DOR clients and DOR Counselors to develop Individual Plans for Employment.
- Vocational Evaluation - Employment Specialists provide vocational evaluations to identify student/DOR client interests and skill sets.

- Employment Preparation – Employment Specialists provide job seeking skills training and preparation, either individually or in a group setting to student/DOR clients prior to entering into a specific job search.
- Job Development and Placement – Employment Specialists assist job ready student/DOR clients, both in school and out of school, to obtain employment by identifying specific job openings, assisting in placing the student/ DOR clients in the job, orienting the student/DOR clients to the job, and identify specific ongoing support and resource needs.
- Employment Retention – Continued support provided upon student/DOR client employment.
- Non-Supported Employment Job Coaching – The Job Coach provides individual student/DOR client assistance and support, on or off the job, in activities that are employment related and needed to promote job adjustment and retention.

The partnership expects to achieve the following service outcomes for each of the three fiscal years covered by the contract:

- 181 student/DOR clients to receive services
- 50 student/DOR clients to receive Vocational Evaluation services
- 50 student/DOR clients to receive Employment Preparation services
- 12 student/DOR clients to receive Work Experience
- 50 student/ DOR clients to receive job development, placement and follow-up services
- 40 student/DOR clients placed in employment consistent with the Individualized Plan for Employment
- 5 student/DOR clients will receive job coaching services
- 33 student/DOR client placement result in successful rehabilitated closures

Recommendation:

Recommend Approval

Fiscal Impact:

WCCUSD will receive up to \$738,474.00 to implement this collaborative contract.

***CI C.18 DeAnza High School Students attended Fisk Scholars Weekend, April 11-13, 2013**

Comment:

Three students from DeAnza High School attended Fisk University's Scholars Weekend on April 11th, 2013 through April 13th, 2013.

Recommendation:

Board Ratification for Out-of-State Travel

Fiscal Impact:

No fiscal impact to the District. The trip has been funded by 4Richmond.

***CI C.19 Resolution No. 87-1213: Local Control Funding Formula**

Comment:

The Governing Board has concern regarding the California Legislature and Governor Jerry Brown's proposed reform of the K-12 school financing system. The Board urges the Governor and the Legislature to develop the Local Control Formula to provide that all Local Education Agencies are at a minimum restored to funding levels of 2007-2008 and that the target for the base grant provide funding to California's public schools at least at the national average.

Recommendation:

Recommend Approval of Resolution No. 87-1213

Fiscal Impact:

None

D. AWARDS, RECOGNITIONS, AND REPORTS

*** D.1 Update on WCCUSD's Integrated Food and Health Program**

Comment:

The National School Meal Program supported the Food Services Department of West Contra Costa Unified School District to serve over 1,348,139 breakfasts and 3,163,103 lunches during 2011/12. The Child and Adult Care Program provided our students with a new supper program for our afterschool programs where 649,943 students received these meals during the 2011/2012 school year. The Food Service Department offers a breakfast program at all 13 of our secondary sites and 24 of our District's elementary sites. Our new supper program supports 32 school sites and 10 nonprofit community programs serving our District students after school is out. The Food Services Department also plays a critical role in ensuring that many children get enough to eat during summer months and provided over 356,375 nutritious meals to children age 18 and below during this past Summer Feeding program at over 70 sites serving all areas of our District. The Food Services Department of WCCUSD has also been able to take advantage of Energy Balance for Kids w/ Play grant which helped our District receive the Bronze Healthier US School Challenge Awards for 5 WCCUSD elementary schools and supported our Food Service Department in meeting HUSSC Gold with distinction standards in our District's elementary school menus. The Food Service Department of WCCUSD also hosts the District's coordinated school health council that reinforces health literacy through health education, physical education and activity, health services, nutrition services, psychological and counseling services, health promotion for staff, a safe and healthy school environment, and parent/guardian and community involvement.

Recommendation:

For Information Only

Fiscal Impact:

None

* **D.2 Report on Gateway to College**

Comment:

Gateway to College is a nationally recognized education model serving youth who have dropped out of high school. Students attending Gateway to College are concurrently enrolled in Contra Costa College and West Contra Costa School District and from their first day they earn credits toward a high school diploma and an Associate's Degree or certificate. Gateway to College's student body is largely comprised of students at risk of not graduating and are behind credits for their age and grade, foster youth, adjudicated youth, and teen parents, as well as other students referred to the program that meet the eligibility criteria. Gateway wants to ensure that vulnerable youth receive a second chance to re-engage in education in a meaningful way and create better lives for themselves and their communities. Staff will give a report on the progress of the students attending Gateway to College.

Recommendation:

For Information Only

Fiscal Impact:

None

* **D.3 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	

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

Comment:

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

Maria Robledo recently passed away. She started working with the District in 1972, retiring in 2003 after holding positions as teacher, dean, principal and coordinator.

Retired principal Charlene Bradford passed away. Ms. Bradford began working with the District in 1965 and retired in 1998.

Ms. Arlethia Thompson, retired counselor from DeAnza passed away. She began working with District in 1967, retiring in 2005.

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

Recommendation:
For Information Only

Fiscal Impact:
None

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

* **E.1 Superintendent's Report**

* **E.2 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 agendaized, but may refer these to staff for response and/or placement on future agendas.

F. ACTION ITEMS

* **F.1 Resolution No. 81-1213 Tier III Categorical Flexibility – Public Hearing**

Comment:

In January of 2012 a new Education Code became effective which requires a public hearing for the use of 2013/14 Tier III State Categorical Funds: Education Code §42605 grants districts flexibility in Tier III categorical programs and authorized district to use these funds for any educational purpose. For the 2008-09 fiscal year through the 2014-15 fiscal year, inclusive, local educational agencies that use the flexibility provision of this section shall be deemed to be in compliance with the program and funding requirements contained in statutory, regulatory and provisional language.

The public hearing is required to occur at a regularly scheduled open public hearing held prior to and independent of a meeting where the governing board of the district adopts the annual budget.

Recommendation:
Recommend approval of this resolution for Tier III Categorical Flexibility

Fiscal Impact:
\$14,559,025 estimated Tier III funding

* **F.2 Resolution No. 84-1213: Authorization to Eliminate and/or Reduce Classified Positions and Layoff Classified Employees**

Comment:

A lack of work and/or funds necessitates the elimination and/or reduction in hours of classified positions.

Recommendation:

Recommend Approval

Fiscal Impact:

General Fund: \$30,443, Categorical Fund: \$323,635

* **F.3 Presentation of Initial Bargaining Proposal from WCCUSD to School Supervisors Association**

Comment:

Pursuant to the Educational Employment Relations Act, the initial proposal for negotiations by school districts 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 to School Supervisors Association is presented tonight as an information item. At the next regularly scheduled board meeting this item will come back for public hearing and adoption by the Board of Education.

Recommendation:

The Board of Education accept the initial bargaining proposal with School Supervisors Association as an information item.

Fiscal Impact:

To Be Determined

* **F.4 Initial Bargaining Proposal – School Supervisors Association (SSA) to the West Contra Costa Unified School District**

Comment:

Pursuant to the Educational Employment Relations Act, the initial proposal for negotiations by school districts and labor unions must be submitted at a public meeting of the governing board. The initial proposal of School Supervisors Association (SSA) to the West Contra Costa Unified School District is presented tonight as an information item. At the next regularly scheduled board meeting this item will come back for public hearing and adoption by the Board of Education.

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.5 Resolution No. 83-1213 Intention to Levy Assessments for Fiscal Year 2013-14, Preliminarily Approving Engineer's Report and providing for Notice of a Public Hearing**

Comment:

This resolution will set the date and place of the public hearing, calls for the notice of the public hearing to be published ten days or more ahead of the meeting, and preliminarily accepts the engineer's report. The engineer's report contains the proposed budget for the 2013-14 year for the Maintenance and Recreation Assessment District (MRAD).

Should the Board adopt the resolution tonight, a public hearing will be held on the MRAD on June 26, 2013, at the hour of 6:30 p.m., a regular board meeting date, at Lovonya DeJean Middle School Multipurpose Room, 3400 Macdonald Ave., Richmond, CA 94805. At the conclusion of the public hearing on June 26, 2013, the Board may adopt a resolution that gives final approval to the engineer's report, levies the assessment and directs that the assessment diagram and individual assessments be filed with the County.

The Engineer's Report for MRAD is posted on the WCCUSD web site and a copy is at the front counter at 1108 Bissell Avenue, Richmond, CA.

Recommendation:

Recommend approval of this resolution for MRAD

Fiscal Impact:

\$5,580,144 for Revenue for MRAD Fund

G. DISCUSSION ITEMS

* **G.1 Board Policy 6153.1 – School Sponsored Study Trips: College Going Culture – First Reading**

Comment:

The Board has advocated for and supported efforts to create and improve upon a college going culture for the benefit of students in the West Contra Costa Unified School District.

The most prominent of these programs is the Ivy League Connection. The Ivy League Connection is an innovative and ground breaking program that benefits the students in the West Contra Costa Unified School District; it has been recognized nationally through the National School Boards Association with the Magna Award in 2010 and within the State of California with the Golden Bell Award from the California School Boards Association in 2011. It has been operating through a combination of support from donors, currently administered through the West Contra Costa Public Education Fund, and School District Funds.

As the program has grown in size and prominence it has become evident that the School District should provide policy level guidance as to the program and its operation. This Board Policy will guide the District toward recognizing and supporting the benefits of the program in the long term as well as framework for other programs involving study trips which support the college going culture. This policy will provide the parameters for compliance to related Board Policies, such as expense reimbursements and Education Code related to Student Study Trips and District expenses.

Recommendation:

Review new Board Policy which will then be recommended for adoption at the May 1, 2013 Board meeting.

Fiscal Impact:

None

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

I. COMMENTS OF THE BOARD OF EDUCATION AND SUPERINTENDENT

J. THE NEXT SCHEDULED BOARD OF EDUCATION MEETING

Lovonya DeJean Middle School – May 1, 2013

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

April 24, 2013

1. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

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

- a. WCCUSD v. Orrick
- b. Palmer and Pollack v. WCCUSD

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

Four cases

4. LIABILITY CLAIMS (Government Code Section 54956.95)

5. CONFERENCE WITH LABOR NEGOTIATORS

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

- Confidential and Management

6. PUBLIC EMPLOYEE APPOINTMENT

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

8. STUDENT DISCIPLINE (Education Code Section 35146)

Expulsions

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

Certificated / Classified Employee Dismissal

10. REPORT OF CLOSED SESSION ACTIONS

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

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education

Meeting Date: April 24, 2013

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

Agenda Item: B.4

Subject: Presentation of Student Board Representative from Gompers High School

Background Information:

A Student Board Representative from Gompers High School will attend the Board of Education on April 24, 2013. We would like to recognize and commend their participation.

Recommendation: For Information Only

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

**MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF
SAN PABLO AND JOINT MEETING WITH THE WEST CONTRA COSTA UNIFIED
SCHOOL DISTRICT**

MONDAY, MARCH 18, 2013

ROLL CALL

The meeting was called to order at 6:06 pm in Maple Hall. Present were Mayor Genoveva Garcia Calloway and Vice Mayor Paul Morris, and Councilmembers Rich Kinney, Kathy Chao Rothberg and Cecilia Valdez. Also present were City Manager Matt Rodriguez, Assistant City Manager Kelsey Worthy, City Attorney Brian Libow, Chief of Police Walter Schuld, Finance Director Bradley Ward, Public Works Director Adèle Ho, and City Clerk Ted Denney. Absent was City Treasurer Viviana Toledo. Present for the WCCUSD School Board were President Madeline Kronenberg, Clerk Charles Ramsey, Board Members Randall Enos, Todd Groves and Elaine Merriweather and WCCUSD Superintendent Bruce Harter.

ORAL COMMUNICATIONS

There were no speakers.

JOINT MEETING WITH WCCUSD

The joint meeting with the West Contra Costa Unified School District (School District) began by the City Manager Rodriguez inviting introductory remarks from the new school board members and councilmembers. City Manager Rodriguez and Superintendent Harter presented the various City- and WCCUSD-provided joint programs, services and partnerships between the City of San Pablo and WCCUSD, including the funding sources and challenges for certain programs. Mr. Magdy Abdalla reported on the soil remediation at Helms and provided an overview of the bond program for the School District. Mr. Tashaka Merriweather presented the West County Full Services Community Schools portion of the presentation. Liz Torio presented the after-school programs portion of the presentation. The joint meeting with the School Board adjourned at 7:57 pm at which time the School Board members were excused.

Respectfully Submitted,

Ted J. Denney, City Clerk

Genoveva Garcia Calloway, Mayor

**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

April 10, 2013

A. CLOSED SESSION

B. OPENING PROCEDURES

President Kronenberg called the meeting to order at 6:00 P.M. The Board recessed into Closed Session.
President Kronenberg called the Public Session to order at 6:31 P.M.

B.1 Pledge of Allegiance

President Kronenberg led the pledge of allegiance.

B.2 Welcome and Meeting Procedures

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

B.3 Roll Call

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

Staff Present: Magdy Abdalla, Engineering Officer; Ora Anderson, Special Education Director; John Banister, Special Education Administrator; Steve Collins, SELPA Director; Martin Coyne, Executive Director Bond Finance; Luis Freese, Executive Director Maintenance/Operations; Sheri Gamba, Associate Superintendent for Business Services; Wendell Greer, Associate Superintendent K-Adult Schools; Bruce Harter, Superintendent; Debbie Haynie, Executive Secretary; Joshua Herrera, Electronics Technician; Wendy Pangelina, Human Resources Technician, Keith Holtslander, Director of Facilities; Reyna Ortiz de Touriel, Interpreter; Nia Rashidchi, Assistant Superintendent, Education Services; Katie VonHusen, Coordinator Education Services; Bill Fay, Associate Superintendent for Operations

B.4 Presentation of Student Board Representative from Vista High School

Mr. Hector Quintana provided a report of activities at Vista High School.

B.5 Report/Ratification of Closed Session

Superintendent Harter asked the Board to ratify action taken in Closed Session regarding a settlement agreement in which MaxAmerica Insurance will be paying the District \$108,000 for the Nystrom vandalism incident of February 2012.

MOTION: Mr. Ramsey moved approval to ratify the action taken in Closed Session to approve a settlement agreement. Mr. Enos seconded. Mr. Enos, Mr. Groves, Mr. Ramsey, and President Kronenberg voted yes, with Ms. Merriweather abstaining and no absences. Motion carried 4-0-1-0.

B.6 Agenda Review and Adoption

MOTION: Mr. Ramsey moved approval of the agenda to include moving items E.2, F.1 and F.2 up on the agenda. Mr. Enos seconded. Mr. Enos, Mr. Groves, Ms. Merriweather, Mr. Ramsey, Student Representative Hector Quintana (advisory vote only), and President Kronenberg voted yes, with no abstentions and no absences. Motion carried 5-0-0-0.

B.7 Minutes: March 20, 2013; March 27, 2013

MOTION: Mr. Ramsey moved approval of the Minutes of March 20, 2013 and March 27, 2013. Mr. Enos seconded. Mr. Enos, Mr. Groves, Ms. Merriweather, Mr. Ramsey, Student Representative Hector Quintana (advisory vote only), and President Kronenberg 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 Contracted Services
- C.5 Notice of Completions: Bid 1471390-01 Peres Dental Clinic, Bid J068150 Dover Elementary School Increment 2 New School, Bid 1121341-04 Coronado Elementary School Demolition, Bid J068288 Kennedy High School ADA Upgrades, and Bid 1261612-00 Lupine Hills Elementary School Shade Structure
- C.6 CalPERS Retiree Health Care Resolutions – for those retiring prior to January 2007
 - Resolution #75-1213 – Unrepresented Management
 - Resolution #76-1213 – Public Employees Union (Local One)
 - Resolution #77-1213 – School Supervisors Association (SSA)
 - Resolution #78-1213 – West Contra Costa Administrators' Association (WCCAA)
 - Resolution #79-1213 – Unrepresented Confidential
 - Resolution #80-1213 – United Teachers of Richmond (UTR)
- C.7 First Reading: BP 7214.4 Investor Relations and BP 7214.3 Bond Refunding
This item was pulled for discussion.
- C.8 Certificated Board Authorization - Education Code 44258.3
- C.9 Certificated Provisional Internship Permit (PIP) Request(s)
- C.10 California State Athletic Directors Association State Conference
- C.11 Middle College Students attending Student Leadership Conference April 13-17, 2013
- C.12 Middle School Physical Education Waiver
This item was pulled for discussion.
- C.13 Ratification and Approval of Engineering Services Contracts
- C.14 Ratification and Approval of Negotiated Change Orders
- C.15 Annual Financial Audit of District Bond Program
- C.16 Annual Proposition 39 Performance Audit of the District Bond Program
Mr. Ramsey commented on the report regarding management of the largest bond program in Northern California.
- C.17 Citizens' Bond Oversight Committee (CBOC) Appointment: Norma Martinez-Rubin appointed by Supervisor Glover
- C.18 Resolution No. 82-1213: District Policy and Procedures for Determination of Non-Responsibility and Debarment of Contractors
- C.19 Measure J and D 2010 and Measure E 2012 Program Budget Updates
- C.20 Ratification of Staff Awarded Contract: Portola MS at Castro ES
- C.21 Nystrom Elementary School Abatement and Selective Demolition Award of Contract
- C.22 Williams Lawsuit Complaints Quarterly Report
- C.23 Acceptance of Contra Costa County Office of Education 2nd Quarter Report for Williams Settlement Legislation

MOTION: Mr. Ramsey moved approval of Consent Items C.1 – C.6, C.8 – C. 11, and C.13 – C.23. Mr. Enos seconded. Mr. Enos, Mr. Groves, Ms. Merriweather, Mr. Ramsey, Student Representative Hector Quintana (advisory vote only), and President Kronenberg voted yes, with no abstentions and no absences. Motion carried 5-0-0-0.

MOTION: Mr. Ramsey moved approval of removing item D.2 Report on King TECHS Club Program from the agenda. Mr. Enos seconded. Mr. Enos, Mr. Groves, Ms. Merriweather, Mr. Ramsey, Student Representative Hector Quintana (advisory vote only) and President Kronenberg voted yes, with no abstentions and no absences. Motion carried 5-0-0-0.

- E.2 Request to Address the Board on CALRTA Volunteer Hours
Ms. Elizabeth Underwood and Ms. Nancy Hendricksen of the California Retired Teachers of America provided a report regarding the fact that they have donated 51,000+ hours of volunteering in our schools.

Public Comment:
None

Board Comment:
Board members thanked and congratulated the retired teachers for their help.

F.1 Scholar in Residence

Superintendent Harter and Mr. Groves provided insight on the project and how other districts are benefiting from the Scholar in Residence program. Discussion included information about how this would provide a different approach to Professional Development. It was suggested to pilot the program with middle schools using the Universal Design for Learning program.

Public Comment:

Mary Schmida, Bobbie Bowling

Board Comment:

Mr. Ramsey had comments about making changes but not doing research.

Mr. Enos had questions regarding the program's implementation.

Ms. Merriweather said she agreed with Mr. Enos saying she felt the timing was not right for the project.

Student Representative Hector Quintana said he agreed and believed that the District currently has well qualified teachers.

President Kronenberg stated that she liked the project and would support it.

Mr. Ramsey asked Mr. Groves about the ultimate goal of the project. Mr. Groves replied that this is an opportunity to use new perspectives to improve learning for students.

MOTION: Mr. Ramsey moved approval of the Scholar in Residence. Mr. Groves seconded. A roll call vote was taken with Mr. Groves, Mr. Ramsey, Student Representative Hector Quintana (advisory vote only), and President Kronenberg voting yes, Mr. Enos and Ms. Merriweather voting no, with no abstentions and no absences. Motion carried 3-2-0-0.

F.2 Restoration of Elementary Instrumental Music

Superintendent Harter introduced the item with information about restoring the instrumental music program with the strategy of enhancing fine arts in the District.

Public Comment:

Heidi Bartsch, Bobbie Bowling

Board Comment:

Mr. Ramsey commented on the need to initially adopt this program into the feeder schools for Portola rather than across the District to all elementary schools at once.

Mr. Groves commented that the program will be focused on just those Portola feeder schools and then rolled into other phases.

Ms. Merriweather said she did not want the program to be at just a select few schools. She suggested determining which schools want the program before implementing.

Mr. Enos said he would like to see music programs return but felt it should be implemented at all schools.

Mr. Ramsey felt strongly that to be successful the program should start off with a few schools first.

Student Representative Hector Quintana said he would like to see the program at all schools.

Superintendent Harter explained that the program is slated to begin in one or possibly two areas that feed into one high school with the possibility of a second high school.

President Kronenberg commented that this is a difficult issue as they all want to see music restored to all schools, but she agreed with implementing into one feeder school pattern first.

MOTION: Mr. Ramsey moved approval of the Restoration of Elementary Instrumental Music in the El Cerrito High School feeder area including Mira Vista as well as Fairmont, Harding, Kensington, Madera and Stege for 2013-14 and directing the Superintendent to bring a recommendation to the May 15 Board Meeting for implementation at all elementary schools in future years. Mr. Enos seconded. A roll call vote was taken with Mr. Enos, Mr. Groves, Ms. Merriweather, Mr. Ramsey, Student Representative Hector Quintana (advisory vote only), and President Kronenberg voted yes, with no abstentions and no absences. Motion carried 5-0-0-0.

The record reflected that Mr. Ramsey left the meeting at 7:32 PM.

D. AWARDS, RECOGNITIONS, AND REPORTS

D.1 Teacher of the Year/Ed. Fund Excellence in Education Award Winner Recognition

Ms. Rashidchi introduced Ed Fund Executive Director Joel Mackey, who will introduce the five teachers who have been selected to receive Teacher of the Year Awards; Nathan Jackson-Lavonya DeJean Middle School; Beth Levine-Montalvin; Steve Mainini-Kennedy High; Mike Mannix-Richmond High and Eric Verpraukus-Lincoln.

Board Members greeted each of the award recipients and offered congratulations.

D.2 Report on King TECHS Club Program

This item was removed from the agenda.

D.3 WCCUSD Common Core Standards Project Plan

Ms. Katie Von Husen, Coordinator of Education Services, provided a presentation regarding the hard work and dedication of staff that have collaborated to bring this project together. Ms. Rachel Porzig provided information regarding the implementation. Ms. Rashidchi related the work ahead to complete the full implementation of the Common Core State Standards.

Student Representative Hector Quintana left the meeting for the evening at 7:45 PM.

Public Comment:

Betty Buginas, Mary Schmida

Board Comment:

Mr. Enos said he appreciated that the teachers are taking ownership and are on board with the implementation of the project.

Ms. Merriweather commented about concerns around the timeline at all sites.

Mr. Groves said he believed this was a great beginning to bringing massive change to all District schools.

President Kronenberg said she sees this as an effective process as the District works toward improving academics.

D.4 Budget Update

Ms. Gamba, Associate Superintendent for Business Services, gave a presentation on proposed funding from the State, Local Control Funding Formulas, and Proposition 39 of 2012 as well as other projected revenues and expenditures.

D.5 Standing Reports

Academic Subcommittee. Ms. Rashidchi reported that the next meeting to be held April 16 will be a town hall meeting. The meeting is scheduled for 6:00 PM at DeJean Middle School.

Citizens' Bond Oversight Committee. Chairperson Ivette Ricco reported that the committee is working efficiently. She said they hope to improve the website and public outreach to local PTA units. Mr. Fay, Associate Superintendent of Operations reported that the Bond website would be updated by the end of May.

Community Budget Advisory Committee. Ms. Gamba reported that the next meeting is scheduled for April 25th.

Facilities Subcommittee. President Kronenberg reported on the April 9 meeting where discussion included the Dover demolition and updates on Portola and Shannon elementary. She also remarked on the potential relocation of the Facilities Operations Center and the Information Technology departments.

Ivy League Connection. President Kronenberg reported on the students and chaperons selected for this year's program, as well as local alumni dinners upcoming in May.

Safety Committee. Ms. Merriweather stated that the next meeting is scheduled for May 2nd.

Youth Commission. President Kronenberg reported on the recent Youth Commission meeting where Commissioners learned about the District's debt limit waiver and efforts to reach out to the State Board of Education.

Global Youth Service Day. Mr. Greer spoke about the upcoming Global Youth Service Day in partnership with the City of Richmond.

The record reflected that Mr. Ramsey returned to the meeting at 8:47 PM.

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

E.3 WCCUSD Public Comment
Giorgio Cosentino, Connie Calderon-Jensen

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

E.2 Request to Address the Board on CALRTA Volunteer Hours
This item was moved to follow Consent Items.

C.12 Middle School Physical Education Waiver
Superintendent Harter reported that at the March 27, 2013 special meeting about the Portola feeder pattern schools, the Board heard a staff report regarding modifications in practices that would allow middle school students to access a Physical Education Waiver similar to that allowed in high school.

Public Comment:
None

Board Comment:
Mr. Groves had questions about how students will apply for the Physical Education Waiver. Mr. Greer replied with information about the physical fitness examination scores for 7th grade students to test out for the 8th grade. Superintendent Harter elaborated with further detail.

MOTION: Mr. Ramsey moved approval of C.12 Middle School Physical Education Waiver. Mr. Enos seconded. Mr. Enos, Mr. Groves, Ms. Merriweather, Mr. Ramsey and President Kronenberg voted yes, with no abstentions and no absences. Motion carried 5-0-0-0.

C.7 First Reading: BP 7214.4 Investor Relations and BP 7214.3 Bond Refunding
Ms. Gamba presented information regarding the board policies and also introduced the advisors for the bond finance program; Krishna Pettit of GCR LLP, Dave Olson of KNN Public Finance, Jeff Barratta of Piper Jaffrey, Scott Henry of De La Rosa and Company.

Public Comment:
None

Board Comment:
Mr. Ramsey had questions regarding investors' perception of the District. Staff responded.

E.3 WCCUSD Public Comment
This item was moved to follow item D. 5.

F. ACTION ITEMS

F.1 Scholar in Residence
This item was moved to follow item E.2.

F.2 Restoration of Elementary Instrumental Music
This item was moved to follow item F. 1 earlier on the agenda.

G. DISCUSSION ITEMS

G.1 Project Status Report
Mr. Abdalla provided a report of construction progress in the District.

Public Comment:
None

Board Comment:

Mr. Ramsey had questions about the Pinole Middle, Downer and Coronado projects. Mr. Abdalla stated they would be completed by summer.

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

None

I. COMMENTS OF THE BOARD OF EDUCATION AND SUPERINTENDENT

Mr. Ramsey reported on attending the El Sobrante Municipal Advisory Committee meeting regarding the District's debt limit waiver application.

Mr. Enos thanked staff for everyone's hard work.

Mr. Groves remarked on the sincerity of tonight's speakers.

President Kronenberg spoke of Ivy League Connection and students traveling to Fisk University.

J. THE NEXT SCHEDULED BOARD OF EDUCATION MEETING

Lovonya DeJean Middle School – April 24, 2013

K. ADJOURNMENT

President Kronenberg adjourned the meeting at 9:34 P.M.

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

BH: wp

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: April 24, 2013

From: Sheri Gamba
Associate Superintendent Business Services

Agenda Item: CI C.1

Subject: Grants/Awards/Agreements

Background Information: Formal action is requested from the Board of Education to accept the grants/awards/agreements, as detailed on the attached sheet dated April 24, 2013.

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
Hayward USD - Harder Elementary School MCC - 1 Coach Resource 9630	\$4,995 9/17/12 - 6/30/13	Hayward USD - Harder Elementary School	One HES mathematics coach will participate in monthly mathematics coaching professional development at the WCCUSD Mathematics Coaching Consortium in 2012-2013.
Action for Healthy Kids Thru the Walmart Foundation Resource 9607	\$2,000 7/1/12 - 6/30/13	Action for Healthy Kids Thru the Walmart Foundation	To provide access to healthy foods thru taste testing, and nutrition education lessons and food curriculum enhancements.

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: April 24, 2013

From: Sheri Gamba
Associate Superintendent Business Services

Agenda Item: CI C.2

Subject: Acceptance of Donations

Background Information: The District has received donations as summarized on the attached sheet dated April 24, 2013. The estimated values for any non-cash donations (as indicated by an asterisk) are those provided by the donor. Staff recommends acceptance of these donations.

Recommendation: Recommend Approval

Fiscal Impact: As noted per donations summary.

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

West Contra Costa Unified School District
April 24, 2013 Board Meeting

<u>Donor Name</u>	<u>Description or Purpose</u>	<u>Estimated Value</u>	<u>Receiving School or Department</u>
For Richmond	Airfare for Counselor, Students and Chaperone	\$2,500.00	De Anza High
Mr. & Mrs. Loomis	Forensics	\$20.00	Pinole Valley High
Stephen M. Schwarcz, D.D.S., Inc.	Forensics	\$100.00	Pinole Valley High
Bio-Rad Laboratories	Secondary Science Fair	\$300.00	Ed. Services

*Estimated values for the non-cash donations are provided by the donor
Donation Précis 42413

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: April 24, 2013

From: Sheri Gamba
Associate Superintendent Business Services

Agenda Item: CI C.3

Subject: Approval of Fund-Raising Activities

Background Information: The planned fund-raising events for the 2012-13 school year are summarized on the attached sheet dated April 24, 2013.

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
April 24, 2013 Board Meeting

APPROVAL OF FUND-RAISERS

<u>School</u>	<u>Fund-Raising Activity</u>	<u>Activity Sponsor</u>
De Anza High School	Rummage Sale with Ewaste	PTSA & Shimada Club
Hercules M/H School	Pass Flyers Around School for Kinders Restaurant. 15% Purchase With Correct Flyer Will go Towards Sophomore Class.	Math Teacher and Sophomore Class of 2013
Middle College High	WCCUSD Wide Walk-a-Thon	Ed Fund, Recycle More, GYSD, Starbucks, Noah's Bagel & Trader Joes

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: April 24, 2013

From: Sheri Gamba
Associate Superintendent Business Services

Agenda Item: CI C.4

Subject: Summary of Payroll and Vendor Warrant Reports

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

Total of payroll warrants (March 2013): \$ 9,364,716

Total of vendor warrants (March 2013): \$ 20,219,884

Recommendation: Recommend approval of the payroll and vendor warrant reports

Fiscal Impact: As noted above

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

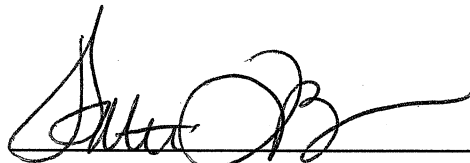
Approved _____ Not Approved _____ Tabled _____

West Contra Costa Unified School District

Month of : March 2013

Payrolls	Warrant From	Numbers To	Total Warrants Current	Total Warrants Previous	Total Warrants To Date
Variable	660904	661878	597,433	4,185,503	4,782,936
Regular	661879	662491	1,381,121	11,107,950	12,489,071
Special				19,167	19,167
Variable EFT	377727	379304	788,110	7,001,475	7,789,585
Regular EFT	379305	381630	6,596,098	46,533,052	53,129,150
Special EFT				0	0
Typed	297638	297649	6,031	138,996	145,027
BENEFITS				0	0
Cancelled	Various	Various	(4,077)	(45,629)	(49,706)
Totals			9,364,716	68,940,514	78,305,230

Salary detail is available in the Payroll office upon request.



Patti Ramos-Baker, Payroll Supervisor

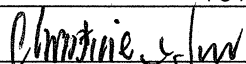
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
WEEKLY VENDOR WARRANT REPORT
2012-2013

PAYMENT

DATE: March 6, 2013

PAGE-1

FUND#	FUND DESCRIPTION	WARRANT FROM	NUMBERS TO	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL	461794	461918	5,396,908	57,348,782	62,745,690
7706	CAFETERIA	461820	462158	55,197	3,611,708	3,666,905
7707	CHILD DEVELOPMENT	462000	462142	680	53,299	53,979
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY	461977	462137	22,744	325,717	348,461
7710	BUILDING	461807	462169	860,591	41,807,768	42,668,359
7711	CAPITAL FACILITIES	462052	462052	2,165	345,969	348,134
7712	SELF INSURANCE PROPERTY & LIABILITY				1,441,102	1,441,102
7713	STATE SCHOOL LEASE/PURCHASE				0	0
7714	COUNTY SCHOOL FACILITIES				0	0
7715	SPECIAL RESERVE FOR NON-CAPITAL OUTLAY				0	0
7719	CHARTER SCHOOL				0	0
7725	MRAD				0	0
7728	DEBT SERVICE				0	0
7744	RETIREE BENEFITS	461833	462080	3,985	146,280	150,265
7770	ADULT EDUCATION	461800	462130	4,262	140,784	145,046
7785	DEFERRED MAINTENANCE				36,000	36,000
7790	BOND INTEREST & REDEMPTN				0	0
7701	PAYROLL REVOLVING				26,841,281	26,841,281
	TOTALS			6,346,532	132,098,690	138,445,222


Prepared By


Accounting Supervisor

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
WEEKLY VENDOR WARRANT REPORT
2012-2013

PAYMENT

PAGE-2

DATE: March 12, 2013

FUND#	FUND DESCRIPTION	WARRANT FROM	NUMBERS TO	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL	462191	462405	915,307	62,745,690	63,660,997
7706	CAFETERIA	462200	462398	369,048	3,666,905	4,035,953
7707	CHILD DEVELOPMENT	462323	462323	25	53,979	54,004
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY	462293	462293	1,087	348,461	349,548
7710	BUILDING	462193	462407	2,755,497	42,668,359	45,423,856
7711	CAPITAL FACILITIES				348,134	348,134
7712	SELF INSURANCE PROPERTY & LIABILITY				1,441,102	1,441,102
7713	STATE SCHOOL LEASE/PURCHASE				0	0
7714	COUNTY SCHOOL FACILITIES				0	0
7715	SPECIAL RESERVE FOR NON-CAPITAL OUTLAY				0	0
7719	CHARTER SCHOOL				0	0
7725	MRAD				0	0
7728	DEBT SERVICE				0	0
7744	RETIREE BENEFITS				150,265	150,265
7770	ADULT EDUCATION	462215	462385	6,393	145,046	151,439
7785	DEFERRED MAINTENANCE				36,000	36,000
7790	BOND INTEREST & REDEMPTN				0	0
7701	PAYROLL REVOLVING				26,841,281	26,841,281
	TOTALS			4,047,357	138,445,222	142,492,579

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
WEEKLY VENDOR WARRANT REPORT
2012-2013

PAYMENT

PAGE-3

DATE: March 19, 2013

FUND#	FUND DESCRIPTION	WARRANT FROM	NUMBERS TO	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL	462408	462673	946,990	63,660,997	64,607,987
7706	CAFETERIA	462429	462660	146,851	4,035,953	4,182,804
7707	CHILD DEVELOPMENT	462455	462652	1,941	54,004	55,945
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY				349,548	349,548
7710	BUILDING	462411	462669	631,489	45,423,856	46,055,345
7711	CAPITAL FACILITIES				348,134	348,134
7712	SELF INSURANCE PROPERTY & LIABILITY				1,441,102	1,441,102
7713	STATE SCHOOL LEASE/PURCHASE				0	0
7714	COUNTY SCHOOL FACILITIES				0	0
7715	SPECIAL RESERVE FOR NON-CAPITAL OUTLAY				0	0
7719	CHARTER SCHOOL				0	0
7725	MRAD				0	0
7728	DEBT SERVICE				0	0
7744	RETIREE BENEFITS				150,265	150,265
7770	ADULT EDUCATION	462565	462652	11,714	151,439	163,153
7785	DEFERRED MAINTENANCE				36,000	36,000
7790	BOND INTEREST & REDEMPTN				0	0
7701	PAYROLL REVOLVING				26,841,281	26,841,281
	TOTALS			1,738,985	142,492,579	144,231,564

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
WEEKLY VENDOR WARRANT REPORT
2012-2013

PAYMENT

PAGE-4

DATE: March 26, 2013

FUND#	FUND DESCRIPTION	WARRANT FROM	NUMBERS TO	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL	462676	462999	2,047,568	64,607,987	66,655,555
7706	CAFETERIA	462693	462988	167,392	4,182,804	4,350,196
7707	CHILD DEVELOPMENT	462766	462766	330	55,945	56,275
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY	462785	462973	17,982	349,548	367,530
7710	BUILDING	462675	462996	386,407	46,055,345	46,441,752
7711	CAPITAL FACILITIES	462911	462911	1,080	348,134	349,214
7712	SELF INSURANCE PROPERTY & LIABILITY				1,441,102	1,441,102
7713	STATE SCHOOL LEASE/PURCHASE				0	0
7714	COUNTY SCHOOL FACILITIES				0	0
7715	SPECIAL RESERVE FOR NON-CAPITAL OUTLAY				0	0
7719	CHARTER SCHOOL				0	0
7725	MRAD				0	0
7728	DEBT SERVICE				0	0
7744	RETIREE BENEFITS				150,265	150,265
7770	ADULT EDUCATION	462685	462814	174	163,153	163,327
7785	DEFERRED MAINTENANCE				36,000	36,000
7790	BOND INTEREST & REDEMPTN				0	0
7701	PAYROLL REVOLVING				26,841,281	26,841,281
	TOTALS			2,620,933	144,231,564	146,852,497

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
WEEKLY VENDOR WARRANT REPORT
2012-2013

PAYMENT

PAGE-5

DATE: March 8, 2013

FUND#	FUND DESCRIPTION	WARRANT FROM	NUMBERS TO	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL				66,655,555	66,655,555
7706	CAFETERIA				4,350,196	4,350,196
7707	CHILD DEVELOPMENT				56,275	56,275
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY				367,530	367,530
7710	BUILDING				46,441,752	46,441,752
7711	CAPITAL FACILITIES				349,214	349,214
7712	SELF INSURANCE PROPERTY & LIABILITY				1,441,102	1,441,102
7713	STATE SCHOOL LEASE/PURCHASE				0	0
7714	COUNTY SCHOOL FACILITIES				0	0
7715	SPECIAL RESERVE FOR NON-CAPITAL OUTLAY				0	0
7719	CHARTER SCHOOL				0	0
7725	MRAD				0	0
7728	DEBT SERVICE				0	0
7744	RETIREE BENEFITS				150,265	150,265
7770	ADULT EDUCATION				163,327	163,327
7785	DEFERRED MAINTENANCE				36,000	36,000
7790	BOND INTEREST & REDEMPTN				0	0
7701	PAYROLL REVOLVING	462170	462190	964,179	26,841,281	27,805,460
	TOTALS			964,179	146,852,497	147,816,676

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
WEEKLY VENDOR WARRANT REPORT
2012-2013

PAYMENT

PAGE-6

DATE: March 29, 2013

FUND#	FUND DESCRIPTION	WARRANT FROM	NUMBERS TO	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL				66,655,555	66,655,555
7706	CAFETERIA				4,350,196	4,350,196
7707	CHILD DEVELOPMENT				56,275	56,275
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY				367,530	367,530
7710	BUILDING				46,441,752	46,441,752
7711	CAPITAL FACILITIES				349,214	349,214
7712	SELF INSURANCE PROPERTY & LIABILITY				1,441,102	1,441,102
7713	STATE SCHOOL LEASE/PURCHASE				0	0
7714	COUNTY SCHOOL FACILITIES				0	0
7715	SPECIAL RESERVE FOR NON-CAPITAL OUTLAY				0	0
7719	CHARTER SCHOOL				0	0
7725	MRAD				0	0
7728	DEBT SERVICE				0	0
7744	RETIREE BENEFITS				150,265	150,265
7770	ADULT EDUCATION				163,327	163,327
7785	DEFERRED MAINTENANCE				36,000	36,000
7790	BOND INTEREST & REDEMPTN				0	0
7701	PAYROLL REVOLVING	463000	463061	4,501,898	27,805,460	32,307,358
	TOTALS			4,501,898	147,816,676	152,318,574

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: April 24, 2013

From: Sheri Gamba
Associate Superintendent Business Services

Agenda Item: CI C.5

Subject: Approval BP 7214.4 Investor Relations and BP7214.3 Bond Refunding

Background Information:

As the District's Bond Finance Program has developed the Board Member representatives on the Facility Sub Committee expressed an interest in developing Board Policies for Investor Relations and Bond Refunding standards and parameters. The Facility Sub Committee had an opportunity to review these policies at their April 9th meeting. The first reading of policies took place on April 10th. Once adopted these policies will be posted to the District website and on GAMUT.

Recommendation: Adoption of BP 7214.4 and BP 7214.3

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

West Contra Costa USD

Board Policy

Investor Relations Policy

BP 7214.4

Facilities

INTRODUCTION

The West Contra Costa School District (the "District") shall, in connection with its outstanding indebtedness, comply with all federal securities disclosure laws and strive to maintain good investor relations through the timely dissemination of material financial and operating information.

The District shall endeavor to maintain a positive relationship with the investment community. The District's investor relations policy shall provide for (i) the orderly dissemination of material information to the marketplace and (ii) establish a means for responding to requests for information from investors.

POLICY

It is the policy of the Board of Education (the "Board") that the following will apply to investor relations and communications:

1. The District shall engage in full and open disclosure when disseminating information to the marketplace and when responding to questions from the marketplace.
2. The District shall encourage and maintain good relations with investors and credit rating agencies.
3. A rating agency presentation/update shall be conducted with each bond transaction or at least bi-annually.
4. To ensure the orderly dissemination of information, the Associate Superintendent, Business Services shall be designated as the person responsible for making statements for the District (the "District Spokesperson") which are expected to reach investors and rating agencies. During the course of any investor communication the District Spokesperson shall adhere only to the facts and not engage in speculation on any District matters.
5. The designation of the Associate Superintendent, Business Services as the District Spokesperson shall be made known generally to the financial press, analysts, rating agency personnel and any person likely to act as a conduit between the District and investors.
6. The Associate Superintendent, Business Services may, at the direction of the Superintendent, engage in investor outreach from time to time between bond transactions.
7. Investor discussions/meetings conducted in connection with any particular Bond transaction shall be limited only to the information contained in the Preliminary Official Statement prepared in connection with the sale of said Bonds.

8. Between bond transactions the Associate Superintendent, Business Services shall limit investor discussions to (i) general information which is publicly available and (ii) information prepared in the normal course of business, i.e., financial statements, 1st and 2nd Interim, budgets; etc.
9. During any investor outreach meetings, the Associate Superintendent, Business Services shall make an affirmative statement that the discussion is to provide general financial and operating information only and is not an offer to sell or the solicitation of an offer to buy the District's Bonds, and that the information discussed is subject to change without notice.
10. To avoid "selective disclosure" to any particular investor or to a limited, small group of investors, the Board shall have a policy of simultaneous dissemination of the same information. The Board shall ensure simultaneous dissemination by establishing an investor information section on the District's website and posting the following information thereon:
 - Three years of audited financial statements.
 - Three years of annual operating budgets.
 - Official Statements for debt issued during the previous three calendar years.
 - The most recently released underlying credit ratings reports from Moody's, Standard and Poor's and Fitch Ratings.
 - Three years of Annual Disclosure Reports filed with the Electronic Municipal Market Access ("EMMA") site maintained by the Municipal Securities Rulemaking Board ("MSRB").

The District shall post the following documents on EMMA subsequent to their acceptance or approval by the Board

- Budget;
 - First Interim Report;
 - Second Interim Report;
 - Unaudited Actuals; and
 - Audited Financial Statements
11. It shall be the policy of the Board that in the event investors contact District personnel or Board Members, they shall be directed to speak or correspond only with the Associate Superintendent, Business Services for consistent dissemination of information. The Associate Superintendent, Business Services shall adhere to the facts. If the facts are not clear, the response shall be "no comment at this time."

Regulation
approved:

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

West Contra Costa USD

Board Policy

Refunding Policy

BP 7214.3

Facilities

The West Contra Costa School District (the "District") desires to: (i) identify policy objectives relating to refunding transactions, (ii) improve the quality of the decision making processes and (iii) provide a basis for the determination of when it is advantageous for the District to issue refunding bonds. This Refunding and Restructuring Policy (the "Policy") of the Board of Education (the "Board"), establishes criteria for the refunding or restructuring of the District's outstanding general obligation bonds (the "Bonds"). The District's Superintendent or designee shall consider the criteria established in this Policy before making a recommendation to the Board to pursue a refunding transaction.

REFUNDING OBJECTIVES

The primary objective of proceeding with a refunding shall be to benefit the District by:

1. Providing net present value debt service savings, and/or
2. To aid with tax rate management, and/or
3. Adjusting the debt service structure to meet identified objectives (such as to maintain tax rates).

MINIMUM GUIDELINES

The District shall, with the assistance of its financial advisor and other District financial professionals, annually review outstanding Bonds and develop a strategy to identify and initiate refundings when economically feasible and advantageous. The annual review and strategic bond debt service plan shall be provided as a Board report each October. The annual review shall provide an issue by issue analysis and shall make a recommendation regarding the circumstances under which a refunding would be advantageous on a maturity by maturity basis.

The District may consider financing structures for refunding transactions that meet the following guidelines:

1. Refunding or restructuring issues should lower the cost of outstanding debt by generating net present value savings. The net present value savings threshold shall be calculated net of all issuance fees and using net debt service savings approach, which takes into consideration arbitrage rebate requirements.
2. It shall be the policy of the Board that a minimum of 3% net present value savings should be achieved for current refundings.
3. It shall be the policy of the Board that a minimum of 4% net present value savings should be achieved for advance refundings. Negative arbitrage shall not exceed present value savings. Prudent analysis should be performed to insure that the proceeds of the advance refunding bonds held in the escrow fund are not invested at a yield that exceeds the yield on the advance refunding bonds.

4. The final maturity of the refunding bonds should be no longer than the final maturity on the refunded bonds.
5. Refunding issues should be structured to achieve level annual debt service savings or to level out overall debt service or to maintain tax rates.
6. Refunding issues should generate a minimum of \$1 million total net present value savings and a minimum of \$100,000 of savings on an annual basis.
7. Refunding issues shall, if possible, be combined with a new money issuance.
8. Refunding issues may be utilized so that the tax rate levied for general obligation bonds does not exceed the tax rate promised to the voters.

TYPES OF REFUNDINGS

This Policy applies only to current and advance refunding and restructuring transactions.

REFUNDINGS – A procedure whereby an issuer refinances outstanding bonds by issuing new bonds to reduce the issuer's interest costs or to remove a burdensome or restrictive covenant imposed by the terms of the bonds being refinanced. The proceeds of the new bonds are either deposited in an escrow fund to pay the debt service on the outstanding bonds when due ("advance refunding," as described below) or used to promptly retire the outstanding bonds ("current refunding," as described below).

CURRENT REFUNDING – A refunding transaction where the bonds being refunded will mature or be redeemed within 90 days or less after the issuance of the refunding bonds.

ADVANCE REFUNDING – A refunding transaction where the bonds being refunded remain outstanding for more than 90 days after the issuance of the refunding bonds. The proceeds of the advance refunding bonds are deposited into an escrow fund and invested in treasury securities with principal and interest from these investments being used to pay principal and interest on the refunded bonds and any call premium. Proceeds of an advance refunding held in an escrow fund shall not be invested with treasury securities with a yield greater than the yield on the refunding bonds.

RELATED DEFINITIONS

Aggregate Present Value Savings

The present value savings in each year of the refunding transaction added together.

Net Debt Service Savings Approach

A method to calculate refunding savings that accounts for the difference in interest earnings of the debt service reserve funds of the refunded and refunding bonds.

Net Present Value Savings

A method of calculating the aggregate amount of savings on a refunding transaction taking into consideration the time value of money and net of all issuance fees.

Present Value Savings

In each semi-annual period, the present value of the debt service on the refunding bonds is subtracted from the present value of the debt service on the refunded bonds using the arbitrage yield on the refunding bonds as the discount rate.

Regulation
approved:

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

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

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education

Meeting Date: April 24, 2013

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

April 24, 2013

FOR INFORMATION ONLY

Classified Personnel Changes

JOB CLASSIFICATION CHANGE

LEMMONSHIH, YVONNE	BAYVIEW	SCHOOL SECRETARY	2/8/2013
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NEW ASSIGNMENT

RODRIGUEZ, VERONICA	PINOLE VALLEY HIGH	SCHOOL LUNCH WORKER 1	3/4/2013
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PROMOTION

COOK, DEBRA	SHANNON	FOOD SERVICE AIDE-BREAKFAST	3/18/2013
HERNANDEZ JR, ALFRED	CUSTODIAL DISTRICTWIDE	UTILITY WORKER-FLOATER	3/27/2013
MENDOZA, MARIANA	FAIRMONT	INSTRUCTIONAL ASSISTANT SP ED	3/26/2013
ORTEGA, MARIA	RIVERSIDE	SPECIAL EDUCATION ASSISTANT	3/25/2013
POBLANO, MARIA LOURDES	ELLERHORST	TYPIST CLERK I	3/25/2013
VALENTINE, DARELL	HARDING	HEAD CUSTODIAN ELEMENTARY	3/18/2013

ADMINISTRATIVE LEAVE

BROADWAY, ISIAH	PORTOLA	CUSTODIAN	3/5/2013
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RETIREMENT

FAIRLEY, ANN	TARA HILLS	CUSTODIAN	3/16/2013
MARR, ERMAJEAN	KENNEDY HIGH SCHOOL	ATTENDANCE CLERK	3/23/2013

RESIGNATION

FLORES, ANDREA	LUPINE HILLS	TYPIST CLERK 1	3/14/2013
ERNANIE, FRANCISCO	CENTRAL KITCHEN	SCHOOL LUNCH WORKER 1	2/5/2013

EXHAUSTION OF LEAVE

GILMORE, LEONARD	NYSTROM	CUSTODIAN	3/18/2013
POGUE, STELLA	SHELDON	BEHAVIORAL TECHNICIAN	3/7/2013

**ADMINISTRATIVE
TERMINATION**

WORLD, JACQUELINE	NYSTROM	SCHOOL SECRETARY	3/21/2013
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TERMINATION

VANDERGRIFF, IVY	HELMS MIDDLE SCHOOL	ATTENDANCE CLERK	2/16/2013
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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: April 24, 2013

From: Kenneth L. Whittemore,
Assistant Superintendent Human Resources

Agenda Item: CI C.7

Subject: Resolution No. 85-1213: California "Day of the Teacher"

Background Information:

We wish to recognize all of the teachers who give their energy, their intellect, their commitment, and their love to the students of West Contra Costa Unified School District with a resolution proclaiming May 8, 2013 as the "Day of the Teacher."

Recommendation: Recommend Approval

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

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

RESOLUTION NO. 85-1213

**May 8, 2013
“Day of the Teacher”**

WHEREAS, the State of California designates the second Wednesday of May as the official Day of the Teacher; and

WHEREAS, teachers open children’s minds to imagine the possibilities; and

WHEREAS, teachers incorporate into their day lesson plans to inspire students to succeed; and

WHEREAS, teachers involve every single child; and

WHEREAS, teachers continue to influence us long after our school days are only memories; and

WHEREAS, it is appropriate that all communities in the District should recognize, appreciate and respect the heroic and unsung efforts of our teachers to respond to the ever-increasing intellectual and social needs of our students;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Education of the West Contra Costa Unified School District proclaims May 8, 2013 as the Day of the Teacher in West Contra Costa County, and

BE IT FURTHER RESOLVED, that the Board of Education urges all citizens to honor our teachers on this and every other day of the year.

PASSED AND ADOPTED on this 24th day of April 2013 at a regular meeting of the Board of Education by the following vote:

AYES ____ NOES ____ ABSENT ____ ABSTAIN ____

I HEREBY CERTIFY that the foregoing Resolution was duly and regularly introduced, passed, and adopted by the members of the Governing Board of the West Contra Costa Unified School District at a Regular Meeting held on April 24, 2013.

Secretary, Board of Education

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

ITEM REQUIRING ATTENTION—BOARD OF EDUCATION

To: Board of Education

Meeting Date: April 24, 2013

From: Kenneth L. Whittemore,
Assistant Superintendent Human Resources

Agenda Item: CI C.8

Subject: Resolution No. 86-1213: National "Day of the School Nurse"

Background Information:

We wish to recognize all the school nurses who give their energy, their intellect, their commitment, and their love to the students of West Contra Costa Unified School District with a resolution proclaiming May 8, 2013 as the "Day of the School Nurse."

Recommendation: Recommend Approval

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

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

RESOLUTION NO. 86-1213

**May 8, 2013
"Day of the School Nurse"**

WHEREAS, the State of California designates May 8 as the official Day of the School Nurse; and

WHEREAS, School Nurses promote the health and well-being of school children and families; and

WHEREAS, School Nurses provide for the optimal educational experience of children and families; and

WHEREAS, School Nurses educate students, families, and staff about health problems, health promotion and self-care; and

WHEREAS, School Nurses promote each student's attainment of optimal health in order to achieve their maximum learning potential; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Education of the West Contra Costa Unified School District proclaims May 8, 2013 as the Day of the School Nurse in West Contra Costa County, and

BE IT FURTHER RESOLVED, that the Board of Education urges all citizens to honor our school nurses on this and every other day of the year.

PASSED AND ADOPTED on this 24th day of April 2013 at a regular meeting of the Board of Education by the following vote:

AYES ____ NOES ____ ABSENT ____ ABSTAIN ____

I HEREBY CERTIFY that the foregoing Resolution was duly and regularly introduced, passed, and adopted by the members of the Governing Board of the West Contra Costa Unified School District at a Regular Meeting held on April 24, 2013.

Secretary, Board of Education

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

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education **Meeting Date:** April 24, 2013
From: Bill Fay **Agenda Item:** CI C.9
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: **\$819,369**. Funding sources Measure J Bond, D-2010 Bond and Measure E-2012 Bond.

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
De Anza High School Replacement Campus Project Measure J Bond (PID: 3521208-01)	April 2013 through May 2013	Clark Civil Engineering	\$2,000	Civil Engineering Services for temporary parking area.
Bond Program Standards Update Project Measure J and D-2010 Bond	April 2013 through May 2013	WLC Architects, Inc.	\$43,780	Additional design standards development.
Pinole Valley High School Crosswalk Project Measure D-2010 Bond (PID:3621377-03)	April 2013 through June 2013	Fehr & Peers	\$21,000	Traffic Engineering Design services.
Bond Program Standards Update Project Measure J and D-2010 Bond	April 2013 through May 2013	HY Architects, Inc.	\$14,850	Additional services for design standards development.
Helms Middle School Sports Fields Project Measure J Bond (PID:2101101-09)	April 2013 through June 2013	Alan Kropp & Associates, Inc.	\$92,000	Geotechnical Engineering Services during construction.
Nystrom Multi-purpose Building Project Measure J Bond (PID:1441205-00)	April 2013	RGA Environmental, Inc.	\$2,000	Additional Environmental Assessment services.
Coronado Elementary School Replacement Campus Project Measure D-2010 Bond (PID: 1121341-00)	April 2013 through May 2013	Applied Water Resources Corporation	\$29,500	Assessment of work plan development for removal of Underground Storage Tank.
Portola Middle School Demolition Project Measure D-2010 Bond (PID: 3581366-05)	February 2013 through March 2013	RGA Environmental, Inc.	\$13,675	Geotechnical soil sampling and Reporting.

April 24, 2013

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

ENGINEERING & ARCHITECTURAL SERVICES CONTRACTS

Kennedy High School Temporary Science Classroom Measure J Bond (PID: 3601211-19)	April 2013 through June 2013	Aurora Environmental Services, Inc.	\$17,916	Hazardous Material Abatement Monitoring and Testing services.
Peres Elementary School Modernization Measure D-2010 Bond (PID:1471390-00)	April 2013	PORTERcorp	\$500	Additional Engineering Calculations.
Bond Program Management Office Project Measure E-2012 Bond	April 2013 through August 2013	AE3 Partners, Inc.	\$47,670	Programming and Architectural Design Services.
Bond Program Management Measure J & D-2010 Bond	April 2013 through June 2013	SGI Construction Management, Inc.	\$517,128	Program and Construction Management Services.
Vista Adult Training Center Civil Work Project Measure D-2010 Bond (PID:37310019-01)	April 2013	Hamilton + Aitken	\$8,350	Additional Architectural Design services.
Cameron Elementary School Project Measure E-2012	April 2013 through May 2013	Total School Solutions	\$9,000	Needs Assessment Services.

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

ITEM REQUIRING ATTENTION --- BOARD OF EDUCATION

To: Board of Education **Meeting Date:** April 24, 2013
From: Bill Fay **Agenda Item:** CI C.10
Associate Superintendent for Operations
Subject: Ratification and Approval of Negotiated Change Orders

Background information:

Staff is seeking ratification of Change Orders on the following current District construction projects: New Gompers & LPS Richmond Schools, Ohlone Elementary School – Phase I New Classroom Building, Harding Elementary School – Restroom Repairs, Tara Hills Elementary School – Restroom Repairs, Ellerhorst Elementary School – Restroom Repairs and Lincoln Elementary School – Restroom Repairs. Change Orders are fully executed by the District upon signature by the Superintendent's designee. Board ratification is the final step required under state law in order to complete payment and contract adjustment.

Recommendation: Ratify negotiated Change Orders as noted.

Fiscal Impact: Total ratification and approval by this action: **\$170,111.50**

DISPOSITION BY BOARD OF EDUCATION

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

April 24, 2013 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	New Gompers & LPS Richmond Schools	Lathrop Construction	\$53,887,350.00	\$9,226.00	\$3,336.00	\$0.00	\$12,562.00	0.02%	\$53,899,912.00	2 - 6
2	Ohlone ES - Phase I New Classroom Bldg	Zovich Construction	\$16,961,000.00	\$819,145.49	\$115,943.02	\$0.00	\$935,088.51	5.51%	\$17,896,088.51	56 - 59
3	Harding ES - Restroom Repairs	B Side, Inc.	\$235,000.00	(\$28,665.00)	\$13,928.57	\$0.00	(\$14,736.43)	-6.27%	\$220,263.57	3
4	Tara Hills ES - Restroom Repairs	B Side, Inc.	\$230,000.00	(\$22,395.00)	\$7,198.86	\$0.00	(\$15,196.14)	-6.61%	\$214,803.86	3
5	Ellerhorst ES - Restroom Repairs	B Side, Inc.	\$175,000.00	(\$14,655.29)	\$5,516.83	\$0.00	(\$9,138.46)	-5.22%	\$165,861.54	3
6	Lincoln ES - Restroom Repairs	B Side, Inc.	\$245,000.00	(\$22,764.00)	\$24,188.22	\$0.00	\$1,424.22	0.58%	\$246,424.22	3

Pending Board Actions	Ratifications	\$170,111.50
	Approvals	\$0.00
	Total Board Action	\$170,111.50

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

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

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education **Meeting Date:** April 24, 2013
From: Bill Fay **Agenda Item:** CI C.11
Associate Superintendent for Operations
Subject: Citizens' Bond Oversight Committee (CBOC) Appointment: Thomasina Horsley appointed by
Richmond Mayor Gayle McLaughlin

Background Information:

Mayor McLaughlin has forwarded a recommendation that Thomasina Horsley be appointed on the West Contra Costa Unified School District Citizens Bond Oversight Committee.

Recommendation: Approve appointment as noted.

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

Dear Superintendent Harter:

Ms. Thomasina Horsley, a long-time Richmond resident and parent of a WCCUSD student, is the appointee I am putting forward to serve on the Bond Oversight Committee. I feel certain Ms. Horsley will be a great addition to the Committee and she is very interested in serving.

I have copied Thomasina on this email and her phone number is (510)234-1355. Please advise her as to the next step. I have already informed her that the next meeting is 6 pm on Wed April 17 at Facilities of Operations (FOC) 1300 Potrero Ave. in Richmond.

Many thanks,
Mayor McLaughlin

Gayle McLaughlin
Mayor, City of Richmond
450 Civic Center Plaza
Richmond CA 94804
Ph: (510) 620-6503
Fax: (510) 412-2070
Mayor@officeofthemayor.net

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:** April 24, 2013
From: Bill Fay **Agenda Item:** CI C.12
Associate Superintendent for Operations
Subject: Resolution No. 88-1213: School Nutrition Employee Appreciation Week – May 6-10, 2013

Background Information:

May 6-10, 2013 has been designated School Nutrition Employee Appreciation week. This resolution recognizes this week in the District in honor of and Appreciation to our School Nutrition personnel.

Recommendation: Recommend Approval

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

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

Resolution No. 88-1213

SCHOOL NUTRITION EMPLOYEE APPRECIATION WEEK

WHEREAS, nutritious meals at school are an essential part of the school day; and

WHEREAS, the staff of the District's school meals and nutrition department are committed to providing healthful, nutritious meals to the District's children; and

WHEREAS, the men and women who prepare and serve school meals help nurture our children through their daily interaction and support; and

NOW THEREFORE, BE IT RESOLVED, that the Board of education of the West Contra Costa Unified School District proclaims the week of May 6-10, 2013 as School Nutrition Employee Appreciation Week, and

BE IT FURTHER RESOLVED, that the Board of Education expresses its deep appreciation to these valuable employees and commends their good work on behalf of children

PASSED AND ADOPTED on this 24th day of April 2013 at a regular meeting of the Board of Education by the following vote:

AYES _____

NOES _____

ABSENT _____

ABSTAIN _____

I HEREBY CERTIFY that the foregoing Resolution was duly and regularly introduced, passed, and adopted by the members of the Governing Board of the West Contra Costa Unified School District at a Regular Meeting held on April 24, 2013

Secretary, Board of Education

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

ITEM REQUIRING ATTENTION --- BOARD OF EDUCATION

To: Board of Education **Meeting Date:** April 24, 2013
From: Bill Fay **Agenda Item:** CI C.13
Associate Superintendent for Operations
Subject: Coronado and Stege Storm Drain Extension Award of Contract

Background information:

The District prepared the drawing and specifications for the project. Scope of work includes fixing a clogged storm drain by extending a 24" HDPE storm drain pipe line from an existing District storm drain inlet box.

The District conducted a public bid process for the project. Bids were received on April 4, 2013. Four contractors submitted bids. They are as follows: Trinet Construction, Inc., \$56,000; W.R. Forde Associates, \$57,560, California Constructores, \$64,000, Michael G. McKim Company, \$68,900. The lowest apparent bidder is Trinet Construction, Inc.

Recommendation:

Award contract to Trinet Construction, Inc.

Fiscal Impact: \$56,000. Project will be funded from 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 94801-3135
Office of Superintendent of Schools

ITEM REQUIRING ATTENTION --- BOARD OF EDUCATION

To: Board of Education **Meeting Date:** April 24, 2013
From: Bill Fay **Agenda Item:** CI C.14
Associate Superintendent for Operations
Subject: Downer Elementary School Restroom Renovations Award of Contract

Background information:

Bunton Clifford Associates has prepared plans and specifications for the project. Scope of work includes, but is not limited to, installation of tile finishes, installation of wall finish; refinishing or replacement of epoxy floors, and paint throughout; reinstallation or replacement of various bathroom accessories and plumbing fixtures.

The District conducted a public bid process for the project. Bids were received on April 2, 2013. Five contractors submitted bids. They are as follows: Streamline Builders, \$192,000, Affordable Painting Services, Inc., \$206,000, Hung Construction., \$296,600, AM Woo Construction, \$336,900, Calstate Construction, Inc., \$354,000. The apparent low bidder is Streamline Builders.

Recommendation:

Award contract to Streamline Builders.

Fiscal Impact: \$192,000. Project will be funded from 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 94801-3135
Office of Superintendent of Schools

ITEM REQUIRING ATTENTION --- BOARD OF EDUCATION

To: Board of Education **Meeting Date:** April 24, 2013
From: Bill Fay **Agenda Item:** CI C.15
Associate Superintendent for Operations
Subject: Kensington Elementary School Restroom Renovations Award of Contract

Background information:

Hibser Yamauchi Architects, Inc. has prepared plans and specifications for the project. Scope of work includes selective demolition and construction necessary for the Kensington ES Restroom Renovations, including associated civil, architectural, structural, plumbing, mechanical and/or electrical work as indicated in the Drawings and Specifications.

The District conducted a public bid process for the project. Bids were received on March 27, 2013. Three contractors submitted bids. They are as follows: AM Woo Construction, \$156,900, B. Bros. Construction, Inc., \$216,370, HM Construction, \$242,051.28. The apparent low bidder is AM Woo Construction.

Recommendation:

Award contract to AM Woo Construction.

Fiscal Impact: \$156,900. Project will be funded from 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 94801-3135
Office of Superintendent of Schools

ITEM REQUIRING ATTENTION --- BOARD OF EDUCATION

To: Board of Education **Meeting Date:** April 24, 2013
From: Bill Fay **Agenda Item:** CI C.16
Associate Superintendent for Operations
Subject: Joint Use Agreements for All Recreational Facilities and Grounds for the Cities of Hercules, Pinole and San Pablo

Background information: Currently, the District has separate agreements for each city that uses its recreational facilities. The agreements generally only cover certain facilities and have differing terms and conditions governing the use of those facilities. This has made scheduling and access to recreational facilities difficult and cumbersome. In order to develop a consistent, singular process, the District has negotiated a form of joint use agreement with the Cities Hercules, Pinole and San Pablo (collectively "Cities") for the purposes of inter-agency coordination to meet the continuous youth and community demands for more developmental and recreational opportunities. The District's goal was to negotiate one form of agreement that would increase access to the recreational facilities and grounds for District students and the community while also providing consistent policies, procedures and scheduling among the various cities that use District's recreational facilities and from whom the District uses recreational facilities.

The Joint Use Agreement contemplates a five (5) year term that can be renewed upon mutual agreement of the parties. The Agreement also contemplates that the parties will meet two (2) times per year during the term of this Agreement to jointly coordinate each party's use schedule ("Annual Facility Schedule"). Once the Annual Facility Schedule has been mutually agreed upon by the parties, each party's scheduled use of the recreational facilities shall receive priority over all other use, except as may be otherwise required by law or mutual written agreement of the parties. The Agreement contemplates that the parties' use of each other's recreational facilities shall be at no costs.

Recommendation: Approve the Joint Use Agreements for the Cities of (1) Hercules; (2) Pinole; and (3) San Pablo

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

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

RESOLUTION NO. 57-1213 (April 24, 2013)
A RESOLUTION OF THE GOVERNING BOARD OF THE
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT APPROVING FORM OF
JOINT USE AGREEMENT BETWEEN THE DISTRICT
AND THE CITIES OF HERCULES, PINOLE, AND SAN PABLO

WHEREAS, Chapter 10 of Division 1 of the California Education Code, commencing with Section 10900, authorizes public entities to cooperate with one another to organize, promote, and conduct programs for community recreation that will contribute to the attainment of general recreational and educational objects for children and adults of this State; and

WHEREAS, Educational Code Section 10905 specifically authorizes public entities to cooperate with one another to establish, improve, or maintain recreation facilities; and

WHEREAS, Education Code Section 10910 authorizes the governing body of any school district to grant the use of any building, grounds, or equipment of the district to any other public authority for community recreational purposes if such use will not interfere with use of the buildings, grounds, and equipment for any other purpose of the public school system; and

WHEREAS, the Cities of Hercules, Pinole and San Pablo (collectively the "Cities") intend to enter into an umbrella joint use agreement for the use of each entities' recreational facilities in an effort to promote efficient and effective use of public resources and to provide increased access to recreational and educational opportunities for District students, the community and Cities' residents; and

WHEREAS, District and Cities have negotiated the attached Joint Use Agreement ("Agreement") to facilitate and effectuate the desires of parties to promote efficient and effective use of public resources and to provide increased access to recreational and educational opportunities; and

WHEREAS, Cities' use of the Recreational Facilities detailed in Exhibit "A" to each Agreement will not interfere with the use of the buildings, grounds, and equipment for any other District purpose on the Recreational Facilities; and

WHEREAS, Cities' use of the Recreational Facilities detailed in Exhibit "A" to each Agreement will not unduly disrupt the residents in the surrounding neighborhoods; and

WHEREAS, Cities' use of the Recreational Facilities detailed in Exhibit "A" to each Agreement will not unduly disrupt the residents in the surrounding neighborhoods;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Governing Board of the West Contra Costa Unified School District as follows:

1. The form of Joint Use Agreement is hereby approved; and
2. The Superintendent or his designee is hereby authorized to execute all documents and expend all funds necessary to execute the Joint Use Agreement and any documents associated thereto.

APPROVED, PASSED and ADOPTED by the Governing Board of the West Contra Costa Unified School District this 24th day of April, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

President, Governing Board
West Contra Costa Unified School District

ATTEST:

Secretary, Governing Board
West Contra Costa Unified School District

ATTACHMENTS

Joint Use Agreements:

City of Hercules

City of Pinole

City of San Pablo

JOINT USE AGREEMENT BETWEEN WEST CONTRA COSTA UNIFIED DISTRICT AND THE CITY OF HERCULES

THIS JOINT USE AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2013 ("Effective Date"), by and between WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT, a California public school district ("District") and the CITY OF HERCULES, a municipal corporation of the State of California ("City"), (Collectively, the "Parties" or individually a "Party").

RECITALS

- A. WHEREAS, District is the owner of certain real property as set forth in Exhibit "A," located within the District ("School Sites"); and
- B. WHEREAS, the City is the owner of certain real property as set forth in Exhibit "B" located within the City of Hercules ("City Sites"); and
- C. WHEREAS, the provisions of Education Code sections 10900 through 10914.5, inclusive, (the "Community Recreation Act") authorize and empowers cities and public school districts to cooperate with one another for the purpose of authorizing, promoting and conducting programs of public services which will contribute to the attainment of general recreational and educational objectives for children and adults of the state, and to enter into agreements with each other for such purposes; and
- D. WHEREAS, the District and City's joint use of the recreational and educational facilities located on the School Sites and City Sites will provide a benefit to the students who attend the schools and to City's residents.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this agreement, the Parties agree as follows:

- 1. **TERM OF AGREEMENT.** The "Term" of this Agreement shall be for five (5) years commencing on Effective Date, and shall remain in effect until _____, 2018, unless terminated earlier pursuant to the termination provisions set forth in this Agreement.
- 2. **JOINT USE OF SITES.**
 - 2.1. **School Sites:**
 - 2.1.1. **District Use.** The District's use of the buildings, grounds, equipment or recreational facilities ("District Recreational Facilities") located on the School Sites for any purpose shall take precedence and priority over the City's or any other person's or entity's use. "District's Use" includes use of the District Recreational Facilities, without limitation:
 - 2.1.1.1. Use during any time when school is in session, including Summer School;
 - 2.1.1.2. Use during any time that has been scheduled in advance by the various school principals or other school officers for classes, activities, exercises, or functions; and

2.1.1.3. Use during any time when the District has permitted another person or entity to use the District Recreational Facilities for specific event(s) or activity(ies).

2.1.2. **City's Use.** The City may use the District Recreational Facilities when such use does not conflict with the District's Use. City's right of use shall be non-exclusive, without charge to City, other than any special permit fees or requirements related to the type of use or fees.

2.1.2.1. City's use of the District Recreational Facilities shall be pursuant to the District's existing rules and regulations pertaining to the use of the District Recreational Facilities ("District Use Rules"), as may be amended from time to time. A copy of the District Use Rules is attached hereto as Exhibit "C".

2.1.3. **Closure of District Recreational Facilities.** The Parties recognize that the District Recreational Facilities may need to be closed from time to time in the interest of public safety or for repairs and maintenance. District shall notify the City of any conditions necessitating a closure of the District Recreational Facilities or any portion thereof.

2.1.4. **Schedule of Use.** District and City shall coordinate a schedule for their respective uses of the District Recreational Facilities for six (6) month time frames to begin on June 1 and December 1 of each year during the Term of this Agreement.

2.2. **City Sites:**

2.2.1. **City Use.** The City's use of the buildings, grounds, equipment or recreational facilities ("City Recreational Facilities") located on the City Sites for any purpose shall take precedence and priority over the District's or any other person's or entity's use. "City's Use" includes use of the City Recreational Facilities, without limitation:

2.2.1.1. Use during any time when the City has permitted another person or entity to use the City Recreational Facilities for specific event(s) or activity(ies).

2.2.2. **District's Use.** The District may use the City Recreational Facilities when such use does not conflict with the City's Use. District's right of use shall be non-exclusive, without charge to District, other than any special permit fees or requirements related to the type of use or fees..

2.2.2.1. District's use of the City Recreational Facilities shall be pursuant to the City's existing rules and regulations pertaining to the use of the City Recreational Facilities ("City Use Rules"), as may be amended from time to time. A copy of the City Use Rules is attached hereto as Exhibit "D".

2.2.3. **Closure of City Recreational Facilities.** The Parties recognize that the City Recreational Facilities may need to be closed from time to

time in the interest of public safety or for repairs and maintenance. City shall notify the District of any conditions necessitating a closure of the City Recreational Facilities or any portion thereof.

2.3. **Schedule of Use.** District and City shall meet at least two (2) times per year during the Term of this Agreement to jointly coordinate the schedule ("Annual Facility Schedule") for each Party's respective use of the District and City Recreational Facilities. Once the Annual Facility Schedule has been mutually agreed upon by the Parties, each Party's scheduled use of such Recreational Facilities shall receive priority over all other use, except as may be otherwise required by law or mutual written agreement of the Parties. The Annual Facility Schedule shall be attached hereto as Exhibit "F".

2.3.1. Request for use of the Parties' Recreational Facilities during the months of September through June ("School Year"), shall be submitted to each Party by May 1st of the preceding year. The Parties shall meet and agree upon the Annual Facility Schedule for use during the School Year by May 31st or another mutually agreed upon date.

2.3.2. Request for use of the Parties' Recreational Facilities during the months of July through August ("Summer Schedule"), shall be submitted to each Party by February 1st of the preceding year. The Parties shall meet and agree upon the Annual Facility Schedule for use during the Summer Schedule by February 28th or another mutually agreed upon date.

2.3.3. In the event a Party require the use of the other Party's Recreational Facilities at a time that has not been mutually agreed to by the Parties, and that does not appear on the Annual Facility Schedule, that Party shall comply with the other Party's Application for Use of Facilities and all applicable requirements thereto.

2.3.4. Each Party shall designate one contact person to maintain records related to the schedule of use agreed to by the District and City pursuant to this Agreement. Each Party shall provide notice to the other of the person designated by that Party as the contact person. Each Party shall notify the other in the event the Party's contact person changes. Such notification shall be in the same manner provided in this Agreement in the section entitled "Notices."

3. **MAINTENANCE.**

3.1. **City Maintenance.** City agrees to provide, as its own cost and expense, any and all maintenance for the City Recreational Facilities. Maintenance to be provided by City shall be staffed by City's equipment and ball fields personnel, be consistent with the normal maintenance levels as applied to other comparable City open space and park areas and shall insure safe and healthful use. Maintenance to be provided by City shall also include payment by City, as its own cost and expense, any and all utility costs, including without limitation, electricity, water, and refuse removal costs.

3.2. **District Maintenance.** District agrees to provide, as its own cost and expense, any and all maintenance for the District Recreational Facilities. Maintenance to be provided by District shall be consistent with the normal

maintenance levels as applied to other comparable District schools and shall insure safe and healthful use. Maintenance to be provided by District shall also include payment by District, as its own cost and expense, any and all utility costs, including without limitation, electricity, water, and refuse removal costs.

4. **REPAIRS.** The Parties agree that each Party shall be responsible for any damage, injuries, or harm caused by use of the other Party's Recreational Facilities. The Party using the other Party's Recreational Facilities shall repair, or cause to be repaired, or will reimburse the Party that owns the Recreational Facilities for the cost of repairing damage done to the Recreational Facilities of the other Party, other than ordinary wear and tear items.

- 4.1. Any dispute regarding the responsibility for damages shall be resolved pursuant to the dispute resolution procedures indicated herein.

5. **INDEMNIFICATION.**

- 5.1. **Indemnification of District.** To the furthest extent permitted by California law, City shall protect, defend, indemnify and hold harmless District, and its officers, agents, representatives, consultants, employees, trustees and volunteers ("District's Indemnified Parties") from any and all demands, liabilities, losses, damages, injury, claims, suits, and actions ("Claims against the City") of any kind, nature or description, including, but not limited to, personal injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connecting with or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the City in conjunction with this Agreement except to the extent that the Claims against the City are not caused by the negligence or willful misconduct of the District's Indemnified Parties. The District shall have the right to accept or reject any legal representation that City proposes to defend the District's Indemnified Parties.

- 5.2. **Indemnification of City.** To the furthest extent permitted by California law, District shall protect, defend, indemnify and hold harmless City, and its officers, agents, representatives, consultants, employees, trustees and volunteers ("City's Indemnified Parties") from any and all demands, liabilities, losses, damages, injury, claims, suites and actions ("Claims against the District") of any kind, nature or description, including, but not limited to, personal injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connecting with or resulting from the performance the Agreement or from any activity, work, or thing done, permitted, or suffered by the District in conjunction with this Agreement to the extent that the Claims against the District are not caused by the negligence or willful misconduct of the City's Indemnified Parties. The City shall have the right to accept or reject any legal representation that District proposes to defend the City's Indemnified Parties.

6. **INSURANCE.** Each Party shall, during the Term, maintain in force the policies set forth in Exhibit "E". All policies, endorsements, certificates shall be subject to approval by the other Party's Risk Manager as to form and content. The insurance requirements are subject to amendment or waiver if so approved in writing by both

Parties. Each Party agrees to provide the other Party with a copy of said policies, certificates and/or endorsements upon execution of this Agreement.

7. **TERMINATION.**

7.1. City or District may terminate this Agreement at any time by written notice of election to terminate delivered to the other Party at least sixty (60) days in advance of the effective termination date elected.

8. **NOTICES.** All notices required or permitted to be given under this agreement shall be in writing and personally delivered or sent by certified mail, postage prepaid and return receipt requested, addressed as follows:

CITY

City of Hercules
2001 Refugio Valley Road
Hercules, CA 94547
Attn: City Manager

DISTRICT

West Contra Costa Unified School District
1108 Bissell Avenue
Richmond, CA 94801
Attn: Director of Facilities & Construction

Notice shall be deemed effective on the date personally delivered or, if mailed, three days after deposit in the mail. Notice transmitted by facsimile shall be deemed effective on the following business day. Notice provided by overnight delivery shall be deemed effective the next business day after delivery by the overnight delivery service. The Parties may change their respective addresses for purposes of delivering notices by sending notice of such change pursuant to this paragraph.

9. **ASSIGNMENT.** Neither Party shall assign its rights, duties or privileges under this Agreement, nor shall either Party attempt to confer any of its rights, duties or privileges under this Agreement on any third Party, without the written consent of the other Party.
10. **NON-DISCRIMINATION.** Neither Party shall employ any discriminatory practices in its performance hereunder, including its employment practices, on the basis of sex, race, color, religion, national origin, ancestry, age, sexual orientation, or physical or mental disability.
11. **INDEPENDENT CONTRACTOR STATUS.** This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.
12. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
13. **VERIFICATION OF QUALIFICATIONS.** Each Party shall be responsible for verifying the qualifications, credentials, certificates, and licenses of its staff, agents, consultants and/or subcontractors who may provide services in conjunction with each Party's duties or obligations pursuant to this Agreement or the use of the Recreational Facilities.
14. **FINGERPRINTING AND CRIMINAL BACKGROUND INVESTIGATIONS.** Each Party shall ensure compliance with the fingerprinting requirements of Education Code

section 10911.5 for all employees, staff, and/or contractors who could have direct contact with minors, regardless of whether such individuals are paid or unpaid.

15. **DISPUTE RESOLUTION.** If a dispute arises that is related, in any way, to this, the Parties agree to attempt first to resolve the dispute through negotiations. If negotiations are unsuccessful, the Parties agree to mediate the dispute prior to initiating legal action.
16. **CALIFORNIA LAW.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in West Contra Costa County, California.
17. **PROHIBITED ACTIVITIES.** Use of tobacco products, intoxicants, or narcotics is prohibited in or about the Party's Recreational Facilities. Profane language, quarreling, fighting, and/or gambling is also prohibited.
18. **WAIVER.** The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
19. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.
20. **AMENDMENTS.** Amendments to the terms and conditions of this Agreement shall be requested in writing by the Party desiring the revision, and any amendment to the Agreement shall only be effective upon the mutual agreement in writing of both Parties hereto.
21. **COUNTERPARTS.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
22. **CAPTIONS.** The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the Intentions of the Parties hereto.
23. **SEVERABILITY.** Should any provision of this Agreement be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.
24. **INCORPORATION OF RECITALS AND EXHIBITS.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

///

25. **APPROVAL.** The Parties agree that this Agreement shall not be binding on the Parties until the Agreement is approved by the District's Board of Education and the City Council.

IN WITNESS WHEREOF, this Agreement has been duly approved by Parties on the day and year hereinabove written.

APPROVED AS TO FORM:

CITY OF HERCULES
A municipal corporation

City Attorney

Signature

Print Name

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
A California public school district

Signature

Print Name
Superintendent

EXHIBIT A
DISTRICT FACILITIES

WCCUSD Site	Location
Hanna Ranch Elementary School	2480 Refugio Valley Road
Hercules Middle/High School	1900 Refugio Valley Road
Lupine Hills Elementary School	1919 Lupine Road
Ohlone Elementary School	1616 Pheasant Drive

**EXHIBIT B
CITY FACILITIES**

City Facilities	Location
Community Center	2001 Refugio Valley Road
Senior Center	111 Civic Drive
Foxboro Community Center	1025 Canterbury Avenue
Small/Large Library Conference Rooms	109 Civic Drive
Woodfield Park and Tennis Courts	1991 Lupine Road
Ohlone Park	190 Turquoise Drive
Swim Center	2001 Refugio Valley Road
Ohlone Community Center	190 Turquoise Drive
Teen Center	2007 Refugio Valley Road
Refugio Valley Park Tennis Courts	1515 Refugio Valley Road
Foxboro Park and Tennis Courts	1025 Canterbury Avenue
Hanna Ranch Park	2480 Refugio Valley Road

EXHIBIT "C"

DISTRICT USE RULES



West Contra Costa Unified School District
Facility Use Office, Rm. 130
1108 Bissell Avenue
Richmond, CA 94801
(510) 231-1113 Fax (510) 231-1194



Please fill in the Facility Use Application completely before submitting and return the form to the above address, please do not fax the application. The Facility Use Office must receive the application (10) ten days prior to proposed date(s) of use. The Facility Use Office is open Monday to Friday from 8:30 am to 4:30 pm except on School District Holidays.

The West Contra Costa Unified School District requests a Certificate of Insurance and a copy of the Policy Endorsement from your insurance carrier naming WCCUSD as additionally insured and certificate holder. The WCCUSD name and address should appear on the Certificate of Insurance and the Additionally Insured Endorsement.

Insurance Limits are as follows:

Liability	\$1,000,000
General Aggregate	\$2,000,000
Personal Injury	\$1,000,000
Fire Damage	\$100,000
Medical Expense	\$5,000

Please remember to:

- Fill in the application completely - you may type directly on the form.
- Print form, sign and have school site administrator sign the application.
- Submit application with Insurance certificate and endorsement 10 days prior to use.

If you have any questions concerning Facility Use, please call Cathy Hood at (510) 231-1113.

FACILITY USE POLICY

Authority - The district Facilities Scheduling Office has the sole authority to grant use of the school facilities at each school during after school hours. The Facilities Scheduling Office shall schedule and determine use fees for all school facilities used by community groups after school hours and during the summer on a permit basis. If a conflict in scheduling should arise, the Facilities Scheduling Office shall have the authority to reschedule or cancel a community group for any reason the office deems necessary. The Facilities Scheduling Office shall clear and coordinate the scheduled use in advance of issuing the permit with the principal of the school.

Priority - The schools will have first priority for use of school facilities. Public Agencies within the district will have second priority. Non-profit organizations within the district providing community recreation programming will have third priority. When school activities take preference over scheduled activities, a 10 days' notice must be given so that the cancelled groups can be rescheduled.

Permits - All users including school related groups must file a facilities use permit. All use permits must be applied for at the district Facilities Scheduling Office. Permits for advance-scheduled use, during the school year (July 1 st to June 30 th) applicants must reapply for new permits annually to continue using the facility. Classrooms will be closed to all community groups on school holidays, during Christmas and Easter vacations, and for the annual cleanup before the start of each school year. Permits for school related groups must be applied for through the Facilities Scheduling Office. The permit of any scheduled group may be revoked or renewed at the discretion of the school district.

Applications - A Facility Application available at the Facilities Scheduling Office, located at 1108 Bissell Avenue, Richmond, CA 94801, telephone 510 231-1113, must be submitted by the group representative 10 days prior to the proposed date of use. The representative making application must be 21 years old, he or another official of the group must be in attendance at the scheduled meeting, and must be responsible for the requested facility. When groups change officers, the new president or representative must come to the Facilities Scheduling Office to sign above the signature on the application and give the new address and telephone number. Cancellation of the scheduled use of any facilities must be made to the Facilities Scheduling Office at least 24 hours previous to the scheduled activity. When submitting an application, dates of use must be specified. No applications will be accepted with tentative dates.

Scheduling - The Facilities Scheduling Office shall have the sole authority to schedule the use of school facilities after school hours. Principals of the respective schools will try to furnish notice of regularly scheduled P.T.A. and other approved activities by June 30 for the following school year, or in the case of a single date, 10 days prior to the proposed use date. All other requests have second priority to the school facilities. The Facilities Scheduling Office shall have the right to substitute adequate facilities where personnel is on duty if such facilities are satisfactory for the intended use. Unnecessary and unreasonable cost to the district resulting from special or overtime assignments of personnel or by the use of unnecessarily large facilities shall be avoided.

Use of Equipment - School equipment may be used only when written permission has been obtained from the school principal or his delegate. Equipment owned by the P.T.A., Booster Clubs or School Groups, are not available for public use without permission of the P.T.A. Booster Clubs or School Groups in question. Restitution must be made for all lost or damaged equipment.

Facility Use Fees - All school facilities and equipment requested for use are subject to either a facilities use fee or rental fee as appropriate. The fee will be based on the category of use and cost to the district. The charge will cover the cost of the attending custodian, equipment (such as and not limited to use of chairs, tables, public address systems) and a small overhead fee for heat, lights, water, garbage, consumables, and use of bathroom facilities. Use of kitchen equipment will be a separate additional charge; a Food Service employee must be present while kitchen is in use. The use and/or rental fee will be based on an established rate sheet and will vary according to the size of the group, facilities, equipment being used, and duration of use.

Free Facility Use Requests - Eligible organizations providing community recreation programs may annually apply for free use of facilities. Eligible organizations are defined as public and non-profit organizations within the district that provide community recreation programs. Fees for community recreation are subject to review by the district. Only direct costs to provide the program may be charged by public and nonprofit organizations.

Annual Applications - Eligible organizations must submit a free use request on an annual basis to have the fees included in the district MRAD Budget. Annual applications are due by December 1 of each calendar year. Annual use schedules approved in the MRAD Budget will be effective from July 1 to June 30 of each year. Free use to eligible organizations may be denied after the December 1 deadline for applications unless there is adequate funding remaining in the MRAD Budget. (Ex. applications for 2010-11 School Year Use are due by April 1, 2009.)

Liability and Insurance - Each group shall be responsible for the physical condition in which they leave the facility. The group shall be charged the expense resulting from any damage to school property to the responsible organization if the damage was due to negligence or abuse. Failure of the organization to meet this obligation within two weeks of date of billing will be cause for cancellation of the organization's privileges and legal action will be taken. All the applicant groups shall provide both a certificate of general liability insurance and the insurance policy endorsement naming West Contra Costa Unified School District as additional insured and if applicable, a refundable security deposit to indemnify the district in case of negligent damage to district property for an amount to be determined by the school district. The certificate of insurance shall be written with limits providing for a minimum liability of one million dollars (\$1,000,000) each occurrence, general aggregate of two million dollars (\$2,000,000), one million dollars (\$1,000,000) personal liability, one hundred thousand dollars in fire/property

damage and five thousand (\$5,000) in medical expense. No application will be approved unless insurance requirements are met.

Time - Groups to whom permits have been issued must have a representative at the facility at the starting time indicated on the permit. If the group, as a whole, cannot arrive on time, the facility must be in order and vacated promptly by the time specified on the permit.

Fire Regulations - Fire regulations are to be observed at all times.

Alcohol, Narcotics and Weapons - Possession or use of alcoholic beverages, narcotics, or weapons on school property is illegal and prohibited.

Prohibited Activities - Activities or affairs which require heavy maintenance or crowd control, such as swap meetings, weddings, parties, dog shows, rock bands, etc. are prohibited.

Kitchen Use - For the purpose of heating water and making coffee only, the attending school custodian will make the kitchen available and supervise its use in elementary, junior and senior high schools. The group must furnish all its own equipment.

Catering - Kitchen facilities at secondary schools are not available for use by community groups and food cannot be prepared at the schools unless one or more district food service personnel are employed to supervise. A rental fee will be charged in addition to the facility use fee. In such cases, an additional \$250 refundable property damage deposit is required to cover possible damage or theft.

Gymnasiums - Gymnasiums may not be used for dances. The serving of refreshments is prohibited in the gymnasiums.

Facilities Set-Up - It is to be stated on the application form what set up is required for the facility (i.e., "floor clear, 50 chairs set up around the walls, 3 tables available but not set up," etc.).

Due Dates for Fees - All monies for facility use, rental, custodial fees, etc., must be in the Facilities Scheduling Office at least 10 days before the scheduled time for use.

Telephone Use - Use of the school telephones by any community group is prohibited except in the case of an emergency (such as police, fire, ambulance, etc.).

Cancellation and Refunds - Groups desiring to cancel a prescheduled use of a facility must officially notify the Facilities Scheduling Office no less than 48 hours prior to the scheduled use. Cancellation notices giving less than the minimum of 48 hours prior notice will result in a forfeiture of all prepaid charges except for any property damage deposit on equipment use.

Security Services - The requesting group, where necessary, shall pay for the cost of security officers. Security services will be required as determined by the district.

Smoking - Smoking is prohibited in school buildings and on the school premises.

In case of an Emergency call Police Services at 510-232-3473

7/09 C. Hood Form 001



West Contra Costa Unified School District

1108 Bissell Avenue Room 190

Richmond, CA 94801-8195

Phone (510) 281-1118

Application for Use of School Property

No. _____

Not valid permit without Permit No.
and signed by Facility Use Office

Name of Organization		Name of Authorized Agent		Today's Date	
Home or Business Address		City	Zip	Home Phone	Work Phone
Title or Office of Person Authorized to Apply					

HEREBY MAKES APPLICATION FOR THE USE OF THE FOLLOWING:

School				Room/Grounds			
For: (Education-Social-Athletic-etc.)				Purpose: (Class-Dance-Dinner (Potluck/ordered, etc))			
Day	Month	Date(s)	Time	Day	Month	Date(s)	Time
			To				To
			To				To
			To				To

Access to Community Kitchen <input type="checkbox"/>	Access to Cafeteria Kitchen <input type="checkbox"/>	Food Service Worker required for use of Cafeteria Kitchen	Food Service Hours _____ To _____
--	--	---	-----------------------------------

APPLICATIONS NEED TO BE SUBMITTED TO FACILITY USE 10 DAYS PRIOR TO THE INTENDED DATE(S) OF USE. PLEASE ANSWER THE FOLLOWING QUESTIONS.

1) Estimated Attendance _____ Age Group _____	4) Will an admission fee be charged? Yes <input type="checkbox"/> No <input type="checkbox"/>
2) Will this meeting be open to the public? Yes <input type="checkbox"/> No <input type="checkbox"/>	5) Are any support services requested? (List in box below) Yes <input type="checkbox"/> No <input type="checkbox"/>
3) Are contribution, dues, registration fees, or other duties being charged? Yes <input type="checkbox"/> No <input type="checkbox"/> If so, use of proceeds are for: _____	

Please Complete the Indemnity Clause below

_____ shall defend, indemnify and hold the West Contra Costa Unified School District, its officers, employees and agents harmless from any, against any and all liability, loss expense (including reasonable attorney's fees), or claims for injury or damages arising out of or related to any activity or conduct of the permit holder, its agents, servants or employees.

The _____ agrees to provide the West Contra Costa Unified School District with a Certificate of Liability Insurance and Endorsement naming West Contra Costa Unified School District as an additional named insured. The minimum general liability limits of insurance on the certificate shall be 1 million dollars per occurrence with an aggregate limited no less than 2 million dollars for the policy period.

I, the undersigned, hereby certify that I will be personally responsible on behalf of the organization for any damage sustained by the school building furniture or equipment, occurring through the occupancy or use of same by the organization.

I hereby certify that I have read the attached applicable Rules and Regulations of the Governing Board of the West Contra Costa Unified School District and agree that the permit holder, as well as I personally, will abide by all rules, regulations and conditions set forth therein and will conform to all applicable provisions of the laws of California and to all Rules and Regulations of the Board of Education.

Signature of Applicant _____ Date _____ Site Administrator confirming space availability _____ Date _____

Office Use Only - Do Not Write Below This Line

Insurance and Additionally Insured Endorsement has been furnished: Yes []

Work Order Numbers:

Request	Open	Close	Notes
Custodian			
Food Service			
Grounds			
DPOS			
OT Approved Yes [] No []			Restrooms Unlocked Yes [] No []
Facility Use Approved by: (Not valid without Signature)			Date

709 C. Hood PERMIT REQUIRED TO BE IN THE POSSESSION BY GROUP AT ALL TIMES WHILE ON SCHOOL GROUNDS -- 2 BUSINESS DAYS NEEDED FOR CANCELLATION Form 001
IN CASE OF AN EMERGENCY AFTER HOURS OR ON THE WEEKEND PLEASE CALL 510 232-3473

EXHIBIT "D"
CITY USE RULES

RECREATION DEPARTMENT
2001 REFUGIO VALLEY RD.
HERCULES, CA 94547
(510) 799-8228



Section # _____

WCCUSD POOL RENTAL APPLICATION

Check Items Requested

<input type="checkbox"/> Main Pool (Please circle one)	<input type="checkbox"/> Baby Pool	<input type="checkbox"/> Pool Party Package	<input type="checkbox"/> Swim Ctr Gym						
Table site number:	1	2	3	4	5	6	7	8	(Two tables per site)

1. Requested Date: _____
Day of Week _____ Month _____ Date _____ Year _____

Event Time From _____ a.m./p.m. to _____ a.m./p.m. Total Rental Time _____

Rental Classification: ☐ City Sponsored ☐ Community / Civic ☐ Private / Commercial

2. Applicant's Name: _____ Home Phone: _____
Work Phone: _____

3. Address: _____ City: _____ Zip Code: _____

4. Sponsoring Organization: _____

5. Type of Activity: _____

6. Number in Attendance: Children: _____ Teens: _____ Adults: _____

RENTAL AGREEMENT

To the fullest extent permitted by law, and except as hereinafter expressly provided, the WCCUSD shall at its sole cost and expense defend, indemnify and hold harmless the City and its officers, directors, elected and appointed officials, agents and employees (collectively "Indemnitees") from and against any and all claims, demands, actions, causes of action, liabilities, losses, costs and expenses (including attorneys' fees, consultant and expert fees and costs actually incurred whether or not a lawsuit is filed) (collectively "Claims") arising or resulting from or in connection with, or relating to, the use of this facility by the WCCUSD, its students, officers, agents or employees. The foregoing notwithstanding, the WCCUSD shall not be obliged to defend, indemnify or hold harmless the Indemnitees for any Claims that are caused by the negligence or willful misconduct of any of the Indemnitees.

Applicant's Signature: _____ Date: _____

ACKNOWLEDGMENT OF SCHOOL STAFF AND PARENT CHAPERONE RESPONSIBILITIES
-For School Use Only-

School Name: _____ School Phone: _____

School Address: _____

Instructor/Teacher Name: _____ School Water Safety Date: _____

Instructor/Teacher Name: _____ School Water Safety Date: _____

Instructor/Teacher Name: _____ School Water Safety Date: _____

Instructor/Teacher Name: _____ School Water Safety Date: _____

During this event, the Hercules Swim Center requires all teachers and parent chaperones to be responsible for ensuring that each child is in their designated zones, not Hercules staff or lifeguards. Hercules Swim Center lifeguards and staff are responsible for the safety and security of each participant within the Hercules Swim Center and will respond to all emergencies as necessary. I _____,

_____, herby acknowledge that I will be responsible for ensuring that all students stay within their designed areas while participating in our school pool party on _____.

Instructor/Teacher Signature: _____ Date: _____

Instructor/Teacher Signature: _____ Date: _____

Instructor/Teacher Signature: _____ Date: _____

Instructor/Teacher Signature: _____ Date: _____



The City of Hercules
Recreation Aquatics School Water Safety Liability Waiver Form

Parent/Guardian's Name: _____

Street Address: _____ City: _____

Zip: _____ Home Phone: _____ E-mail: _____

Emergency Contact: _____ Emergency Phone: _____

Participants Name: _____ Birth date: _____

School Attending: _____ Grade: _____

I, _____ hereby give my permission for my child _____ to participate in swimming at the Hercules Swim Center. My child is authorized to swim in the following locations at the Hercules Swim Center during their designated school pool party on the below date: (please select the approved areas of swimming for your child).

☐ Play Pool (0-2ft 6in) ☐ Main Pool Shallow End (3ft 6in-4ft 6in)
☐ Main Pool Deep End (4ft 6in-6ft) ☐ Entire Facility (Main Pool & Play Pool)

To the greatest extent permitted by law, the undersigned shall hold harmless, defend and indemnify the City of Hercules and its subordinate and affiliated agencies, officers, officials, employees, sponsors and volunteers (collectively "Indemnitees") from and against any and all liability, loss, damage, expense and costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with the participation by any of the above-listed Participants in any activity for which such Participant is being registered, except such loss or damage which is caused by the sole negligence or willful misconduct of the Indemnitees. Furthermore, I hereby agree that I, my successors and assigns will not make claim against, sue, attach the property of, or prosecute any of the Indemnitees for any injury, liability, loss, damage, expense or costs arising out of or resulting from the participation by any of the above-listed Participants in any activity for which such Participant is being registered. If any Participant named above is a minor, I certify that I am the legal parent or guardian of the above participant or otherwise authorized to execute this form on his/her behalf, that he/she is in good physical condition and I give my permission for him/her to participate in the above activities. I hereby grant permission to the City to take my or the above Participant's photo while participating in City activities or programs to use for publicity. A signature is required by each adult Participant registering on this form. One authorized parent/guardian may sign for all minors. I understand that I am authorized to sign this form on behalf of all Participants listed above.

Parent/Guardian Signature: _____ Date: _____

THE CITY OF HERCULES
FACILITY RENTAL INFORMATION/RULES & REGULATIONS:
PRIVATE POOL PARTIES / PUBLIC POOL PARTIES / SCHOOL POOL RENTALS
(Please read the following information before signing the facility application)

The following rental policies have been approved and adopted by the City of Hercules City Council in order to outline the conditions for use of these facilities. All facilities are governed by these general rules, in addition to specific conditions for each facility.

Reservation Information

Reservations will only be accepted with a completed application, the appropriate booking fee, and refundable deposit. Applicants must be at least 21 years of age. Hercules Residents must provide valid proof of residency (i.e. CA I.D. or utility bill in applicant's name). All contact regarding the reservation booking fees, insurance, rental fees, and on-site coordination will only be arranged with the original applicant. If the original applicant is unavailable for event coordination with our rental staff on the event date, the applicant must designate an alternate person to assume this responsibility in advance. Pool Party Applicants must schedule a Pool Party Meeting Date with the Sr. Guard no less than three days prior to the scheduled pool party; if the applicant does not attend the scheduled Pool Party meeting, the event will be CANCELLED and the applicant will forfeit their registration fee / hourly fees.

**School Pool Party Applicants are not required to attend an orientation; please read the rest of the facility Rental Information to understand how you will receive your refundable deposit back.*

Aquatics Staff will be on duty during all scheduled use of City facilities. The Aquatics Staff are not available for loading/unloading party supplies, waiting tables, serving, and/or assisting with the applicant's portion of the clean up. The Aquatics Staff are on deck to ensure safety for you and your pool party guests; if at any time, the pool party becomes unsafe, the Aquatics Staff will respond. Please be respectful of our pool rules, both verbal and posted, and listen to the Lifeguards at all times. We are here to ensure the safety of you and your guests. Failure to follow our facility rules will result in the pool party being shut down and you will not receive a refund, this includes your deposit! The time period stated on the application form for the reservation will be strictly enforced. The reservation period must include all time necessary for set-up and clean-up for the event, and must be consecutive. All facility usage is based upon space availability and is limited to specific rental periods and amount of people. The Lifeguards will set up the pool area prior to the reservation start time. The facility will not be open prior to the requested time for any renter, caterers, bands, decorators, etc. participating in a rental activity, nor can items be stored overnight in a city facility prior to or after any rental activity.

The Aquatics Staff on duty will check the condition of the facility with the applicant before the start of the event, and prior to their departure to determine if additional damage, cleaning or overtime use has occurred. The Aquatics Staff will also complete a facility evaluation sheet with the applicant to document any problems. The Recreation Program Supervisor, in conjunction with processing the deposit refund request will review this evaluation. This on-site evaluation is only one means of evaluating the return of the rental deposit, however, additional charges may be imposed for damages or clean-up not identified on the evaluation form if additional items were identified after the applicant has left the facility. It is the responsibility of the Aquatics Staff to enforce facility use regulations and prevent abuse of any facility or facility use privileges, including but not limited to, requesting police department assistance to stop the service of alcoholic beverages, to remove disruptive individuals, and/or to clear the facility and cancel the event. In the case of such a cancellation, no rental fees will be refunded.

The applicant is solely responsible and accountable financially for any and all accidents or injuries to persons or property resulting from your use of city facilities. The applicant is responsible for knowing and understanding all rules and regulations governing the city facilities. The applicant shall also be responsible for the control and supervision of all people in attendance during the usage of the facility and shall take care to see that no damage is done to the facility, and that everyone conducts himself or herself in an orderly manner. If facility damage, inappropriate behavior of a rental group, or exceeding capacity levels occurs at any rental activity, or if there is at any time an indication of tickets being sold for this event, then the event may be shut down, and further use of city facilities by an individual applicant or group may be denied and or charged for any addition penalty / facility damage fees.

- A. **Applicant Orientations:** Once the department has received a completed application and the required booking fee/deposit for the specific date, the applicant is required to attend a Pool Party Orientation. On the Pool Party Orientation date the Sr. Guard and the applicant will go over the final head count, all pool rules and regulations, and the final pay must be paid in full. If the applicant does not show for the Pool Party Orientation date and does not call to re-schedule the Pool Party Meeting date, the Pool Party will be CANCELLED and the applicant will not receive a refund for the registration fee. Final rental fees are due at the Pool Party Orientation and must be paid in full. Payments may be paid by check, cash, credit card (Visa, Master, or Discover). If payment is not received by the due date, the activity may be canceled and subject to forfeiture of all fees submitted.
- B. **Transfer/Rental Information Changes:** If a reservation has been made for a facility and the applicant wishes to change to an alternate date a \$10.00 transfer fee will be assessed. A new application must be submitted identifying the new rental activity date, and/or applicant. If the applicant has not selected an alternate date, the rental application will only be held for a period of two days. At the end of the two-day holding period, the Aquatics and Recreation Departments will consider the rental activity cancelled, and the appropriate cancellation fee will be assessed. The original applicant must make all changes in writing; rental information changes will not be accepted over the phone.
- C. **Insurance:**
 - a. **Private Pool Parties:** all private pool parties are required to have insurance listing the City of Hercules as Additionally Insured for \$2,000,000 (two million dollars); you may purchase your insurance through the City of Hercules at the time of submitting your application (fees are listed on the front page of the Private Pool Party Packet with all other fees), or you may get this insurance through you Home Owners Insurance (please ask the Aquatics Coordinator for the appropriate amounts if you chose to go through your Home Owners Insurance). Insurances fees are non-refundable; insurance needs to be presented at the time of the Pool Party Orientation, failure to present your certificate of insurance will result in your event being cancelled, and all fees being withheld (No Refund).
 - b. **School Pool Parties:** all schools pool parties are required to have their School District list the City of Hercules as Additionally Insured for \$2,000,000 (two million dollars); this certificate of insurance needs to be presented to the Recreation Program Supervisor at least 2 (two) weeks prior to the pool party date. Failure to comply will result in your school pool party being cancelled and the school will not receive a refund.

c. **Public Swim Pool Parties:** Not required to purchase additional insurance.

D. **Late Booking Fee:** The City accepts facility reservations no more than one 2 months in advance and no less than three weeks prior for all facilities. In special circumstances, the city may allow a reservation to be made less than three weeks depending upon staff availability, the facility availability, and security evaluation. Late booking fees will be assessed at the discretion of the Recreation Program Supervisor. If an applicant has applied for the rental date that is less than the minimum notification requirement, and the facility is available, then a \$10.00 late booking fee will be assessed. All facility rental and deposit fees are due in full at the time the late reservation is made.

E. **Cancellation/Refunds:** If the original applicant cancels a rental reservation at any time prior to the rental activity, the entire booking fee will be forfeited. The following schedule will be used to determine the amount of refund due to the applicant:

1. 100% of the Booking Fee will be withheld for any/all cancellations; plus
2. 50% of the rental fees will be withheld for any/all cancellation notices given 3 to 5 days prior to the date.
3. 100% of the rental fees will be withheld for any/all cancellation notices given less than 3 days prior to the date.

F. **Invitation Only Event:** This is an invitation only event; all pool party guests will be accounted for prior to the pool party rental, at the Pool Party Orientation. Only the paid pool party guest will be allowed into the facility on the day of the pool party rental; no other unaccounted guests will be allowed to attend the pool party. Selling of pool party tickets at the door or prior to the pool party rental is not allowed; if at any time this is done or suspected, the pool party is subjected to cancellation during the rental or prior to the rental. The pool party applicant will then forfeit the Refundable Deposit, the Registration Fee, and the Hourly Rate Fees.

G. **Alcoholic Beverages:** Alcoholic beverages are not permitted at any time before or during the pool party; consumption of any alcoholic beverages prior or during the pool party will result in the cancellation of the pool party and the applicant will lose their deposits, rental fee, and hourly fees; applicants will not receive a refund.

H. **Pool Party Hourly Agreement:** Pool parties are based off an hourly scheduled event that has been negotiated at the time the application was submitted and confirmed during the Pool Party Orientation. These event times include set up, event time, and clean up; if at any time the pool party participant and guests go past their scheduled event time, the participant will be charged a minimum of \$60 per ½ hour that the event goes over the event time. This fee will be documented and will be deducted from the participants Refundable Deposit.

F. **Security Guidelines:** All Pool Parties will have Lifeguard staff during the time the rental is in the facility. Applicant and pool party guests are required to follow all rules and regulations directed from Aquatic Staff and ALL pool rules that are posted on the pool deck. The pool party applicant is responsible for all pool party guests; it is the pool party applicant's responsibility to ensure that all guests are following the rules and regulations of the Hercules Swim Center and verbal instructions from the Aquatics Staff. Consumption of alcohol consumed by pool party guest prior to pool rental or during pool rental will not be tolerated and the pool party applicant will be held responsible (please review Alcoholic Beverages).

- I. **Additional Duties of Applicant:** The applicant is responsible for: monitoring the number of attendants in the facility during the event; monitoring children playing in or around facility, making sure that all Pool Party guest stay in Pool Party rental area. **Please Note: Children should not be allowed to wander or play outside the facility unsupervised. All guests should remain inside the facility during the course of the rental, unless smoking.** The applicant is also responsible for ensuring that guests are not allowed to enter landscaped planter areas, damage sprinkler systems, or security lighting. **Aquatics and Recreation Staff may request Police assistance at any time to prevent abuse of privileges and to enforce facility rules and regulations. The Aquatics and Recreation staff, or Hercules Police Department may close down any activity that poses a threat to the safety of the participants, staff, or the facility; the applicant will be held financially responsible for all charges levied by the Hercules Police Department.**
- J. **Unruly Party Ordinance:** As of July 1994, the Hercules City Council adopted an unruly party ordinance, which entitles the City of Hercules to recover costs associated to responding to unruly activities as private and/or public property. The ordinance states the following:
- a) The unlawful gathering on public or private property where persons under the age of 21 are present and alcoholic beverages are in the possession of, or being consumed by, any person under the age of 21 years. This violation constitutes a misdemeanor, punishable as set forth in Section 1-4.01 of the Ordinance.
 - b) Police services at gatherings requiring a response call by the police will be held liable for the cost of providing police services during any subsequent responses by the police. The subsequent response may also result in the arrest and/or citation of violators under the California Penal Code, or other provisions of this Ordinance.
 - c) The cost of police services will be billed at the actual cost of police services, including those exceeding \$1,000, through all legal remedies. Any person owing such fees shall also be liable in an action brought in the name of the City recovery such fees, as well as court costs and reasonable attorney's fees. A copy of the ordinance is available through the Hercules Police Department upon your request.
- K. **Smoking:** Smoking is prohibited by City Ordinance in ALL city facilities. If you or a pool party guest chooses to smoke, you or the pool party guest must leave the facility and be at least 25 yards away from any entrances to smoke.
- L. **Decorations:** Adhesives, nails, screws, pins, or staples on facility walls are prohibited. Scotch or masking tape may be used to hang decorative materials. Decorative materials may not be attached to light fixtures and must be completely removed from the facility at the conclusion of the activity. **Candles and confetti are not allowed in any City facility.** If balloons are utilized for decorations, they must not be released intentionally to float to the ceiling areas. All decorative materials must be fire proof and/or must have a flame retardant. **At no time shall exits or facility signage be obstructed by decorations or rental equipment.**
- M. **Entertainment:** Taped, live music and/or entertainment are not permitted at the Hercules Swim Center during Public Pool Parties for the safety of your pool party guests.

- N. **Smoke/Mist Machines:** Smoke or mist machines are prohibited in all City facilities. The rental facilities have automatic smoke detectors, which are monitored by the Rodeo/Hercules Fire District. Applicants in violation of this regulation will be financially responsible for all charges levied by the Fire District for a response call. Mist machines are prohibited due to their potential for damaging floor surfaces and creating a safety hazard for guests.
- O. **Extra Service Billing Rate:** The hourly rate for any part-time staff required performing extra cleaning, or minor facility repairs following a rental activity is \$30.00 per hour per staff. Any amount for these services shall be deducted from the rental deposit, or in the event of an insufficient deposit balance, shall be a separate obligation of the applicant.
- P. **Liquidated Damages:** A fee for liquidated damages of two times the amount of the deposit, will be imposed for violation of any facility rental regulation or misrepresentation of material information in the rental application, including but not limited to, misrepresenting the type of activity or sponsoring organization, misrepresenting residency of the applicant, exceeding the capacity of the facility, misrepresenting if alcohol will be served or sold, or misrepresenting the number or age group of participants/guests. This fee will be imposed regardless of actual damage to the facility or increased cost incurred by the City in supervising the activity and is in addition to any such costs, which will be withheld from the deposit amount.
- Q. **Use Not Granted For:** In accordance with the rules and regulations for facility rentals adopted by the City of Hercules City Council, usage of city-operated facilities may not be granted for the following reasons:
1. Rentals by individuals or organizations who have used the facilities in the past will be reviewed, and in instances where problems have occurred, additional conditions or use not granted may be imposed.
 2. Rentals by individuals or organizations who fail to accurately represent the application information required by the Aquatics and Recreation Department, or have repeated incidents of rule violations will be restricted from using any city facilities for a one year period.
 3. The City of Hercules retains the right to refuse facility usage at the discretion of the Aquatics Coordinator based upon the above violations. Use may not be granted in any situation if the Aquatics Coordinator determines that such use would be detrimental to City facilities.
 4. The City of Hercules refuses facility usage for the intent of "private for profit" dances and parties with the exception of recognized Non-Profit community groups.

POOL RULES

The Hercules Swim Center is open to the public for playing, working out, diving, or lounging around the pool side in a beautiful outdoor setting. The Hercules Aquatic Staff are certified by the American Red Cross and are fully trained in the supervision of aquatic activities, lifeguard training, first aid, CPR/AED and rescue situations. We ask that all persons in attendance of the Hercules Swim Center be fully knowledgeable of our pool rules as listed below.

*Additional pool rules are posted in pool areas; each patron is expected to understand and follow all posted and verbal pool rules. If patrons can not follow the pool rules, he/she will be asked to leave the pool area and will not receive a refund. Pool party applicants are responsible for their guest's behaviors, please inform your guests about these rules and regulations before attending your pool party.

- Flotation devices such as inner tubes, water wings, air mattresses, sown in foam swimming suits, etc. are not permitted in the pool areas.
- Children under the age of six must be within arms reach of their parent/guardian at all times.
 - Only US Coast Guard approved flotation devices are allowed, with adult supervision.
 - Noodles, beach balls, and diving toys are permitted during public swim hours.
 - Full face masks, snorkels, and diving fins are not permitted in the pool areas
 - Coins, water guns, etc. are not permitted in the pool areas.
- Proper swim attire is required, No cutoffs and/or leotards or street clothes; all participants must be wearing a swimming suit.
 - No glass permitted.
 - No smoking within 25 yards of facility.
 - No running, diving, pushing, wrestling, riding on shoulders, dunking, etc.
- Diving is only permitted at diving boards; each participant will be required to complete a diving test before being permitted to go off of the diving boards.
 - No one allowed in pool unless lifeguard is on duty.
- Lifeguards are responsible for administering pool rules and regulations and any others when necessary for the safety operations of the swimming pool.
- Do not distract lifeguards with undue conversations or diversions; guards are here to ensure the safety of each guest & patron.
- Sr. Lifeguards may suspend any violators of these rules or anyone who jeopardizes the safety of others or themselves.
 - The City of Hercules is not responsible for lost or stolen articles.

DIVING BOARD RULES

- All divers are required to take the diving test before utilizing the diving boards.
 - Only one bounce on the diving board.
 - Only one participant on the diving board at a time.
 - You must jump off the diving board facing the water.
- After diving off of the diving board, swim directly to the closest ladder.
 - Do not sit in the diving well.
- No goggles or masks while utilizing the diving board.
 - No running on the diving board.

EXHIBIT "E"

INSURANCE

Each Party, at its sole cost and expense, shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services or use of the Recreational Facilities hereunder by the Parties, their agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage described in Insurance Services Office Form Number GL 0002 (Ed. 01/96) covering Commercial General Liability together with Insurance Services Office Form Number GL 0404 covering Broad Form Comprehensive General Liability; or that described in Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001 (Ed. 01/96), including X.C.U. (Explosion, Collapse and Underground) coverage.

2. The coverage described in Insurance Services Office Form Number CA 0001 (Ed. 12/93) covering Automobile Liability, Code 1 "any auto", or Code 2 "owned autos" and Endorsement CA 0025. Coverage shall also include Code 8 "hired autos" and Code 9 "non-owned autos"; and

3. Workers' Compensation Insurance as required by the California Labor Code and Employers Liability insurance; and

B. Minimum Limits of Insurance

Each Party shall maintain limits no less than:

1. Commercial General Liability: \$3,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and

3. Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the California Labor and Employers Liability limits of \$1,000,000 per accident.

4. Builder's Risk: Completed value of the project. No deductible shall exceed \$100,000.

C. Deductibles and Self-Insured Retentions

Any Party's deductibles or self-insured retentions must be declared, and approved by the other Party's Risk Manager.

D. **Other Insurance Provisions**

Each policy shall contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverage

a. The other Party, its officers, employees, agents and contractors are to be covered as additional Insureds. Coverage shall contain no special limitations on the scope of protection afforded to the other Party, its officers, employees, agents and contractors.

b. Any failure to comply with reporting provisions of the policies by either Party shall not affect coverage provided to the other Party, its officers, employees, agents, or contractors.

c. Each policy shall state that the policy shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverage

Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits except after thirty (30) days' prior written notice has been given to the other Party.

E. **Acceptability of Insurers**

Insurance is to be placed with insurers acceptable to the other Party.

F. **Verification of Coverage**

Each Party shall furnish the other Party with certificates of insurance and with original endorsements affecting coverage required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be mailed to the following address or any subsequent address as may be directed in by each PARTY:

CITY OF HERCULES
Risk Manager

WEST CONTRA COSTA UNIFIED SCHOOL
DISTRICT

EXHIBIT "F"
Annual Recreational Facility Schedule

JOINT USE AGREEMENT BETWEEN WEST CONTRA COSTA UNIFIED DISTRICT AND THE CITY OF PINOLE

THIS JOINT USE AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2013 ("Effective Date"), by and between WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT, a California public school district ("District") and the CITY OF PINOLE, a municipal corporation of the State of California ("City"), (Collectively, the "Parties" or individually a "Party").

RECITALS

- A. WHEREAS, District is the owner of certain real property as set forth in Exhibit "A," located within the District ("School Sites"); and
- B. WHEREAS, the City is the owner of certain real property as set forth in Exhibit "B" located within the City of Pinole ("City Sites"); and
- C. WHEREAS, the provisions of Education Code sections 10900 through 10914.5, inclusive, (the "Community Recreation Act") authorize and empowers cities and public school districts to cooperate with one another for the purpose of authorizing, promoting and conducting programs of public services which will contribute to the attainment of general recreational and educational objectives for children and adults of the state, and to enter into agreements with each other for such purposes; and
- D. WHEREAS, the District and City's joint use of the recreational and educational facilities located on the School Sites and City Sites will provide a benefit to the students who attend the schools and to City's residents.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this agreement, the Parties agree as follows:

- 1. **TERM OF AGREEMENT.** The "Term" of this Agreement shall be for five (5) years commencing on Effective Date, and shall remain in effect until _____, 2018, unless terminated earlier pursuant to the termination provisions set forth in this Agreement.
- 2. **JOINT USE OF SITES.**
 - 2.1. **School Sites:**
 - 2.1.1. **District Use.** The District's use of the buildings, grounds, equipment or recreational facilities ("District Recreational Facilities") located on the School Sites for any purpose shall take precedence and priority over the City's or any other person's or entity's use. "District's Use" includes use of the District Recreational Facilities, without limitation:
 - 2.1.1.1. Use during any time when school is in session, including Summer School;
 - 2.1.1.2. Use during any time that has been scheduled in advance by the various school principals or other school officers for classes, activities, exercises, or functions; and

2.1.1.3. Use during any time when the District has permitted another person or entity to use the District Recreational Facilities for specific event(s) or activity(ies).

2.1.2. **City's Use.** The City may use the District Recreational Facilities when such use does not conflict with the District's Use. City's right of use shall be non-exclusive, without charge to City, other than any special permit fees or requirements related to the type of use or fees.

2.1.2.1. City's use of the District Recreational Facilities shall be pursuant to the District's existing rules and regulations pertaining to the use of the District Recreational Facilities ("District Use Rules"), as may be amended from time to time. A copy of the District Use Rules is attached hereto as Exhibit "C".

2.1.3. **Closure of District Recreational Facilities.** The Parties recognize that the District Recreational Facilities may need to be closed from time to time in the interest of public safety or for repairs and maintenance. District shall notify the City of any conditions necessitating a closure of the District Recreational Facilities or any portion thereof.

2.1.4. **Schedule of Use.** District and City shall coordinate a schedule for their respective uses of the District Recreational Facilities for six (6) month time frames to begin on June 1 and December 1 of each year during the Term of this Agreement.

2.2. **City Sites:**

2.2.1. **City Use.** The City's use of the buildings, grounds, equipment or recreational facilities ("City Recreational Facilities") located on the City Sites for any purpose shall take precedence and priority over the District's or any other person's or entity's use. "City's Use" includes use of the City Recreational Facilities, without limitation:

2.2.1.1. Use during any time when the City has permitted another person or entity to use the City Recreational Facilities for specific event(s) or activity(ies).

2.2.2. **District's Use.** The District may use the City Recreational Facilities when such use does not conflict with the City's Use. District's right of use shall be non-exclusive, without charge to District, other than any special permit fees or requirements related to the type of use or fees..

2.2.2.1. District's use of the City Recreational Facilities shall be pursuant to the City's existing rules and regulations pertaining to the use of the City Recreational Facilities ("City Use Rules"), as may be amended from time to time. A copy of the City Use Rules is attached hereto as Exhibit "D".

2.2.3. **Closure of City Recreational Facilities.** The Parties recognize that the City Recreational Facilities may need to be closed from time to time in the interest of public safety, seasonal uses, or for repairs and

maintenance. City shall notify the District of any conditions necessitating a closure of the City Recreational Facilities or any portion thereof.

2.2.4. **Schedule of Use.** District and City shall coordinate a schedule for their respective uses of the City Recreational Facilities for six (6) month time frames to begin on June 1 and December 1 of each year during the Term of this Agreement.

3. **MAINTENANCE.**

3.1. **City Maintenance.** City agrees to provide, as its own cost and expense, any and all maintenance for the City Recreational Facilities during regularly scheduled working hours. Maintenance to be provided by City shall be staffed by City's equipment and ball fields personnel, be consistent with the normal maintenance levels as applied to other comparable City open space and park areas and shall insure safe and healthful use. Maintenance to be provided by City shall also include payment by City, as its own cost and expense, any and all utility costs, including without limitation, electricity, water, and refuse removal costs.

3.2. **District Maintenance.** District agrees to provide, as its own cost and expense, any and all maintenance for the District Recreational Facilities. Maintenance to be provided by District shall be consistent with the normal maintenance levels as applied to other comparable District schools and shall insure safe and healthful use. Maintenance to be provided by District shall also include payment by District, as its own cost and expense, any and all utility costs, including without limitation, electricity, water, and refuse removal costs.

4. **REPAIRS.** The Parties agree that each Party shall be responsible for any damage, injuries, or harm caused by use of the other Party's Recreational Facilities. The Party using the other Party's Recreational Facilities shall repair, or cause to be repaired, or will reimburse the owner for the cost of repairing damage done to the Recreational Facilities of the other Party, other than ordinary wear and tear items.

4.1. Any dispute regarding the responsibility for damages shall be resolved pursuant to the dispute resolution procedures indicated herein.

5. **INDEMNIFICATION.**

5.1. **Indemnification of District.** To the furthest extent permitted by California law, City shall protect, defend, indemnify and hold harmless District, and its officers, agents, representatives, consultants, employees, trustees and volunteers ("District's Indemnified Parties") from any and all demands, liabilities, losses, damages, injury, claims, suits, and actions ("Claims against the City") of any kind, nature or description, including, but not limited to, personal injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connecting with or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the City in conjunction with this Agreement except to the extent that the Claims against the City are not

caused by the negligence or willful misconduct of the District's Indemnified Parties. The District shall have the right to accept or reject any legal representation that City proposes to defend the District's Indemnified Parties.

- 5.2. **Indemnification of City.** To the furthest extent permitted by California law, District shall protect, defend, indemnify and hold harmless City, and its officers, agents, representatives, consultants, employees, trustees and volunteers ("City's Indemnified Parties") from any and all demands, liabilities, losses, damages, injury, claims, suites and actions ("Claims against the District") of any kind, nature or description, including, but not limited to, personal injury, death, property damage, and consultants' and/or attorneys' fees and costs, directly or indirectly arising out of, connecting with or resulting from the performance the Agreement or from any activity, work, or thing done, permitted, or suffered by the District in conjunction with this Agreement to the extent that the Claims against the District are not caused by the negligence or willful misconduct of the City's Indemnified Parties. The City shall have the right to accept or reject any legal representation that District proposes to defend the City's Indemnified Parties.

6. **INSURANCE.** Each Party shall, during the Term, maintain in force the policies set forth in Exhibit "E". All policies, endorsements, certificates shall be subject to approval by the other Party's Risk Manager as to form and content. The insurance requirements are subject to amendment or waiver if so approved in writing by both Parties. Each Party agrees to provide the other Party with a copy of said policies, certificates and/or endorsements upon execution of this Agreement.

7. **TERMINATION.**

- 7.1. City or District may terminate this Agreement at any time by written notice of election to terminate delivered to the other Party at least sixty (60) days in advance of the effective termination date elected.

8. **NOTICES.** All notices required or permitted to be given under this agreement shall be in writing and personally delivered or sent by certified mail, postage prepaid and return receipt requested, addressed as follows:

CITY

City of Pinole
2131 Pear Street
Pinole, CA 94564
Attn: City Manager

DISTRICT

West Contra Costa Unified School District
1108 Bissell Avenue
Richmond, CA 94801
Attn: Director of Facilities & Construction

Notice shall be deemed effective on the date personally delivered or, if mailed, three days after deposit in the mail. Notice transmitted by facsimile shall be deemed effective on the following business day. Notice provided by overnight delivery shall be deemed effective the next business day after delivery by the overnight delivery service. The Parties may change their respective addresses for purposes of delivering notices by sending notice of such change pursuant to this paragraph.

9. **ASSIGNMENT.** Neither Party shall assign its rights, duties or privileges under this Agreement, nor shall either Party attempt to confer any of its rights, duties or privileges under this Agreement on any third Party, without the written consent of the other Party.

10. **NON-DISCRIMINATION.** Neither Party shall employ any discriminatory practices in its performance hereunder, including its employment practices, on the basis of sex, race, color, religion, national origin, ancestry, age, sexual orientation, or physical or mental disability.
11. **INDEPENDENT CONTRACTOR STATUS.** This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.
12. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
13. **VERIFICATION OF QUALIFICATIONS.** Each Party shall be responsible for verifying the qualifications, credentials, certificates, and licenses of its staff, agents, consultants and/or subcontractors who may provide services in conjunction with each Party's duties or obligations pursuant to this Agreement or the use of the Recreational Facilities.
14. **FINGERPRINTING AND CRIMINAL BACKGROUND INVESTIGATIONS.** Each Party shall ensure compliance with the fingerprinting requirements of Education Code section 10911.5 for all employees, staff, and/or contractors who could have direct contact with minors, regardless of whether such individuals are paid or unpaid.
15. **DISPUTE RESOLUTION.** If a dispute arises that is related, in any way, to this, the Parties agree to attempt first to resolve the dispute through negotiations. If negotiations are unsuccessful, the Parties agree to mediate the dispute prior to initiating legal action.
16. **CALIFORNIA LAW.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in West Contra Costa County, California.
17. **PROHIBITED ACTIVITIES.** Use of tobacco products, intoxicants, or narcotics is prohibited in or about the Party's Recreational Facilities. Profane language, quarreling, fighting, and/or gambling is also prohibited.
18. **WAIVER.** The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
19. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.
20. **AMENDMENTS.** Amendments to the terms and conditions of this Agreement shall be requested in writing by the Party desiring the revision, and any amendment to the Agreement shall only be effective upon the mutual agreement in writing of both Parties hereto.

21. **COUNTERPARTS.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
22. **CAPTIONS.** The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intentions of the Parties hereto.
23. **SEVERABILITY.** Should any provision of this Agreement be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.
24. **INCORPORATION OF RECITALS AND EXHIBITS.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
25. **APPROVAL.** The Parties agree that this Agreement shall not be binding on the Parties until the Agreement is approved by the District's Board of Education and the City Council.

IN WITNESS WHEREOF, this Agreement has been duly approved by Parties on the day and year hereinabove written.

APPROVED AS TO FORM:

CITY OF PINOLE

A municipal corporation

City Attorney

Signature

Print Name

**WEST CONTRA COSTA UNIFIED SCHOOL
DISTRICT**

A California public school district

Signature

Print Name
Superintendent

EXHIBIT A
DISTRICT FACILITIES

WCCUSD Site

Location

Collins Elementary School

1224 Pinole Valley Road

Ellerhorst Elementary School

3501 Pinole Valley Road

Shannon Elementary School

685 Marlesta Road

Stewart Elementary School

2040 Hoke Drive

Pinole Middle School

1575 Mann Drive

Pinole Valley High School

2900 Pinole Valley Road

EXHIBIT "B"

CITY RECREATIONAL SITES

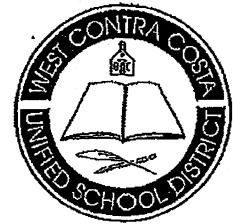
CITY SITE	RECREATIONAL FACILITIES
Pinole City Hall 2131 Pear Street	
Playhouse/Memorial Center 601 Tennent Street	
Pinole Youth Center 635 Tennent Ave.	
Community Building 2450 Simas Ave.	
Pool Complex 2450 Simas Ave.	
Senior Citizens Center 2500 Charles Ave.	
Pinole Valley Tennis Courts 2955 Pinole Valley Road	
Fernandez Park Tennant and Park Street	
Pinole Valley Park 3790 Pinole Valley Road	
Bayfront Park Foot of Tennent Ave.	
Louis Francis Park 596 Marlesta Road	
Meadow Park 1095 Nob Hill Avenue	
Sarah Drive Park 1850 Sarah Drive	

EXHIBIT C

**West Contra Costa Unified School District
Facility Rental Application, Rules and Regulations**



West Contra Costa Unified School District
Facility Use Office, Rm. 130
1108 Bissell Avenue
Richmond, CA 94801
(510) 231-1113 Fax (510) 231-1194



Please fill in the Facility Use Application completely before submitting and return the form to the above address, please do not fax the application. The Facility Use Office must receive the application (10) ten days prior to proposed date(s) of use. The Facility Use Office is open Monday to Friday from 8:30 am to 4:30 pm except on School District Holidays.

The West Contra Costa Unified School District requests a Certificate of Insurance and a copy of the Policy Endorsement from your insurance carrier naming WCCUSD as additionally insured and certificate holder. The WCCUSD name and address should appear on the Certificate of Insurance and the Additionally Insured Endorsement.

Insurance Limits are as follows:

Liability	\$1,000,000
General Aggregate	\$2,000,000
Personal Injury	\$1,000,000
Fire Damage	\$100,000
Medical Expense	\$5,000

Please remember to:

- Fill in the application completely - you may type directly on the form.
- Print form, sign and have school site administrator sign the application.
- Submit application with insurance certificate and endorsement 10 days prior to use.

If you have any questions concerning Facility Use, please call Cathy Hood at (510) 231-1113.

FACILITY USE POLICY

Authority - The district Facilities Scheduling Office has the sole authority to grant use of the school facilities at each school during after school hours. The Facilities Scheduling Office shall schedule and determine use fees for all school facilities used by community groups after school hours and during the summer on a permit basis. If a conflict in scheduling should arise, the Facilities Scheduling Office shall have the authority to reschedule or cancel a community group for any reason the office deems necessary. The Facilities Scheduling Office shall clear and coordinate the scheduled use in advance of issuing the permit with the principal of the school.

Priority - The schools will have first priority for use of school facilities. Public Agencies within the district will have second priority. Non-profit organizations within the district providing community recreation programming will have third priority. When school activities take preference over scheduled activities, a 10 days' notice must be given so that the cancelled groups can be rescheduled.

Permits - All users including school related groups must file a facilities use permit. All use permits must be applied for at the district Facilities Scheduling Office. Permits for advance-scheduled use, during the school year (July 1 st to June 30 th) applicants must reapply for new permits annually to continue using the facility. Classrooms will be closed to all community groups on school holidays, during Christmas and Easter vacations, and for the annual cleanup before the start of each school year. Permits for school related groups must be applied for through the Facilities Scheduling Office. The permit of any scheduled group may be revoked or renewed at the discretion of the school district.

Applications - A Facility Application available at the Facilities Scheduling Office, located at 1108 Bissell Avenue, Richmond, CA 94801, telephone 510 231-1113, must be submitted by the group representative 10 days prior to the proposed date of use. The representative making application must be 21 years old, he or another official of the group must be in attendance at the scheduled meeting, and must be responsible for the requested facility. When groups change officers, the new president or representative must come to the Facilities Scheduling Office to sign above the signature on the application and give the new address and telephone number. Cancellation of the scheduled use of any facilities must be made to the Facilities Scheduling Office at least 24 hours previous to the scheduled activity. When submitting an application, dates of use must be specified. No applications will be accepted with tentative dates.

Scheduling - The Facilities Scheduling Office shall have the sole authority to schedule the use of school facilities after school hours. Principals of the respective schools will try to furnish notice of regularly scheduled P.T.A. and other approved activities by June 30 for the following school year, or in the case of a single date, 10 days prior to the proposed use date. All other requests have second priority to the school facilities. The Facilities Scheduling Office shall have the right to substitute adequate facilities where personnel is on duty if such facilities are satisfactory for the intended use. Unnecessary and unreasonable cost to the district resulting from special or overtime assignments of personnel or by the use of unnecessarily large facilities shall be avoided.

Use of Equipment - School equipment may be used only when written permission has been obtained from the school principal or his delegate. Equipment owned by the P.T.A., Booster Clubs or School Groups, are not available for public use without permission of the P.T.A. Booster Clubs or School Groups in question. Restitution must be made for all lost or damaged equipment.

Facility Use Fees - All school facilities and equipment requested for use are subject to either a facilities use fee or rental fee as appropriate. The fee will be based on the category of use and cost to the district. The charge will cover the cost of the attending custodian, equipment (such as and not limited to use of chairs, tables, public address systems) and a small overhead fee for heat, lights, water, garbage, consumables, and use of bathroom facilities. Use of kitchen equipment will be a separate additional charge; a Food Service employee must be present while kitchen is in use. The use and/or rental fee will be based on an established rate sheet and will vary according to the size of the group, facilities, equipment being used, and duration of use.

Free Facility Use Requests - Eligible organizations providing community recreation programs may annually apply for free use of facilities. Eligible organizations are defined as public and non-profit organizations within the district that provide community recreation programs. Fees for community recreation are subject to review by the district. Only direct costs to provide the program may be charged by public and nonprofit organizations.

Annual Applications - Eligible organizations must submit a free use request on an annual basis to have the fees included in the district MRAD Budget. Annual applications are due by December 1 of each calendar year. Annual use schedules approved in the MRAD Budget will be effective from July 1 to June 30 of each year. Free use to eligible organizations may be denied after the December 1 deadline for applications unless there is adequate funding remaining in the MRAD Budget. (Ex. applications for 2010-11 School Year Use are due by April. 1, 2009.)

Liability and Insurance - Each group shall be responsible for the physical condition in which they leave the facility. The group shall be charged the expense resulting from any damage to school property to the responsible organization if the damage was due to negligence or abuse. Failure of the organization to meet this obligation within two weeks of date of billing will be cause for cancellation of the organization's privileges and legal action will be taken. All the applicant groups shall provide both a certificate of general liability insurance and the insurance policy endorsement naming West Contra Costa Unified School District as additional insured and if applicable, a refundable security deposit to indemnify the district in case of negligent damage to district property for an amount to be determined by the school district. The certificate of insurance shall be written with limits providing for a minimum liability of one million dollars (\$1,000,000) each occurrence, general aggregate of two million dollars (\$2,000,000), one million dollars (\$1,000,000) personal liability, one hundred thousand dollars in fire/property

damage and five thousand (\$5,000) in medical expense. No application will be approved unless insurance requirements are met.

Time - Groups to whom permits have been issued must have a representative at the facility at the starting time indicated on the permit. If the group, as a whole, cannot arrive on time, the facility must be in order and vacated promptly by the time specified on the permit.

Fire Regulations - Fire regulations are to be observed at all times.

Alcohol, Narcotics and Weapons - Possession or use of alcoholic beverages, narcotics, or weapons on school property is illegal and prohibited.

Prohibited Activities - Activities or affairs which require heavy maintenance or crowd control, such as swap meetings, weddings, parties, dog shows, rock bands, etc. are prohibited.

Kitchen Use - For the purpose of heating water and making coffee only, the attending school custodian will make the kitchen available and supervise its use in elementary, junior and senior high schools. The group must furnish all its own equipment.

Catering - Kitchen facilities at secondary schools are not available for use by community groups and food cannot be prepared at the schools unless one or more district food service personnel are employed to supervise. A rental fee will be charged in addition to the facility use fee. In such cases, an additional \$250 refundable property damage deposit is required to cover possible damage or theft.

Gymnasiums - Gymnasiums may not be used for dances. The serving of refreshments is prohibited in the gymnasiums.

Facilities Set-Up - It is to be stated on the application form what set up is required for the facility (i.e., "floor clear, 50 chairs set up around the walls, 3 tables available but not set up," etc.).

Due Dates for Fees - All monies for facility use, rental, custodial fees, etc., must be in the Facilities Scheduling Office at least 10 days before the scheduled time for use.

Telephone Use - Use of the school telephones by any community group is prohibited except in the case of an emergency (such as police, fire, ambulance, etc.).

Cancellation and Refunds - Groups desiring to cancel a prescheduled use of a facility must officially notify the Facilities Scheduling Office no less than 48 hours prior to the scheduled use. Cancellation notices giving less than the minimum of 48 hours prior notice will result in a forfeiture of all prepaid charges except for any property damage deposit on equipment use.

Security Services - The requesting group, where necessary, shall pay for the cost of security officers. Security services will be required as determined by the district.

Smoking - Smoking is prohibited in school buildings and on the school premises.

In case of an Emergency call Police Services at 510-232-3473

7/09 C. Hood Form 001



West Contra Costa Unified School District

1108 Bissell Avenue Room 130

Richmond, CA 94801-8135

Phone (510) 231-1113

Application for Use of School Property

No. _____

Not valid permit without Permit No.

and signed by Facility Use Office

Name of Organization		Name of Authorized Agent		Today's Date	
Home or Business Address		City	Zip	Home Phone	Work Phone
Title or Office of Person Authorized to Apply					

HEREBY MAKES APPLICATION FOR THE USE OF THE FOLLOWING:

School				Room/Grounds			
For: (Education-Social-Athletic-etc.)				Purpose: (Class-Dance-Dinner (Potluck/catered, etc))			
Day	Month	Date(s)	Time	Day	Month	Date(s)	Time
			To				To
			To				To
			To				To

Access to Community Kitchen <input type="checkbox"/>	Access to Cafeteria Kitchen <input type="checkbox"/>	Food Service Worker required for use of Cafeteria Kitchen	Food Service Hours _____ To _____
--	--	---	-----------------------------------

APPLICATIONS NEED TO BE SUBMITTED TO FACILITY USE 10 DAYS PRIOR TO THE INTENDED DATE(S) OF USE. PLEASE ANSWER THE FOLLOWING QUESTIONS.

1) Estimated Attendance _____ Age Group _____	4) Will an admission fee be charged? Yes <input type="checkbox"/> No <input type="checkbox"/>
2) Will this meeting be open to the public? Yes <input type="checkbox"/> No <input type="checkbox"/>	5) Are any support services requested? (List in box below) Yes <input type="checkbox"/> No <input type="checkbox"/>
3) Are contribution, dues, registration fees, or other duties being charged? Yes <input type="checkbox"/> No <input type="checkbox"/> If so, use of proceeds are for: _____	

Please Complete the Indemnity Clause below

_____ shall defend, indemnify and hold the West Contra Costa Unified School District, its officers, employees and agents harmless from any, against any and all liability, loss expense (including reasonable attorney's fees), or claims for injury of damages arising out of or related to any activity or conduct of the permit holder, its agents, servants or employees.

The _____ agrees to provide the West Contra Costa Unified School District with a Certificate of Liability Insurance and Endorsement naming West Contra Costa Unified School District as an additional named insured. The minimum general liability limits of insurance on the certificate shall be 1 million dollars per occurrence with an aggregate limited no less than 2 million dollars for the policy period.

I, the undersigned, hereby certify that I will be personally responsible on behalf of the organization for any damage sustained by the school building furniture or equipment, occurring through the occupancy or use of same by the organization.

I hereby certify that I have read the attached applicable Rules and Regulations of the Governing Board of the West Contra Costa Unified School District and agree that the permit holder, as well as I personally, will abide by all rules, regulations and conditions set forth therein and will conform to all applicable provisions of the laws of California and to all Rules and Regulations of the Board of Education.

Signature of Applicant _____ Date _____ Site Administrator confirming space availability _____ Date _____

Office Use Only - Do Not Write Below This Line

Insurance and Additionally Insured Endorsement has been furnished: Yes []

Work Order Numbers:

Request	Open	Close	Notes
Custodian			
Food Service			
Grounds			
DPOS			OT Approved Yes [] No [] Restrooms Unlocked Yes [] No []
Facility Use Approved by: (Not valid without Signature)			Date _____

CITY USE RULES



635 Tenthred Ave.
Palo Alto, CA 94304
Phone: (510) 741-2899
Fax: (510) 724-1528
www.dynalife.com/jf/information

Please complete one form for each requested field

Date Request Completed _____

[illegible]

EXHIBIT "D"

CITY USE RULES



Pinole Rental Facilities

Nonprofit Reservation Application

Applicant

Name of Applicant/Designated Person(s) in Charge: _____

Name of Organization/Group: _____

Address: _____

Home Phone: (_____) _____ City _____ Zip _____

Cell Phone: (_____) _____ Work Phone: (_____) _____

Facility Rental Information

☐ Youth Center Main Room (Max. 100) ☐ Senior Center Main Room (Max. 250) (weekday eve. only)

Activity: _____ Date: _____

Rental Hours: _____ to _____ Rental time includes set up and clean up time.

Total Attendance: _____ (Adults: _____ Teens: _____ Children: _____)

Is Event Open to the Public: ☐ Yes ☐ No

Rental Fees

Hourly Rate

Rental Rate Per Hour \$35

Additional Fees and Security Deposit

Refundable Security Deposit \$150

Insurance (if purchased through the City) \$160

All reservations must be made in person at the Recreation Dept., 635 Tennent Ave., Pinole.

Facility Use Regulations

- Groups must clean up the room and deposit all trash and recycling in receptacles or pay a cleaning fee of \$25 per hour that is deducted from the security deposit.
- All chairs and tables must be returned to their original positions.
- Applicant is responsible for set up of chairs and tables. Facility rental does not include access to or use of offices, lounge areas, non-authorized sound equipment or borrowing furniture from other areas.
- Meetings may not continue past 10:00p.m., including clean up of the meeting room and putting all tables and chairs in their original position.
- No smoking in the facility or within 20 feet of the facility.
- The City of Pinole is not responsible for lost or stolen items during the rental period.
- An adult must attend children at all times. One (1) adult must be present for every Fifteen (15) minors.
- Clean up food and beverage spills immediately and report to the Recreation Manager or his/her designee. Discard all trash.

Recreation Dept. • 635 Tennent Avenue • Pinole, CA 94564 • Phone (510) 741-2889 • FAX (510) 724-1528 • recreation@ci.pinole.ca.us

EXHIBIT "D"

CITY USE RULES



Youth Center

Rental Fee Schedule and General Information

Contact Information

PINOLE YOUTH CENTER

635 Tennent Avenue • Pinole, CA 94564 • (510) 724-9004 • youth@ci.pinole.ca.us

Rental Fees

	Pinole Resident Rental Rates (proof of residence required)	Non-Resident Rental Rates
4 Hour Minimum Rental (Includes set-up & take down)	\$250	\$325
Each Additional Hour	\$65 per hour	\$85 per hour
Set-up/Clean-up Time (2 hours Max.)	\$45 per hour	\$45 per hour

Additional Fees and Security Deposit

Booking Fee	\$50
Refundable Security Deposit	\$250
Late Application (less than 30 days)/Change of Date	\$75
Alcohol Permit (if needed - Non-refundable)	\$75
Minimum Primary Insurance (may vary - Non-Refundable)	\$160
Host Liquor Liability Insurance	\$35
May only be purchased in conjunction with the City of Pinole Primary Insurance	
Holiday Rental Fee	10% Increase on Rates
Babysitting Service (1-10 Children, ages 3&up)	\$25 per hour
Babysitting Service (11-20 Children, ages 3&up)	\$50 per hour

A minimum deposit of \$300 is required to book all events (\$250 Security Deposit and \$50 Booking Fee). Remainder is due Thirty (30) days prior to event. All reservations must be made in person at the Pinole Youth Center and approved by the Pinole Youth Center Coordinator or his/her designee.

Cancellation Policy

Cancellations within two weeks of rental date	50% of total fees
Cancellations within one weeks of rental date	100% of total fees

Cancellations must be in writing. The cancellation date is the postmarked date of the signed letter or the date the Youth Center Coordinator or designee receives the letter by personal delivery. Cancellation letter must be received from the original applicant.

Facility Information

- Room Capacity of 80 people in Main Room and 40 in Meeting Room
- Outside Patio Available in warmer months (No Grilling allowed)
- 18 (8') rectangular tables (may be able to get more, please let us know in advance)
- 3 (4') rectangular tables (may be able to get more, please let us know in advance)
- 60 folding chairs, 30 stacked chairs, 8 café chairs (may be able to get more, please let us know in advance)
- Commercial Kitchen (Use of City of Pinole cooking utensils is prohibited—only Sink, Designated Refrigerator and Freezer Space, Stove, and Ovens are available for use)
- 9 Computers with Filtered Internet Capabilities with computer chairs
- Play Station 2, XBOX 360, Wii, and over 25 games to choose from with computer chairs
- Big Screen Flat Panel T.V., DVD player, and movies
- Wide Variety of Card and Board Games

* Please refer to the Facility Rental Agreement and Clean-up Agreement for further information and limitations.

Youth Center • 635 Tennent Ave. Pinole, CA 94564 • Phone (510) 724-9004 • FAX (510) 724-1528 • youth@ci.pinole.ca.us

EXHIBIT "D"

CITY USE RULES

City of Pinole
Pinole Community Playhouse
601 Tennant Ave.
Adjacent to Fernandez Park

BASIC INFORMATION

The Pinole Playhouse is not available for general public rental. Ongoing users include the Pinole Community Players, Pinole Young Actors, School of Performing Arts and other City programs. However, on a limited basis, the facility may be available for use by non-profit agencies. This requires approval of the City Manager. These reservations can be made only with the consent of the City Manager and only if space is available. The City of Pinole reserves the right to use the Pinole Community Playhouse at any time.

For information on the Pinole Playhouse, contact Amy Wooldridge at (510) 724-9062 or awooldridge@ci.pinole.ca.us.

CAPACITY

100 people for a stand up assembly, or 80 people for a sit down assembly.

HALL INCLUDES

- (4) 6-foot rectangle tables
- (7) 8-foot rectangle tables
- (90) chairs
- Commercial oven
- Commercial refrigerator
- Microwave

FACILITY RESTRICTIONS

- Activities at the hall may not continue past 11:00pm and the hall is to be cleaned and vacated no later than 12:00 A.M.
- No Smoking in the facility or within 20 feet of the facility.
- The City of Pinole is not responsible for lost or stolen items during the rental period.
- If alcoholic beverages are going to be served, an Alcoholic Permit must be obtained from the Pinole Police Department. Alcoholic beverage permit applications are available at both the Police Department and the Recreation Department and should be submitted to the Police Department at least 30 days prior to the event to insure adequate time for processing. There is a \$50.00 non-refundable fee for the processing of this permit.

EXHIBIT "E"

INSURANCE

Each Party, at its sole cost and expense, shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services or use of the Recreational Facilities hereunder by the Parties, their agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage described in Insurance Services Office Form Number GL 0002 (Ed. 01/96) covering Commercial General Liability together with Insurance Services Office Form Number GL 0404 covering Broad Form Comprehensive General Liability; or that described in Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001 (Ed. 01/96), including X.C.U. (Explosion, Collapse and Underground) coverages.

2. The coverage described in Insurance Services Office Form Number CA 0001 (Ed. 12/93) covering Automobile Liability, Code 1 "any auto", or Code 2 "owned autos" and Endorsement CA 0025. Coverage shall also include Code 8 "hired autos" and Code 9 "non-owned autos"; and

3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance; and

B. Minimum Limits of Insurance

Each Party shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and

3. Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the California Labor and Employers Liability limits of \$1,000,000 per accident.

4. Builder's Risk: Completed value of the project. No deductible shall exceed \$100,000.

C. Deductibles and Self-Insured Retentions

Any Party's deductibles or self-insured retentions must be declared, and approved by the other Party's Risk Manager.

D. **Other Insurance Provisions**

Each policy shall contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages

a. The other Party, its officers, employees, agents and contractors are to be covered as additional Insureds. Coverages shall contain no special limitations on the scope of protection afforded to the other Party, its officers, employees, agents and contractors.

b. Any failure to comply with reporting provisions of the policies by either Party shall not affect coverage provided to the other Party, its officers, employees, agents, or contractors.

c. Each policy shall state that the policy shall apply separately to each Insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits except after thirty (30) days' prior written notice has been given to the other Party.

E. **Acceptability of Insurers**

Insurance is to be placed with insurers acceptable to the other Party.

F. **Verification of Coverage**

Each Party shall furnish the other Party with certificates of insurance and with original endorsements affecting coverage required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be mailed to the following address or any subsequent address as may be directed in by each PARTY:

CITY OF PINOLE
Risk Manager

WEST CONTRA COSTA UNIFIED SCHOOL
DISTRICT

**JOINT USE AGREEMENT BETWEEN WEST CONTRA COSTA UNIFIED DISTRICT AND
THE CITY OF SAN PABLO**

THIS JOINT USE AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2013 ("Effective Date"), by and between WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT, a California public school district ("District") and the CITY OF SAN PABLO, a municipal corporation of the State of California ("City"), (Collectively, the "Parties" or individually a "Party").

RECITALS

- A. WHEREAS, District is the owner of certain real property as set forth in Exhibit "A," located within the District ("School Sites"); and
- B. WHEREAS, the City is the owner of certain real property as set forth in Exhibit "B" located within the City of San Pablo ("City Sites"); and
- C. WHEREAS, the provisions of Education Code sections 10900 through 10914.5, inclusive, (the "Community Recreation Act") authorize and empowers cities and public school districts to cooperate with one another for the purpose of authorizing, promoting and conducting programs of public services which will contribute to the attainment of general recreational and educational objectives for children and adults of the state, and to enter into agreements with each other for such purposes; and
- D. WHEREAS, the District and City's joint use of the recreational and educational facilities located on the School Sites and City Sites will provide a benefit to the students who attend the schools and to City's residents.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this agreement, the Parties agree as follows:

1. **TERM OF AGREEMENT.** The "Term" of this Agreement shall be for five (5) years commencing on Effective Date, and shall remain in effect until _____, 2018, unless terminated earlier pursuant to the termination provisions set forth in this Agreement.
2. **JOINT USE OF SITES.**
 - 2.1. **School Sites:**
 - 2.1.1. **District Use.** The District's use of the buildings, grounds, equipment or recreational facilities ("District Recreational Facilities") located on the School Sites for any purpose shall take precedence and priority over the City's or any other person's or entity's use. "District's Use" includes use of the District Recreational Facilities, without limitation:
 - 2.1.1.1. Use during any time when school is in session, including Summer School;
 - 2.1.1.2. Use during any time that has been scheduled in advance by the various school principals or other school officers for classes, activities, exercises, or functions; and

2.1.1.3. Use during any time when the District has permitted another person or entity to use the District Recreational Facilities for specific event(s) or activity(ies).

2.1.2. **City's Use.** The City may use the District Recreational Facilities when such use does not conflict with the District's Use. City's right of use shall be non-exclusive, without charge to City, other than any special permit fees or requirements related to the type of use or fees.

2.1.2.1. City's use of the District Recreational Facilities shall be pursuant to the District's existing rules and regulations pertaining to the use of the District Recreational Facilities ("District Use Rules"), as may be amended from time to time. A copy of the District Use Rules is attached hereto as Exhibit "C".

2.1.3. **Closure of District Recreational Facilities.** The Parties recognize that the District Recreational Facilities may need to be closed from time to time in the interest of public safety or for repairs and maintenance. District shall notify the City of any conditions necessitating a closure of the District Recreational Facilities or any portion thereof.

2.1.4. **Schedule of Use.** District and City shall coordinate a schedule for their respective uses of the District Recreational Facilities for six (6) month time frames to begin on June 1 and December 1 of each year during the Term of this Agreement.

2.2. City Sites:

2.2.1. **City Use.** The City's use of the buildings, grounds, equipment or recreational facilities ("City Recreational Facilities") located on the City Sites for any purpose shall take precedence and priority over the District's or any other person's or entity's use. "City's Use" includes use of the City Recreational Facilities, without limitation:

2.2.1.1. Use during any time when the City has permitted another person or entity to use the City Recreational Facilities for specific event(s) or activity(ies).

2.2.2. **District's Use.** The District may use the City Recreational Facilities when such use does not conflict with the City's Use. District's right of use shall be non-exclusive, without charge to District, other than any special permit fees or requirements related to the type of use or fees..

2.2.2.1. District's use of the City Recreational Facilities shall be pursuant to the City's existing rules and regulations pertaining to the use of the City Recreational Facilities ("City Use Rules"), as may be amended from time to time. A copy of the City Use Rules is attached hereto as Exhibit "D".

2.2.3. **Closure of City Recreational Facilities.** The Parties recognize that the City Recreational Facilities may need to be closed from time to time in the interest of public safety or for repairs and maintenance.

City shall notify the District of any conditions necessitating a closure of the City Recreational Facilities or any portion thereof.

- 2.3. **Schedule of Use.** District and City shall meet at least two (2) times per year during the Term of this Agreement to jointly coordinate the schedule ("Annual Facility Schedule") for each Party's respective use of the District and City Recreational Facilities. Once the Annual Facility Schedule has been mutually agreed upon by the Parties, each Party's scheduled use of such Recreational Facilities shall receive priority over all other use, except as may be otherwise required by law or mutual written agreement of the Parties. The Annual Facility Schedule shall be attached hereto as Exhibit "F".

2.3.1. Request for use of the Parties' Recreational Facilities during the months of September through June ("School Year"), shall be submitted to each Party by May 1st of the preceding year. The Parties shall meet and agree upon the Annual Facility Schedule for use during the School Year by May 31st or another mutually agreed upon date.

2.3.2. Request for use of the Parties' Recreational Facilities during the months of July through August ("Summer Schedule"), shall be submitted to each Party by February 1st of the preceding year. The Parties shall meet and agree upon the Annual Facility Schedule for use during the Summer Schedule by February 28th or another mutually agreed upon date.

2.3.3. In the event a Party require the use of the other Party's Recreational Facilities at a time that has not been mutually agreed to by the Parties, and that does not appear on the Annual Facility Schedule, that Party shall comply with the other Party's Application for Use of Facilities and all applicable requirements thereto.

2.3.4. Each Party shall designate one contact person to maintain records related to the schedule of use agreed to by the District and City pursuant to this Agreement. Each Party shall provide notice to the other of the person designated by that Party as the contact person. Each Party shall notify the other in the event the Party's contact person changes. Such notification shall be in the same manner provided in this Agreement in the section entitled "Notices."

3. **MAINTENANCE.**

3.1. **City Maintenance.** City agrees to provide, as its own cost and expense, any and all maintenance for the City Recreational Facilities. Maintenance to be provided by City shall be staffed by City's equipment and ball fields personnel, be consistent with the normal maintenance levels as applied to other comparable City open space and park areas and shall insure safe and healthful use. Maintenance to be provided by City shall also include payment by City, at its own cost and expense, of any and all utility costs, including without limitation, electricity, water, and refuse removal costs.

3.2. **District Maintenance.** District agrees to provide, at its own cost and expense, any and all maintenance for the District Recreational Facilities. Maintenance to be provided by District shall be consistent with the normal maintenance levels as applied to other comparable District schools and shall insure safe and healthful use. Maintenance to be provided by District shall

also include payment by District, at its own cost and expense, of any and all utility costs, including without limitation, electricity, water, and refuse removal costs.

4. **REPAIRS.** The Parties agree that each Party shall be responsible for any damage, injuries, or harm to the other Party's Recreational Facilities caused by use of the other Party's Recreational Facilities. The Party using the other Party's Recreational Facilities shall repair, or cause to be repaired, or will reimburse the Party that owns the Recreational Facilities for the cost of repairing damage done to the Recreational Facilities of the other Party, other than ordinary wear and tear items.

- 4.1. Any dispute regarding the responsibility for damages shall be resolved pursuant to the dispute resolution procedures indicated herein.

5. **INDEMNIFICATION.**

- 5.1. **Indemnification of District.** The City hereby agrees to indemnify, defend, and hold harmless the District and its directors, officers, administrators, employees, volunteers, and agents against and from any liability, including for damage to property and injury or death of any person, and any claim, action or proceeding against the District, arising solely out of or in connection with the acts or omissions of the City in the performance of this Agreement. In its sole discretion and at its own cost and expense, the District may participate in the defense of any such claim, action or proceeding, utilizing legal counsel of its choice; however, such participation shall not relieve the City of any obligation imposed pursuant to this Agreement. The District shall promptly notify the City of any such claim, action, or proceeding and shall cooperate fully in the defense of same.

- 5.2. **Indemnification of City.** The District hereby agrees to indemnify, defend and hold harmless the City and its directors, officers, administrators, employees, volunteers, and agents against and from any liability, including for damage to property and injury or death of any person, and any claim, action or proceeding against the City, arising solely out of or in connection with the acts or omissions of the District in the performance of this Agreement. In its sole discretion and at its sole cost and expense, the City may participate in the defense of any such claim, action or proceeding, utilizing legal counsel of its choice; however, such participation shall not relieve the District of any obligation imposed pursuant to this Agreement. The City shall promptly notify the District of any such claim, action or proceeding and shall cooperate fully in the defense of same.

6. **INSURANCE.** Each Party shall, during the Term, maintain in force the policies set forth in Exhibit "E". All policies, endorsements, certificates shall be subject to approval by the other Party's Risk Manager as to form and content. The insurance requirements are subject to amendment or waiver if so approved in writing by both Parties. Each Party agrees to provide the other Party with a copy of said policies, certificates and/or endorsements upon execution of this Agreement.

7. **TERMINATION.**

- 7.1. City or District may terminate this Agreement at any time by written notice of election to terminate delivered to the other Party at least sixty (60) days in advance of the effective termination date elected. Notwithstanding the

foregoing, this Agreement will terminate at the end of any fiscal year in the event that funds are not appropriated by the City Council for the following fiscal year, or at any time within a fiscal year in the event that funds are not appropriated by the Council for a portion of the fiscal year and the City determines that funds for this Agreement are no longer available. The City will use reasonable efforts to give the District reasonable notice of termination in the event that funds will not be appropriated.

8. **NOTICES.** All notices required or permitted to be given under this agreement shall be in writing and personally delivered or sent by certified mail, postage prepaid and return receipt requested, addressed as follows:

CITY

City of San Pablo
13831 San Pablo Avenue
San Pablo, CA 94806
Attn: City Manager

DISTRICT

West Contra Costa Unified School District
1108 Bissell Avenue
Richmond, CA 94801
Attn: Director of Facilities & Construction

Notice shall be deemed effective on the date personally delivered or, if mailed, three days after deposit in the mail. Notice transmitted by facsimile shall be deemed effective on the following business day. Notice provided by overnight delivery shall be deemed effective the next business day after delivery by the overnight delivery service. The Parties may change their respective addresses for purposes of delivering notices by sending notice of such change pursuant to this paragraph.

9. **ASSIGNMENT.** Neither Party shall assign its rights, duties or privileges under this Agreement, nor shall either Party attempt to confer any of its rights, duties or privileges under this Agreement on any third Party, without the written consent of the other Party.
10. **NON-DISCRIMINATION.** Neither Party shall employ any discriminatory practices in its performance hereunder, including its employment practices, on the basis of sex, race, color, religion, national origin, ancestry, age, sexual orientation, or physical or mental disability.
11. **INDEPENDENT CONTRACTOR STATUS.** This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.
12. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
13. **VERIFICATION OF QUALIFICATIONS.** Each Party shall be responsible for verifying the qualifications, credentials, certificates, and licenses of its staff, agents, consultants and/or subcontractors who may provide services in conjunction with each Party's duties or obligations pursuant to this Agreement or the use of the Recreational Facilities.
14. **FINGERPRINTING AND CRIMINAL BACKGROUND INVESTIGATIONS.** Each Party shall ensure compliance with the fingerprinting requirements of Education Code section 10911.5 for all employees, staff, and/or contractors who could have direct contact with minors, regardless of whether such individuals are paid or unpaid.

15. **DISPUTE RESOLUTION.** If a dispute arises that is related, in any way, to this, the Parties agree to attempt first to resolve the dispute through negotiations. If negotiations are unsuccessful, the Parties agree to mediate the dispute prior to initiating legal action.
16. **CALIFORNIA LAW.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in West Contra Costa County, California.
17. **PROHIBITED ACTIVITIES.** Use of tobacco products, intoxicants, or narcotics is prohibited in or about the Party's Recreational Facilities. Profane language, quarreling, fighting, and/or gambling is also prohibited.
18. **WAIVER.** The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
19. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.
20. **AMENDMENTS.** Amendments to the terms and conditions of this Agreement shall be requested in writing by the Party desiring the revision, and any amendment to the Agreement shall only be effective upon the mutual agreement in writing of both Parties hereto.
21. **COUNTERPARTS.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
22. **CAPTIONS.** The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intentions of the Parties hereto.
23. **SEVERABILITY.** Should any provision of this Agreement be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.
24. **INCORPORATION OF RECITALS AND EXHIBITS.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

///

25. **APPROVAL.** The Parties agree that this Agreement shall not be binding on the Parties until the Agreement is approved by the District's Board of Education and the City Council.

IN WITNESS WHEREOF, this Agreement has been duly approved by Parties on the day and year hereinabove written.

APPROVED AS TO FORM:

CITY OF SAN PABLO
A municipal corporation

City Attorney

Signature

Matt Rodriguez
City Manager

**WEST CONTRA COSTA UNIFIED SCHOOL
DISTRICT**
A California public school district

Signature

Print Name
Superintendent

EXHIBIT "A"

DISTRICT RECREATIONAL FACILITIES

SCHOOL SITE	FACILITIES
Bayview Elementary School 3001-16 th Street	Multipurpose Room/Cafeteria Fields
Dover Elementary School 1871-21 st Street	Multipurpose Room/Cafeteria Fields
Downer Elementary School 1231 18 th Street	Gymnasium Multipurpose Room/Cafeteria Fields
Helms Middle School 2500 Road 20	Gymnasium Multipurpose Room/Cafeteria Fields
Lake Elementary School 2700 11 th Street	Multipurpose Room Fields
Riverside Elementary School 1300 Amador Street	Multipurpose Room/Cafeteria Fields

EXHIBIT "B"

CITY OF SAN PABLO RECREATIONAL SITES

CITY SITE	FACILITIES
Church Lane Senior Center 1943 Church Lane	Community Room Kitchen
Davis Park Multipurpose Room 1661 Folsom Avenue	Community Room Kitchen
Davis Park Senior Center 1661 Folsom Avenue	Community Room Kitchen
Davis Park Field	Outdoor Restrooms Concession Stand
El Portal Fields	2600 Moraga Rd
Maple Hall 13831 San Pablo Avenue	Community Room(Main Floor) Kitchen (Main Floor) Madeira Room (2 nd Floor) City Hall Courtyard
Wanlass Park 2999 21 st Street	Community Room

EXHIBIT "C"

DISTRICT USE RULES



**West Contra Costa Unified School District
Facility Use Office, Rm. 130
1108 Bissell Avenue
Richmond, CA 94801
(510) 231-1113 Fax (510) 231-1194**



Please fill in the Facility Use Application completely before submitting and return the form to the above address, please do not fax the application. The Facility Use Office must receive the application (10) ten days prior to proposed date(s) of use. The Facility Use Office is open Monday to Friday from 8:30 am to 4:30 pm except on School District Holidays.

The West Contra Costa Unified School District requests a Certificate of Insurance and a copy of the Policy Endorsement from your insurance carrier naming WCCUSD as additionally Insured and certificate holder. The WCCUSD name and address should appear on the Certificate of Insurance and the Additionally Insured Endorsement.

Insurance Limits are as follows:

Liability	\$1,000,000
General Aggregate	\$2,000,000
Personal Injury	\$1,000,000
Fire Damage	\$100,000
Medical Expense	\$5,000

Please remember to:

- Fill in the application completely - you may type directly on the form.
- Print form, sign and have school site administrator sign the application.
- Submit application with insurance certificate and endorsement 10 days prior to use.

If you have any questions concerning Facility Use, please call Cathy Hood at (510) 231-1113.

FACILITY USE POLICY

Authority - The district Facilities Scheduling Office has the sole authority to grant use of the school facilities at each school during after school hours. The Facilities Scheduling Office shall schedule and determine use fees for all school facilities used by community groups after school hours and during the summer on a permit basis. If a conflict in scheduling should arise, the Facilities Scheduling Office shall have the authority to reschedule or cancel a community group for any reason the office deems necessary. The Facilities Scheduling Office shall clear and coordinate the scheduled use in advance of issuing the permit with the principal of the school.

Priority - The schools will have first priority for use of school facilities. Public Agencies within the district will have second priority. Non-profit organizations within the district providing community recreation programming will have third priority. When school activities take preference over scheduled activities, a 10 days' notice must be given so that the cancelled groups can be rescheduled.

Permits - All users including school related groups must file a facilities use permit. All use permits must be applied for at the district Facilities Scheduling Office. Permits for advance-scheduled use, during the school year (July 1 st to June 30 th) applicants must reapply for new permits annually to continue using the facility. Classrooms will be closed to all community groups on school holidays, during Christmas and Easter vacations, and for the annual cleanup before the start of each school year. Permits for school related groups must be applied for through the Facilities Scheduling Office. The permit of any scheduled group may be revoked or renewed at the discretion of the school district.

Applications - A Facility Application available at the Facilities Scheduling Office, located at 1108 Bissell Avenue, Richmond, CA 94801, telephone 510 231-1113, must be submitted by the group representative 10 days prior to the proposed date of use. The representative making application must be 21 years old, he or another official of the group must be in attendance at the scheduled meeting, and must be responsible for the requested facility. When groups change officers, the new president or representative must come to the Facilities Scheduling Office to sign above the signature on the application and give the new address and telephone number. Cancellation of the scheduled use of any facilities must be made to the Facilities Scheduling Office at least 24 hours previous to the scheduled activity. When submitting an application, dates of use must be specified. No applications will be accepted with tentative dates.

Scheduling - The Facilities Scheduling Office shall have the sole authority to schedule the use of school facilities after school hours. Principals of the respective schools will try to furnish notice of regularly scheduled P.T.A. and other approved activities by June 30 for the following school year, or in the case of a single date, 10 days prior to the proposed use date. All other requests have second priority to the school facilities. The Facilities Scheduling Office shall have the right to substitute adequate facilities where personnel is on duty if such facilities are satisfactory for the intended use. Unnecessary and unreasonable cost to the district resulting from special or overtime assignments of personnel or by the use of unnecessarily large facilities shall be avoided.

Use of Equipment - School equipment may be used only when written permission has been obtained from the school principal or his delegate. Equipment owned by the P.T.A., Booster Clubs or School Groups, are not available for public use without permission of the P.T.A. Booster Clubs or School Groups in question. Restitution must be made for all lost or damaged equipment.

Facility Use Fees - All school facilities and equipment requested for use are subject to either a facilities use fee or rental fee as appropriate. The fee will be based on the category of use and cost to the district. The charge will cover the cost of the attending custodian, equipment (such as and not limited to use of chairs, tables, public address systems) and a small overhead fee for heat, lights, water, garbage, consumables, and use of bathroom facilities. Use of kitchen equipment will be a separate additional charge; a Food Service employee must be present while kitchen is in use. The use and/or rental fee will be based on an established rate sheet and will vary according to the size of the group, facilities, equipment being used, and duration of use.

Free Facility Use Requests - Eligible organizations providing community recreation programs may annually apply for free use of facilities. Eligible organizations are defined as public and non-profit organizations within the district that provide community recreation programs. Fees for community recreation are subject to review by the district. Only direct costs to provide the program may be charged by public and nonprofit organizations.

Annual Applications - Eligible organizations must submit a free use request on an annual basis to have the fees included in the district MRAD Budget. Annual applications are due by December 1 of each calendar year. Annual use schedules approved in the MRAD Budget will be effective from July 1 to June 30 of each year. Free use to eligible organizations may be denied after the December 1 deadline for applications unless there is adequate funding remaining in the MRAD Budget. (Ex. applications for 2010-11 School Year Use are due by April 1, 2009.)

Liability and Insurance - Each group shall be responsible for the physical condition in which they leave the facility. The group shall be charged the expense resulting from any damage to school property to the responsible organization if the damage was due to negligence or abuse. Failure of the organization to meet this obligation within two weeks of date of billing will be cause for cancellation of the organization's privileges and legal action will be taken. All the applicant groups shall provide both a certificate of general liability insurance and the insurance policy endorsement naming West Contra Costa Unified School District as additional insured and if applicable, a refundable security deposit to indemnify the district in case of negligent damage to district property for an amount to be determined by the school district. The certificate of insurance shall be written with limits providing for a minimum liability of one million dollars (\$1,000,000) each occurrence, general aggregate of two million dollars (\$2,000,000), one million dollars (\$1,000,000) personal liability, one hundred thousand dollars in fire/property

damage and five thousand (\$5,000) in medical expense. No application will be approved unless insurance requirements are met.

Time - Groups to whom permits have been issued must have a representative at the facility at the starting time indicated on the permit. If the group, as a whole, cannot arrive on time, the facility must be in order and vacated promptly by the time specified on the permit.

Fire Regulations - Fire regulations are to be observed at all times.

Alcohol, Narcotics and Weapons - Possession or use of alcoholic beverages, narcotics, or weapons on school property is illegal and prohibited.

Prohibited Activities - Activities or affairs which require heavy maintenance or crowd control, such as swap meetings, weddings, parties, dog shows, rock bands, etc. are prohibited.

Kitchen Use - For the purpose of heating water and making coffee only, the attending school custodian will make the kitchen available and supervise its use in elementary, junior and senior high schools. The group must furnish all its own equipment.

Catering - Kitchen facilities at secondary schools are not available for use by community groups and food cannot be prepared at the schools unless one or more district food service personnel are employed to supervise. A rental fee will be charged in addition to the facility use fee. In such cases, an additional \$250 refundable property damage deposit is required to cover possible damage or theft.

Gymnasiums - Gymnasiums may not be used for dances. The serving of refreshments is prohibited in the gymnasiums.

Facilities Set-Up - It is to be stated on the application form what set up is required for the facility (i.e., "floor clear, 50 chairs set up around the walls, 3 tables available but not set up," etc.).

Due Dates for Fees - All monies for facility use, rental, custodial fees, etc., must be in the Facilities Scheduling Office at least 10 days before the scheduled time for use.

Telephone Use - Use of the school telephones by any community group is prohibited except in the case of an emergency (such as police, fire, ambulance, etc.).

Cancellation and Refunds - Groups desiring to cancel a prescheduled use of a facility must officially notify the Facilities Scheduling Office no less than 48 hours prior to the scheduled use. Cancellation notices giving less than the minimum of 48 hours prior notice will result in a forfeiture of all prepaid charges except for any property damage deposit on equipment use.

Security Services - The requesting group, where necessary, shall pay for the cost of security officers. Security services will be required as determined by the district.

Smoking - Smoking is prohibited in school buildings and on the school premises.

In case of an Emergency call Police Services at 510-232-3473

7/09 C. Hood Form 001



West Contra Costa Unified School District

1108 Bissell Avenue Room 130

Richmond, CA 94801-3135

Phone (510) 231-1113

Application for Use of School Property

No. _____

Not valid permit without Permit No.
and signed by Facility Use Office

Name of Organization		Name of Authorized Agent		Today's Date	
Home or Business Address		City	Zip	Home Phone	Work Phone
Title or Office of Person Authorized to Apply					

HEREBY MAKES APPLICATION FOR THE USE OF THE FOLLOWING:

School				Room/Grounds			
For: (Education-Social-Athletic-etc.)				Purpose: (Class-Dance-Dinner (Potluck/catered, etc))			
Day	Month	Date(s)	Time	Day	Month	Date(s)	Time
			To				To
			To				To
			To				To
Access to Community Kitchen		<input type="checkbox"/>	Access to Cafeteria Kitchen		<input type="checkbox"/>	Food Service Worker required for use of Cafeteria Kitchen	
						Food Service Hours To	

APPLICATIONS NEED TO BE SUBMITTED TO FACILITY USE 10 DAYS PRIOR TO THE INTENDED DATE(S) OF USE. PLEASE ANSWER THE FOLLOWING QUESTIONS.

1) Estimated Attendance _____ Age Group _____	4) Will an admission fee be charged? Yes <input type="checkbox"/> No <input type="checkbox"/>
2) Will this meeting be open to the public? Yes <input type="checkbox"/> No <input type="checkbox"/>	5) Are any support services requested? (List in box below) Yes <input type="checkbox"/> No <input type="checkbox"/>
3) Are contribution, dues, registration fees, or other duties being charged? Yes <input type="checkbox"/> No <input type="checkbox"/> If so, use of proceeds are for: _____	

Please Complete the Indemnity Clause below

_____ shall defend, indemnify and hold the West Contra Costa Unified School District, its officers, employees and agents harmless from any, against any and all liability, loss expense (including reasonable attorney's fees), or claims for injury of damages arising out of or related to any activity or conduct of the permit holder, its agents, servants or employees.

The _____ agrees to provide the West Contra Costa Unified School District with a Certificate of Liability Insurance and Endorsement naming West Contra Costa Unified School District as an additional named insured. The minimum general liability limits of insurance on the certificate shall be 1 million dollars per occurrence with an aggregate limited no less than 2 million dollars for the policy period.

I, the undersigned, hereby certify that I will be personally responsible on behalf of the organization for any damage sustained by the school building furniture or equipment, occurring through the occupancy or use of same by the organization.

I hereby certify that I have read the attached applicable Rules and Regulations of the Governing Board of the West Contra Costa Unified School District and agree that the permit holder, as well as I personally, will abide by all rules, regulations and conditions set forth therein and will conform to all applicable provisions of the laws of California and to all Rules and Regulations of the Board of Education.

Signature of Applicant _____ Date _____ Site Administrator confirming space availability _____ Date _____

Office Use Only - Do Not Write Below This Line

Insurance and Additionally Insured Endorsement has been furnished: Yes ☐ No ☐

Work Order Numbers: _____

Request	Open	Close	Notes
Custodian			
Food Service			
Grounds			
DPOS			
OT Approved Yes <input type="checkbox"/> No <input type="checkbox"/>			Restrooms Unlocked Yes <input type="checkbox"/> No <input type="checkbox"/>
Facility Use Approved by: (Not valid without Signature)			Date

7/09 C.Hood PERMIT REQUIRED TO BE IN THE POSSESSION BY GROUP AT ALL TIMES WHILE ON SCHOOL GROUNDS - 2 BUSINESS DAYS NEEDED FOR CANCELLATION Form 001
IN CASE OF AN EMERGENCY AFTER HOURS OR ON THE WEEKEND PLEASE CALL 510 232-3473

EXHIBIT "D"
CITY USE RULES

City of San Pablo

Public Facility and Field Rental Policies and Fees

Revised - July 2, 2007

Approved per Resolution 2007-086



CITY^{OF} SAN PABLO

City of New Directions

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INTRODUCTION

The City of San Pablo operates indoor facilities that are available for public use. The facilities include Maple Hall, San Pablo Senior Center, Davis Park Senior Center, Davis Park Multi-Purpose Building, Blume House and Adobe Museum. In addition, the city also manages a concession stand and field rentals at Davis Park and the El Portal Youth Soccer Field on Moraga Road.

The City Council of the City has approved the following Rental Policies of San Pablo on October 26, 1999, to outline the conditions of use. These rules govern all facilities.

RESERVATIONS

Requests will only be accepted with a completed application, booking fee and appropriate deposits. Applicants must be at least 21 years of age. All arrangements will be made only with the original applicant or designated alternate in advance. Fees are reviewed every year and may change based upon use experience.

Applicants may arrange to see a facility by calling and making an appointment with available staff at (510) 215-3092. Reservations are based upon space availability. The reserved rental hours must be consecutive and include all set-up and clean-up time. The reservation hours will be strictly enforced. Payment for any unused portion of time cannot be refunded.

Setup of tables and chairs are included in the hourly rental fee if a written floor plan is provided to staff 2 weeks prior to the event. The facility will not be opened prior to the reserved time and items may not be stored before or after any rental activity.

The Building Attendant will check the condition of the facility with the applicant before and after the event to determine if any additional charges for damage, cleaning or overtime use will apply. Additional charges may be imposed for damages or clean-up not identified until after the applicant has left the facility.

The Building Attendant and/or contracted security staff may take any action necessary to enforce regulations and prevent destruction or abuse of a facility. The San Pablo Police Department may include routine checks during events and may check for alcohol service and/or music permits.

The applicant is solely responsible for any incident, accident or injury to persons or property resulting from use of a city facility. The applicant is responsible for being aware of and understanding all rules and regulations governing the facilities.

Official activities of the City of San Pablo have priority. Any previous rental agreement may be canceled to accommodate official City activities. In this case, every attempt will be made to notify the applicant in a reasonable amount of time.

RENTAL CATEGORIES
CITY CO-SPONSORED ORGANIZATIONS

Application for this status must be submitted in writing 60 days before the event date to the rental supervisor. This designation concludes that the City is a partner or associate of the event. If it is in the best interest of the City, the City Council may approve a discount of the base rental fee. However, the applicant will be responsible for all other associated costs. Consideration for this designation must be submitted in writing with every reservation.

Individuals and organizations in this category may not rent city facilities for the same or similar purpose more frequently than once every three months.

NON-PROFIT ORGANIZATION

An organization in this category must be formally recognized as a Non-Profit through the Cumulative List of Organizations Publication #78, Department of Treasury, or provide written disclosure of the reason for exclusion. This designation must also be approved by the City of San Pablo.

Personal and social occasions will not be recognized by the City of San Pablo under the Non-Profit status. Examples of personal and social events may include but is not limited to birthday celebrations, holiday parties, employee recognition, and anniversary and retirement events. Non-Profit activities are generally open to the public, publicized in the local news media sources, and serve to benefit the community as a whole.

All funds raised by these events must be used for a non-profit purpose and the City reserves the right to request supporting documentation. The City may also ask for documentation of required advertising.

PRIVATE RENTAL

This designation includes most all private events. Examples include but are not limited to banquets, musical revues, weddings, anniversary parties, employee recognition occasions, holiday parties and general business meetings not otherwise categorized.

GOVERNMENT RENTAL

This category is open to rentals from various government agencies requesting the use of facilities for community and professional meetings and/or workshops. This designation must be approved by the City of San Pablo.

Personal and social occasions will not be recognized by the City of San Pablo under the Government status. Examples of personal and social events may include but is not limited to birthday celebrations, holiday parties, employee recognition, and anniversary

and retirement events. Government activities are generally publicized in the local news media sources, and serve to benefit the community as a whole.

SAN PABLO NON-PROFIT AND PUBLIC SCHOOLS

Non-Profit organizations that are located within the City of San Pablo and City of San Pablo schools are eligible for rentals under this category. This designation must be approved by the City of San Pablo.

Personal and social occasions will not be recognized by the City of San Pablo under the Non-Profit status. Examples of personal and social events may include but is not limited to birthday celebrations, holiday parties, employee recognition, and anniversary and retirement events. Non-Profit activities are generally open to the public, publicized in the local news media sources, and serve to benefit the community as a whole. Social occasions will be considered with public school rentals.

DISQUALIFYING FACTORS

- Facility use is considered contrary to the City's best interest.
- Advocacy to overthrow the Federal, State, or Local Government.
- Misrepresentation of rental information.
- Previously caused or allowed damage to City property.
- History of hostile or violent behavior.
- Past conduct has resulted in police or fire department response.
- If number of rentals exceed policy allowance of no more than once every three months.

RESERVATION PROCESS

1. Applicants are accepted up to one year in advance. Full deposits must accompany rental application to secure a reservation and remaining fees paid at least forty-five (45) days before the event date. Music and alcohol related events require endorsement by the San Pablo Police Department before the rental contract is valid (see Alcohol and Special Events on next page).
2. The applicant must provide a form of identification (i.e., California driver license or photo identification card).
3. The City will not be held responsible for cancellation of an event due to the applicant's failure to pay fees on time, obtain required approvals, permits, security guards or building attendants. Additionally, it is the applicant's responsibility to:
 - Submit a deposit with rental application.
 - Ensure that required security staff is present at all times during the event.
 - Distribute alcoholic beverages within legal guidelines.
 - Protect the premises from damage or abuse.
 - Comply with requests by building attendants, police department staff and security officers during the event.

4. Fill out the attached pre-application questionnaire to determine availability and fees or submit a completed Rental Application (available at the address below) with the full deposit to begin the reservation process. You are invited to set up an appointment with a facility coordinator at (510) 215-3092, to discuss your event or view a facility.
Maple Hall
Attn: Facility Rental Coordinator
13831 San Pablo Avenue, Building #4
San Pablo, CA. 94806
5. Upon approval, the applicant will receive confirmation of the event date, additional requirements, and a due date for payment of outstanding fees.
6. Rental fees, if paid by check, must be received no less the forty-five (45) working days before your event or the event will be canceled and appropriate cancellation fees charged to the applicant. If fees have been specifically approved for payment less than forty five (45) days prior to the event, payment must be paid by cash or money order.
7. If your check is returned by your bank as unpaid, your reservation will be canceled and appropriate cancellation fees charged to the applicant. All fees collected will be forfeited. The City of San Pablo will use all legal avenues to collect on returned check to the full extent of the law.
8. The Alvarado Square Marquee, located in a position to be visible from San Pablo Avenue, is available only for City and City sponsored public service announcements.
9. Other than City or City co-sponsored events, no individual or organization may rent city facilities for the same or similar purpose more frequently than once every three (3) months.
10. Public Liability/Property Damage Insurance is required and the City of San Pablo must be named as co-insured to the limits required by the City.

ALCOHOL AND SPECIAL EVENT APPLICATION AND REGULATIONS

Application: An event providing music and/or alcohol must meet all legal requirements, be endorsed by the San Pablo Police Department and are subject to additional fees. Without approval the event will not open. The applicant must submit a letter of request and a copy of the Rental Application noting payment of deposits to:

CITY OF SAN PABLO
Chief of Police
13880 San Pablo Avenue
San Pablo, CA. 94806

Alcohol Sales: Only formally recognized Non-Profit Organizations meeting all legal requirements may sell alcohol at any event. After approval of the Rental Application by the Police Department, these events also require a one-day special license. The license is issued by the State of California and may be obtained by applying the Alcoholic Control Board at:

DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL
7677 Oakport St., Suite 1020
Oakland, CA. 94621
(510) 639-0628

The applicant must submit the one-day special license to sell alcohol to the rental facility coordinator 21 days prior to the event to avoid cancellation. The license and supplemental diagram must be clearly displayed at the event. If the permit is not displayed, the City may close the event at any time.

LEGAL REQUIREMENTS/RULES/SECURITY CHECK

- Alcohol may not be sold or consumed at an officially designated youth event or generally known by nature of the event to include a significant number of under-aged attendees.
- Only adults (21 years and older) may consume alcoholic beverages on the premises.
- Only adults (21 years and older) may be served alcohol.
- Only adults (21 years and older) may serve alcohol.
- Alcohol may be served for five hours only. Alcohol service and music must end at 11:00 p.m. and all events must close no later than midnight. When available, the San Pablo Police Department will provide security checks during music and/or alcohol events.
- Only non-profit organizations may sell alcohol. A liquor license must be obtained if:
 1. The admission price includes any alcoholic beverage.
 2. Tickets are sold to be redeemed for alcoholic beverage.
 3. Donations for the bar are required.
 4. One security guard is required for every 75 persons if there is alcohol served.

DEPOSITS

Each facility has its own deposit fee schedule. Damage and cleaning deposits must accompany the rental application. When the reservation is approved, the damage deposit will reserve your rental date until all fees are paid forty-five days prior to the event. Deductions from the damage deposit and/or additional billing may be incurred for the following reasons:

- If the time exceeds prepaid hours in the rental agreement.

- Additional cleanup and/or repair of the city property and equipment following the event.
- Due to misrepresentation of rental agreement information.
- If kitchen drains are not cleaned. There is a fee of \$100 per drain.
- If a city business license fee is not paid by a caterer, vendor, etc. hired by applicant for the event.
- Costs involved with Police response or additional city staff response.
- Table and/or chair retrieval or replacement.
- The entire damage deposit will be forfeited if the applicant fails to cancel the event within thirty (30) days prior to the event.

ALCOHOL FEE

If service of alcohol is proposed, a separate payment fee is required. Other information or requirements and this category are provided under Security Requirements and Costs on page 18.

BASE RENTAL FEES

This fee applies to the hourly rental rate of each facility. The base rental fee includes the set-up of tables and chairs inside the facility if a diagram is presented with the Rental Application.

Payment of the base rental fee is due at least forty-five (45) days prior to the reservation date. If payment is not received, the applicant will be notified of the cancellation of the event and will forfeit 50% of paid deposits.

BUILDING ATTENDANT FEE

Attendance of one city staff person is required for each seventy-five attendees for each hour of any event. The Building Attendant will answer operational questions and provide oversight of city property. Staff is not available for serving, waiting tables, cooking, and cleaning or security services.

PLAZA AND COMMON AREAS

The Plaza in Alvarado Square is available for rent from May through September only, for an additional fee. However, the use of the Plaza cannot be used to expand the capacity of the Alvarado Room or any other room at Maple Hall. Tables are not allowed in the Plaza for private rentals but chairs may be set up for an additional fee, if a diagram is provided with the Rental Application.

The landscaping in the Plaza has been the effort of many clubs and agencies, as well as City staff. Please do not allow guests to run through the landscaped areas. Remain on walkways. Do not pick flowers or try to take cuttings from the plants. Do not pour

alcoholic beverages or other food products on the plants. Unauthorized use of the Plaza will result in forfeiture of deposits and/or an additional fee.

The renter assumes the responsibility of cleaning the Plaza when the Plaza is used during the rental. This responsibility includes removing all trash, garbage, and decorations. The renter also assumes responsibility for any damage to the Plaza, including landscaping.

SECURITY REQUIREMENTS AND COST

All music and alcohol rental applications are reviewed by the San Pablo Police Department and are subject to security service requirements.

- The applicant is responsible for the cost of one security officer from a City approved private security firm for every seventy five (75) attendees at an alcohol related event. The hourly rate is set by the firm and is not negotiated by the City of San Pablo.
- A paid invoice for the contracted service must be presented to the rental coordinator 45 days prior to the event to avoid cancellation fees.

CATERERS, EXHIBITORS AND OTHER VENDORS

Any person, group or business providing service at a City facility must have a current San Pablo Business License. This includes caterers, bands, disc jockeys, florists, exhibitors, etc.

In addition, caterers must have a valid health permit. The applicant is responsible for ensuring that vendors have current licenses.

You may be asked for a copy of your vendor's license and permit prior to the event. Applicable license fees may be deducted from your damage deposit if licenses are not obtained prior to the event. The renter is responsible for any damage to city property caused by caterers and other vendors.

CERTIFICATE OF INSURANCE REQUIREMENTS AND FEE

- Applicants are required to submit a certificate of insurance naming the City of San Pablo as additional insured forty-five (45) days prior to the event for rental of each facility.

Insurance may be purchased through the City of San Pablo. Premiums are based on the type of event and number of participants. Insurance rates are subject to increase based upon current billing rates of the insurance carrier and type of event.

TRANSFERS/CHANGES FEE

- If the applicant wishes to change a date, facility or responsible party, a \$20.00 transfer/change fee may be assessed.

A new application must be submitted identifying the new rental activity date, rental facility and/or applicant. Rental information changes such as reservation date; time, location and special equipments rentals must be made in person or in writing by the original applicant.

ADVERTISING

Advertising, solicitations, or sales pertaining to an activity held in a city facility require Advance approval from the Recreation Division Manager prior any printing or distribution of materials.

LATE BOOKING FEE

- The City does not generally accept reservation less than forty-five (45) days in advance.
- Occasionally, the city may allow a reservation to be booked less than forty-five (45) days in advance. This can occur if staff and the facility are available and the event meets security regulations. Late bookings may be accepted only at the discretion of the Recreation Division Manager. A late booking will incur a substantial non-refundable fee and may not be applied to other applicable rental fees.

CANCELLATION/REFUNDS

- Cancellations will only be accepted by the original applicant in writing or in person. Booking fees will not be refunded. Additional, 50% of the base rental fees will be withheld for cancellation notices 30-45 days before the event and 100% of the base rental fees will be withheld for cancellation notices less the 30 days before the event.

STORAGE SPACE

Storage space is not available before or after the rental date. Lost and found items must be claimed within 10 working days after the event.

SET-UP AND DECORATIONS

Set-up must be completed during consecutive rental hours. Rental of chairs and tables are included in the base rental fee and will be set up by city staff during rental hours. Set-up and decoration plans must be submitted with the rental application and must be approved by the rental coordinator. The tables and chairs will be set up as close to the plan as possible. Alteration of the plan before or during the event will incur additional fees.

- Cellophane tape, tack, nails, screws, staples or other objects that may damage the walls or other City property are not allowed and the renter will be charged for the repairs.
- Masking tape is permitted. Please remove all pieces from the building, equipment, etc.
- Do not decorate windows, light fixtures or painted surfaces. No helium balloons are permitted in the building. The City's security system will be activated if balloons float in the area where the sensors are located.
- Throwing rice, confetti, birdseed or other materials is not permitted.

CLEAN-UP/DAMAGE DEPOSIT REFUNDS

Clean-up must be completed during consecutive rental hours. The applicant must ensure that the inside and outside of the facility are clear of all trash, food and beverage spills and personal belongings by the end of a rental period. Tables, chairs, bar areas and other equipment must be cleaned and all decorative materials removed. Garbage must be collected and placed in the trash receptacles outside each facility. The restrooms and parking lot must be clean. The applicant is responsible for ensuring that guests are not allowed to enter landscaped planter areas or damage City property. Forfeiture, deposit, or additional fees may be imposed for unauthorized use of the Plaza or furniture.

An evaluation sheet will be completed with the applicant by the Building Attendant to document any problems, unusual activity, or damage to the facility. The evaluation will be reviewed by the Recreation Division and the Building will be inspected by Public Works staff the following workday before processing any refund. It will be the final decision of the Recreation Manager and Public Works Division Manager that would determine any reduction in the refund based on their review of the damage. In some cases, the Building Attendant will take photographs of damage for staff to review.

If the applicant and their party appear, at the end of the function, to become belligerent, too inebriated, or generally incapable of fulfilling their Clean-Up to obtain their refund, the Building Attendant will clean the building with a cleaning crew the following day at the renter's expense.

ADDITIONAL CLEAN-UP FEES AND BILLING RATE

City staff hourly rate for cleaning or repairs following an event is \$35 per hour. If the city contracts cleaning or repairs to an independent vendor, the actual amount and a \$35 processing fee will be applied. The fee for these services will be deducted from the damage deposit or in the event of an insufficient deposit balance; the applicant will receive an invoice.

DISORDERLY CONDUCT

If applicant or members of the applicant's event in any way threaten or become aggressive with staff, the event will be immediately stopped and the Center will be cleared by the Building Attendant, Security Guards and Police Officers. Applicants will not be reimbursed for the hours not used and the deposit will be used for clean-up. San Pablo Police will be contracted and if verbal threats were issued or physical force on any City staff person, the City will press charges on the perpetrator to the fullest extent of the law.

YOUTH EVENTS

Activities attended by minors must have one adult chaperone (25 years or older) for every 10 youth seven years of age and under during the entire activity. Events WILL NOT begin without the required number of chaperones present.

PARKING

Parking is not allowed behind Maple Hall. This area is assigned to City vehicles.

SMOKING

Smoking in City owned facilities is in violation of San Pablo Municipal Code Chapter 8.36, and will result in forfeiture of deposit and/or applicable cleaning and damage fees.

MISREPRESENTATION

Rental fee loss due to misrepresentation of information is the responsibility of the Applicant and will be applied to the deposit or may be invoiced at a later date. Examples include but are not limited to:

- Failure to disclose the true nature of activity or sponsor
- Exceeding the reported number of guests or capacity of the facility
- Failure to report service or sale of alcohol
- Failure to disclose the age group of participants

USE OF THE DAVIS PARK CONCESSION STAND: ONE DAY/HOURLY LICENSES

Applicants for one day/hourly concession stand License must sign an agreement issued by the City stating policies and procedures for renting the concession stand.

Applicants may only apply for a one day/hourly Concession Stand License three times per year. Applicants needing more days/hours must make their request before the City Council to reserve the long term use of the Concession Stand.

Upon signing an Agreement for the use of Davis Park Concession Stand, the Renter must deposit \$500 with the City as a Damage Deposit. The Damage Deposit will be held by the City without obligation or liability for the payment of interest as security for the performance by the Renter of all of the terms of the Agreement. Should the Renter be in default under any provision of the Agreement, the City may, appropriate the Damage Deposit and apply it to the payment of license fees or for any loss or damage to the Concession stand or any other loss or damage sustained by the City due to the fault of the Renter. Within ten (10) days after the expiration or termination of the license, the City shall return any inappropriate balance of the Damage Deposit to the Renter, unless repairs to the Concession Stand are required, in which case, the City shall return any unappropriated balance of the Damage Deposit within thirty (30) days of the expiration or termination of this license.

USE OF THE ATHLETIC FIELDS AT DAVIS PARK AND THE SAN PABLO YOUTH SOCCER FIELD AT EL PORTAL FIELD

- 1) Anyone desiring to use a field must obtain a permit through the Recreation Division Office. You must apply in person at Maple Hall Community Center between the hours of 2:00-6:00pm Monday-Friday. No phone reservations will be taken.
- 2) You may apply for two practice times, per team, per week, up to two weeks in advance if field space is still available
- 3) Weekday permits for the El Portal Soccer Field is 3:30-8:00pm depending on field availability (San Pablo United Soccer Association uses the field in both the spring and the fall). Weekday permit times are 3:30-5:00pm, 5:00-6:30pm, 6:30-8:00pm. Weekend permits times for the El Portal Soccer Field are 8:00-10:00am, 10:00am-12:00pm, 12:00-2:00pm, 2:00-4:00pm, 4:00-6:00pm, and 6:00-8:00pm.
- 4) Weekday permits for the Davis Park Ball Fields are 3:30-8:00pm depending on field availability (San Pablo Baseball, Inc. used the field in the spring and summer). Weekday permit times are 3:30-5:00pm, 5:00-6:30pm, 6:30-8:00pm. Weekend permits times for the Davis Park Ball Field are 8:00-10:00am, 10:00-12:00pm, 12:00-2:00pm, 2:00-4:00pm, 4:00-6:00pm, and 6:00-8:00pm.
- 5) Group field assignments will be given to league representatives, and they in turn assign practice and game times to their coaches. League representatives should contact the Recreation Division Office as far in advance a possible regarding reservation of fields.
- 6) When requesting the use of athletic fields for league games, league sponsored practice, and tournaments, fill out a City of San Pablo Athletic Field use Application Form and submit it to the Recreation Division Office at Maple Hall. You must include in writing your dates, times and any other pertinent information

for each facility requested. A copy of your game schedule must also be submitted prior to the start of league play.

- 7) Field Maintenance (drag, water and line) is not available.
- 8) Equipment is not available.
- 9) A security deposit is required for tournaments or other special activities. No deposit is required for normal league or practice use.
- 10) No alcoholic beverages may be served or consumed at the athletic fields.
- 11) Additional charges may result from overtime, damage, or additional services as required by the City or other involved agencies.
- 12) No food or beverages may be offered for sale unless the Concession stand is rented to the league.
- 13) Special insurance coverage may be required for some events, i.e.) Opening day carnival and parade.
- 14) A credit will be issued if field is not used due to rain. No credit if not used due to hot weather. No transfer of usage dates. NO REFUNDS.
- 15) Electrical power hook up is \$10.00 per circuit per day.

MUSEUM AND GARDEN

1. Rental of the gardens next to the Blume House (behind the Alvarado Adobe) is available only on Saturdays. There are no lights; so clean-up must be completed before dark.
2. Amplified music is not allowed.
3. Maximum occupancy in the Garden is eighty (80) people. Chairs and tables are included in the rental price.
4. The museums can be opened for guests for an additional charge.

The nearest kitchen and restroom facilities are located in Maple Hall and priority will be given to groups renting Maple Hall.

FAILURE TO ADHERE TO THE PROVISIONS OF THE RENTAL AGREEMENT MAY RESULT IN TERMINATION OF YOUR EVENT. DEPOSIT FEES RELATED TO ADDITIONAL CLEAN-UP AND/OR THE REQUIREMENT OF EMERGENCY SERVICES RESPONSE MAY ALSO BE FORFEITED.

Facility Pre-Application Questionnaire

FACILITY NAME: _____ PROPOSED DATE: _____

Name of applicant: _____ Address: _____

City: _____ State: _____ Zip: _____

Type of activity: _____ Is there an admission charge? _____

If applying for a non-profit status, how will these funds be used? _____

Expected attendance: Adults _____ Teens _____ Children _____ Chaperones _____

Is the person being honored a minor? _____ your relationship? _____

Caterer: yes _____ no _____

Name: _____ Business license with the City of San Pablo? _____

Disc jockey: yes _____ no _____

Name: _____ Business license with the City of San Pablo? _____

Band: yes _____ no _____

Name: _____ Business license with the City of San Pablo? _____

Florist: _____ Business license with the City of San Pablo? _____

Name: _____ Business license with the City of San Pablo? _____

Name: _____ Business license with the City of San Pablo? _____

Do you need tables and/or chairs? Yes _____ no _____ If so, please designate:

Banquet seating: yes _____ no _____ quantity of tables _____ chairs _____

Buffet serving: yes _____ no _____ quantity of tables _____ head table _____

Chairs around walls: yes _____ no _____ quantity _____

Other, please explain: _____

Mail completed form to: Maple Hall, Attn: Facility Rentals Bldg. #4, 13831 San Pablo Ave., San Pablo, CA. 94806

Maple Hall Rental Fees

	Private	Non-Profit	Government	San Pablo Non-Profit and Public Schools	All
Base hourly rate (minimum 3 hours)	\$160/hr	\$100/hr	\$100/hr.	\$50/hr.	
Unscheduled time (1 hour minimum charge)					\$180/hr
Damage/cleaning deposit					\$500
Plaza deposit					\$350
Dance deposit					\$700
Alcoholic beverage fee					\$50
P. A. System					\$75
Dish rental					\$100
Center Pieces					\$10 ea.
Table Clothes					\$12 ea.
Napkins					\$2 ea.
Outside set-up					\$3/table \$1/chair
Required building attendants (1 per each 75 attendees)					\$20/hr
Liability insurance	\$127/up – Event and attendance determines rate				

Security staff is required for alcohol and music related events at one security officer per each 50 people in Attendance. City staff will contract with a Security Company with the approval of the Police Department. Events selling alcoholic beverages are subject to application approval and liability insurance premiums.

Madeira Room Rental Fees

	Private	Non-Profit	Government	San Pablo Non-Profit and Public Schools	All
Base hourly rate (minimum 3 hours)	\$75/hr	\$50/hr	\$30/hr.	\$30/hr.	
Unscheduled time (1 hour minimum charge)					\$90/hr.
Damage/cleaning deposit					\$500
Alcoholic beverage fee					\$50
Dish rental					\$100
Center Pieces					\$10 ea.
Table Clothes					\$12 ea.
Napkins					\$2 ea.
Required building attendants (1 per each 75 attendees)					\$20/hr
Liability insurance	\$127/up – Event and attendance determines rate				

Security staff is required for alcohol and music related events at one security officer per each 50 people in Attendance. City staff will contract with a Security Company with the approval of the Police Department. Events selling alcoholic beverages are subject to application approval and liability insurance premiums.

San Pablo Senior Center Rental Fees

	Non-profit	Private	Both
Base hourly rate (minimum 3 hours)	\$60/hr	\$90/hr	
Unscheduled time (1 hour minimum charge)			\$90/hr
Damage/cleaning deposit			\$500
Alcoholic beverage fee			\$50
Required building attendants (1 per each 75 attendees)			\$20/hr
P. A. System			\$75
Liability insurance	\$127/up – Event and attendance determines the rate		

Security staff is required for alcohol and music related events at one security officer per each 50 people in Attendance. City staff will contract with a Security Company with the approval of the Police Department. Events selling alcoholic beverages are subject to application approval and liability insurance premiums.

Blume House Museum Garden Rental Fees

	Non- Profit	Private	Both
Base hourly rate (minimum 3 hours)	\$50/hr	\$75/hr	
Museum use			\$50/rental
Kitchen use			\$30/rental
Unscheduled time (1 hour minimum charge)			\$95/hr
Damage/cleaning deposit			\$500
Alcoholic beverage fee			\$50
Liability insurance	\$127/up – event and attendance determines the rate		

Security staff is required for alcohol and music related events at one security officer per each 75 people in Attendance. City staff will contract with a Security Company with the approval of the Police Department. Events selling alcoholic beverages are subject to application approval and liability insurance premiums.

Davis Park Senior Center Rental Fees

	Non-Profit	Private	Both
Base hourly rate (minimum 3 hours)	\$20/hr	\$30/hr	
Unscheduled time (1 hour minimum charge)			\$40/hr
No Alcohol served in this facility			
Damage/cleaning deposit			\$500
Liability insurance	\$127/up – event and attendance determines the rate		

Security staff is required for each 50 people in attendance. City staff will contract with a Security Company with the approval of the San Pablo Police Department. No alcohol may be served in this building.

Davis Park Multi-Use Building Rental Fees

	Non-Profit	Private	Both
Base hourly rate	\$50/hr	\$75/hr	
Unscheduled time (1 hour minimum charge)			\$90/hr
Damage/cleaning deposit			\$500
P. A. System			\$75
Liability insurance	\$127/up – events and attendance determines the rate		

Security staff is required each 50 people in attendance. City staff will contract with a Security Company with the approval of the San Pablo Police Department. No alcohol may be served in this building.

Wanlass Park Environmental Education Center Rental Fees

	Private	Non-Profit	Government	San Pablo Non-Profit and Public Schools	All
Base hourly rate (minimum 3 hours)	\$90/hr	\$60/hr	\$60/hr.	\$50/hr.	
Unscheduled time (1 hour minimum charge)					\$90/hr.
Damage/cleaning deposit					\$500
Alcoholic beverage fee					\$50
Required building attendants (1 per each 75 attendees)					\$20/hr
Liability insurance	\$127/up – Event and attendance determines rate				

Security staff is required for alcohol and music related events at one security officer per each 50 people in Attendance. City staff will contract with a Security Company with the approval of the Police Department. Events selling alcoholic beverages are subject to application approval and liability insurance premiums.

Davis Park Field Rental Fees

Rental Fees		All permits require assigned city staff
\$10/hr	Only when city staff is normally on duty. Includes field, bases and restrooms	
\$20/hr	When city staff is not on duty. Includes staff, field, bases and restrooms	
\$30/hr	When city staff is not on duty. Includes night light, staff, field, bases and restrooms	
Field preparation		
\$35/hr	One field, once a day	
\$45/hr	One field, twice a day	
\$45/hr	Two fields, once a day	
\$70/hr	Two fields, twice a day	

I have read and understand the City of San Pablo policies and fees manual for rentals.

Signature _____

Date _____

EXHIBIT "E"

INSURANCE

Each Party, at its sole cost and expense, shall procure and maintain for the duration of this Agreement Insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services or use of the Recreational Facilities hereunder by the Parties, their agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage described in Insurance Services Office Form Number GL 0002 (Ed. 01/96) covering Commercial General Liability together with Insurance Services Office Form Number GL 0404 covering Broad Form Comprehensive General Liability; or that described in Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001 (Ed. 01/96), including X.C.U. (Explosion, Collapse and Underground) coverages.
2. The coverage described in Insurance Services Office Form Number CA 0001 (Ed. 12/93) covering Automobile Liability, Code 1 "any auto", or Code 2 "owned autos" and Endorsement CA 0025. Coverage shall also include Code 8 "hired autos" and Code 9 "non-owned autos"; and
3. Workers' Compensation Insurance as required by the California Labor Code and Employers Liability Insurance; and

B. Minimum Limits of Insurance

Each Party shall maintain limits no less than:

1. Commercial General Liability: \$3,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and
3. Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the California Labor and Employers Liability limits of \$1,000,000 per accident.
4. Builder's Risk: Completed value of the project. No deductible shall exceed \$100,000.

C. Deductibles and Self-Insured Retentions

Any Party's deductibles or self-insured retentions must be declared, and approved by the other Party's Risk Manager.

D. **Other Insurance Provisions**

Each policy shall contain, or be endorsed to contain, the following provisions:

1. **Commercial General Liability and Automobile Liability Coverages**

a. The other Party, its officers, employees, agents and contractors are to be covered as additional insureds. Coverages shall contain no special limitations on the scope of protection afforded to the other Party, its officers, employees, agents and contractors.

b. Any failure to comply with reporting provisions of the policies by either Party shall not affect coverage provided to the other Party, its officers, employees, agents, or contractors.

c. Each policy shall state that the policy shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. **All Coverages**

Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits except after thirty (30) days' prior written notice has been given to the other Party.

E. **Acceptability of Insurers**

Insurance is to be placed with insurers acceptable to the other Party.

F. **Verification of Coverage**

Each Party shall furnish the other Party with certificates of insurance and with original endorsements affecting coverage required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be mailed to the following address or any subsequent address as may be directed in by each PARTY:

CITY OF SAN PABLO
Risk Manager

WEST CONTRA COSTA UNIFIED SCHOOL
DISTRICT

EXHIBIT "F"
Annual Recreational Facility Schedule

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: April 24, 2013

From: Steve Collins
SELPA Director

Agenda Item: CI C.17

Subject: Three (3) year Cooperative Contract between State of California, Department of Rehabilitation (DOR) and West Contra Costa Unified School District

Background Information:

This Cooperative Contract is designed to jointly serve the mutual clients of the Department of Rehabilitation (DOR) Greater East Bay District and the West Contra Costa Unified School District through the combining of resources. Students with the most severe disabilities will be referred between their junior and senior year in high school. The intent of these services is to prepare and assist the individual(s) served to obtain and maintain meaningful employment. The partnership provides the following services:

- Intake – Employment Specialists complete DOR Service Application packets and collaborate with student/DOR clients and DOR Counselors to develop Individual Plans for Employment.
- Vocational Evaluation - Employment Specialists provide vocational evaluations to identify student/DOR client interests and skill sets.
- Employment Preparation – Employment Specialists provide job seeking skills training and preparation, either individually or in a group setting to student/DOR clients prior to entering into a specific job search.
- Job Development and Placement – Employment Specialists assist job ready student/DOR clients, both in school and out of school, to obtain employment by identifying specific job openings, assisting in placing the student/ DOR clients in the job, orienting the student/DOR clients to the job, and identify specific ongoing support and resource needs.
- Employment Retention – Continued support provided upon student/DOR client employment.
- Non-Supported Employment Job Coaching – The Job Coach provides individual student/DOR client assistance and support, on or off the job, in activities that are employment related and needed to promote job adjustment and retention.

The partnership expects to achieve the following service outcomes for each of the three fiscal years covered by the contract:

- 181 student/DOR clients to receive services
- 50 student/DOR clients to receive Vocational Evaluation services
- 50 student/DOR clients to receive Employment Preparation services
- 12 student/DOR clients to receive Work Experience
- 50 student/ DOR clients to receive job development, placement and follow-up services
- 40 student/DOR clients placed in employment consistent with the Individualized Plan for Employment
- 5 student/DOR clients will receive job coaching services
- 33 student/DOR client placement result in successful rehabilitated closures

Recommendation: Board Approval

Fiscal Impact: WCCUSD will receive up to \$738,474.00 to implement this collaborative contract.

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

FULL Name of Corporation or Public Agency

West Contra Costa Unified School District

WHEREAS, the Board of Directors or Board of Trustees of the above-named corporation or public agency has read the proposed agreement between State of California, Department of Rehabilitation (DOR), and above-named corporation or public agency and said Board of Directors or Board of Trustees acknowledges the benefits and responsibilities to be shared by both parties to said agreement.

NOW, THEREFORE, BE IT RESOLVED that said Board of Directors or Board of Trustees does hereby authorize the following person/position

Name/Position of Person Authorized to Sign Agreement

Bruce Harter, Superintendent

of the above-named corporation or public agency on behalf of the corporation or public agency to sign and execute any and all documents required by DOR to effectuate the execution of said Agreement and all amendments. This authorization shall remain in effect until the expiration of the contract and shall automatically expire at that time, unless earlier revoked or extended by the Board of Directors.


CERTIFICATION

I, the Recording Secretary named below, hereby certify that the foregoing resolution was duly and regularly adopted by the Board of Directors or Board of Trustees of above-named corporation or public agency at a meeting of said Board regularly called and convened at which a quorum of said Board of Directors or Board of Trustees was present and voting, and that said resolution was adopted by a vote of the majority of all Directors or Trustees present at said meeting.

IN WITNESS WHEREOF, I have hereunto set my hand as Recording Secretary of said corporation or public agency.

Address Where Board Meeting Held

3400 Macdonald Avenue, Richmond, CA 94805





Date of Board Meeting	Signature of Recording Secretary	Date Signed
		

GRANT/CONTRACT SIGNATURE AUTHORIZATION


DR 325 (Rev. 12/98) Computer Generated

GRANTEE/CONTRACTOR:	SUBGRANTEE/CONTRACTEE: (Legal Corporation/Public Agency Name & Address)
STATE OF CALIFORNIA Department of Rehabilitation 721 Capitol Mall Sacramento, California 95814	West Contra Costa Unified School District 1108 Bissell Avenue Richmond, CA 94801

The following persons are authorized to request reimbursement of expenses incurred as a result of the agreement between the Grantee/Contractor and Subgrantee/Contractee named above:

Signature 	Name (Please Type or Print) Bruce Harter, Ph.D.	Title (Please Type or Print) Superintendent
Signature 	Name (Please Type or Print)	Title (Please Type or Print)
Signature 	Name (Please Type or Print)	Title (Please Type or Print)
Signature 	Name (Please Type or Print)	Title (Please Type or Print)

I hereby delegate authority to request reimbursement of expenses
as shown above.

Authorized Signature per Board Resolution 	Name (Please Type or Print) Bruce Harter, Superintendent	Date Signed
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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: April 24, 2013

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

Agenda Item: CI C.18

Subject: DeAnza High School Students attended Fisk Scholars Weekend, April 11-13, 2013

Background Information:

Three students from DeAnza High School attended Fisk University's Scholars Weekend on April 11, 2013 through April 13, 2013.

Recommendation: Board Ratification for Out-of-State Travel

Fiscal Impact: No fiscal impact to the district. The trip has been funded by 4Richmond.

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

WCCUSD STUDY TRIP REQUEST FORM (Form must be typed) Page 1

SCHOOL:	DeAnza High School	Date of Submission:
---------	--------------------	---------------------

TYPE OF TRIP: Please indicate the type of trip.



DAY TRIP



OVERNIGHT TRIP

Submissions must be received in the Executive Director's office by the following timeline:

<input type="checkbox"/> Chartered Transportation (Bus reservations via District Transportation Office)	25 school days prior to trip date
<input type="checkbox"/> Automobile (Driving to destination)	15 school days prior to trip date
<input type="checkbox"/> Public Transportation (BART, bus, Amtrak, etc.)	15 school days prior to trip date
<input type="checkbox"/> Walking	15 school days prior to trip date

TRIP AND CHAPERONE INFORMATION:

Adult to Student Ratio: K-3 (1:5) & 4-12 (1:10)

Short Term Insurance: K-3 (1:4) & 4-12 (1:8)

Date of Trip: 4/10/2013 - 4/14/2013	Time Leave: Return:	Grade/Group: High School	Total number of students participating: 3
Trip Destination: (include Address/phone) Fisk University 1000 17th Ave. N. Nashville, TN	Teacher in Charge of Group: (Name, phone, e-mail) Maria Teresa D. Pamintuan		Other Teachers Accompanying Group:
Total Number of Chaperones accompanying the group <u>1</u> <input checked="" type="checkbox"/> Names of Chaperones and Position/Title form attached			
Student Study Trip Insurance: The following study trips require insurance:			
<input type="checkbox"/> Trips around/near water (including trips near creeks, ponds, etc., trips on boats, to hatcheries, hiking, regional parks, etc.) <input type="checkbox"/> Trips where students will be swimming <input type="checkbox"/> Trips with an overnight stay		<input type="checkbox"/> Insurance form attached <input type="checkbox"/> Check attached/account code listed <input type="checkbox"/> List of student names attached	

TRANSPORTATION ARRANGEMENTS:

Chartered Transportation	CHARTERED TRANSPORTATION REQUEST FORM. All requests using district funds must be booked through the Transportation Office. Completed Chartered Transportation request must be attached to study trip request.	<input type="checkbox"/> Completed form attached. (Funding Source Account Code indicated on form)
	FUNDING SOURCE Requests using other funding sources (i.e. PTA) must be booked by trip organizer and paid for at the site level. Funding source MUST be indicated.	FUNDING SOURCE/ACCOUNT CODE
	COMPANY Must be from District approved list as indicated on Bulletin. Attach confirmation from chartered transportation company.	COMPANY NAME AND CONTACT:
Automobile	AUTOMOBILE TRANSPORTATION FORM Form must be completed with driver's information attached. Valid California Driver's license and insurance requirements are mandatory.	<input type="checkbox"/> Completed form attached. <input type="checkbox"/> Valid driver's license and insurance attached
Public Transportation	TYPE OF PUBLIC TRANSPORTATION (BART, BUS, AMTRAK, FERRY) Funding source required if transportation tickets/arrangements are to be purchased using District funds. Funding source MUST be indicated even if using other funding, i.e., PTA, Approved Fundraiser, etc. PR's should be initiated at least four weeks in advance of the trip.	Funding Source Account Code: Bitech PR/PO #
Admission Fees	FEES TO DESTINATION, I.E., ZOO, THEATER, MUSEUM, ETC. Funding source required if tickets are to be purchased using District funds. Funding source MUST be indicated even if using other funding, i.e., PTA, Approved Fundraiser, etc. PR's should be initiated at least four weeks in advance of the trip.	Funding Source Account Code: Bitech PR/PO #

EDUCATIONAL VALUE

Must include standards reference number and a brief explanation of how the trip relates to the classroom activity. Attach additional sheet if necessary. Standards Number(s):

Three DeAnza High School students will be participating in Fisk University Scholars Weekend

Substitute(s) Requested	FOR SECONDARY SITES ONLY: SUBSTITUTES NEEDED FOR TEACHERS ON STUDY TRIPS.	Funding Source Account Code: Substitutes Needed for _____ paid periods
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LAST DATE FOR SUBMISSION OF STUDY TRIP:

APRIL 19, 2013

(3RD Friday in April)

LAST DATE FOR STUDY TRIP TO BE TAKEN:

MAY 31, 2013

(5TH Friday in May)

* No late requests will be accepted. Study trips will not be scheduled during CST testing periods.

STUDY TRIP REQUEST FORM MUST HAVE PRINCIPAL SIGNATURE AND FUNDING SOURCE INDICATED BEFORE SENDING TO THE EXECUTIVE DIRECTOR'S OFFICE. INCOMPLETE STUDY TRIP REQUESTS WILL BE RETURNED AND MAY RESULT IN DELAY IN PROCESSING OR DENIAL OF REQUEST. APPROVALS WILL BE SENT BACK VIA EMAIL TO SECRETARY/OFFICE MANAGER AND PRINCIPAL.

APPROVALS:

Principal Signature

Date

Funding Authorization Dept.

Signature

Date

Executive Director

EXECUTIVE DIRECTOR OFFICE USE ONLY:

Received:

Approval Sent:

By: _____

Date: _____

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

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education

Meeting Date: April 24, 2013

From: Bruce Harter
Superintendent

Agenda Item: CI C.19

Subject: Resolution No. 87-1213: Local Control Funding Formula

Background Information:

The Governing Board has concern regarding the California Legislature and Governor Jerry Brown's proposed reform of the K-12 school financing system. The Board urges the Governor and the Legislature to develop the Local Control Formula to provide that all Local Education Agencies are at a minimum restored to funding levels of 2007-2008 and that the target for the base grant provide funding to California's public schools at least at the national average.

Recommendation:

Recommend Approval of Resolution No. 87-1213

Fiscal Impact:

None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

dh

West Contra Costa Unified School District
Resolution No. 87-1213
Local Control Funding Formula

Whereas, the California Legislature is considering Governor Jerry Brown's proposed reform of the K-12 school financing system, the so-called "Local Control Funding Formula;" and

Whereas, Governor Brown has proposed the new funding formula based on the principles of subsidiarity, equity and transparency; and

Whereas, the goal of the new system of finance is to modernize and simplify California's overly complex and historically outdated system; and

Whereas, the new funding formula would hold Local Educational Agencies (LEAs) accountable to their local communities for implementing the Common Core State Standards, improving student achievement, making progress in closing achievement gaps, increasing attendance and high school graduation rates, and improving preparation for college and career; and

Whereas, the proposed funding formula would provide a target base grant level projected to reach full implementation in seven years; and

Whereas, the proposed formula would also include supplemental grants and concentration grants to provide additional funding to districts to address needs of English learners, students in poverty and students in foster care; and

Whereas, there are a number of other issues remaining unaddressed in the proposal including formula adjustments to reflect geographic cost differences, ensuring the provision of quality adult learning opportunities, allowing LEAs to continue to regionalize effective program and service deliveries for career education, transportation services, professional development, among other things; and

Whereas, all Local Educational Agencies (LEAs) in California have undergone severe budget reductions since the 2008-09, including cuts to revenue limits and categorical programs and are striving to maintain high quality educational programs; and

Whereas, the proposed target level of the base grant for the new funding formula does not ensure that all LEAs will receive funding levels restored to their pre-recession levels; and

Whereas, the currently-proposed new funding system does not establish a target that would bring California per pupil funding to at least the national average; and

Whereas, California per pupil funding was identified as 49th in the nation by the 2013 Quality Counts in Education Week; therefore

Be it resolved that the West Contra Costa Unified School District Board of Trustees supports the basic premises of the proposed Local Control Funding Formula and its reliance on local decision making and accountability to address the educational needs of all students.

Be it also resolved, that the West Contra Costa Unified School District Board of Trustees urges the Governor and the Legislature to develop the Local Control Funding Formula to provide that all Local Educational Agencies are at a minimum restored to funding levels of 2007-08 and that the target for the base grant provide funding to California's public schools at least at the national average.

Be it also resolved that the West Contra Costa Unified School District Board of Trustees calls for continued work on the development of a robust accountability system that will ensure that all students are making gains in academic achievement across a broad spectrum of learning opportunities, including career and technical education, in order to keep California competitive in a global economy.

PASSED AND ADOPTED BY THE Board of Education of the West Contra Costa Unified School District on the twenty-fourth day of April 2013 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 April 24, 2013.

Bruce Harter
Secretary, Board of Education

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

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education

Meeting Date: April 24, 2013

From: Bill Fay
Associate Superintendent for Operations

Agenda Item: D.1

Subject: Update on WCCUSD's Integrated Food and Health Program

Background Information:

The National School Meal Program supported the Food Services Department of West Contra Costa Unified School District to serve over 1,348,139 breakfasts and 3,163,103 lunches during 2011/12. The Child and Adult Care Program provided our students with a new supper program for our afterschool programs where 649,943 students received these meals during the 2011/2012 school year. The Food Service Department offers a breakfast program at all 13 of our secondary sites and 24 of our district's elementary sites. Our new supper program supports 32 school sites and 10 nonprofit community programs serving our district students after school is out. The Food Services Department also plays a critical role in ensuring that many children get enough to eat during summer months and provided over 356,375 nutritious meals to children age 18 and below during this past Summer Feeding program at over 70 sites serving all areas of our district. The Food Services Department of WCCUSD has also been able to take advantage of Energy Balance for Kids w/ Play grant which helped our district receive the Bronze Healthier US School Challenge Awards for 5 WCCUSD elementary schools and supported our Food Service Department in meeting HUSSC Gold with distinction standards in our district's elementary school menus. The Food Service Department of WCCUSD also hosts the district's coordinated school health council that reinforces health literacy through health education, physical education and activity, health services, nutrition services, psychological and counseling services, health promotion for staff, a safe and healthy school environment, and parent/guardian and community involvement.

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: April 24, 2012

From: Wendell Greer
Associate Superintendent, K – Adult Education

Agenda Item: D.2

Subject: Report on Gateway to College

Background Information:

Gateway to College is a nationally recognized education model serving youth who have dropped out of high school. Students attending Gateway to College are concurrently enrolled in Contra Costa College and West Contra Costa School District and from their first day they earn credits toward a high school diploma and an Associate's Degree or certificate. Gateway to College's student body is largely comprised of students at risk of not graduating and are behind credits for their age and grade, foster youth, adjudicated youth, and teen parents, as well as other students referred to the program that meet the eligibility criteria. Gateway wants to ensure that vulnerable youth receive a second chance to re-engage in education in a meaningful way and create better lives for themselves and their communities. Staff will give a report on the progress of the students attending Gateway to College.

Recommendation: Report only

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

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

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education **Meeting Date:** April 24, 2013
From: Bruce Harter **Agenda Item:** D.4
Superintendent
Subject: In Memory of Members of the School Community

Background Information:

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

Maria Robledo recently passed away. She started working with the District in 1972, retiring in 2003 after holding positions as teacher, dean, principal and coordinator.

Retired principal Charlene Bradford passed away. Ms. Bradford began working with the District in 1965 and retired in 1998.

Ms. Arlethia Thompson, retired counselor from DeAnza passed away. She began working with District in 1967, retiring in 2005.

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

Recommendation: For Information Only

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

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

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: April 24, 2013

From: Sheri Gamba *sg*
Associate Superintendent Business Services

Agenda Item: F.1

Subject: Resolution No. 81-1213 Tier III Categorical Flexibility – Public Hearing

Background Information: In January of 2012 a new Education Code became effective which requires a public hearing for the use of 2013/14 Tier III State Categorical Funds: Education Code §42605 grants districts flexibility in Tier III categorical programs and authorized district to use these funds for any educational purpose. For the 2008-09 fiscal year through the 2014-15 fiscal year, inclusive, local educational agencies that use the flexibility provision of this section shall be deemed to be in compliance with the program and funding requirements contained in statutory, regulatory and provisional language.

The public hearing is required to occur at a regularly scheduled open public hearing held prior to and independent of a meeting where the governing board of the district adopts the annual budget.

Recommendation: Recommend approval of this resolution for Tier III Categorical Flexibility

Fiscal Impact: \$14,559,025 estimated Tier III funding

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

BOARD OF EDUCATON
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
Resolution 81-1213

TIER III CATEGORICAL FLEXIBILTY

WHEREAS as added and amended by SBX3 4, ABX4 2, and SB 70, Education Code 42605 grants districts flexibility in "Tier III" categorical programs and authorizes districts to use these funds for "any educational purpose, to the extent permitted by federal law." For the 2008-09 fiscal year to the 2014-15 fiscal year, inclusive, local educational agencies that use the flexibility provision of this section shall be deemed to be in compliance with the program and funding requirements contained in statutory, regulatory, and provisional language.

WHEREAS as a condition of receipt of the funds, the governing board is required, at a regularly scheduled open public hearing, to take testimony from the public, discuss, and approve or disapprove the proposed use of funding and to make explicit the purposes for which the funding will be used.

WHEREAS Assembly Bill (AB) 189, became effective January 1, 2012, and requires the Tier III public hearing to be held prior to and independent of a meeting at which the budget is adopted. AB 189 also requires a governing board to identify in the notice of the public hearing, any Tier III program that is proposed to be closed.

WHEREAS attached to this resolution is a list of specific programs, the estimated funding amounts, and the proposed activities for which the funds are to be expended identified by SACS function code.

THEREFORE, BE IT RESOLVED that, following a public hearing in which public testimony was taken, discussion regarding the proposed uses of the funds took place, and programs proposed to be closed were identified, the West Contra Costa Unified School District adopts this Resolution approving the proposed uses of the funds as shown on the attached list.

PASSED AND ADOPTED this 24th Day of April 2013 by the following vote:

Ayes:

Noes:

Abstained:

Absent:

ATTEST:

Secretary, Board of Trustees

NOTICE OF PUBLIC HEARING
West Contra Costa Unified School District

Date: April 24, 2013
Location: Lovonya DeJean Middle School

Purpose:

A public hearing will be held for the purpose of taking testimony from the public, discussing the proposed receipt and use of the Tier III categorical funds, identifying closed programs, and approve or disapprove the proposed use of funding from the 39 programs identified in E.C. 42605.

Budget Item	Resource Code	Program Description	Available Funding	Function Code - Use of Funding	Active	Partial	Closed
6110-144-0001	7325	Staff Development: Administrator Training	\$ 33,946.00	1000-2999 Instruction and Instruction-Related Services			X
6110-156-0001	6390	Adult Education Program	\$ 1,000,000.00	1000-2999 Instruction and Instruction-Related Services		X	
6110-240-0001	0000	Advanced Placement Fee Waiver Program	\$ 2,088.00	1000-2999 Instruction and Instruction-Related Services			X
6360-101-0001	6260/6262/ 6263	Alternative Credentialing	\$ 190,975.00	1000-2999 Instruction and Instruction-Related Services		X	
6110-265-0001	6760	Arts & Music Block Grant	\$ 420,824.00	1000-2999 Instruction and Instruction-Related Services			X
6110-204-0001	7055	California High School Exit Exam	\$ 271,761.00	1000-2999 Instruction and Instruction-Related Services	X		
6110-267-0001	7276	Certificated Staff Mentoring Program	\$ 147,779.00	1000-2999 Instruction and Instruction-Related Services			X
6110-190-0001	2430	Community Day Schools	\$ 97,101.00	1000-2999 Instruction and Instruction-Related Services	X		
6110-188-0001	6205	Deferred Maintenance Apportionment	\$ 1,000,000.00	8000-8999 Plant Services		X	
6110-124-0001	7140	Gifted and Talented Education	\$ 190,648.00	1000-2999 Instruction and Instruction-Related Services		X	
6110-189-0001	7156	Instructional Materials Realignment	\$ 1,662,531.00	1000-2999 Instruction and Instruction-Related Services	X		
6110-137-0001	7294/7296	Staff Development: Math & Reading/English Learner	\$ 223,463.00	1000-2999 Instruction and Instruction-Related Services			X
6110-108-0001	7080	Supplemental School Counseling	\$ 779,939.00	1000-2999 Instruction and Instruction-Related Services			X
6110-195-0001	6267	Teaching Standards Certification Incentive Program	\$ 13,416.00	1000-2999 Instruction and Instruction-Related Services	X		
6110-268-0001	0000	Oral Health Assessment Program	\$ 18,568.00	1000-2999 Instruction and Instruction-Related Services	X		
6110-260-0001	6258	Physical Education Teacher Incentive Grants	\$ 410,919.00	1000-2999 Instruction and Instruction-Related Services			X
6110-193-0001	7271/7275/ 7295	Peer Assistance & Review/ Staff Development	\$ 122,950.00	1000-2999 Instruction and Instruction-Related Services		X	
6110-245-0001	7393	Professional Development Block Grant	\$ 1,297,889.00	1000-2999 Instruction and Instruction-Related Services			X
6110-243-0001	7390	Pupil Retention Block Grant	\$ 1,162,036.00	1000-2999 Instruction and Instruction-Related Services			X
6110-247-0001	7395	School & Library Improvement Block Grant	\$ 1,955,450.00	1000-2999 Instruction and Instruction-Related Services			X
6110-228-0001	6405	School Safety & Violence Prevention, Gr. 8-12	\$ 188,673.00	8000-8999 Plant Services	X		
6110-246-0001	7394	Targeted Instructional Improvement Block Grant	\$ 2,787,535.00	1000-2999 Instruction and Instruction-Related Services			X
6110-244-0001	7392	Teacher Credentialing Block Grant	\$ 580,534.00	1000-2999 Instruction and Instruction-Related Services		X	
Total Tier III Funding			\$ 14,559,025.00				

Active means that while the program is technically in the Tier III sweep category, the unrestricted general fund has continued to support the services required of the former grant funding.

Partial means that the program has been reduced, but that the unrestricted general fund or other funds continue to fund a portion of the services provided by the former grant funding.

Closed means that the program is effectively closed or, in some cases, certain services were absorbed into existing grant funds (requiring cut backs in those grants) in order to continue high stakes work.

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: April 24, 2013

From: Kenneth L. Whittemore
Assistant Superintendent Human Resources

Agenda Item: F.2

Subject: Resolution No.84-1213: Authorization to Eliminate and/or Reduce Classified Positions and Layoff
Classified Employees

Background Information:

A lack of work and/or funds necessitates the elimination and/or reduction in hours of the attached classified positions.

Recommendation: Recommend Approval

Fiscal Impact: General Fund: \$30,443
Categorical Fund: \$323,635

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 84-1213
AUTHORIZATION TO ELIMINATE CLASSIFIED POSITIONS,
LAY OFF CLASSIFIED EMPLOYEES AND REDUCE WORK YEAR**

WHEREAS, it is necessary, because of lack of work and/or funds, to eliminate/or reduce certain classified positions of the District; and

WHEREAS, certain services performed by a classified employees are being eliminated and/or reduced;

NOW, THEREFORE, BE IT RESOLVED that the following positions should be eliminated and/or reduced as of June 30, 2013:

Eliminate/Reduce:

POSITION	FTE
Behavior Tech	1.60
Graduate Tutor	0.33
Instructional Aide	0.40
Instructional Aide - Bilingual	0.47
Instructional Assistant Special Ed	0.67
Lower Division Tutor	0.33
Upper Division Tutor	0.07
School Community Worker	0.43
Typist Clerk I	1.92
Typist Clerk I Bilingual	1.28
Typist Clerk II	2.88
TOTAL FTE	10.38

BE IT FURTHER RESOLVED that the Superintendent hereby authorizes a notice of lay off to affected employees as required by law.

BE IT ALSO RESOLVED that the positions enumerated herein being eliminated and/or reduced effective June 30, 2013.

PASSED AND ADOPTED on this 24th day of April 2013, by the Board of Education of the West Contra Costa Unified School District, County of Contra Costa, State of California, by the following vote:

AYES:

NOES:

ABSENT:

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Governing Board of the West Contra Costa Unified School District at a public meeting of said Board held on April 24, 2013

Bruce Harter, Ph.D.
Secretary, Board of Education

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

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education

Meeting Date: April 24, 2013

From: Kenneth L. Whittemore,
Assistant Superintendent Human Resources

Agenda Item: F.3

Subject: Presentation of Initial Bargaining Proposal from WCCUSD to School Supervisors Association

Background Information:

Pursuant to the Educational Employment Relations Act, the initial proposal for negotiations by school districts 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 to School Supervisors Association is presented tonight as an information item. At the next regularly scheduled board meeting this item will come back for public hearing and adoption by the Board of Education.

Recommendation: The Board of Education accept the initial bargaining proposal with School Supervisors Association as an information item.

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 CONTRACT
NEGOTIATIONS**

The District is presenting the following article reopeners 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 3.1

Salary

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

Article 5

Benefits

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

Article 5.5

Leaves

Update leave Language

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:** April 24, 2013
From: Kenneth L. Whittemore **Agenda Item:** F.4
Assistant Superintendent Human Resources
Subject: Initial Bargaining Proposal – School Supervisors Association (SSA) to the West Contra Costa Unified School District

Background Information:

Pursuant to the Educational Employment Relations Act, the initial proposal for negotiations by school districts and labor unions must be submitted at a public meeting of the governing board. The initial proposal of School Supervisors Association (SSA) to the West Contra Costa Unified School District is presented tonight as an information item. At the next regularly scheduled board meeting this item will come back for public hearing and adoption by the Board of Education.

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 _____

SCHOOL SUPERVISORS ASSOCIATION (SSA)

P.O. BOX 21264, El Sobrante, CA 94820

ssamail1977@yahoo.com

=====

School Supervisors Association (SSA) is presenting the following proposals for contractual negotiations in accordance with our negotiated agreement with the District, Article 10, Reopeners. These are our initial proposals, subject to Good Faith Bargaining between the District and SSA in accordance with PERB regulations.

ARTICLE 3.1 SALARY

Effective July 1, 2013 The Salary schedule for each classification in the SSA unit shall be increased by the total of the CPI Cola Index for the period 2008 – 2012 plus 4 percent. In addition inequity range increase adjustments shall be made to specific job classifications which shall be identified during the negotiations process.

Section 3101.01 Supervisor/Subordinate Pay Ratio

Restore language providing the previous minimum pay range difference between supervisors covered by this contract and that of employee(s) supervised.

Section 3111 Longevity

The Longevity Pay shall be rounded to whole dollar amounts and increased at each interval, effective July 1, 2013.

ARTICLE 5, BENEFITS

5001 Medical Benefits: Modify to provide that effective July 1, 2013 the District shall pay ninety five percent (95%) of the premium cost for medical health insurance premiums for all unit members. For employees in the SSA bargaining unit who were hired into a permanent benefited position with the District on or before July 1, 1993, the premium contribution rate shall be ninety seven percent (97%).

5001.01 Cash In Lieu: Cash in Lieu Payments shall be increased effective January 1, 2014.

5004 Vision Plan: The District shall pay the full premium cost for the Vision Service Plan (VSP) for all unit members.

5007 Retiree Health Benefits: The District and SSA shall negotiate improvements to the District benefit amount contributions for Retirees, based upon hire date and years of service.

Include: The current policy regarding dental benefit eligibility for retirees, using the formula of seventy five "75" (age plus years of service) shall be included in the contract.

Add Section: **No Harassment /Discrimination**


The District and SSA will negotiate language that prohibits Harassment, Discrimination or Hostile Work Environment.

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: April 24, 2013

From: Sheri Gamba 
Associate Superintendent Business Services

Agenda Item: F.5

Subject: Resolution No. 83-1213 Intention to Levy Assessments for Fiscal Year 2013-14,
Preliminarily Approving Engineer's Report and providing for Notice of a Public Hearing

Background Information: This resolution will set the date and place of the public hearing, calls for the notice of the public hearing to be published ten days or more ahead of the meeting, and preliminarily accepts the engineer's report. The engineer's report contains the proposed budget for the 2013-14 year for the Maintenance and Recreation Assessment District (MRAD).

Should the Board adopt the resolution tonight, a public hearing will be held on the MRAD on June 26, 2013, at the hour of 6:30 p.m., a regular board meeting date, at Lovonya DeJean Middle School Multipurpose Room, 3400 Macdonald Ave., Richmond, CA 94805. At the conclusion of the public hearing on June 26, 2013, the Board may adopt a resolution that gives final approval to the engineer's report, levies the assessment and directs that the assessment diagram and individual assessments be filed with the County.

The Engineer's Report for MRAD is posted on the WCCUSD web site and a copy is at the front counter at 1108 Bissell Avenue, Richmond, CA.

Delivered under separate cover.

Recommendation: Recommend approval of this resolution for MRAD.

Fiscal Impact: \$5,580,144 for Revenue for MRAD Fund

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

BOARD OF EDUCATION
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 83-1213

A RESOLUTION OF INTENTION TO CONTINUE TO LEVY THE ASSESSMENTS
FOR FISCAL YEAR 2013-14, PRELIMINARILY APPROVING THE ENGINEER'S
REPORT, AND PROVIDING FOR THE NOTICE OF PUBLIC HEARING FOR THE
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT MAINTENANCE AND
RECREATION ASSESSMENT DISTRICT

April 24, 2013

RESOLVED, by the Board of Education (the "Board") of the West Contra Costa Unified School District, (the "District"), County of Contra Costa, State of California, that

1. On March 20, 2013, this Board adopted Resolution No. 73-1213, A Resolution Directing Preparation of Annual Report for the West Contra Costa Unified School District Maintenance and Recreation Assessment District (the "Maintenance District"). Pursuant to this resolution, the Engineer of Work prepared a report in accordance with Section 22565, *et seq.*, of the California Streets and Highways Code (the "Report"). The Report has been made, filed with the Clerk of the Board and duly considered by this Board and is hereby deemed sufficient and preliminarily approved. The report shall stand as the Engineer's Report for all subsequent proceedings under and pursuant to the foregoing resolution.
2. It is the intention of this Board to levy and collect assessments within the Maintenance District for the fiscal year 2013-14. Within the Maintenance District, the existing and proposed improvements and any substantial changes proposed to be made to the existing improvements are generally as described on Exhibit "A" attached and by this reference made a part of this Resolution.
3. The Maintenance District consists of the lots and parcels shown on the boundary map of the Maintenance District on file with the Clerk of the Board, and reference is hereby made to such map for further particulars.
4. Reference is hereby made to the Report for a full and detailed description of the Improvements, the boundaries of the Maintenance District and the proposed assessments upon assessable lots and parcels of land within the Maintenance District. The assessment for fiscal year 2013-14 is proposed to be the same as for the previous year and does not exceed the formula or range of assessments previously specified in the formation of the Maintenance District.
5. Notice is hereby given that on June 12, 2013, at the hour of 6:30p.m. in the Lovonya DeJean Middle School Cafeteria, 3400 Macdonald Ave., Richmond, CA 94805, a hearing by the Board will be held on the questions of ordering the improvements and the levy of the proposed assessments.

6. Prior to the conclusion of the hearing, any interested person may file a written protest with the Clerk of the Board, or, having previously filed a protest, may file a written withdrawal of that protest. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by such owner.
7. The Clerk of the Board shall cause notice of the public hearing to be given by publishing a copy of this Resolution once, at least ten (10) days prior to the date of the hearing above specified, in the West County Times, a newspaper published and circulated in the District.

PASSED AND ADOPTED this 24th day of April, 2013.

AYES:

NOES:

ABSENT:

ABSTAIN:

Bruce Harter, Ph.D.
Secretary, Board of Education

EXHIBIT A

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT Maintenance and Recreation Assessment District

The improvements consist of the installation, maintenance and servicing of public recreational facilities, including but not limited to landscaping, playgrounds, basketball courts, tennis courts, sprinkler systems, swimming pools, running tracks and turf areas, as applicable, at each of the following locations:

Bayview Elementary	3001 - 16 th St	San Pablo
Cameron	7140 Gladys Ave	El Cerrito
Cesar E Chavez Elementary	960 - 17 th St	Richmond
Collins Elementary	1224 Pinole Valley Rd	Pinole
Coronado Elementary	2001 Virginia Ave	Richmond
Dover Elementary	1870 19 th Street	San Pablo
Downer Elementary	1777 Sanford Ave	San Pablo
Ellerhorst Elementary	3501 Pinole Valley Rd	Pinole
Fairmont Elementary	724 Kearney St	El Cerrito
Ford Elementary	2711 Maricopa Ave	Richmond
Grant Elementary	2400 Downer Ave	Richmond
Hanna Ranch Elementary	2480 Refugio Valley Rd	Hercules
Harbour Way Elementary	214 So 11 th St	Richmond
Harding Elementary	7230 Fairmount Ave	El Cerrito
Lupine Hills Elementary	1919 Lupine Rd	Hercules
Highland Elementary	2829 Moyers Rd	Richmond
Kensington Elementary	90 Highland Blvd	Kensington
King Elementary	4022 Florida Avenue	Richmond
Lake Elementary	2700 - 11 th St	San Pablo
Lincoln Elementary	29 - 6 th St	Richmond
Madera Elementary	8500 Madera Dr	El Cerrito
Mira Vista Elementary	6397 Hazel Ave	Richmond
Montalvin Elementary	300 Christine Dr	San Pablo
Murphy Elementary	4350 Valley View Rd	Richmond
Nystrom Elementary	230 Harbour Way	Richmond
Ohlone Elementary	1616 Pheasant Dr	Hercules
Olinda Elementary	5855 Olinda Rd	El Sobrante
Peres Elementary	719 - 5 th St	Richmond
Riverside Elementary	1300 Amador St	San Pablo
Shannon Elementary	685 Marlesta Rd	Pinole
Sheldon Elementary	2601 May Rd	Richmond
Stege Elementary	4949 Cypress Ave	Richmond
Stewart Elementary	2040 Hoke Dr	Pinole
Tara Hills Elementary	2300 Dolan Way	San Pablo
Valley View Elementary	3416 Maywood Dr	Richmond

Verde Elementary	2000 Giaramita St	Richmond
Washington Elementary	565 Wine St	Richmond
Wilson Elementary	629 - 42 nd St	Richmond
Crespi Middle	1121 Allview Ave	El Sobrante
DeJean Middle	3400 Macdonald Ave	Richmond
Helms Middle	2500 Road 20	San Pablo
Pinole Middle	1575 Mann Dr	Pinole
Portola Middle	1021 Navellier St	El Cerrito
De Anza High	5000 Valley View Rd	Richmond
El Cerrito High	540 Ashbury Ave	El Cerrito
Hercules Middle/High	1900 Refugio Valley Rd	Hercules
Kennedy High	4300 Cutting Blvd	Richmond
Pinole Valley High	2900 Pinole Valley Rd	Pinole
Richmond High	1250 - 23 rd St	Richmond
Gompers Continuation	157 - 9 th St	Richmond
North Campus	2465 Dolan Way	San Pablo
Vista High	2600 Moraga Way	San Pablo
Adult Education	6028 Ralston Ave	Richmond
Alvarado	5625 Sutter Ave	Richmond
Adams	5000 Patterson Circle	Richmond
Castro	7125 Donal Ave	El Cerrito
El Sobrante	1060 Manor Rd	El Sobrante
Seaview	2000 Southwood Dr	San Pablo
Vista Hills	2625 Barnard Rd	Richmond
Harmon Center	2853 Groom Dr	Richmond
Knolls Center	2867 Groom Dr	Richmond
Central District	1108 Bissell Ave	Richmond
Nutrition Center	750 Bissell Ave	Richmond
Electronics & Glazier	2336 Welcome Ave	Richmond
Facilities Operations Center	1300 Potrero Ave	Richmond
Gardeners Warehouse	2550 Moraga Ave	San Pablo
Kerry Hills (PSC)	2465 Dolan Way	San Pablo
Maintenance & Operations	125 So 8 th St	Richmond
Paint	125 So 8 th St	Richmond
Vehicle Garage	260 So 23 rd St	Richmond
Warehouse-Furniture	600 So. 6 th St	Richmond
Warehouse-Stores	810 Ohio Ave	Richmond



WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

MAINTENANCE AND RECREATION ASSESSMENT DISTRICT

ENGINEER'S REPORT

APRIL 2013

FISCAL YEAR 2013-14

PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 AND
ARTICLE XIID OF THE CALIFORNIA CONSTITUTION

ENGINEER OF WORK:

SCIConsultingGroup

4745 MANGLES BOULEVARD
FAIRFIELD, CALIFORNIA 94534
PHONE 707.430.4300
FAX 707.430.4319
WWW.SCI-CG.COM

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WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

BOARD OF EDUCATION

Madeline Kronenberg, President

Charles T. Ramsey, Clerk

Randall Enos, Member

Todd A. Groves, Member

Elaine R. Merriweather, Member

SUPERINTENDENT

Bruce Harter, Ph.D.

ASSOCIATE SUPERINTENDENT OF BUSINESS SERVICES

Sheri Gamba

ENGINEER OF WORK

SCI Consulting Group

Lead Assessment Engineer, John Bliss, M.Eng, P.E.

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INTRODUCTION

OVERVIEW

In 1994, the West Contra Costa Unified School District, (the "District"), originally proposed the formation of an assessment district ("the West Contra Costa Unified School District Maintenance and Recreation Assessment District" or the "Assessment District") to finance the maintenance and improvement of school grounds, playing fields, and public recreational facilities of the District (the "Improvements"). This proposed assessment formation was conducted pursuant to the majority protest requirements of the Landscaping and Lighting Act of 1972 (the "Act"). Under the Act, each property owner within the District received a notice of the proposed assessment by mail and was provided with a 45 day time period in which to submit a written protest for the proposed assessment district. Since a majority protest was not received by the end of this period, the District board took action to approve the levy of the assessments.

In response to new balloting requirements proposed by Proposition 218, the District conducted an election in November 1996 on the question of the continuation of the assessment levies. In this election, the final tally was 67.7% of voters in support of continuing the assessments. As a result, the assessments for the West Contra Costa Unified School District Maintenance and Recreation Assessment District can continue to be levied at the rate of \$72.00 per single family home. Any increase in the assessment rate would require approval of property owners in an assessment ballot proceeding as proscribed by Proposition 218.

This Engineer's Report has been prepared to establish the basis for the continuation of the assessments for fiscal year 2013-14

ASSESSMENT CONTINUATION

In each subsequent year for which the assessments will be levied, the Board must direct the preparation of an Engineer's Report, budgets and proposed assessments for the upcoming fiscal year. After the Engineer's Report is completed, the Board may preliminarily approve the Engineer's Report and proposed assessments and establish the date for a public hearing on the continuation of the assessments. This Report was prepared pursuant to the direction of the Board adopted on March 20, 2013.

The proposed total assessment budget for fiscal year 2013-14 is \$5,580,144. The majority of this levy amount would be used for maintenance of school grounds and public facilities. Funding is also designated towards utilities, field preservation and maintenance, and graffiti and vandalism abatement. In addition, the proposed capital improvement budget amount is \$600,000. This capital improvement budget has historically been allocated to school sites based on the project priorities specified by school site councils and school staff. These priorities were also part of a Five Year Capital Improvement Plan ("CIP") for the Maintenance and Recreation Assessment District.

If the Board approves this Engineer's Report and the proposed assessments by resolution, a notice of assessment levies must be published in a local paper at least 10 days prior to the date of the public hearing. The resolution preliminarily approving the Engineer's Report and establishing the date for a public hearing is used for this notice.

Following the minimum 10 day time period after publishing the notice, a public hearing is held for the purpose of allowing public testimony about the proposed continuation of the assessments. This hearing is currently scheduled for June 12, 2013. At this hearing, the Board would consider approval of a resolution confirming the assessments for fiscal year 2013-14. If so confirmed and approved, the assessments would be submitted to the County Auditor/Controller for inclusion on the property tax roll for fiscal year 2013-14.

LEGISLATIVE ANALYSIS

PROPOSITION 218

This assessment is formed consistent with Proposition 218, The Right to Vote on Taxes Act, which was approved by the voters of California on November 6, 1996, and is now codified as Articles XIII C and XIII D of the California Constitution. Proposition 218 provides for benefit assessments to be levied to fund the cost of providing services, improvements, as well as maintenance and operation expenses to a public improvement which benefits the assessed property.

Proposition 218 describes a number of important requirements, including property-owner balloting, for the imposition, increase and extension of assessments, and these requirements are satisfied by the process used to establish this assessment.

SILICON VALLEY TAXPAYERS ASSOCIATION, INC. V SANTA CLARA COUNTY OPEN SPACE AUTHORITY

In July of 2008, the California Supreme Court issued its ruling on the Silicon Valley Taxpayers Association, Inc. v. Santa Clara County Open Space Authority ("SVTA"). This ruling is the most significant legal document in further legally clarifying Proposition 218. Several of the most important elements of the ruling included further emphasis that:

- Benefit assessments are for special, not general, benefit
- The services and/or improvements funded by assessments must be clearly defined
- Special benefits are directly received by and provide a direct advantage to property in the Improvement District
- The assessment paid by property should be proportional to the special benefits it receives from the Improvements

DAHMS V. DOWNTOWN POMONA PROPERTY

On June 8, 2009, the 4th Court of Appeals amended its original opinion upholding a benefit assessment for property in the downtown area of the City of Pomona in *Dahms v. Downtown Pomona Property* ("*Dahms*"). On July 22, 2009, the California Supreme Court denied review. In *Dahms* the Court upheld an assessment that was 100% special benefit (i.e. 0% general benefit) on the rationale that the services and improvements funded by the assessments were directly provided to property in the assessment district. The Court also upheld discounts and exemptions from the assessment for certain properties.

BONANDER V. TOWN OF TIBURON

On December 31, 2009, in *Bonander v. Town of Tiburon* ("*Bonander*"), the 1st District Court of Appeal overturned a benefit assessment approved by property owners to pay for placing overhead utility lines underground in an area of the Town of Tiburon. The Court invalidated the assessments primarily on the grounds that the assessments had been apportioned to assessed property based on the costs within sub-areas of the assessment district instead of the overall cost of the improvements and the overall proportional special benefits.

BEUTZ V. COUNTY OF RIVERSIDE

On May 26, 2010 the 4th District Court of Appeals issued a decision in *Steven Beutz v. County of Riverside* ("*Beutz*"). This decision overturned an assessment for park maintenance in Wildomar, California, primarily because the general benefits associated with improvements and services were not explicitly calculated, quantified and separated from the special benefits.

GOLDEN HILL NEIGHBORHOOD ASSOCIATION V. CITY OF SAN DIEGO

On September 22, 2011, the San Diego Court of Appeal issued a decision on the *Golden Hill Neighborhood Association v. City of San Diego* appeal (commonly known as "*Greater Golden Hill*"). This decision overturned an assessment for street and landscaping maintenance in the Greater Golden Hill neighborhood of San Diego, California. The court described two primary reasons for its decision. First, like in *Beutz*, the court found the general benefits associated with services were not explicitly calculated, quantified and separated from the special benefits. Second, the court found that the City had failed to record the basis for the assessment on its own parcels.

COMPLIANCE WITH CURRENT LAW

This Engineer's Report is consistent with the *SVTA* decision and with the requirements of Article XIII C and XIII D of the California Constitution because the Improvements to be funded are clearly defined; the benefiting property in the Improvement District enjoys close and unique proximity, access and views to the Improvements; the Improvements serve as an extension of usable land area for benefiting properties in the Improvement District and such special benefits provide a direct advantage to property in the Improvement District that is not enjoyed by the public at large or other property.

This Engineer's Report is consistent with *Beutz, Dahms* and *Greater Golden Hill* because, the improvements will directly benefit property in the Improvement District and the general benefits have been excluded from the Assessments, and the special and general benefits have been separated and quantified. The Engineer's Report is consistent with *Bonander* because the Assessments have been apportioned based on the overall cost of the Improvements and proportional special benefit to each property.

PLANS AND SPECIFICATIONS

The work and improvements to be undertaken by the West Contra Costa Unified School District Maintenance and Recreation Assessment District and the cost thereof paid from the levy of the annual assessment (the "Improvements") are generally described as follows:

Installation, maintenance and servicing of public recreational facilities and improvements, including but not limited to, turf and play areas, landscaping, irrigation systems, lighting, fencing, basketball courts, tennis courts, running tracks, security guards, graffiti removal and repainting, swimming pools, recreational facilities, and labor, materials, supplies, utilities and equipment, as applicable, at each of the locations owned, operated or maintained by the West Contra Costa Unified School District.

Any plans and specifications for these improvements will be filed with the Associate Superintendent, Business Services of the West Contra Costa Unified School District and are incorporated herein by reference.

"Maintenance" means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of any improvement, including repair, removal or replacement of all or any part of any improvement; providing for the life, growth, health, and beauty of landscaping, including, cultivation, irrigation, trimming, spraying, fertilization, or treating for disease or injury; the removal of trimmings, rubbish, debris, and other solid waste, and the cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

"Servicing" means the furnishing of electric current, or energy, gas or other source for illumination for any public lighting facilities or for the lighting or operation of any fountains, or the maintenance of any other improvements.

Incidental expenses include all of the following: (a) The costs of preparation of the Engineer's Report, including plans, specifications, estimates, diagram, and assessment; (b) the costs of printing, advertising, and the giving of published, posted, and mailed notices; (c) compensation payable to the County for collection of assessments; (d) compensation of any engineer or attorney employed to render services in proceedings pursuant to this part; (e) any other expenses incidental to the construction, installation, or maintenance and servicing of the Improvements; (f) any expenses incidental to the issuance of bonds or notes if any pursuant to Streets & Highways Code Section 22662.5; and (g) costs associated with any balloting process held for the approval of a new or increased assessment. (Streets & Highways Code §22526).

The assessment proceeds will be exclusively used for Improvements within the Assessment District plus incidental expenses. Reference is made to the list of school buildings, turf and play areas, public grounds, and/or other facilities listed in the previous page of this Report which specifically identifies the locations of the permanent public facilities to be funded by the assessment proceeds. For further detail, including specific expenditure and improvement plans by school site, refer to the plans and specifications on file with the District.

ASSESSMENT

WHEREAS, on March 20, 2013, the Board of Education of the West Contra Costa Unified School District, Richmond, California, pursuant to the provisions of the Landscaping and Lighting Act of 1972, Directing Preparation of Annual Report for the West Contra Costa Unified School District Maintenance and Recreation Assessment District for the proposed improvements and changes in existing public improvements, more particularly therein described;

WHEREAS, said Resolution directed the undersigned Engineer of Work to prepare and file a report presenting an estimate of costs, a diagram for the assessment district and an assessment of the estimated costs of the improvements upon all assessable parcels within the assessment district, to which said Resolution and the description of proposed improvements therein contained, reference is hereby made for further particulars;

NOW, THEREFORE, the undersigned, by virtue of the power vested in me under said Act and the order of the Board of Education of said West Contra Costa Unified School District, hereby make the following assessment to cover the portion of the estimated cost of said improvements, including the maintenance and servicing thereof and the costs and expenses incidental thereto to be paid by the assessment district.

The amount to be paid for said improvements, including the maintenance and servicing thereof and the expenses incidental thereto, to be paid by the assessment district for the fiscal year 2013-14 is generally as follows:

FIGURE 1 – SUMMARY OF ESTIMATE

West Contra Costa Unified School District Maintenance and Recreation Assessment District Budget Summary - Fiscal Year 2013-14	
Capital Improvements and Maintenance Expenditures	\$5,484,294
Incidentals	\$95,850
Total Budget	\$5,580,144

As required by said Act, an Assessment Diagram is hereto attached showing the exterior boundaries of said Maintenance and Recreation Assessment District as the same existed at the time of the passage of said Resolution. The distinctive number of each parcel or lot of land in the said Maintenance and Recreation Assessment District is its Assessor Parcel Number appearing on the Assessment Roll.

And I do hereby assess and apportion said net amount of the cost and expenses of said improvements, including maintenance and servicing thereof, upon the parcels or lots of land within said Maintenance and Recreation Assessment District, in accordance with the special benefits to be received by each parcel or lot, from the maintenance of said improvements, and more particularly set forth in the Cost Estimate hereto attached and by reference made a part hereof.

Said assessment is made upon the parcels or lots of land within said Maintenance and Recreation Assessment District in proportion to the special benefits to be received by said parcels or lots of land, from said improvements.

Each parcel or lot of land is described in the Assessment Roll by reference to its parcel number as shown on the Assessor's Maps of the County of Contra Costa for the fiscal year 2013-14. For a more particular description of said property, reference is hereby made to the deeds and maps on file and of record in the office of the County Recorder of said County.

I hereby place opposite the Assessor Parcel Number for each parcel within the Assessment Roll, the amount of the assessment for the fiscal year 2013-14 for each parcel or lot of land within the said Maintenance and Recreation Assessment District.

Dated: April 5, 2013

Engineer of Work

By _____
John W. Bliss, License No. C052091

ESTIMATE OF COST FISCAL YEAR 2013-14

FIGURE 2 – ESTIMATE OF COST

West Contra Costa Unified School District Maintenance and Recreation Assessment District Estimate of Cost Fiscal Year 2013-14		
		<i>Total Budget</i>
Capital Improvement and Maintenance Expenditures		
Capital Improvements to School Facilities and Grounds		\$600,000
Field Preservation and Maintenance		\$84,294
Utilities, Irrigation		\$100,000
Graffiti and Vandalism Abatement		\$300,000
Maintenance and Operation		\$4,400,000
Total Capital Improvement and Maintenance Expenditures		\$5,484,294
Incidental Costs		
Legal Counsel and Administrative Services		\$36,500
Contra Costa County Data and Collection Fees		\$51,850
Notice and Contingency		\$7,500
Total Incidental Costs	\$	95,850
Total Maintenance and Recreation Assessment Budget		\$5,580,144
Assesment to SFE		
Assessment per SFE	Total SFE Units	Total Budget
\$72.00	77,502	\$5,580,144.00

METHOD OF APPORTIONMENT

This section of the Engineer's Report explains the special and general benefits to be derived from the Improvements and the methodology used to apportion the total assessment to properties within the Maintenance and Recreation Assessment District.

The Maintenance and Recreation Assessment District consists of all Assessor Parcels within the boundaries of the West Contra Costa Unified School District as defined by the County of Contra Costa tax code areas. The method used for apportioning the assessment is based upon the proportional special benefits conferred to the properties in the Assessment District over and above general benefits conferred to real property in the Assessment District or to the public at large. Special benefit is calculated for each parcel in the Assessment District using the following process:

1. Identification of all benefit factors derived from the Improvements
2. Calculation of the proportion of these benefits that are general
3. Determination of the relative special benefit within different areas within the Assessment District
4. Determination of the relative special benefit per property type
5. Calculation of the specific assessment for each individual parcel based upon special vs. general benefit; location, property type, property characteristics, and improvements on property

DISCUSSION OF BENEFIT

In summary, the assessments can only be levied based on the special benefit to property. Any and all general benefit must be funded from another source. This special benefit is received by property over and above any general benefits from the Improvements. With reference to the requirements for assessment, Section 22573 of the Landscaping and Lighting Act of 1972 states:

"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."

Proposition 218, as described in Article XIID of the California Constitution, has confirmed that assessments must be based on the special benefit to property and that the assessment cannot exceed the reasonable cost of the special benefits:

"No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."

Since assessments are levied on the basis of special benefit, they are not a tax and are not governed by Article XIII A of the California Constitution.

The SVTA v. SCCOSA decision also clarifies that a special benefit is a service or improvement that provides a direct advantage to a parcel and that indirect or derivative benefits from a service or improvement are general benefits. The SVTA v. SCCOSA decision also provides specific guidance that park improvements can provide a direct advantage and special benefit to property that is proximate to a park or recreational facility:

“the characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement (e.g. proximity to a park) or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement (e.g. general enhancement of the district’s property values).”

Finally, Proposition 218 twice uses the phrase “over and above” general benefits in describing special benefit. (Art. XIID, sections 2(i) & 4(f).)

SPECIAL BENEFIT FACTORS

In order to allocate the proposed assessments, the Engineer begins by identifying the types of special benefit arising from the Improvements that would be provided to property within the District. These categories of special benefit, which have been updated to reflect a recent analysis of special benefits from the Improvements, are summarized as follows:

- Extension of a property’s usable outdoor areas for properties within the Assessment District
- Proximity and access to improved outdoor grounds and recreation facilities

The special benefits from the Improvements are further detailed below:

EXTENSION OF A PROPERTY’S OUTDOOR AREAS FOR PROPERTIES WITHIN THE ASSESSMENT DISTRICT

The District’s sites in the Assessment District provide larger outdoor areas that serve as an effective extension of the land area for proximate properties because the Improvements are accessible to property in close proximity to the Improvements. The Improvements, therefore, provide an important, valuable and desirable extension of usable land area for the direct advantage and special benefit of properties with good and close proximity to the Improvements.

An analysis of the service radii for the Improvements finds that properties enjoy the distinct and direct advantage of being proximate to Improvements within the Assessment District. Other properties in outside the Assessment District do not enjoy this proximity that provides the effective extension of usable land area and, therefore do not receive this special benefit. The properties in the Assessment District therefore uniquely and specially benefit from the extension of usable and improved outdoor and recreational areas provided by the Improvements.

PROXIMITY AND ACCESS TO IMPROVEMENTS

Only the specific properties within close proximity to the Improvements are specially benefited and assessed in the Assessment District. Therefore, property in the Assessment District enjoys unique and valuable proximity and access to the Improvements that the public at large and other properties do not share.

In absence of the assessments, the Improvements would not be provided, because alternative funding sources are not available. Therefore, the assessments provide Improvements that are over and above what otherwise would be provided. Improvements that are over and above what otherwise would be provided do not by themselves translate into special benefits but when combined with the unique proximity and access enjoyed by certain parcels in the Assessment District, they provide a direct advantage and special benefit to assessed property in the Assessment District.

GENERAL VERSUS SPECIAL BENEFIT

The District's grounds and facilities provide a general benefit to the community and to the general public in the form of educational and recreational opportunities for students. The measure of this general benefit is the periods during which the District's grounds and facilities are used for such educational purposes and are, therefore, not available to be used as a public recreation resource. This general benefit cannot be and is not funded by the Maintenance and Recreation Assessment District.

Alternatively, the cost of improving and maintaining grounds and facilities for use and enjoyment by property owners and residents in the District is a special benefit to property in the District because the improvements and maintenance confer the special benefit factors described above. This special benefit can be measured by the proportionate amount of time the District's grounds and facilities are available for use and enjoyment by property owners and other residents in the District.

The percentage of time that the District's facilities are available for public use is approximately 67%.¹ The remaining 33% of time the grounds and public facilities are used for general educational purposes. Therefore, approximately 33% of the cost of maintenance and improvements of grounds and facilities is for the educational purposes of the District, which is a general benefit to the community. As noted, the cost of these general benefits cannot be funded by the assessments.

The District's total budget for maintenance and improvement of its grounds and facilities exceeds \$16,800,000 and the District's contribution to the maintenance and improvement of its grounds and facilities from sources other than assessments is approximately \$9,800,000 of this total. This contribution by the District equates to approximately 56% of the total budget for maintenance and improvement of grounds and facilities, which more than offsets the cost of the general benefits resulting from the Improvements, including any additional general benefits to the public at large or property in the Assessment District. The remaining portion of the budget that is funded by the assessment covers the special benefits conferred on property in the District.

METHOD OF ASSESSMENT

The assessments are apportioned among all lots and parcels within the Maintenance and Recreation Assessment District on the basis of Single Family Equivalents (SFE). This SFE methodology is commonly used to distribute assessments in proportion to estimated special benefit and is generally recognized as providing the basis for a fair and appropriate distribution of assessments. For the purposes of this Engineer's Report, all properties are designated a SFE value, which is each property's relative benefit in relation to a single family home on one parcel. The "benchmark" property is the single family detached dwelling which is one Single Family Equivalent or one SFE.

¹ The percentage of time that the grounds and facilities are available for public use is calculated based on the number of daylight hours in a year that the facilities are available for public use divided by the total number of daylight hours in a year. This calculation is as follows:

Total hours available = 365 days x 12 hours/day = 4,380 hours.

Hours for educational use (general benefit) = 182 days x 8 hours/day = 1,456 hours.

Hours available for public use = 4,380 total hours – 1,456 hours = 2,924 hours.

Percentage of time for public use = 2,924 hours / 4,380 total hours = 67 %

PROXIMITY BENEFITS

The West Contra Costa Unified School District's recreational facilities and grounds, as identified in the Plans and Specifications, are open to the community and are used extensively throughout the year. The District's facilities are relatively uniformly distributed throughout the District and are easily accessible by anyone within the District. The benefits from the proposed improvements do not vary based on proximity of the parcels to the improvements because the increased benefits resulting from proximity to the improvements are generally offset by increased negative factors such as increased traffic, noise, etc. that derives to parcels from increased proximity to the improvements. As a result, any increase in benefit that comes from being closer to a District facility is generally offset by an increase in negative factors that cause a relational decrease in benefit.

Since all parcels in the District have good access and proximity to the District's grounds and recreational facilities and the benefits to relatively closer proximity are offset by other factors, proximity is not considered to be a factor in determining benefit and all properties in the Maintenance and Recreation Assessment District are determined to be within a single zone of benefit.

ASSESSMENT APPORTIONMENT

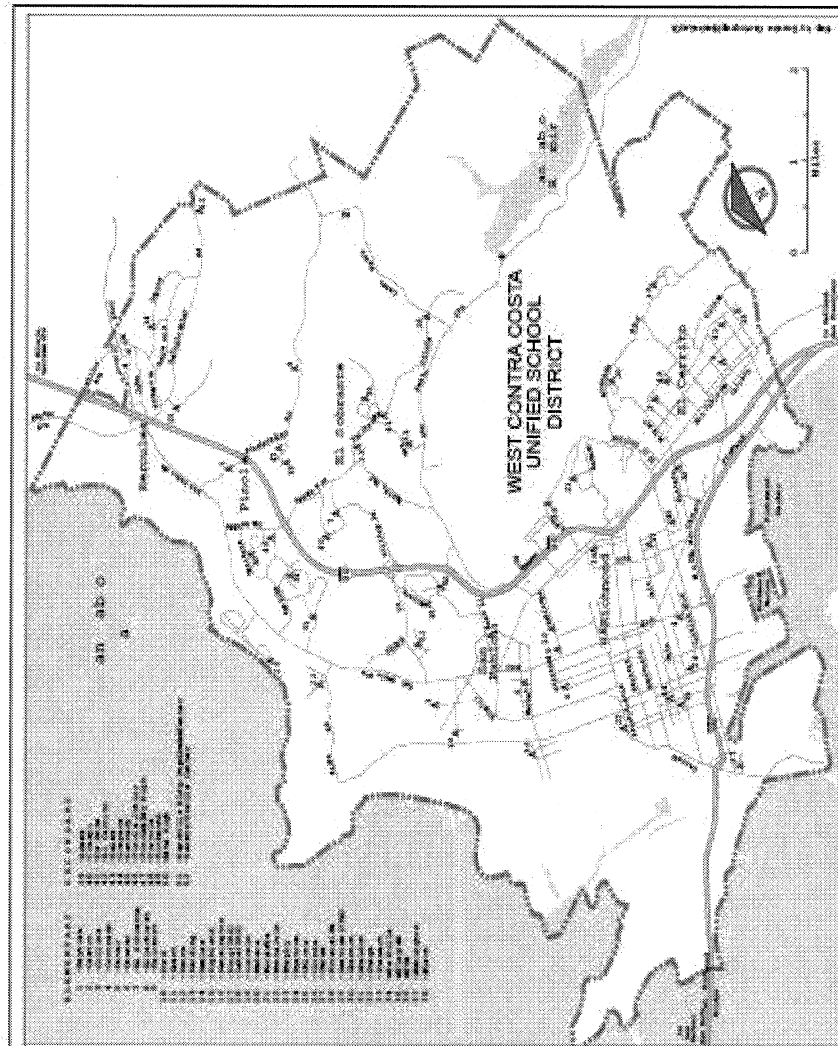
1. For developed Assessor parcels with one, two, three or four living units, the SFE Units is the number of living units per parcel.
2. For Assessor parcels with five to twelve living units, the SFE Units is 5.
3. For Assessor parcels with thirteen to twenty-four living units, the SFE Units is 8.
4. For Assessor parcels with twenty-five to fifty-nine living units, the SFE Units is 10.
5. For Assessor parcels with sixty or more living units, the SFE Units is 15.
6. For developed mobile home park parcels, the SFE Units is 5.
7. For developed commercial and/or industrial parcels with no living units, the SFE Units is 0.
8. For publicly owned parcels, vacant or undeveloped land or parcels with no assessed value, the SFE Units is 0.
9. For agricultural parcels with no living units, the SFE Units is 0.
10. For institutional, recreational, common area, parking lot, natural resource, other or miscellaneous parcels with no residential living units, the SFE Units is 0.

The assessment for each parcel is listed on the Assessment Roll in the following section. The assessments are based on the method of assessment summarized above.

APPEALS AND INTERPRETATION

Any property owner who feels that the assessment levied on the subject property is in error as a result of incorrect information being used to apply the foregoing method of assessment, may file a written appeal with the Associate Superintendent, Business Services of the West Contra Costa Unified School District or his or her designee. Any such appeal is limited to correction of an assessment during the then current or, if before July 1, the upcoming fiscal year. Upon the filing of any such appeal, the Associate Superintendent, Business Services or his or her designee will promptly review the appeal and any information provided by the property owner. If the Associate Superintendent, Business Services or his or her designee finds that the assessment should be modified, the appropriate changes shall be made to the assessment roll. If any such changes are approved after the assessment roll has been filed with the County of Contra Costa for collection, the Associate Superintendent, Business Services or his or her designee is authorized to refund to the property owner the amount of any approved reduction. Any dispute over the decision of the Associate Superintendent, Business Services or his or her designee, shall be referred to the Board of Education of the West Contra Costa Unified School District and the decision of the Board of Education of the West Contra Costa Unified School District shall be final.

APPENDIX A - ASSESSMENT DIAGRAM



FILED IN THE OFFICE OF THE CLERK OF THE BOARD OF EDUCATION
OF THE WEST CONTRA COSTA UNITED SCHOOL DISTRICT, COUNTY OF
CONTRA COSTA, CALIFORNIA, THIS DAY OF 2013.

CLERK OF THE BOARD OF EDUCATION

AN ASSESSMENT WAS CONTINUED AND, LEVIED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF CONTRA COSTA, IN THE DISTRICT COMMUNICATED OF THE WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT, ON THE LOTS, PIECES AND PARCELS OF LAND, ON THIS ASSESSMENT YEAR, 2013, FOR THE FISCAL YEAR 2013-14 AND SAID ASSESSMENT DIAGRAM AND THE ASSESSMENT ROLL FOR SAID FISCAL YEAR, WERE FILED IN THE OFFICES OF THE COUNTY AUDITOR OF THE COUNTY OF CONTRA COSTA, ON THE DAY OF 2013. REFERENCE IS MADE TO SAID RECORDED ASSESSMENT ROLL FOR THE EXACT AMOUNT OF EACH ASSESSMENT LEVIED AGAINST EACH PARCEL OF LAND.

CLERK OF THE BOARD OF EDUCATION

RECORDED IN THE OFFICE OF THE ASSISTANT SUPERINTENDENT, FISCAL SERVICES OF THE WEST CONTRA COSTA UNITED SCHOOL DISTRICT, COUNTY OF CONTRA COSTA, CALIFORNIA, THIS DAY OF 2011.

ASSISTANT SUPERINTENDENT, FISCAL SERVICES

FILED THIS _____ DAY OF _____, 2013 AT THE HOUR OF _____ M. IN THE OFFICE OF THE COUNTY CLERK OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA AT THE REQUEST OF THE BOARD OF EDUCATION OF THE WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT.

STATEMENT IS HEREBY MADE TO THE MAPS AND DEEDS OF RECORD BY THE OFFICE OF THE ASSESSOR OF THE COUNTY OF CONTRA COSTA, A BRIEF DESCRIPTION OF THE LINES AND DIMENSIONS OF ANY PARCELS CONTAINED HEREIN. THOSE MAPS SHALL COVER FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH PARCELS. EACH PARCEL IS IDENTIFIED IN SAID MAPS BY ITS DISTINCTIVE ASSESSOR'S MAP SHEET NUMBER.

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
MAINTENANCE & RECREATION ASSESSMENT DISTRICT
ASSESSMENT DIAGRAM**

APPENDIX B - ASSESSMENT ROLL (FISCAL YEAR 2013-14)


Reference is hereby made to the Assessment Roll in and for said assessment proceedings on file in the office of the Clerk of the Board of Education, as said Assessment Roll is too voluminous to be bound with this Engineer's Report.

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: April 24, 2013

From: Sheri Gamba 
Associate Superintendent Business Services

Agenda Item: G.1

Subject: Board Policy #6153.1 – School Sponsored Study Trips: College Going Culture – First Reading

Background Information:

The Board has advocated for and supported efforts to create and improve upon a college going culture for the benefit of students in the West Contra Costa Unified School District.

The most prominent of these programs is the Ivy League Connection. The Ivy League Connection is an innovative and ground breaking program that benefits the students in the West Contra Costa Unified School District; it has been recognized nationally through the National School Boards Association with the Magna Award in 2010 and within the State of California with the Golden Bell Award from the California School Boards Association in 2011. It has been operating through a combination of support from donors, currently administered through the West Contra Costa Public Education Fund, and School District Funds.

As the program has grown in size and prominence it has become evident that the School District should provide policy level guidance as to the program and its operation. This Board Policy will guide the District toward recognizing and supporting the benefits of the program in the long term as well as framework for other programs involving study trips which support the college going culture. This policy will provide the parameters for compliance to related Board Policies, such as expense reimbursements and Education Code related to Student Study Trips and District expenses.

Recommendation: Review new Board Policy which will then be recommended for adoption at the May 1, 2013 Board meeting.

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

West Contra Costa USD

Board Policy

District/School Sponsored Study Trips: College Going Culture/Ivy League Connection

BP 6153.1

Instruction

The Board supports the effort to create and improve upon a college going culture for the benefit of students in the West Contra Costa Unified School District. This policy shall be used and apply to all Study Trips for students for college programs or visits which may be co-sponsored by various organizations.

The Ivy League Connection Summer Scholarship Program is a jointly-sponsored project of the District and the Ivy League Connection, an unincorporated association. The purpose of the project is to promote a college going culture in the high schools of the District by providing an opportunity for students to participate in classes and educational programs at certain highly selective colleges and universities during the summer break. While enrolled in these summer programs, students tour other colleges, interact with college officials in formal and informal settings, and serve as ambassadors of the District so that college recruiters will continue to consider District students as candidates for admission.

District-Sponsored Trip

The Ivy League Connection Summer Scholarship Program, or other Student Study Trips identified with the "College Going Culture" effort, is a field trip/excursion and shall be subject to the requirements of Education Code section 35330 and BP 6153 (School Sponsored and Study Trips).

Authorized Expenses

The Board authorizes the District to contract and pay for student transportation by air to and from the out-of-state destinations of the respective colleges where summer educational programs are offered. Other expenses of students participating in these out-of-state field trips shall not be paid with District funds. (Education Code section 35330(b)(3))

Adult chaperones, certificated employees, and other District personnel and officials (including members of the Governing Board) who participate in administering the project shall have their travel and other expenses reimbursed in accordance with BP/AR 3350.

The Board authorizes an exception to these expense reimbursement limits in regard to certain dinners and receptions which are an integral part of the project in that they serve the purpose of strengthening the bonds between the District's students, its adult representatives, and the college

officials. No District funds shall be used to purchase alcoholic beverages in connection with such dinners and receptions. (Education Code section 32435(a))

Annual Budget Approval

A budget for District expenses to support the Ivy League Connection Summer Scholarship Program, or other "College Going Culture" Student Study Trip, shall be approved in advance by the Board on an annual basis.

Legal References:

Education Code section 35330

Education Code section 32435

Policy WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

adopted: April __, 2013, Richmond, California