

**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
May 15, 2013**

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
MEETING AGENDA
MAY 15, 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 Gateway High School

B.5 Report/Ratification of Closed Session

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

B.7 Minutes: April 24, 2013; May 1, 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 May 15, 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 May 15, 2013. Staff recommends acceptance of those 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 May 15, 2013.

Recommendation:
Recommend Approval

Fiscal Impact:
Additional revenue for schools

***CI C.4 Contracted Services**

Comment:
Permission is requested of the Board of Education to approve contracts for services as detailed, dated May 15, 2013.

Recommendation:
Recommend Approval

Fiscal Impact:
As noted per contracts summary

***CI C.5 Summary of Payroll and Vendor Warrant Reports**

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

Total of payroll warrants (April 2013):	\$ 9,168,631
Total of vendor warrants (April 2013):	\$ 24,901,498

Recommendation:
Recommend approval of the payroll and vendor warrant reports

Fiscal Impact:
As noted above

***CI C.6 Community Budget Advisory Committee (CBAC Report)**

Comment:
On April 25, 2013, the Community Budget Advisory Committee approved a resolution concerning the 2012-2013 Parcel Tax Expenditures and Scope of Measure D, finding that the expenditures budgeted for Fiscal Year 2012-2013 are within the stated purposes for Measure D funds. The Committee has requested this resolution be presented to the Board.

Recommendation:
For Information Only

Fiscal Impact:
None

***CI C.7 Letters In Support of Petition for Rehearing of *Borikas v. Alameda USD* and For Depublication**

Comment:

The recent Appellate Court decision in *Borikas v. Alameda USD* calls into question the practice of school districts utilizing a tiered structure for assessing parcel taxes. The court in *Borikas* held that such taxes must be imposed uniformly regardless of the type of property assessed. This ruling is contrary to what many school districts have done in the past and poses a particular challenge to the districts that have adopted tiered rates in the last election cycle (such as WCCUSD).

The Board is being requested to authorize the transmittal of two letters to the California Supreme Court. The letters have two purposes. The first letter is a letter requesting that the Supreme Court order the *Borikas* case to be de-published. If it is granted, the de-publication will mean that the *Borikas* opinion will lose any precedential value it now has (it ceases to be binding on other districts). The second letter asks the Supreme Court to review the opinion and overturn it, which will have the same effect as de-publication.

Recommendation:

That the Board authorize the transmittal of both letters

Fiscal Impact:

None

***CI C.8 Resolution No. 92-1213: Classified School Employee Week, May 19-25, 2013**

Comment:

The State of California has designated May 19-25, 2013 as Classified School Employee Week. We honor their time, their energy, and their commitment to the children of West Contra Costa Unified School District.

Recommendation:

Recommend Approval

Fiscal Impact:

None

***CI C.9 Revised Board Policy**

Comment:

The following revisions to Board Policies are presented to update current policies. The proposed revisions will provide clarity on leave and vacation for unrepresented staff, as well as, provide guidance on Health and Welfare benefits for unrepresented staff members.

BP 4361

BP 4354

Recommendation:

Recommend Approval

Fiscal Impact:

None

***CI C.10 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

Fiscal Impact:

Total for this action: \$442,046. Funding sources Measure J Bond and Measure D-2010 Bond.

***CI C.11 Ratification and Approval of Negotiated Change Orders**

Comment:

Staff is seeking ratification of Change Orders on the following current District construction projects: Ohlone ES Phase I New Classrooms; Portola MS Demolition; and Harding ES Foundation Ventilation. 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: \$106,796.00

***CI C.12 Ratification of Staff Awarded Contracts (CUPCCAA)**

Comment:

The District prepared the drawings and specifications for various project. Staff solicited bids per the California Uniform Public Construction Cost Accounting Act (CUPCCAA) Resolution #90-0809 (2009); Educ. Code § 22034. The Superintendent's designee has approved and executed contracts for the following projects.

•	Richmond HS	Lockers Project	Lyon Workspace Products	\$78,095.35
•	Kennedy HS	Lockers Project	Lyon Workspace Products	\$79,960.02
•	Coronado ES	VCT Refurbishment	School Specialty/Ed Essentials	\$56,200.00
•	Portola MS	Repurposing Furniture	Cor O Van Moving	\$51,000.00
•	Kennedy HS	VCT Removal and Installation	ERA Construction, Inc.	\$45,500.00
•	Coronado ES	Portable Disconnect	ERA Construction, Inc.	\$46,000.00
•	Portola MS	Utilities Connection/Misc. Repairs	ERA Construction, Inc.	\$45,285.00

• Kennedy HS	Locker demo/wall and floor work	Streamline Builders	\$45,260.00
• Coronado ES	Exterior Refurbishment	ERA Construction, Inc.	\$43,900.00
• Coronado ES	Misc. Interior Refurbishment	California Constructores	\$41,665.00
• Coronado ES	Misc. work at interim campus	ERA Construction, Inc.	\$38,000.00
• Nystrom ES	Misc. work at interim campus	AM Woo Construction	\$37,735.50
• Grant ES	Portable Utilities Connection	ERA Construction, Inc.	\$34,000.00

All contracts approved by District staff must be ratified by the District's Board.

Recommendation:

Ratify staff awarded contracts as noted above

Fiscal Impact:

Total ratification by this action: \$642,600.87

***CI C.13 Ratification of Staff Awarded Contract: De Anza Move, Furniture & Equipment Removal & Debris Off-Haul**

Comment:

District prepared plans and specifications for the project. Scope of work includes: Moving of Administration and staff office records and files, storage items, library books and other printed materials, Shop and Science lab equipment, classroom educational material & books, sporting equipment and all other labeled miscellaneous items from the old existing campus to the designated rooms in the adjacent new campus at the same site. Scope of work also includes: (i) removal and (ii) repurposing of all furniture and equipment and (iii) debris off haul.

The District conducted a public bid process for the project. Bids were received on April 25, 2013. Two contractors submitted bids. They are as follows: Crown WMS \$99,438; Corovan \$131,960. The apparent low bidder is Crown WMS.

In consideration of the need to complete the work expeditiously, the Superintendent's designee authorized award of a contract for the project to the lowest responsive, responsible bidder: Crown WMS.

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

Recommendation:

Ratify staff awarded contract

Fiscal Impact:

\$99,438. Project will be funded from Measure J.

***CI C.14 Lease Agreement between the District and Marina Westshore Partners LLC, a California limited liability company regarding temporary Office Space for the District's Facilities Operation Center**

Comment:

The District has outgrown its current Facilities Operation Center ("FOC") and intends to relocate the FOC and staff to a new District owned site within the next eighteen (18) to twenty-four (24) months. In

the interim, short term office space is required while the new FOC site is identified and renovated, as appropriate, to house FOC activities. A property located at 1400 Marina Way South, Richmond CA, meets the FOC's current space needs. It is vacant, and no rent will be due until January 2014. In addition, although the initial term is for five (5) years, there is a Right to Cancel (with 90 days written notice) at any time after the first fifteen (15) months of tenancy, making it an ideal property for the FOC and accommodates its immediate need for space with the flexibility necessary for the FOC's eventual move into a larger, permanent facility.

Basic Terms of Lease:

<u>Commencement Date:</u>	May 16, 2013	
<u>Premises:</u>	1400 Marina Way South, Richmond CA, 94804	
<u>Rentable Area of the Premises:</u>	23,040 square feet	
<u>Term:</u>	Five (5) years and 2 months, plus one Five (5) year option	
<u>Right to Cancel:</u>	District has right to Cancel this Lease after 15 months	
<u>Monthly Base Rent:</u>	<u>Year</u>	<u>Rent/Square Foot</u>
	Months 1 – 8	Free to Tenant through 12-31-13
	Months 9-12	\$ 1.95 / Industrial Gross
	Year 2	\$ 1.95
	3	\$2.01
	4	\$2.04
	5	\$2.07

Tenant's Share of
Operating Expenses: Industrial Gross Lease. In addition to the Base Rent, District is responsible for its own gas, electric, phone and data services, and janitorial service for its demised area only.

Recommendation:

Approve Lease Agreement for FOC office space at 1400 Marina Way South, Richmond, CA 94804

Fiscal Impact:

No fiscal impact until January, 2014; \$1.95 sq. ft. / Industrial Gross with annual, nominal escalators.

***CI C.15 Contra Costa County School Boards Association Representative**

Comment:

The Contra Costa County School Boards Association (CCCSBA) provides a link between local school boards, the County Board of Education (CCBOE), and the Contra Costa Community College District (CCCCD) in order to preserve, advance, and improve public schools.

Board Member Randall Enos has volunteered to serve as a director representing the WCCUSD Board of Education to the Contra Costa County School Boards Association, while representing the District in planning, meeting preparation and information for all board members in the county.

Recommendation:

Recommend the Board appoint Mr. Enos as representative to the Contra Costa County School Boards Association.

Fiscal Impact:
None

***CI C.16 Organizational Change / Job Description**

Comment:

With the departure of Joe Abrego as the district's Executive Director of Technology, the new requirements of the Common Core State Standards and approval of the debt limit waiver, it is necessary to consider a change in the district's organization.

Recommendation:

That the Board approve the job description for the Chief Technology Officer to replace the Executive Director of Technology and an organization change to have the Chief Technology Officer report directly to the Superintendent.

Fiscal Impact:
\$25,000

D. AWARDS, RECOGNITIONS, AND REPORTS

*** D.1 Ivy League Summer Programs: Students from El Cerrito High School, Pinole Valley High School, Hercules High School, De Anza High School, Richmond High School and Middle College High School will participate in college readiness programs offered at respective Ivy League Universities**

Comment:

The Ivy League Connection program has been an integral college awareness program in the West Contra Costa Unified School District for the last eight years. Each year students at our respective high schools participate in a rigorous screening process in order to gain acceptance into a summer program at an Ivy League university. The Ivy League Connection has grown tremendously over the years through the contributions of benefactors and corporations vested in providing educational opportunities for our students. This summer, West Contra Costa Unified School District will be sending thirty-nine students to various Ivy League universities including Cornell University, Columbia University, Brown University, The University of Pennsylvania, Yale University and the "Ivy League of the South": Vanderbilt University. The school district is proud to honor these outstanding students for their determination and willingness to accept this unique challenge, and we are confident they will serve as positive ambassadors representing the West County school community.

The District would like to thank the following sponsors for their contributions: IBEW/NECA LMCC Statewide; Contra Costa Chapter National Electrical Contractors Association (NECA); NorCal Chapter, NECA; Carpenters, Local 152; UA Local 342; AMANCO; Deems, Lewis and McKinley Architects; WLC Architects; Baker/Vilar Architects; Grossmann Design Group; Interactive Resources; Seville Group; Quattrocchi Kwok Architects; Sally Swanson Architects; Davillier Sloan; Employer Advocates; Powell and Partners; Electrical Contractors Trust Alameda County; GCR LLP; Piper Jaffray & Co.; De La Rosa & Company; KNN Public Finance; Orbach, Huff & Suarez LLP; Reginald Terrell, Aeko Consulting; HMC Beverly Pryor Architects.

The District also thanks this year's chaperones Alfredo Chan-Law, Cheryl Lilhanand, Michael Mannix, Nathan Enfield, John Hillyer, Tiffani Neal and Tracey Singh-Poole. Their efforts to schedule college visits and meetings with admissions officers' affords insight to the students and greater exposure for the District.

Additionally, appreciation is extended for scholarships provided from partner schools Brown, Columbia, Cornell, Vanderbilt, Yale, and the University of Pennsylvania. A special thank you is also extended to Don Gosney for his help with the program and photographs.

Recommendation:

For Recognition Only

Fiscal Impact:

None

* **D.2 WCCUSD Common Core Standards Project Plan Update**

Comment:

Educational Services Staff will give an update on the Common Core Project Plan, the district's short term pathway to implementing the Common Core Standards.

Recommendation:

For Information Only

Fiscal Impact:

None

* **D.3 Bond Finance – Review of Outstanding Bonds and Refunding Analysis**

Comment:

In accordance with the newly adopted Board Policy #7214.3, Dave Olsen of KNN Public Finance will present the board with information on the current outstanding bonds with an analysis of potential refunding opportunities. Refunding opportunities identified to be within the Board's parameters will be highlighted along with a recommended timeline of activities for action on any bonds meeting the criteria.

Recommendation:

For Information Only

Fiscal Impact:

None

* **D.4 Standing Reports**

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

Academic Subcommittee
Bayside Parent Teacher Association
Citizens' Bond Oversight Committee
College and Career Readiness Academies
Community Budget Advisory Committee
Facilities Subcommittee
Ivy League Connection

Public Employees Local 1
Safety Committee
School Supervisors Association
Technology Committee
United Teachers of Richmond
Youth Commission

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 Restoration of Elementary Instrumental Music**

Comment:

In early 2009 during the height of the great recession and the severe reduction in state funding, the District eliminated the elementary instrumental music program. For many years, the District had employed four instrumental music teachers to provide 'pull-out' services in each elementary school as well as a full-time instrumental music coordinator who also provided organization and management for the middle and high school programs. While a few schools have been able to restore after-school instrumental music through grants and fund raisers, most elementary schools have not had the resources to do so.

At the special meeting regarding the Portola feeder pattern on March 27, 2013, the Board discussed a long-term strategy to enhance the fine arts in WCCUSD with the possibility of creating an arts academy at El Cerrito High School. With the District and community currently engaged in an effort to develop a 2013-2018 strategic plan, the arts enhancement effort will clearly be part of that plan development.

At March 27, 2013 meeting, the Board gave direction to bring an action item to the Board that would initiate the restoration of an elementary instrumental music program for the 2013-14 school year in the El Cerrito High School attendance family. At the April 10, 2013 meeting the Board approved adding instrumental music beginning with the 2013-14 school year at Madera, Kensington, Washington, Stege,

Fairmont, Harding and Mira Vista Elementary schools and directed the Superintendent to bring a phased plan to reinstitute elementary music at the other elementary schools.

Restoration of the elementary music program will proceed in two phases. In addition to the schools in the El Cerrito High School family, the instrumental music program will be added at schools where the traditional program could be most effectively resumed for 2013-14: Riverside, Ellerhorst, Bayview, Valley View, Hanna Ranch, Olinda, Lupine Hills, Highland, Ohlone, Stewart, Murphy and Sheldon. During the 2013-14 school-year, the District will engage the community in a planning process to determine what kind of instrumental program would best meet the needs and interests of the other elementary schools. For the 2014-15 school-year, instrumental music will be added at: Wilson, Shannon, Nystrom, Collins, Montalvin, Ford, Chavez, Grant, Tara Hills, Coronado, Lake, Dover, Downer, Verde, Peres, King, and Lincoln. The other elements of the restoration and enhancement of the arts would follow the timeline and action strategies of the 2013-2018 strategic plan.

Recommendation:

That the Board authorize that the 2013-14 budget include the equivalent of a maximum of 3.0 full-time equivalent positions in elementary instrumental music teaching and coordination and with additional 2.0 full-time equivalent positions added for the 2014-15 school year.

Fiscal Impact:

Approximately \$240,000 from the General Fund for 2013-14

* **F.2 Public Hearing and Adoption of Initial Bargaining Proposal from the Public Employees, Local One to West Contra Costa Unified School District**

Comment:

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

Recommendation:

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

Board Adoption of Initial Bargaining Proposal

Comment:

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

Recommendation:

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

Fiscal Impact:

To Be Determined

*** F.3 Public Hearing and Adoption of Initial Bargaining Proposal from the West Contra Costa Unified School District to the Public Employees, Local One**

Comment:

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

Recommendation:

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

Board Adoption of Initial Bargaining Proposal

Comment:

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

Recommendation:

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

Fiscal Impact:

To Be Determined

*** F.4 Proposal to Relocate West Contra Costa Unified School District Community Day Program**

Comment:

West Contra Costa Unified School District Community Day program aims to meet the social, emotional and educational needs of students in grade 7 – 12 that have at risk behavior with the intent of eventually returning them to the comprehensive setting with the skills to be successful. The District is proposing to contract with the Contra Costa County Office of Education to manage the District's Community Day Program at one of their county locations.

Recommendation:

Recommend Approval

Fiscal Impact:

\$179,000.00 General Funds

G. DISCUSSION ITEMS

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

I. COMMENTS OF THE BOARD OF EDUCATION AND SUPERINTENDENT

J. THE NEXT SCHEDULED BOARD OF EDUCATION MEETING

Lovonya DeJean Middle School – June 12, 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

May 15, 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
- c. American Standards Properties 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: May 15, 2013

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

Agenda Item: B.4

Subject: Presentation of Student Board Representative from Gateway High School

Background Information:

A Student Board Representative from Gateway High School will attend the Board of Education on May 15, 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 _____

**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 24, 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 6:33 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; Darlene Almeida, Special Ed Administrator; Steve Collins, SELPA Director; Bill Fay, Associate Superintendent Operations; 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; Barbara Jellison, Food Service Director; Darlene Jones, Special Education Administrator Retired; Keith Holtslander, Director of Facilities; Reyna Ortiz de Touriel, Interpreter; Denise Pinney, Tara Hills Elementary Principal; Joe Mayes, Maintenance Manager; Cecilia Mendoza, K-12 Executive Director; Ken McDaniel, Maintenance Supervisor; Lyn Potter, Director Categorical/Instructional Support Services; Nia Rashidchi, Assistant Superintendent, Education Services; Vince Rhea, Gompers High School Principal; Ken Whittemore, Assistant Superintendent Human Resources; Guy Zakrevsky, Education Services Coordinator

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

Yolanda Jimenez provided a report of activities at Gompers High School.

B.5 Report/Ratification of Closed Session

Superintendent Harter asked the Board to ratify action taken in Closed Session to appoint Linda Wilkinson and Katherine Acosta as elementary principals for 2013-2014.

MOTION: Mr. Ramsey moved approval of the action taken in Closed Session to appoint administrators. Mr. Groves seconded. Mr. Enos, Mr. Groves, Mr. Ramsey, Ms. Merriweather, and President Kronenberg voted yes, with no abstentions and no absences. Motion carried 5-0-0-0.

B.6 Agenda Review and Adoption

MOTION: Mr. Ramsey requested moving items F.1, G.1 and D.2 up on the agenda and moved approval of the agenda with those changes. Mr. Groves seconded. Mr. Enos, Mr. Groves, Ms. Merriweather, Mr. Ramsey, Student Representative Yolanda Jimenez (advisory vote only), and President Kronenberg voted yes, with no abstentions and no absences. Motion carried 5-0-0-0.

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

MOTION: Mr. Groves moved approval of the Minutes of March 18, 2013 and April 10, 2013. Ms. Merriweather seconded. Mr. Enos, Mr. Groves, Ms. Merriweather, Mr. Ramsey, Student Representative Yolanda Jimenez (advisory vote only), and President Kronenberg voted yes, with no abstentions and no absences. Motion carried 5-0-0-0.

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

Ms. Gamba explained that the Tier III Flexibility Program is a component of the 2013-14 budget requiring separate action from the budget adoption. She explained the list of Tier III Flexibility programs with no effect to the Adult Ed programing and simply a compliance action. She also explained that this action would become mute should the Governor's proposed budget be approved to include the Local Control Funding Formula.

President Kronenberg opened the public hearing.

Public Comment:

Kristen Pursley, Janet Johnson, Bob Mandel, Ken Ryan, Genesis Torres, Gregoria Cardenas, Julie Lemoine, Awaiff Saeidah, Estela Banuelos, Tom Chin

President Kronenberg closed the public hearing.

Board Comment:

Mr. Ramsey spoke about the Board maintaining Adult Education programing.

MOTION: Mr. Ramsey moved approval of Resolution No. 81-1213 Tier III Categorical Flexibility. Mr. Enos seconded. A roll call vote was taken with Mr. Enos, Mr. Groves, Ms. Merriweather, Mr. Ramsey, Student Representative Yolanda Jimenez (advisory vote only), and President Kronenberg voting yes, with no abstentions and no absences. Motion carried 5-0-0-0.

G.1 BP 6153.1 School Sponsored Study Trips

Ms. Gamba asked for approval to create policy to establish a framework for programs like the Ivy League Connection and others. This will establish statutes and framework for transparency for duties as a school district.

Public Comment:

Don Gosney

Board Comment:

Mr. Ramsey said he felt it was long overdue to formalize and establish such a process.

Mr. Enos thanked Mr. Gosney for his time spent to provide incite into this issue.

Mr. Groves asked staff to look into federal per diem funding patterns in order to provide a well-funded per diem for staff members.

Ms. Merriweather said she agreed about being transparent to the public.

President Kronenberg spoke about transparency for the ILC and other programs that may come to the District.

D.2 Report on Gateway to College

Dr. Guy Zakrevsky introduced Dr. Karl Debro who oversees the program at Contra Costa College. Mr. Debro explained that the Gateway to College program was a vision of retired college president McKinley Williams. Dr. Debro thanked the Board for the opportunity for young people to turn their education around, who for whatever reason were not able to be successful in traditional high school programs. He boasted that their program outperformed other national programs in attendance. He gave information about student's Fall collective GPA's as 1.41 and rising by the end of their first semester to 2.41. Jaime Olivares, Maria Lara, Taeao "Austin" Tauanuu spoke about their experiences. Dr. Zakrevsky also recognized the counselor and teacher in the program.

Public Comment:

None

Board Comment:

Mr. Ramsey spoke about the feeling accompanying good self-esteem empowering the student to turn around to be a good role model.

Student Representative Yolanda Jimenez said she thought the students were doing a job. She encouraged them to look for others who need help, and reach out to them.

Ms. Merriweather said she was proud of their accomplishments and putting education first she hoped they were glad for a second chance.

President Kronenberg offered congratulations to the students and Dr. Debro. She remarked about the success of both this program and the Middle College program. Contra Costa College is the next step for great majority of students.

Mr. Ramsey recommended a modification to the agenda to take items F.2, F.3, F.4 and F.5 next.

MOTION: Mr. Ramsey moved to modify the order of the agenda. Mr. Enos seconded. Mr. Enos, Mr. Groves, Ms. Merriweather, Mr. Ramsey, Student Representative Yolanda Jimenez (advisory vote only), and President Kronenberg voted yes, with no abstentions and no absences. Motion carried 5-0-0-0.

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

Mr. Whittemore explained that due to reduction in categorical funding it is necessary to reduce work hours for some classified employees. He said that the District has notified Public Employees Union, Local One.

Public Comment:

None

Board Comment:

None

MOTION: Mr. Ramsey moved approval of Resolution No. 84-1213: Authorization to Eliminate and/or Reduce Classified Positions and Layoff Classified Employees. Mr. Enos seconded. Mr. Enos, Mr. Groves, Mr. Ramsey, Student Representative Yolanda Jimenez (advisory vote only), and President Kronenberg voted yes, with Ms. Merriweather abstaining and no absences. Motion carried 4-0-1-0.

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

Mr. Whittemore explained that this was an opportunity to sunshine the proposal and it will be brought back to the Board for action at a later date.

Public Comment:

None

Board Comment:

None

MOTION: Mr. Ramsey moved approval of Presentation of Initial Bargaining Proposal from WCCUSD to School Supervisors Association. Mr. Enos seconded. Mr. Enos, Mr. Groves, Ms. Merriweather, Mr. Ramsey, Student Representative Yolanda Jimenez (advisory vote only), and President Kronenberg voted yes, with no abstentions and no absences. Motion carried 5-0-0-0.

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

Mr. Whittemore explained that this was an opportunity to sunshine the proposal and begin the negotiation process.

Public Comment:

None

Board Comment:

None

MOTION: Mr. Ramsey moved approval of Initial Bargaining Proposal – School Supervisors Association (SSA) to the West Contra Costa Unified School District. Ms. Merriweather seconded. Mr. Enos, Mr. Groves, Ms. Merriweather, Mr. Ramsey, Student Representative Yolanda Jimenez (advisory vote only), and President Kronenberg voted yes, with no abstentions and no absences. Motion carried 5-0-0-0.

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

Ms. Gamba provided information regarding notice of public hearing at the same time as budget adoption.

Public Comment:

None

Board Comment:

None

MOTION: Mr. Ramsey moved approval of Resolution No. 83-1213 Intention to Levy Assessments for Fiscal Year 2013-14, Preliminarily Approving Engineer's Report. Mr. Groves seconded. Mr. Enos, Mr. Groves, Ms. Merriweather, Mr. Ramsey, Student Representative Yolanda Jimenez (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 Summary of Payroll and Vendor Warrant Reports

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

This item was pulled for discussion and separate action.

C.6 Routine Personnel Changes – Classified

C.7 Resolution No. 85-1213: California "Day of the Teacher"

C.8 Resolution No. 86-1213: National "Day of the School Nurse"

C.9 Ratification and Approval of Engineering Services Contracts

C.10 Ratification and Approval of Negotiated Change Orders

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

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

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

C.14 Downer Elementary School Restroom Renovations Award of Contract

C.15 Kensington Elementary School Restroom Renovations Award of Contract

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

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

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

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

MOTION: Mr. Ramsey moved approval of Consent Items C.1 – C.4, C.6 – C.19. Mr. Enos seconded. Mr. Enos, Mr. Groves, Ms. Merriweather, Mr. Ramsey, Student Representative Yolanda Jimenez (advisory vote only), and President Kronenberg voted yes, with no abstentions and no absences. Motion carried 5-0-0-0.

D. AWARDS, RECOGNITIONS, AND REPORTS

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

Director Barbara Jellison provided a report on the expansive food service program for children in the District.

Public Comment:

None

Board Comment:

Mr. Ramsey thanked staff and commented on the critical need.

Mr. Enos thanked Ms. Jellison and her department for their help to assist students understand the importance of what they are eating.

Mr. Groves commended the enormous new programs and Ms. Jellison's thinking and flexibility. He said the presentation is a great reflection on what they've accomplished.

Ms. Merriweather thanked Ms. Jellison and said she was excited to learn about the new supper program. Ms. Jellison participated in a webinar to urge other districts to introduce this program for children who are in schools for long days. Many children are hungry and the Board continues to support the program.

President Kronenberg commented that it is an interesting time in our culture where a school district's role is to feed children.

D.2 Report on Gateway to College

This item was moved to follow item G.1.

D.3 Standing Reports

United Teachers of Richmond. Diane Brown said she was pleased at the Board's renewed commitment to the Adult School education. She commented about the Tier III funding becoming general fund money. If that is the case, she said she hoped the Board will give consideration of the funds for several areas such as class size reduction for K-12, PE department improvements, health care and EL classes.

Ivy League Connection. Don Gosney spoke about this year's selected students and the tasks they are asked to do in preparation. He spoke of the upcoming May 15 board meeting where ILC members, parents and chaperones will be presented to the Board for recognition. Mr. Ramsey announced dates for upcoming dinners. Mr. Ramsey also spoke of students who have been accepted into colleges as freshmen.

Academic Subcommittee. Ms. Rashidchi reported on recent town hall meeting regarding Common Core Standards and assessments. She said that over 500 parents and teachers attended. The overall feedback was extremely positive. The next subcommittee meeting is scheduled for May 14 at Helms Middle School, where the subject will include response to instruction and intervention, and review of the project for Common Core.

Citizens' Bond Oversight Committee. President Kronenberg spoke about the recent meeting where discussion included update of the website and meeting needs of current committee members.

Facilities Subcommittee. Mr. Ramsey reported on a recent special meeting to address issues regarding El Cerrito High School's ventilation. He said they also heard updates on the Helms Middle School partnership with San Pablo around the community center and soccer field. He also commented about the upcoming May 9 State Board of Education meeting. The next subcommittee meeting will be held May 14.

College and Career Readiness. Cecilia Mendoza provided an update of Linked Learning projects. She reported on the AB790 grant status, mentor status, participation in strategic planning, and reaching out to other local districts interested in becoming linked learning districts. She said that WCCUSD is one of four districts in the state to receive mentor status. She also reported in the upcoming Residency event scheduled for May 21 and 22 at El Cerrito High School which will show cases all 22 academy pathways. She said that critical friends will attend, observe, and provide feedback. The Academy Awards will be the culminating event and will honor students. Mr. Greer spoke about Congressman George Miller who spoke so highly about the linked learning academy awards.

Safety Committee. Ms. Merriweather announced the next meeting for May 2nd at DeAnza High School. This will be opportunity to meet with the Strategic Planning Committee. She said that everyone is invited to discuss concerns about safety.

D.4 In Memory of Members of the School Community

Superintendent Harter recognized the contributions of members of the community who have passed away.

Public Comment:

None

Board Comment:

None

E. PUBLIC AND COMMITTEE COMMUNICATIONS

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

E.1 Superintendent's Report

Superintendent Harter provided a report of activities in the District.

Student Representative Yolinda Jimenez left the meeting for the evening.

E.2 WCCUSD Public Comment

Guillermo Aguinaga, Kate Bloomer, Chris Silva, Mallory Byrne, Helen Burks, JJ Thorpe, Lisa Weaver, Bryan Brandon, Virginia Arvizu, Colleen George

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

Ms. Gamba provided background about the District's bond finance program regarding investor relations and bond refunding. She said that these policies came before the Board and the Citizens' Bond Oversight Committee in April for review and consideration. She introduced the bond finance advisory team of Krishna Pettit of GCR LLP, Dave Olson of KNN Public Finance, Jeff Barratta of Piper Jaffrey, and Katherine Perkins of De La Rosa and Company.

Public Comment:

None

Board Comment:

Mr. Ramsey asked for clarification regarding terminology used. Ms. Pettit responded with information regarding outreach to investors at any time. Ms. Gamba clarified further. Mr. Ramsey continued with questions about correspondence regarding investor outreach. Ms. Pettit clarified. Discussion continued regarding competitive sales. Mr. Olson, Mr. Barratta and Ms. Perkins provided background and details. Suggested edits were discussed.

MOTION: Mr. Ramsey moved approval of BP 7214.4 Investor Relations and BP7214.3 Bond Refunding with the recommended changes. Mr. Enos seconded. A roll call vote was taken with Mr. Enos, Mr. Groves, Ms. Merriweather, Mr. Ramsey, and President Kronenberg voting yes, with no abstentions and no absences. Motion carried 5-0-0-0.

F. ACTION ITEMS

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

This item was moved to follow item B.7.

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

This item was moved to follow item D.2.

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

This item was moved up earlier on the agenda.

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

This item was moved up earlier on the agenda.

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

This item was moved up earlier on the agenda.

G. DISCUSSION ITEMS

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

This item was moved to follow item F.1.

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

None

I. COMMENTS OF THE BOARD OF EDUCATION AND SUPERINTENDENT

Ms. Merriweather thanked principals and teachers for recruiting parents to attend the recent Academic Town Hall. She said that over 500 parents attended. She thanked staff for the hard work.

Mr. Enos spoke about the Day of the Teacher resolution and commended teachers for their success in dealing with students. He acknowledged optimism about upcoming contract negotiations.

Mr. Ramsey congratulated his daughter for her acceptance at Sarah Lawrence College.

President Kronenberg reported on the recent Ed Fund Teachers of the Year awards recognition. She said that Ms. Beth Levine has been chosen to move to the county level of Teacher of the Year.

J. THE NEXT SCHEDULED BOARD OF EDUCATION MEETING
Lovonya DeJean Middle School – May 1, 2013

K. ADJOURNMENT
President Kronenberg adjourned the meeting at 9:32 P.M.

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

BH:dh

**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

May 1, 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 6:33 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; Steve Collins, SELPA Director; Cheryl Cotton, Director Human Resources; Linda Delgado, Coordinator Ed Services; Bill Fay, Associate Superintendent Operations; Luis Freese, Executive Director Maintenance/Operations; Sheri Gamba, Associate Superintendent for Business Services; Wendell Greer, Associate Superintendent K-Adult Schools; Bruce Harter, Superintendent; Debora Haynie, Executive Secretary; Joshua Herrera, Electronics Technician; Keith Holtslander, Director of Facilities; Joe Mayes, Maintenance Manager; Reyna Ortiz de Touriel, Interpreter; Daniela Parasidis, Director Business Services; Lyn Potter, Director Curriculum/Instruction; Nia Rashidchi, Assistant Superintendent, Education Services; Adam Taylor, K-12 Executive Director; Ken Whittemore, Assistant Superintendent Human Resources

B.4 Presentation of Student Board Representative from North Campus High School

Nellie Rodriguez provided a report of activities at North Campus High School.

B.5 Report/Ratification of Closed Session

Superintendent Harter asked the Board to ratify action taken in Closed Session to appoint Extended Learning Summer School Principals for 2013:

Olanrewaji Ajayi at Stege Elementary
Wendy Forrest at Montalvin Elementary
Lisa Levi at Washington Elementary
Kim Moses at Ford Elementary
Greg Santiago at Grant Elementary
Julio Franco at the 7-12 program at Richmond High School
Rene Lama at the 7-12 program at Kennedy High School
Patrick Martin at the 7-12 program at Crespi Middle School
Alison Makela at the Special Education program at Tara Hills Elementary
Eric Peterson at the Special Education program at Fairmont Elementary

MOTION: Mr. Ramsey moved approval of the action taken in Closed Session to appoint Extended Learning Summer School Principals for the 2013 program. Mr. Enos seconded. Mr. Enos, Mr. Groves, Mr. Ramsey, Ms. Merriweather, and President Kronenberg voted yes, with no abstentions and no absences. Motion carried 5-0-0-0.

B.6 Agenda Review and Adoption

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

D.1 Recognition of Crespi Middle School Science Team Participation in the Morgan Garrett Sustainable Energy Project

Mr. Adam Taylor introduced the talented students who represented the District and their school in a national competition regarding transportation. Teacher Ms. Gail Pavlich and the students shared experiences related to their entry for producing ethanol from cellulose products. Principal Patrick Martin presented the students with certificates of recognition.

Public Comment:

None

Board Comment:

Board members congratulated the students individually and offered congratulations.

D.2 Report on Young Scholars Program

Mr. Thomas Scott introduced several students who spoke about their experiences with the Young Scholars Program and their impressions of college visits. Speakers included El Cerrito High Juniors Juanita Stephen and Jovontae Carleton, Pinole Valley High Senior Blake Evans, and Kennedy High Senior Charles Rhodes. Mrs. Pamela Carter, parent of DeAnza 10th grader James Carter, spoke about the commitment, honor and privilege to participate in this program. Mr. Douglas Sanders, YSP Mentor, commended Mr. Scott and program founder Jacqueline Rushing.

Public Comment:

None

Board Comment:

Board members individually congratulated the students and spoke of their impressions of these young people as ambassadors for the District.

F.1 Caliber Schools Charter Submission Staff Recommendation

Superintendent Harter reported that following publishing of the District's findings, Caliber Charter submitted a written response to those findings. He then read into the record two modifications to the District's Finding of Fact. The first modification pertained to Exhibit "A", Section I, Subsection A #1 (d):

It is unclear from its budget what loan amount the Charter Schools assumes it will receive. Subsequent to submission of the Petition, the Petitioners informed the District that the Charter School will receive a maximum loan amount of \$775,000 by December 2017, and referenced a pledge letter from the Beller/Moses Family foundation, Inc., as evidence that they will receive such loan funds. The fact that the Charter School will be dependent on a private loan to keep it from deficit spending in the first 5 years of operation is problematic.

The second modification Dr. Harter referenced pertained to Exhibit A, Section II, Subsection H, with the removal of paragraph #2.

Amended copies were provided to the Board and the audience.

Dr. Linda Delgado, Coordinator Ed Services, provided detailed information regarding the staff review and findings of the charter school petition. She informed the Board that the staff recommendation is to deny the Caliber School petition.

Lead Petitioner Allison Akhounkh spoke on behalf of Caliber Schools saying the school continues to want to work in partnership with the District and is committed to creating a school that will prepare students for success in competitive four year colleges. She spoke of the strong community support and demand, the team's demonstrated track record of success, an innovative school design to meet needs of all students, and a solid financial plan. She continued by saying that they have prepared a detailed response to each of the District's findings and respectfully requested the Board to approve their charter petition.

Public Comment:

Laura Villanueva, Katie Vasquez, Yasmin Barraza, Kimberly Rodriguez, Amureli Rivera Mejia, Hillary Harmssen, Matt Arciniega, Ebony Lovely, Nancy Mojica, Jacqueline Trimmer, Diane Brown

Board Comment:

Ms. Merriweather asked questions of the Caliber representatives regarding personal learning and an adaptive online curriculum. Caliber staff described their self-directed learners approach to include a winter break camp to address learning loss during the summer months and modification to the traditional school year calendar.

President Kronenberg had questions regarding budgeting funds available.

Mr. Groves said he appreciated that this group wants to help students of West County. He said he thought that with further work they could return to ask the Board to consider a sound educational program.

Ms. Merriweather spoke of her concerns and staff's thorough review of all elements of the plan. She felt that just meeting legal requirements is not enough, a very sound program is necessary.

President Kronenberg spoke about Caliber's opportunity to withdraw the petition and rework in order to address the District's findings. She was saddened that the opportunity was not taken to remedy the concerns.

Mr. Ramsey said he strongly believed in District staff's capacity to be fair and reasonable. He spoke about the District's relationship with existing charter schools. He emphasized that a charter school must be prepared and thorough when presenting a charter petition. He supported the staff recommendation to deny the charter.

MOTION: Mr. Enos motioned to adopt the staff findings and deny the Caliber Schools Charter School Petition. Ms. Merriweather seconded. A roll call vote was taken with Mr. Enos, Mr. Groves, Ms. Merriweather, Mr. Ramsey, Student Representative Nellie Rodriguez (advisory vote only), and President Kronenberg voting yes, with no abstentions and no absences. Motion carried 5-0-0-0.

C. BUSINESS ITEMS

- C.1 Notice of Completion: Bid 3601211-12 Kennedy High School Quad Renovations**
- C.2 Board Policy 6153.1 – School Sponsored Study Trips: College Going Culture**
- C.3 Presentation of Initial Bargaining Proposal from WCCUSD to Public Employees, Local**
- C.4 Presentation of Initial Bargaining Proposal from Local One to the West Contra Costa Unified School District**
- C.5 Ratification and Approval of Engineering Services Contracts**
- C.6 Ratification and Approval of Negotiated Change Orders**
- C.7 Approval of Program and Construction Management Contract**
- C.8 Ratification of Staff Awarded Contract (CUPCCAA): JFK Park Restoration – Landscape Design Build**
- C.9 Ratification of Staff Awarded Contract (CUPCCAA): JFK Park Restoration - Paving and Fencing**
- C.10 Ratification of Staff Awarded Contract (CUPCCAA): Olinda Elementary School Roofing**
- C.11 Oregon Shakespeare Festival**
- C.12 Approval of Board Members Travel**

MOTION: Mr. Ramsey moved approval of Consent Items C.1 – C.12. Mr. Enos seconded. Mr. Enos, Mr. Groves, Ms. Merriweather, Mr. Ramsey, Student Representative Nellie Rodriguez (advisory vote only), and President Kronenberg voted yes, with no abstentions and no absences. Motion carried 5-0-0-0.

D. AWARDS, RECOGNITIONS, AND REPORTS

- D.1 Recognition of Crespi Middle School Science Team Participation in the Morgan Garrett Sustainable Energy Project**
This item was moved to follow item B.6.
- D.2 Report on Young Scholars Program**
This item was moved up on the agenda.
- D.3 Report on the District's Families in Transition**
Ms. Julie Luera, Student Support Services Supervisor, provided a report on foster care youth, group homes and homeless families. She said that the District has partnered with community organizations such as Greater Richmond Interfaith Program (GRIP). Lynna Magnuson-Parrish and Sallie Vilaysak, Outreach Community Specialists with

GRIP, spoke about meeting the needs of students, providing school transfers if applicable, bus passes, school supplies, and more. They also told of success stories regarding families in need of shelter.

Public Comment:
None

Board Comment:
Mr. Groves thanked staff for the important and delicate services provided for community.

President Kronenberg remarked on the extraordinary work to meet the needs of the numbers of students and families.

D.4 Report on Student Demographics

Ms. Gamba provided a report on the ten year student population projections.

Public Comment:
None

Board Comment:
None

D.5 Budget Update

Ms. Gamba reported on preparation of the 2013-14 year budget.

Public Comment:
None

Board Comment:
Ms. Merriweather asked about expenditures regarding the community schools program. Ms. Gamba responded.

D.6 Standing Reports

Academic Subcommittee. Ms. Rashidchi announced the next meeting for May 14, 6:30 PM at Helms Middle School. Discussion topics will include a response to instruction and intervention, and sharing the Common Core State Standards plan.

College and Career Readiness Academies. Superintendent Harter reported on the recent pathway quality review commending and certifying the Health Academy program at DeAnza.

Community Budget Advisory Committee. Ms. Gamba reported on the last meeting where the committee approved a resolution indicating they have reviewed the expenditure report of parcel tax. This will be brought to the Board on May 15 as a part of annual certification for the parcel tax language. She reported that committee members will attend the Budget Revision Conference in lieu of a May meeting.

Safety Committee. Ms. Merriweather announced the next meeting for May 2nd at DeAnza High School, 9:00 AM. The Strategic Planning Committee will meet with the group.

Facilities Subcommittee. Mr. Ramsey announced the next meeting for May 14 where the committee will look at architect selections for Shannon, hear updates on construction plans for Stege and Wilson, the Richmond Children's Foundation and vacant property. He asked staff to support the Portola community's request for a ground breaking on Sunday, June 2. He concluded by speaking about the State Department of Education and the State Superintendent's recommendation for a 5% interest rate for 12 years regarding a debt limit waiver.

Student Representative Nellie Rodriguez left meeting at 8:46 PM.

Ivy League Connection. Mr. Ramsey reported on students' college acceptance at colleges across the country. He also spoke about upcoming alumni events.

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

E.1 Superintendent's Report

Superintendent Harter provided a report of activities in the District.

E.2 WCCUSD Public Comment

None

F. ACTION ITEMS

F.1 CaliberSchools Charter Submission Staff Recommendation

This item was moved to follow item D.2.

F.2 Amended Resolution No. 89-1213: Credential Assignment Options

Public Comment:

None

Board Comment:

None

MOTION: Mr. Ramsey moved approval of the Amended Resolution No. 89-1213: Credential Assignment Options. Mr. Groves 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.

F.3 Amended Resolution No. 90-1213: Declaration to Hire 30-Day Substitutes on CBEST Waivers

Public Comment:

None

Board Comment:

None

MOTION: Mr. Ramsey moved approval of the Amended Resolution No. 90-1213: Declaration to Hire 30-Day Substitutes on CBEST Waivers. 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.

F.4 Presentation and Public Hearing of Initial Bargaining Proposal from the West Contra Costa Unified School District to School Supervisors Association

Public Comment:

None

Board Comment:

None

MOTION: Mr. Ramsey moved approval of the Initial Bargaining Proposal from the West Contra Costa Unified School District to School Supervisors Association. Ms. Merriweather 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.

F.5 Public Hearing and Adoption of Initial Bargaining Proposal from the School Supervisors Association to West Contra Costa Unified School District

Public Comment:

None

Board Comment:

None

MOTION: Mr. Ramsey moved approval of the Adoption of Initial Bargaining Proposal from the School Supervisors Association to West Contra Costa Unified School District. Mr. Groves 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.

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 Portola and scheduling the ground breaking ceremony. Mr. Fay responded that he will work with the community to move the event forward. Mr. Ramsey also announced a Special Board Meeting on June 19, 2013 to include updates with program managers in terms of budgets and review of construction projects.

Ms. Merriweather asked about a final walkthrough for the new DeAnza campus. Mr. Abdalla responded that a walkthrough with the school's PTA is scheduled for May 7. He said that the furniture will arrive in early June. Ms. Merriweather also asked about summer repair projects. Mr. Ramsey and Mr. Fay responded that summer is traditionally a heavy time for maintenance projects, working around the Extended Learning programs.

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

None

I. COMMENTS OF THE BOARD OF EDUCATION AND SUPERINTENDENT

Ms. Merriweather spoke of the various programs, preparing students for college pushing students toward goals for the future. She is excited about the construction projects such as the new DeAnza campus. She appreciated all the work to make schools beautiful.

Mr. Enos emphasized congratulations regarding the DeAnza pathway evaluation.

Mr. Ramsey reported on the Law Day in San Francisco with the California Supreme Court Chief Justice and DeAnza Law Academy students. He also remarked about the District's first year of budgeting and operations since completion of the state trustee assignment.

Mr. Groves reported on attending a conference in San Francisco regarding youth rights and the right for every child to have a superb education. Mr. Groves said he would like to work toward this ideal.

President Kronenberg reported on the new technology committee as a way to support District technology. She also announced an upcoming Board Meeting on May 7 with the El Cerrito City Council.

J. THE NEXT SCHEDULED BOARD OF EDUCATION MEETING

Lovonya DeJean Middle School – May 15, 2013

K. ADJOURNMENT

President Kronenberg adjourned the meeting at 9:23 P.M.

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


BH:dh

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

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education

Meeting Date: May 15, 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 May 15, 2013.

Recommendation: Recommend Approval

Fiscal Impact: As noted per grants summary

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

West Contra Costa Unified School District
May 15, 2013 Board Meeting

GRANT / AWARD / AGREEMENT NOTIFICATIONS

[illegible]

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: May 15, 2013

From: Sheri Gamba *SG*
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 May 15, 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
May 15, 2013 Board Meeting

<u>Donor Name</u>	<u>Description or Purpose</u>	<u>Estimated Value</u>	<u>Receiving School or Department</u>
Chevron Humankind Employee Funds	Supplies	\$99.38	Chavez Elementary
Recycle America Alliance	Office Supplies	\$13.25	Chavez Elementary
Recycle America Alliance	Office Supplies	\$7.25	Chavez Elementary
Mr. & Mrs. Colin Ransdell & Jessica Jones	Office Supplies	\$1,500.00	Chavez Elementary
Mr. & Mrs. Erica and Lance Chernne	Supplies	\$100.00	Chavez Elementary
Chevron Humankind Employee Funds	Special Administrative Account	\$500.00	Hanna Ranch Elementary
Ms. Jennifer Pickens	Special Administrative Account	\$200.00	Hanna Ranch Elementary
Wells Fargo Community Support Campaign	Materials & Supplies	\$375.00	Madera Elementary
Mr. Robert Duval	Forensics	\$100.00	Pinole Valley High
Mr. David Zugman	Forensics	\$500.00	Pinole Valley High
The Original Red Onion	Forensics	\$100.00	Pinole Valley High
Axelrode Orthodontics	Forensics	\$25.00	Pinole Valley High
Tenax Law Group, P.C.	Forensics	\$50.00	Pinole Valley High
Dr. Bruce Harter	Forensics	\$100.00	Pinole Valley High
Gracious Tax & Financial Planning Inc.	Forensics	\$100.00	Pinole Valley High
Schachair 1990 Trust	Forensics	\$40.00	Pinole Valley High
Mr. Wayne Eisen	Forensics	\$200.00	Pinole Valley High
Full Table Marketing	Forensics	\$25.00	Pinole Valley High
Ms. Joanne Johnston	Forensics	\$50.00	Pinole Valley High
Mr. & Mrs. Donald & Constance Cosby	Forensics	\$50.00	Pinole Valley High
Ms. Josefina Hardy	Forensics	\$100.00	Pinole Valley High
Ms. Lori Rivers	Forensics	\$40.00	Pinole Valley High
West Contra Costa Public Ed. Fund	Forensics	\$1,000.00	Pinole Valley High
Oakland Athletics	Materials & Supplies	\$1,487.00	Cameron School


*Estimated values for the non-cash donations are provided by the donor
Donation Précis 51513

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: May 15, 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 May 15, 2013.

Recommendation: Recommend Approval

Fiscal Impact: Additional revenue for schools

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

APPROVAL OF FUND-RAISERS


<u>School</u>	<u>Fund-Raising Activity</u>	<u>Activity Sponsor</u>
Lupine Hills Elementary	Walk-a-thon	Lupine Hills PTA
Sheldon Elementary	Shark fest-Games, Snacks & Entertainment	Sheldon PTA
El Cerrito High	Dinner at Rubio's	Class of 2014

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

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education

Meeting Date: May 15, 2013

From: Sheri Gamba 
Associate Superintendent Business Services

Agenda Item: CI C.4

Subject: Contracted Services

Background Information: Permission is requested of the Board of Education to approve the following contracts for services as detailed on the attached sheets dated May 15, 2013.

Recommendation: Recommend Approval

Fiscal Impact: As noted per contracts summary

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

West Contra Costa Unified School District
May 15, 2013 Board Meeting

CONTRACTED SERVICES

The following professional consultant services are recommended for approval.

<u>DEPARTMENT</u>	<u>DATE OF SERVICE</u>	<u>CONSULTANT NAME</u>	<u>COST & FUNDING</u>	<u>PURPOSE</u>
Business Services	3/1/2012 Thru 6/30/12	KNN Public Finance R42181	\$28,000 Bond 2010-D	Serve as financial adviser to the district for the purpose of financial planning related to cash flow for the construction program. Tax rate evaluation, timing, sizing and structure of bond issuances and evaluation of all alternatives. A financial advisor will attend all meetings and present materials for debt finance, coordinate and communicate information with various team members and staff as needed. Fees for bond issuance or refunding bonds are on a sliding scale dependent upon issuance size and are not covered as part of this retainer. Continuing disclosure will be prepared and overseen by KNN. KNN will also be retained to review general fund cash flow and provide potential solutions should they be required.

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: May 15, 2013

From: Sheri Gamba 
Associate Superintendent Business Services

Agenda Item: CI C.5

Subject: Summary of Payroll and Vendor Warrant Reports

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

Total of payroll warrants (April 2013): \$ 9,168,631
Total of vendor warrants (April 2013): \$ 24,901,498

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 : April 2013

Payrolls	Warrant From	Numbers To	Total Warrants Current	Total Warrants Previous	Total Warrants To Date
Variable	662492	663430	551,600	4,782,936	5,334,536
Regular	663431	664040	1,334,902	12,489,071	13,823,973
Special				19,167	19,167
Variable EFT	381631	383168	734,255	7,789,585	8,523,840
Regular EFT	383169	385495	6,541,824	53,129,150	59,670,974
Special EFT				0	0
Typed	297650	297664	12,419	145,027	157,446
BENEFITS				0	0
Cancelled	Various	Various	(6,368)	(49,706)	(56,074)
Totals			9,168,631	78,305,230	87,473,861

Salary detail is available in the Payroll office upon request.



Patti Ramos-Baker, Payroll Supervisor

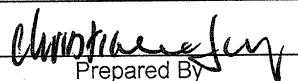
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
WEEKLY VENDOR WARRANT REPORT
2012-2013

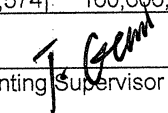
PAYMENT

DATE: April 4, 2013

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FUND#	FUND DESCRIPTION	WARRANT FROM	NUMBERS TO	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL	463064	463304	4,330,953	66,655,555	70,986,508
7706	CAFETERIA	463089	463282	25,835	4,350,196	4,376,031
7707	CHILD DEVELOPMENT	463122	463269	1,281	56,275	57,556
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY	463154	163154	31,502	367,530	399,032
7710	BUILDING	463073	463302	3,862,837	46,441,752	50,304,589
7711	CAPITAL FACILITIES	463243	463251	2,997	349,214	352,211
7712	SELF INSURANCE PROPERTY & LIABILITY	463294	463294	24,174	1,441,102	1,465,276
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	463102	463258	4,052	150,265	154,317
7770	ADULT EDUCATION	463094	463275	4,220	163,327	167,547
7785	DEFERRED MAINTENANCE				36,000	36,000
7790	BOND INTEREST & REDEMPN				0	0
7701	PAYROLL REVOLVING				32,307,358	32,307,358
	TOTALS			8,287,851	152,318,574	160,606,425


Prepared By


Accounting Supervisor

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

PAYMENT

DATE: April 9, 2013

PAGE-2

FUND#	FUND DESCRIPTION	WARRANT FROM	NUMBERS TO	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL	463306	463454	539,017	70,986,508	71,525,525
7706	CAFETERIA	463408	463408	237	4,376,031	4,376,268
7707	CHILD DEVELOPMENT	463422	463432	687	57,556	58,243
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY	463334	463334	500	399,032	399,532
7710	BUILDING	463307	463452	324,162	50,304,589	50,628,751
7711	CAPITAL FACILITIES				352,211	352,211
7712	SELF INSURANCE PROPERTY & LIABILITY				1,465,276	1,465,276
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				154,317	154,317
7770	ADULT EDUCATION	463426	463433	924	167,547	168,471
7785	DEFERRED MAINTENANCE				36,000	36,000
7790	BOND INTEREST & REDEMPTN				0	0
7701	PAYROLL REVOLVING				32,307,358	32,307,358
	TOTALS			865,527	160,606,425	161,471,952

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

PAYMENT

DATE: April 16, 2013

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FUND#	FUND DESCRIPTION	WARRANT FROM	NUMBERS TO	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL	463475	463797	926,295	71,525,525	72,451,820
7706	CAFETERIA	463493	463789	325,118	4,376,268	4,701,386
7707	CHILD DEVELOPMENT	463570	463777	3,552	58,243	61,795
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY	463583	463718	19,969	399,532	419,501
7710	BUILDING	463480	463798	2,104,270	50,628,751	52,733,021
7711	CAPITAL FACILITIES	463626	463626	360	352,211	352,571
7712	SELF INSURANCE PROPERTY & LIABILITY	463733	463734	58,500	1,465,276	1,523,776
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				154,317	154,317
7770	ADULT EDUCATION	463507	463762	7,795	168,471	176,266
7785	DEFERRED MAINTENANCE				36,000	36,000
7790	BOND INTEREST & REDEMPTN				0	0
7701	PAYROLL REVOLVING				32,307,358	32,307,358
	TOTALS			3,445,859	161,471,952	164,917,811

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

PAYMENT

DATE: April 23, 2013

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FUND#	FUND DESCRIPTION	WARRANT FROM	NUMBERS TO	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL	463802	464047	1,802,841	72,451,820	74,254,661
7706	CAFETERIA	463802	464031	115,796	4,701,386	4,817,182
7707	CHILD DEVELOPMENT	463900	463997	1,253	61,795	63,048
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY				419,501	419,501
7710	BUILDING	463811	464048	1,896,947	52,733,021	54,629,968
7711	CAPITAL FACILITIES	463951	463951	987	352,571	353,558
7712	SELF INSURANCE PROPERTY & LIABILITY	463872	463947	26,369	1,523,776	1,550,145
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				154,317	154,317
7770	ADULT EDUCATION	463810	464028	4,478	176,266	180,744
7785	DEFERRED MAINTENANCE				36,000	36,000
7790	BOND INTEREST & REDEMPTN				0	0
7701	PAYROLL REVOLVING				32,307,358	32,307,358
	TOTALS			3,848,671	164,917,811	168,766,482

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

PAYMENT

DATE: April 30, 2013

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FUND#	FUND DESCRIPTION	WARRANT FROM	NUMBERS TO	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL	464111	464443	2,177,257	74,254,661	76,431,918
7706	CAFETERIA	464138	464426	95,697	4,817,182	4,912,879
7707	CHILD DEVELOPMENT	464165	464390	407	63,048	63,455
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY				419,501	419,501
7710	BUILDING	464112	464433	224,422	54,629,968	54,854,390
7711	CAPITAL FACILITIES				353,558	353,558
7712	SELF INSURANCE PROPERTY & LIABILITY				1,550,145	1,550,145
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				154,317	154,317
7770	ADULT EDUCATION	464390	464402	179	180,744	180,923
7785	DEFERRED MAINTENANCE				36,000	36,000
7790	BOND INTEREST & REDEMPTN				0	0
7701	PAYROLL REVOLVING				32,307,358	32,307,358
	TOTALS			2,497,962	168,766,482	171,264,444

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

PAYMENT

DATE: April 30, 2013

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FUND#	FUND DESCRIPTION	WARRANT FROM	NUMBERS TO	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL				76,431,918	76,431,918
7706	CAFETERIA				4,912,879	4,912,879
7707	CHILD DEVELOPMENT				63,455	63,455
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY				419,501	419,501
7710	BUILDING				54,854,390	54,854,390
7711	CAPITAL FACILITIES				353,558	353,558
7712	SELF INSURANCE PROPERTY & LIABILITY				1,550,145	1,550,145
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	464444	465037	85,487	154,317	239,804
7770	ADULT EDUCATION				180,923	180,923
7785	DEFERRED MAINTENANCE				36,000	36,000
7790	BOND INTEREST & REDEMPTN				0	0
7701	PAYROLL REVOLVING				32,307,358	32,307,358
	TOTALS			85,487	171,264,444	171,349,931

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

PAYMENT

DATE: April 10, 2013

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FUND#	FUND DESCRIPTION	WARRANT FROM	NUMBERS TO	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL				76,431,918	76,431,918
7706	CAFETERIA				4,912,879	4,912,879
7707	CHILD DEVELOPMENT				63,455	63,455
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY				419,501	419,501
7710	BUILDING				54,854,390	54,854,390
7711	CAPITAL FACILITIES				353,558	353,558
7712	SELF INSURANCE PROPERTY & LIABILITY				1,550,145	1,550,145
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				239,804	239,804
7770	ADULT EDUCATION				180,923	180,923
7785	DEFERRED MAINTENANCE				36,000	36,000
7790	BOND INTEREST & REDEMPTN				0	0
7701	PAYROLL REVOLVING	463455	463474	922,135	32,307,358	33,229,493
	TOTALS			922,135	171,349,931	172,272,066

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

PAYMENT

DATE: April 30, 2013

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FUND#	FUND DESCRIPTION	WARRANT FROM	NUMBERS TO	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL				76,431,918	76,431,918
7706	CAFETERIA				4,912,879	4,912,879
7707	CHILD DEVELOPMENT				63,455	63,455
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY				419,501	419,501
7710	BUILDING				54,854,390	54,854,390
7711	CAPITAL FACILITIES				353,558	353,558
7712	SELF INSURANCE PROPERTY & LIABILITY				1,550,145	1,550,145
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				239,804	239,804
7770	ADULT EDUCATION				180,923	180,923
7785	DEFERRED MAINTENANCE				36,000	36,000
7790	BOND INTEREST & REDEMPTN				0	0
7701	PAYROLL REVOLVING	464049	464110	4,948,006	33,229,493	38,177,499
	TOTALS			4,948,006	172,272,066	177,220,072

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: May 15, 2013

From: Sheri Gamba 
Associate Superintendent Business Services

Agenda Item: CI C.6

Subject: Community Budget Advisory Committee
(CBAC Report)

Background Information:

On April 25, 2013, the Community Budget Advisory Committee approved a resolution concerning the 2012-2013 Parcel Tax Expenditures and Scope of Measure D, finding that the expenditures budgeted for Fiscal Year 2012-2013 are within the stated purposes for Measure D funds. The Committee has requested this resolution be presented to the Board.

Recommendation: For Information Only

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

WCCUSD Community Budget Advisory Committee

Resolution

Concerning:	2012-2013 Parcel Tax Expenditures and Scope of Measure D
Adopted:	Meeting of the WCCUSD Community Budget Advisory Committee (CBAC) April 25, 2013

Background

Starting in the 2009-10 fiscal year, Measure D (Election of 2008) has provided parcel tax revenues for West Contra Costa Unified School District schools. The text of the measure is available on the District's website located at: www.wccusd.net.

According to Measure D: "Parcel Tax funds shall also be subject to an annual independent financial audit which shall be made public, including oversight by the Community Budget Advisory Committee and posting on the District's website."

As part the Committee's oversight, we reviewed the Measure D Parcel Tax Report (see attached) for parcel tax expenditures and found the reports to be aligned with the stated purposes of the parcel tax measure.

The purpose of the special tax is to improve the quality of education in the District by supporting the following programs:

- Enhancing core subjects including reading, writing, mathematics and science,
- Retaining quality teachers and counselors to better prepare students for college and the workforce,
- Supporting libraries and computer training for students,
- Maintaining high school athletic programs,
- Maintaining reduced class sizes for kindergarten through third grade students,
- Maintaining the cleanliness and good order of our school sites.

Finding

The Committee finds that the expenditures budgeted for FY 12-13 are within the stated purposes for Measure D funds.



Eduardo Martinez
Chair

WCCUSD Community Budget Advisory Committee

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
PARCEL TAX REVENUE & EXPENDITURE REPORT
07/01/2012 - 06/30/2013 Fiscal Year
Period Ending 03/22/2013

OBJECT CODE & DESCRIPTION	OPERATING BUDGET	REVENUE RECEIVED		BALANCE	% RECV
REVENUE					
8621 PARCEL TAX REVENUE	\$9,618,547	\$9,560,951	\$0	\$57,596	0.99
REVENUE GRAND TOTAL	\$9,618,547	\$9,560,951	\$0	\$57,596	0.99

OBJECT CODE & DESCRIPTION	OPERATING BUDGET	ACTUAL EXPENDITURES	ENCUMBERED AMOUNTS	AVAILABLE BALANCE	% USED
EXPENDITURES					
4200 School Sponsored Athletics					
1000 CERTIFICATED SALARIES TOTAL	\$217,474	\$140,682	\$35,402	\$41,390	0.81
2000 CLASSIFIED SALARIES TOTAL	\$157,000	\$121,774	\$0	\$35,226	0.78
3000 EMPLOYEE BENEFITS TOTAL	\$79,130	\$47,314	\$10,142	\$21,675	0.73
4000 BOOKS AND SUPPLIES TOTAL	\$50,200	\$21,734	\$21,115	\$7,351	0.85
5000 SERVICE & OTHER OPER EXPENDIT TOTAL	\$425,075	\$264,565	\$103,919	\$56,591	0.87
4200 TOTAL	\$928,879	\$596,069	\$170,578	\$162,232	0.83
2420 Instr Library, Media & Tech					
1000 CERTIFICATED SALARIES TOTAL	\$723,345	\$435,513	\$200,132	\$87,700	0.88
2000 CLASSIFIED SALARIES TOTAL	\$755,906	\$506,554	\$245,812	\$3,540	1.00
3000 EMPLOYEE BENEFITS TOTAL	\$781,810	\$464,774	\$234,493	\$82,543	0.89
4000 BOOKS AND SUPPLIES TOTAL	\$0	(\$27)	\$0	\$27	0.00
2420 TOTAL	\$2,261,061	\$1,406,815	\$680,437	\$173,809	0.92
1000 INSTRUCTION					
5000 SERVICE & OTHER OPER EXPENDIT TOTAL	\$2,300,000	\$1,150,000	\$0	\$1,150,000	0.50
4000 BOOKS AND SUPPLIES TOTAL	\$1,265,000	\$1,179,351	\$24,498	\$61,151	0.95
1000 TOTAL	\$3,565,000	\$2,329,351	\$24,498	\$1,211,151	0.66
3110 Guidance & Counseling Services					
1000 CERTIFICATED SALARIES TOTAL	\$1,819,106	\$1,169,468	\$626,555	\$23,083	0.99
3000 EMPLOYEE BENEFITS TOTAL	\$760,124	\$476,953	\$248,690	\$34,481	0.95
5000 SERVICE & OTHER OPER EXPENDIT TOTAL	\$70	\$68	\$0	\$2	0.97
3110 TOTAL	\$2,579,300	\$1,646,489	\$875,246	\$57,566	0.98
3120 Psychological Services					
1000 CERTIFICATED SALARIES TOTAL	\$233,776	\$132,042	\$68,942	\$32,792	0.86
3000 EMPLOYEE BENEFITS TOTAL	\$85,535	\$55,660	\$25,324	\$4,550	0.95
3120 TOTAL	\$319,311	\$187,703	\$94,266	\$37,342	0.88
1190/3150 Speech & Audiology Services					
1000 CERTIFICATED SALARIES TOTAL	\$319,368	\$90,435	\$51,441	\$177,492	0.44
3000 EMPLOYEE BENEFITS TOTAL	\$110,538	\$44,656	\$23,224	\$42,658	0.61
1190/3150 TOTAL	\$429,906	\$135,091	\$74,666	\$220,150	0.49

OBJECT CODE & DESCRIPTION	OPERATING BUDGET	ACTUAL EXPENDITURES	ENCUMBERED AMOUNTS	AVAILABLE BALANCE	% USED
8260 Operations Custodial					
2000 CLASSIFIED SALARIES TOTAL	\$346,622	\$244,666	\$100,585	\$1,371	1.00
3000 EMPLOYEE BENEFITS TOTAL	\$200,223	\$126,987	\$63,140	\$10,096	0.95
8260 TOTAL	\$546,845	\$371,653	\$163,725	\$11,467	0.98
7600 Operational Support					
5000 SERVICE & OTHER OPER EXPENDIT TOTAL	\$20,712	\$20,712	\$0	\$0	1.00
7600 TOTAL	\$20,712	\$20,712	\$0	\$0	1.00
EXPENDITURE GRAND TOTAL	\$10,651,014	\$6,693,883	\$2,083,415	\$1,873,717	0.82
PROJECTED REVENUE LESS EXPENDITURES	(\$1,032,467)				
BEGINNING FUND BALANCE @ 07/01/2012	\$1,951,556				
PROJECTED ENDING FUND BALANCE @ 06/30/2013	\$919,089	Reserved for Textbooks			

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: May 15, 2013

From: Sheri Gamba
Associate Superintendent Business Services

Agenda Item: CI C.7

Subject: Letters In Support of Petition for Rehearing of *Borikas v. Alameda USD* and For Depublication

Background Information:

The recent Appellate Court decision in *Borikas v. Alameda USD* calls into question the practice of school districts utilizing a tiered structure for assessing parcel taxes. The court in *Borikas* held that such taxes must be imposed uniformly regardless of the type of property assessed. This ruling is contrary to what many school districts have done in the past and poses a particular challenge to the districts that have adopted tiered rates in the last election cycle (such as WCCUSD).

The board is being requested to authorize the transmittal of two letters to the California Supreme Court. The letters have two purposes. The first letter is a letter requesting that the Supreme Court order the *Borikas* case to be de-published. If it is granted, the de-publication will mean that the *Borikas* opinion will lose any precedential value it now has (it ceases to be binding on other districts). The second letter asks the Supreme Court to review the opinion and overturn it, which will have the same effect as de-publication.

Recommendation: That the Board authorize the transmittal of both letters

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

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OUR FILE NUMBER:

005674.00191
11215336.1

May 15, 2013

Chief Justice Tani Cantil-Sakauye
and Associate Justices
Supreme Court of California
350 McAllister Street
San Francisco, CA 94102-4797

Re: *Borikas v. Alameda Unified School District*
California Supreme Court Case No. S209992
Court of Appeal, First Appellate District Case No. A129295
Alameda County Superior Case No. VG08405316

**AMICUS LETTER IN SUPPORT OF REQUEST FOR
DEPUBLICATION OF PUBLISHED OPINION**

To the Honorable Chief Justice and Associate Justices:

Amicus Curiae, the West Contra Costa Unified School District,
urges the Court to depublish the opinion of the Court of Appeal, First
Appellate District *Borikas v. Alameda Unified School District* (2013)
214 Cal.App.4th 135 (“*Borikas*”). The *Borikas* decision merits
depublishation because it conflicts with established precedent and creates
uncertainty regarding the limits of a school district’s authority to impose
special taxes.

Chief Justice Tani Cantil-Sakauye
and Associate Justices
May 15, 2013
Page 2

INTERESTS OF THE AMICUS CURIAE

Pursuant to Rule 8.1125(b), and Rule 8.500(g) of the California Rules of Court, the West Contra Costa Unified School District (“WCCUSD”) supports the Petitioner Alameda Unified School District’s (“AUSD”) request for depublication of the Court of Appeal, First District, Division 1 decision in *Borikas v. Alameda Unified School District* (2013) 214 Cal.App.4th 135.

The WCCUSD is a public school district of the State of California with authority to impose voter-approved special taxes pursuant to California Constitution, Article XIII A, section 4 and Government Code section 50079, the statute at issue in the *Borikas* decision. The WCCUSD is committed to offering a high quality educational program to its students and to secure adequate funding to meet that purpose. Local parcel tax funding is needed to offset the extraordinary decline in state general fund revenues to retain essential student-focused educational programs. The WCCUSD has a vital interest in seeking clarification and guidance from this Court concerning the parameters for the issuance of parcel taxes for the benefit of its students.

Chief Justice Tani Cantil-Sakauye
and Associate Justices
May 15, 2013
Page 3

**THIS COURT SHOULD GRANT
THE DEPUBLICATION REQUEST**

Depublication of *Borikas* is necessary to avoid confusion concerning the parameters of taxing authority provided to school districts under the California Constitution and implementing legislation.

In *Borikas*, the Court of Appeal deviated from applying to school district parcel tax measures long-established precedent applied to other local agencies by the courts. As stated in the Petition, the term “uniformity” in the area of taxation is well established in the context of local taxing authority. By interpreting the term “uniformity” in Government Code section 50079, without consideration of prior tax precedent, the Court of Appeal has put into question the doctrine of stare decisis and has created confusion regarding the permissible structure of parcel taxes. This confusion translates into uncertainty regarding the parameters of California school districts’ taxing authority.

Depublication of *Borikas* is also required to ensure that the constitutional principles applicable to local taxation are upheld. The *Borikas* definition of “uniformity” requires that each parcel of land be taxed at a flat tax rate regardless of size or type. This definition of uniformity

Chief Justice Tani Cantil-Sakauye
and Associate Justices
May 15, 2013
Page 4

may cause different classifications of property to be taxed at similar rates without consideration of constitutional principles. It is a matter of statewide importance to all California public schools, that the Borikas opinion be depublished until these issues are addressed and settled by this Court.

CONCLUSION

For the foregoing reasons, Amicus West Contra Costa Unified School District supports the Petitioner's request for depublication and respectfully requests that the California Supreme Court grant Petitioner's request for depublication of *Borikas v. Alameda Unified School District* (2013) 214 Cal.App.4th 125.

Very truly yours,

ATKINSON, ANDELSON, LOYA,
RUUD & ROMO

David A. Soldani
Attorneys for the WEST CONTRA
COSTA UNIFIED SCHOOL DISTRICT

DAS

(FIELD NEEDS TO BE UPDATED FOR FINAL)

WORD COUNT

(Cal. Rules of Court, rule 14(c)(1))

The text of this brief consists of 660 words as counted by the Microsoft® Word 2010 word-processing program used to generate the brief.

DATED: May 7, 2013

Respectfully submitted,

ATKINSON, ANDELSON, LOYA,
RUUD & ROMO

By: _____
David A. Soldani
Attorneys for the WEST CONTRA
COSTA UNIFIED SCHOOL
DISTRICT

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May 15, 2013

Chief Justice Tani Cantil-Sakauye
and Associate Justices
Supreme Court of California
350 McAllister Street
San Francisco, CA 94102-4797

Re: *Borikas v. Alameda Unified School District*
California Supreme Court Case No. S209992
Court of Appeal, First Appellate District Case No. A129295
Alameda County Superior Case No. VG08405316

**AMICUS LETTER IN SUPPORT OF PETITION FOR
REVIEW**

To the Honorable Chief Justice and Associate Justices:

Amicus Curiae, the West Contra Costa Unified School District, urges the Court to grant review of the above-referenced *Borikas v. Alameda Unified School District* decision (“*Borikas*”). The *Borikas* decision merits review because it conflicts with established precedent and creates uncertainty regarding the limits of a school district’s authority to impose special taxes.

INTERESTS OF THE AMICUS CURIAE

Pursuant to Rule 8.500(g) of the California Rules of Court, the West

Chief Justice Tani Cantil-Sakauye
and Associate Justices
May 15, 2013
Page 2

Contra Costa Unified School District (“WCCUSD”) supports the Petitioner Alameda Unified School District’s (“AUSD”) Petition seeking review of the Court of Appeal, First District, Division 1 decision in *Borikas v. Alameda Unified School District* (2013) 214 Cal.App.4th 135.

The WCCUSD is a public school district of the State of California with authority to impose voter-approved special taxes pursuant to California Constitution, Article XIII A, section 4 and Government Code section 50079, the statute at issue in the *Borikas* decision. The WCCUSD is committed to offering a high quality educational program to its students and to secure adequate funding to meet that purpose. Local parcel tax funding is needed to offset the extraordinary decline in state general fund revenues to retain essential student-focused educational programs. The WCCUSD has a vital interest in seeking clarification and guidance from this Court concerning the parameters for the issuance of parcel taxes for the benefit of its students.

THIS COURT SHOULD GRANT REVIEW

Review of *Borikas* is necessary to secure clarity in defining the parameters of taxing authority provided to school districts under the California Constitution and implementing legislation.

Chief Justice Tani Cantil-Sakauye
and Associate Justices
May 15, 2013
Page 3

In *Borikas*, the Court of Appeal deviated from applying to school district parcel tax measures long-established precedent applied by the courts to other local agencies. As stated in the Petition, the term “uniformity” in the area of taxation is well established in the context of local taxing authority. By interpreting the term “uniformity” in Government Code section 50079, without consideration of prior tax precedent, the Court of Appeal has put into question the doctrine of stare decisis and has created confusion regarding the permissible structure of parcel taxes. This confusion translates into uncertainty regarding school district’s taxing authority.

Review of *Borikas* is also required to ensure that the constitutional principles applicable to local taxation are upheld. The *Borikas* definition of “uniformity” requires that each parcel of land be taxed at a flat tax rate regardless of size or type. This definition of uniformity may cause different classifications of property to be taxed at similar rates without consideration of constitutional principles. This Court’s review is necessary to prevent such an unintended outcome. It is a matter of statewide importance to all California public schools, that the issues described in the Petition be addressed and settled by this Court.

Chief Justice Tani Cantil-Sakauye
and Associate Justices
May 15, 2013
Page 4

CONCLUSION

For the foregoing reasons, Amicus West Contra Costa Unified School District supports the Petitioner's Petition for Review and respectfully requests that the California Supreme Court grant review of the Court of Appeal decision in *Borikas v. Alameda Unified School District*.

Very truly yours,

ATKINSON, ANDELSON, LOYA,
RUUD & ROMO

David A. Soldani
Attorneys for the DAVIS JOINT
UNIFIED SCHOOL DISTRICT

DAS

(FIELD NEEDS TO BE UPDATED FOR FINAL)

WORD COUNT

(Cal. Rules of Court, rule 14(c)(1))

The text of this brief consists of 647 words as counted by the Microsoft® Word 2010 word-processing program used to generate the brief.

DATED: May 7, 2013

Respectfully submitted,

ATKINSON, ANDELSON, LOYA,
RUUD & ROMO

By: _____
David A. Soldani
Attorneys for the WEST CONTRA
COSTA UNIFIED SCHOOL
DISTRICT

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

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education

Meeting Date: May 15, 2013

From: Kenneth L. Whittemore,
Assistant Superintendent Human Resources

Agenda Item: CI C.8

Subject: Resolution No. 92-1213: Classified School Employee Week, May 19-25, 2013

Background Information:

The State of California has designated May 19-25, 2013 as Classified School Employee Week. We honor their time, their energy, and their commitment to the children of West Contra Costa Unified School District.

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. 92-1213

**May 19-25
Classified School Employee Week**

WHEREAS, the Legislature of the State of California has declared the third full week of May each year shall be Classified School Employee Week, a time to recognize the many contributions of classified school employees to public education; and

WHEREAS, classified school employees have served the State of California and its children for many generations and have played important roles in the furtherance of the goals of public education; and

WHEREAS, classified school employees deserve rightful recognition and public celebration for their caring, their deeds, and the incalculable contributions they have made to California's education system; and

WHEREAS, the essential work performed by classified staff is often "invisible" and accomplished with little recognition or appreciation; and

WHEREAS, like their certificated counterparts, District classified staff respond routinely to the increasing intellectual and emotional needs of students and families; and

WHEREAS, classified employees, through the quality of their work, serve as adult role models for our students;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Education hereby declares May 19-25, 2013 as Classified School Employee Week in the West Contra Costa Unified School District in recognition of, and appreciation for, all classified employees and their dedication to our students.

PASSED AND ADOPTED this 15th day of May 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 May 15, 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:** May 15, 2013
From: Kenneth L. Whittemore, **Agenda Item:** CI C.9
Assistant Superintendent Human Resources
Subject: Revised Board Policy

Background Information:

The following revisions to Board Policies are presented to update current policies. The proposed revisions will provide clarity on leave and vacation for unrepresented staff, as well as, provide guidance on Health and Welfare benefits for unrepresented staff members.

BP 4361
BP 4354

Recommendation: Recommend Approval

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

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

West Contra Costa USD

BP 4361

Personnel

Leaves and Vacation

The Governing Board recognizes the need to provide for leaves which management and confidential personnel may take for justifiable reasons. Such leaves shall be authorized pursuant to Board policies and/or administrative regulations.

Unrepresented certificated management and supervisory employees shall be entitled to those leave provisions provided in the ~~certificated~~ **collective bargaining** agreement **between the District and the West Contra Costa Administrators Association (WCCAA)** unless otherwise specified in Board policy, administrative regulations or individual contract.

Unrepresented classified management, supervisory and confidential employees shall be entitled to those leave provisions **and vacation** as provided in the ~~classified-negotiated~~ **collective bargaining** agreement **between the District and the School Supervisors Association** unless otherwise specified in Board policy, administrative regulations or individual contract.

Legal Reference:

EDUCATION CODE

44036 Leaves of absence for judicial and official appearances

44037 Unlawful to encourage exemption from jury duty

44940 Sex offenses and narcotic offenses; compulsory leave

44962-44988 Leaves of absence (certificated)

45190-45210 Leaves of absence (classified)

Policy WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

adopted: August 20, 2008, Richmond, California

revised: _____, 2013, Richmond, California

West Contra Costa USD

BP 4354

Personnel

Health and Welfare Benefits

The district shall provide health and welfare benefits for certificated and classified employees in bargaining units in accordance with state and federal law and subject to negotiated employee agreements.

~~Employees who are not in bargaining units shall receive health and welfare benefits as specified in Board policy and administrative regulation.~~

Unrepresented certificated management and supervisory employees shall be entitled to health and welfare benefits as provided in the collective bargaining agreement between the District and the West Contra Costa Administrators Association (WCCAA) unless otherwise specified in Board policy, administrative regulations or individual contract.

Unrepresented classified management, supervisory and confidential employees shall be entitled to health and welfare benefits as provided in the collective bargaining agreement between the District and the School Supervisors Association unless otherwise specified in Board policy, administrative regulations or individual contract.

To the extent that benefits are granted to spouses of employees, domestic partners registered in accordance with Family Code 297 shall have the same benefits. (Family Code 297.5)

The Superintendent or designee shall maintain the confidentiality of employee health records in accordance with law, and board resolution.

Retired Employees

Retired employees and other qualified persons may continue to participate in the district's group health and welfare benefit plan and dental care benefit plan in accordance with negotiated employee agreements, state and federal law, and board resolution.

Legal Reference:

EDUCATION CODE

7000-7008 Health and welfare benefits, retired certificated employees

35208 Liability insurance

35214 Liability insurance (self-insurance)

44041-44042 Payroll deductions for collection of premiums

44986 Leave of absence, state disability benefits

45136 Benefits for classified employees

FAMILY CODE

297-297.5 Rights, protections and benefits under law; registered domestic partners

GOVERNMENT CODE

22750-22944 Public Employees' Medical and Hospital Care Act, especially:

22931 Application of education code provisions relating to inclusion of certain retirees in local health and welfare benefit plans

53200-53210 Group insurance

HEALTH AND SAFETY CODE

1366.20-1366.29 Cal-COBRA program, health insurance

1373.621 Continuation coverage, age 60 or older after five years with district

1374.58 Coverage for registered domestic partners, health service plans and health insurers

INSURANCE CODE

10116.5 Continuation coverage, age 60 or older after five years with district

10128.50-10128.59 Cal-COBRA program, disability insurance

12670-12692.5 Conversion coverage

LABOR CODE

2800.2 Notification of conversion and continuation coverage

UNEMPLOYMENT INSURANCE CODE

2613 Education program; notice of rights and benefits

UNITED STATES CODE, TITLE 26

4980B COBRA continuation coverage

UNITED STATES CODE, TITLE 29

1161-1168 COBRA continuation coverage

UNITED STATES CODE, TITLE 42

1395-1395g Medicare benefits

CODE OF FEDERAL REGULATIONS, TITLE 26

54.4980B-1-54.4980B-10 COBRA continuation coverage

CODE OF FEDERAL REGULATIONS, TITLE 45

164.500-164.534 Health Insurance Portability and Accountability Act (HIPAA)

Management Resources:

WEB SITES

California Department of Industrial Relations: <http://www.dir.ca.gov>

California Employment Development Department: <http://www.edd.ca.gov>

U.S. Department of Labor: <http://www.dol.gov>

Policy WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

adopted: August 20, 2008, Richmond, California

revised: November 5, 2008, Richmond, California

revised: _____, 2013, Richmond, California

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:** May 15, 2013
From: Bill Fay **Agenda Item:** CI C.10
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.

Fiscal Impact: Total for this action: **\$442,046**. Funding sources Measure J Bond and Measure D-2010 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
Grant Elementary School Fire Alarm Project Measure D-2010 Bond (PID:1251612-04)	February 2013 through April 2013	Millennium	\$1,068	Additional Hazmat survey sample analysis.
Bayview Elementary School Restrooms Renovation Project Measure J Bond (PID: 1041223-16)	April 2013 through May 2013	Sally Swanson Architects, Inc.	\$6,633	Additional architectural and engineering services for inclusion of electric hand dryers.
Vista Hills High School Restrooms Renovation Project Measure J Bond (PID:3731223-09)	April 2013 through May 2013	Sally Swanson Architects, Inc.	\$3,818	Additional architectural and engineering services for inclusion of electric hand dryers.
Kensington Elementary School Moisture Abatement Project Measure J Bond (PID:1301223-18)	May 2013 through October 2013	W.J. Robinson & Associates, Inc.	\$16,660	Construction Management Services.
Harding Elementary School Phase II Waterproofing Project Measure J Bond (PID:1271223-02)	April 2013 through May 2013	W.J. Robinson & Associates, Inc.	\$22,891	Construction Management Services.
El Cerrito High School TEP Project Measure J Bond (PID:3541104-04)	April 2013 through October	Hamilton + Aitken Architects	\$29,615	Design, Construction Documents and Construction Administration.
Program Wide Measure J and D-2010 Bond	April 2013 through October 2013	Stormwater Specialists	\$86,500	Additional stormwater prevention planning services related to various Project sites.

May 15, 2013

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

ENGINEERING & ARCHITECTURAL SERVICES CONTRACTS

Program Wide Measure J and D-2010 Bond	June 2013 through December 2013	School Facility Consultants	\$40,000	Additional services to assist in securing charter school, seismic, ORG, and modernization funds.
Various Sites Measure J and D-2010 Bond	April 2013 through June 2013	SGL Construction Management, Inc.	\$140,396	Construction Management Services.
Coronado Elementary School Replacement Campus Project Measure D-2010 Bond (PID:1121341-00)	April 2013 through May 2013	Water Rock Restoration	\$15,988	Additional services for removal of abandoned pipeline.
Olinda Elementary School Fire Alarm Replacement Project Measure D-2010 (PID: 1451612-04)	May 2013	AE3 Partners	\$4,380	Additional Architectural design services for revised fire alarm system product and obtain DSA approval.
Shannon Elementary School Fire Alarm Replacement Project Measure D-2010 (PID:1541223-00)	May 2013	AE3 Partners	\$4,380	Architectural design services to develop construction documents and obtain DSA approval.
Richmond High School Campus Improvements Bldg A. Project Measure J Bond (PID:3641380-08)	April 2013 through May 2013	Millennium	\$4,959	Environmental Engineering services to conduct hazardous material survey and prepare specification / drawings.

May 15, 2013

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

ENGINEERING & ARCHITECTURAL SERVICES CONTRACTS

Peres Elementary School Modernization Measure Bond (PID:1471390-00)	April 2013 through June 213	S&I Construction Management	\$64,758	Construction Management Services.
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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:** May 15, 2013
From: Bill Fay **Agenda Item:** CI C.11
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: Ohlone ES Phase I New Classrooms; Portola MS Demolition; and Harding ES Foundation Ventilation. 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: **\$106,796.00**

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

May 15, 2013 Change Order Ratification Summary

	Project	Company	Original Contract	Previously Approved CO's	Items Pending Board Action		Total CO's	CO Percent of Original Contract	Adjusted New Contract	Change Order Numbers
					CO's Pending Ratification	CO's Pending Approval				
1	Ohlone ES - Phase I New Classrooms	Zovich Construction	\$16,961,000.00	\$935,088.51	\$36,132.00	\$0.00	\$971,220.51	5.73%	\$17,932,220.51	60 - 61
2	Portola MS - Demolition	Alten Construction	\$2,102,267.00	\$98,610.00	\$58,005.00	\$0.00	\$156,615.00	7.45%	\$2,258,882.00	12 - 13
3	Harding ES - Foundation Ventilation	HM Construction	\$99,850.00	\$0.00	\$9,985.00	\$2,674.00	\$12,659.00	12.68%	\$112,509.00	1

Pending Board Actions	Ratifications	\$104,122.00
	Approvals	\$2,674.00
	Total Board Action	\$106,796.00

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

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

ITEM REQUIRING ATTENTION --- BOARD OF EDUCATION

To: Board of Education **Meeting Date:** May 15, 2013
From: Bill Fay **Agenda Item:** CI C.12
Associate Superintendent for Operations
Subject: Ratification of Staff Awarded Contracts (CUPCCAA)

Background information:

The District prepared the drawings and specifications for various project. Staff solicited bids per the California Uniform Public Construction Cost Accounting Act (CUPCCAA) Resolution #90-0809 (2009); Educ. Code § 22034. The Superintendent's designee has approved and executed contracts for the following projects.

• Richmond HS	Lockers Project	Lyon Workspace Products	\$78,095.35
• Kennedy HS	Lockers Project	Lyon Workspace Products	\$79,960.02
• Coronado ES	VCT Refurbishment	School Specialty/Ed Essentials	\$56,200.00
• Portola MS	Repurposing Furniture	Cor O Van Moving	\$51,000.00
• Kennedy HS	VCT Removal and Installation	ERA Construction, Inc.	\$45,500.00
• Coronado ES	Portable Disconnect	ERA Construction, Inc.	\$46,000.00
• Portola MS	Utilities Connection/Misc. Repairs	ERA Construction, Inc.	\$45,285.00
• Kennedy HS	Locker demo/wall and floor work	Streamline Builders	\$45,260.00
• Coronado ES	Exterior Refurbishment	ERA Construction, Inc.	\$43,900.00
• Coronado ES	Misc. Interior Refurbishment	California Constructores	\$41,665.00
• Coronado ES	Misc. work at interim campus	ERA Construction, Inc.	\$38,000.00
• Nystrom ES	Misc. work at interim campus	AM Woo Construction	\$37,735.50
• Grant ES	Portable Utilities Connection	ERA Construction, Inc.	\$34,000.00

All contracts approved by District staff must be ratified by the District's Board.

Recommendation:

Ratify staff awarded contracts as noted above.

Fiscal Impact: Total ratification by this action: **\$642,600.87**

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:** May 15, 2013
From: Bill Fay **Agenda Item:** CI C.13
Associate Superintendent for Operations
Subject: Ratification of Staff Awarded Contract: De Anza Move, Furniture & Equipment
Removal & Debris Off-Haul

Background information:

District prepared plans and specifications for the project. Scope of work includes: Moving of Administration and staff office records and files, storage items, library books and other printed materials, Shop and Science lab equipment, classroom educational material & books, sporting equipment and all other labeled miscellaneous items from the old existing campus to the designated rooms in the adjacent new campus at the same site. Scope of work also includes: (i) removal and (ii) repurposing of all furniture and equipment and (iii) debris off haul.

The District conducted a public bid process for the project. Bids were received on April 25th, 2013. Two contractors submitted bids. They are as follows: Crown WMS \$99,438; Corovan \$131,960. The apparent low bidder is Crown WMS.

In consideration of the need to complete the work expeditiously, the Superintendent's designee authorized award of a contract for the project to the lowest responsive, responsible bidder: Crown WMS.

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

Recommendation:

Ratify staff awarded contract.

Fiscal Impact: \$99,438. Project will be funded from Measure J.

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

1108 Bissell Avenue
Richmond, California 94801-3135
Office of Superintendent of Schools

ITEM REQUIRING ATTENTION --- BOARD OF EDUCATION

To: Board of Education **Meeting Date:** May 15, 2013
From: Bill Fay **Agenda Item:** CI C.14
Associate Superintendent for Operations
Subject: Lease Agreement between the District and Marina Westshore Partners LLC, a California limited liability company regarding temporary Office Space for the District's Facilities Operation Center

Background information:

The District has outgrown its current Facilities Operation Center ("FOC") and intends to relocate the FOC and staff to a new District owned site within the next eighteen (18) to twenty-four (24) months. In the interim, short term office space is required while the new FOC site is identified and renovated, as appropriate, to house FOC activities. A property located at 1400 Marina Way South, Richmond CA, meets the FOC's current space needs. It is vacant, and no rent will be due until January, 2014. In addition, although the initial term is for five (5) years, there is a Right to Cancel (with 90 days written notice) at any time after the first fifteen (15) months of tenancy, making it an ideal property for the FOC and accommodates its immediate need for space with the flexibility necessary for the FOC's eventual move into a larger, permanent facility.

Basic Terms of Lease:

<u>Commencement Date:</u>	May 16, 2013	
<u>Premises:</u>	1400 Marina Way South, Richmond CA, 94804	
<u>Rentable Area of the Premises:</u>	23,040 square feet	
<u>Term:</u>	Five (5) years and 2 months, plus one Five (5) year option	
<u>Right to Cancel:</u>	District has right to Cancel this Lease after 15 months	
<u>Monthly Base Rent:</u>	<u>Year</u>	<u>Rent/Square Foot</u>
	Months 1 – 8	Free to Tenant through 12-31-13
	Months 9-12	\$ 1.95 / Industrial Gross
	Year 2	\$ 1.95
	3	\$2.01
	4	\$2.04
	5	\$2.07

Tenant's Share of
Operating Expenses: Industrial Gross Lease. In addition to the Base Rent, District is responsible for its own gas, electric, phone and data services, and janitorial service for its demised area only.

Recommendation: Approve Lease Agreement for FOC office space at 1400 Marina Way South, Richmond, CA 94804

Fiscal Impact: No fiscal impact until January, 2014; \$1.95 sq. ft. / Industrial Gross with annual, nominal escalators.

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

OFFICE LEASE

for

1400 Marina Way South

Richmond , CALIFORNIA

by and between

Marina West shore Partners LLC

and

West Contra Costa Unified School District

**BASIC LEASE INFORMATION
OFFICE LEASE**

Lease Date: May 16, 2013

Landlord: Marina Westshore Partners LLC, a California limited liability company

Landlord's Address: 1387 Marina Way South, Suite 200
Richmond, CA 94804

Tenant: West Contra Costa Unified School District (WCCUSD)

Tenant's Address: 1108 Bissell Avenue
Richmond Ca. 94801-3135

Commencement Date: May 16, 2013

Premises: 1400 Marina Way South
Richmond Ca. 94804
(As shown on Exhibit "A")

**Rentable Area of
the Premises:** 23,040 square feet, certified as accurate by measurement in
accordance with the BOMA standard set forth in
Section 1.3

Permitted Uses: Office and other related uses necessary to conduct Tenant's
business as a public agency.

Term: Five (5) years and 2 months, plus one Five (5) year option
(Paragraph 3.1)

Right to Cancel: Tenant will have a right to Cancel this Lease after 15
months, with 90 days prior written notice.

**Scheduled Term
Commencement Date:** May 16, 2013 (Section 3.1)

Monthly Base Rent:

Year

Rent/Square Foot

Ground Floor Area

Months 1 – 8 Free to Tenant through 12-31-13,
With rent being paid through an escrow account.

Months 9-12	\$ 1.95 /RSF Industrial Gross
Year 2	\$ 1.95
3	\$2.01
4	\$2.04
5	\$2.07

Rent Escalations:

As stated.

**Tenant's Share of
Operating Expenses:**

This Lease is an Industrial Gross Lease. In addition to the Base Rent, Tenant shall be responsible for their own gas, electric, phone and data services, and janitorial service to their demised premise only.

Option to Renew:

One (1) five (5) year option (Paragraph 3.5)

Broker:

Landlord: Colliers International

**Broker's Commission
paid by:**

Landlord. Tenant is not responsible for the payment of any Real Estate commissions.

The foregoing Basic Lease Information is hereby incorporated into and made a part of this Lease. Each reference in this Lease to any of the terms above shall mean the respective information set forth above and shall be construed to incorporate all of the terms provided under the particular paragraph pertaining to such information. In the event of any conflict between any Basic Lease Information and the Lease, the Lease shall control.

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OFFICE LEASE

THIS LEASE ("Lease"), dated as of this 16st day of May 2013, by and between Marina Westshore Partners LLC, a California limited liability company ("Landlord") and West Contra Costa Unified School District, a California public school district ("Tenant") for space in that building commonly known as 1400 Marina Way South (the "Building," which together with the land on which it is located is referred to herein as the "Property") located in Richmond, State of California shall be upon the terms and conditions contained hereinafter.

1. PREMISES

1.1 Premises. Landlord leases to Tenant, subject to the provisions of this Lease, Twenty Thousand and Forty (23,040) rentable square feet ("RSF"), consisting of a building and office space whose address is 1400 Marina Way South Richmond CA 94804, the usable space of which is shown on the Building Floor Plan, attached hereto as Exhibit "A" ("Premises") and made a part hereof. Tenant acknowledges that the only warranties and representations Landlord has made in connection with the physical condition of the Premises, or Tenant's use of the same, upon which Tenant has relied directly or indirectly for any purpose, are those expressly provided in this Lease.

1.2 Exhibits. The following Exhibits are attached to this Lease after the signatures and by reference thereto are incorporated herein:

Exhibit "A" Building Floor Plan & Premises
Exhibit "B" Rules and Regulations

1.3 Rentable Area. As used in this Lease, the rentable area of space of the Premises have be determined applying the Building Owners and Managers Association ("BOMA") American National Standard (Reprinted May, 1981) as set forth in ANSI Z65.11980 ("BOMA Standard"). The total rentable area of floor space in the Premises shall be twenty three thousand five and forty square feet, all on the Ground Floor.

1.4 Bathrooms. Exclusive Use in the demised premises.

2. IMPROVEMENTS.

2.1 Plans. Landlord shall deliver the final as-built" plans for the existing shell and interior improvements to Tenant. Tenant shall be responsible for any additional work, if any.

2.2 Pre-occupancy Access. Notwithstanding the foregoing, the Commencement Date and Tenant's obligation to pay Monthly Rent shall be determined in accordance with the provisions of Section 3.1. Prior to the commencement of the Term, Tenant shall have access to the Premises for all purposes including, but not limited to architectural, engineering and

contractor services to survey and design any and all work required for Tenant to occupy the Premises.

2.3. Tenant Improvements Allowance. None.

3. TERM

3.1 Commencement of Term. The Term shall be for a period equal to five (5) years, commencing upon the day following the date Tenant delivers to Landlord the Governing Board's approval of this Agreement, in writing, along with Landlord delivery of a factually correct written notice stating that the Premises are Ready for Occupancy (the "Commencement Date"):

3.2 Lease Commencement Memorandum. Landlord and Tenant shall execute a Lease Commencement Memorandum, which acknowledges said Lease Commencement Date.

3.3 Early Entry. If Tenant elects to occupy the Premises prior to the Commencement Date in accordance with Section 2.2 above, such early entry shall be subject to all the terms and provisions hereof, except for the payment of Monthly Rent which shall commence on the Commencement Date and the payment of utility charges which shall be determined pursuant to the provisions of Section 6.3.

3.4 Delivery of Possession. Landlord has certified the Premises are Ready for Occupancy as of April 15, 2013 (subject to the provisions of Section 2.2).

3.4 Option to Extend. Provided that Landlord has not given notice of a default which remains uncured on the part of Tenant, either at the time of exercise of the Option to Extend or at the time the extended Term commences, Tenant shall have the option to extend ("Option to Extend") the initial five (5) year Term of this Lease ("Initial Term") for one (1) additional period of five (5) years ("Option Period") and except as may be provided elsewhere herein, on the same terms, covenants and conditions provided herein, except that upon such renewal, the Monthly Rent due shall be equal to the then-existing Fair Market Rental Rate (as hereinafter defined); provided, however, the Option Period rent shall not be less than the Monthly Rent during the previous year. For the purpose of calculating Tenant's Share of Operating Expenses a new Base Year shall commence. Tenant shall exercise its option to extend for the Option Period by giving Landlord written notice ("Option Notice") of its intent to renew no sooner than **twelve (12) months** and no later than **nine (9) months** prior to the expiration of the Initial Term, and the failure by Tenant to give Landlord such Option Notice shall render the Option to Extend null and void. The Option to extend may only be transferred as part of a sublease of the Premises or a part thereof with landlord's approval which Landlord may withhold in its reasonable discretion.

3.5 Right to Cancel. During the Initial Term, Tenant shall have the right to cancel ("Right to Cancel") fifteen (15) months after Lease commencement, with ninety (90) days prior written notice to Landlord. In no event shall Tenant be responsible for any Rent Payments on the

unexpired portion remaining on the Initial Term of the Lease, nor shall a cancellation fee be due, should Tenant exercise this Right to Cancel.

4. RENT

4.1 Rent. Subject to the adjustments, if any, set forth in the Work Letter Agreement attached hereto as Exhibit "C", Tenant shall pay to Landlord as rent for the Premises the Rent set forth herein.

<u>Year</u>	<u>Rent/Square Foot</u>
<u>Ground Floor Area</u>	
Months 1 – 8	Free to WCCUSD through 12/31/13 (rent paid through escrow. By Chevron USA)
Months 9 - 12	\$1.95 /RSF Industrial Gross
Year 2	\$1.95
3	\$2.01
4	\$2.04
5	\$2.07

4.2 Late Charge. If Monthly Rent is unpaid after the tenth (10th) day after the due date, Tenant shall pay a late charge of five percent (5%) of the amount overdue. The parties agree that this late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of the late payment by Tenant. The amount of the late charge shall be added to the delinquent rent. Any dishonored check shall be treated as rent unpaid and shall be subject to late charges.

Initials:

Landlord

Tenant

4.3 Lease Year. The term "Lease Year" as used in the Lease means as follows:

(a) The first Lease Year shall be the first twelve months of the Lease Term.

(b) Each succeeding Lease Year shall be a full year commencing on the anniversary date of the first Lease Year.

4.4 Additional Rent. All other amounts of money to be paid by Tenant to Landlord shall be deemed additional rent, if any.

4.5 Adjustments. The Monthly Rent set forth herein has been agreed upon by the parties and is based upon the square footage for the Premises as set forth by Landlord.

4.6 Option Period. Subject to the provisions of 3.4 above, Tenant shall exercise its option for the Option Period no sooner than twelve (12) months and no later than **nine (9) months** prior to expiration of the Initial Term. Rent for the Option Period shall be set at the then Fair Market Rental Rate for the space for office use (without giving effect to any above standard improvements made by Tenant). No later than fifteen (15) days after Tenant's exercising its option, Landlord shall give Tenant written notice of the proposed Fair Market Rental Rate. If Tenant does not agree, it shall inform Landlord within seven (7) days of receipt of Landlord's notice ("Tenant's Review Period"). Landlord and Tenant shall thereafter use reasonable efforts to reach an agreement as to the Fair Market Rental Rate for the Premises. If Landlord and Tenant fail to reach agreement within fifteen (15) days following Tenant's Review Period ("Outside Agreement Date"), then each party shall place in a separate sealed envelope their final proposal as to Fair Market Rental Rate. Landlord and Tenant shall meet with each other within five (5) business days of the Outside Agreement Date and exchange the sealed envelopes and then open such envelopes in each other's presence. If Landlord and Tenant do not mutually agree upon the Fair Market Rental Rate within one (1) business day of the exchange and opening of envelopes, the parties shall agree upon and jointly select, within ten (10) days, a single real estate appraiser ("Arbitrator") with at least five (5) years experience in the appraisal of commercial properties in the Emeryville/Berkeley/Oakland area., or such other neutral person agreed upon by the parties. Neither Landlord nor Tenant shall consult with the Arbitrator as to his or her opinion as to Fair Market Rental Rate prior to the appointment. The determination of the Arbitrator shall be limited to determination of the Fair Market Rent taking into account the requirements of this Section 4.6, provided, however, the Fair Market Rent determined by the arbitrator shall be between the minimum and the maximum Monthly Rent as defined in Section 3.4. The Appraiser may hold such meetings and require such input as the Arbitrator, in his or her sole discretion, determines is necessary. In addition, Landlord or Tenant may submit to the Arbitrator with a copy to the other party within five (5) business days after the appointment of the Arbitrator any market data and additional information that such party deems relevant to the determination of Fair Market Rental Rate ("FMRR Data") and the other party may submit a reply in writing within five (5) business days after receipt of such FMRR Data.

The final FMRR shall be increased by three percent (3%) annually during the Option Term.

The Arbitrator shall, within thirty (30) days of his or her appointment, reach a decision as to whether the Landlord's or the Tenant's submitted Fair Market Rental Rate most closely approximates the Arbitrator's determination of the Fair Market Rental Rate of the Premises, and shall notify Landlord and Tenant of such determination. The proposal selected by the Arbitrator as most closely approximating the Arbitrator's determination of the Fair Market Rental Rate of the Premises shall be deemed the Fair Market Rental Rate of the Premises. The Arbitrator shall have no right to propose a middle ground or any modification of either of the two proposals.

The decision of the arbitrator shall be binding upon Landlord and Tenant, except as provided below.

If Landlord and Tenant fail to agree upon and appoint an arbitrator, then the appointment of the arbitrator shall be made by the President of the West Contra Costa Board of Realtors or the President of the San Francisco Bay Area chapter of NAIOP or the president of any comparable organization in the West Contra Costa area.

The cost of arbitration shall be paid by Landlord and Tenant equally. Notwithstanding the above, **in no event shall the Option Period rent be less than the monthly rent for the previous year** with a 2018 base year for the purpose of calculating Tenant's Share of Operating Expenses. After receipt of the final determination of the Fair Market Rental Rate by the Arbitrator as set forth above, Tenant shall have seven (7) days to reaffirm or rescind its exercise of its Option to Extend. If written notice of the election by Tenant to rescind the exercise of its Option to Extend is not received by Landlord within the seven (7) day period, the exercise of the option shall be deemed affirmed. If Tenant elects to reaffirm its exercise of its Option to Extend, the Rent for the Option Period shall be equal to the Fair Market Rental Rate as determined by the Arbitrator. If Tenant shall elect to rescind the exercise of its Option to Extend as set forth above, then the Term of this Lease shall expire as set forth in this Lease.; provided, however, that in the event Tenant shall elect to rescind as set forth in this Section, Landlord shall have the right to accept Tenant's initial proposed Fair Market Rental Rate and the exercise of the option shall be deemed affirmed and the Rent for the Option Period shall be equal to Tenant's initial proposed Fair Market Rental Rate. As used herein, the term "Fair Market Rental Rate" shall mean the average annual amount per rentable square foot that landlords would accept in current transactions between nonaffiliated parties from new, non-expansion, non-renewal and non-equity tenants, for comparable class A space, in comparable buildings with comparable locations, for a comparable use for a comparable term in the in the Richmond CA Marina Bay area only. ("Comparable Transactions"). In identifying Comparable Transactions, appropriate consideration shall be given to the annual rental rates per rentable square foot, the standard of measurement by which the rentable square footage is measured, the ratio of rentable square feet to usable square feet, the type of escalation clause (e.g., whether increases in additional rent are determined on a net or gross basis, and if gross, whether such increases are determined according to a base year or a base dollar amount expense stop), length of the lease term, size and location of premises being leased, and other generally applicable conditions of tenancy for such Comparable Transactions, tenant improvement allowances up to five and 50/100 Dollars (\$5.50), but the FMRR shall not be discounted because of other tenant concessions such as moving allowances etc. The Arbitrator shall assume that the Premises are already built out and the Tenant will occupy similarly developed space with similar improvements.

If the final determination of the Fair Market Rental Rate has not been made prior to the date on which Tenant's obligation to pay rent for the Option Period commences, then, from such date until the date the final determination is made ("Interest Period"), Tenant shall pay estimated rent for the Premises at the rate applicable to the Premises during the month immediately

preceding such rent commencement date. Once the final determination of the Fair Market Rental Rate has been made, if the rent payable by Tenant for the Premises pursuant to the Fair Market Rental Rate exceeds the rent paid by Tenant during the Interest Period, Tenant shall pay the excess to Landlord concurrently with its next installment of Monthly Rent, and if the rent paid by Tenant during the Interest Period exceeds the rent payable by Tenant for the Premises pursuant to the Fair Market Rental Rate, Landlord shall credit the excess against the rent or other charges next coming due under the Lease.

4.7. Security Deposit. On the Commencement of this Lease, Tenant shall pay the first months rent. In addition, on the Commencement Date, Tenant shall deposit with Landlord **Six Months of rent in lieu of** a security deposit for the performance by Tenant of the provisions of this Lease (Advance Rent). Said Advance Rent to be credited each month to the Rent then due, commencing January 1, 2014. If Tenant is in default upon written notice and failure to cure within five (5) business days, Landlord can use the Advance Rent, or any portion of it, to cure the default or to compensate Landlord for all damage sustained by Landlord resulting from Tenant's default. Tenant shall immediately on demand pay to Landlord a sum equal to the portion of the Advance Rent expended or applied by Landlord as provided in this Section so as to maintain the security deposit in the sum initially deposited with Landlord. If Tenant is not in default at the end of the second Lease Year, and if during the first two years of the Initial Lease Term, Tenant has not been in material default, and if Landlord has not given written notice more than two (2) times that rent has not been paid when due during said period, then upon Tenant's written request, Landlord shall refund Tenant's Advance Rent, if any. If the Advance Rent has not been returned earlier, and if Tenant is not in default beyond any applicable cure period at the expiration or termination of this Lease, Landlord shall return the Advance Rent, if any, to Tenant. Landlord's obligations with respect to the Advance Rent are those of a debtor and not a trustee. Landlord shall not be required to hold the Advance Rent in a segregated fund. Landlord shall not be required to pay Tenant interest on the Advance Rent.

5. INSURANCE AND INDEMNITY.

5.1 Tenant's Liability Insurance. Landlord acknowledges that Tenant is permissibly self-insured under the applicable Government Code provision. Tenant and agrees to provide on an annual basis to Landlord adequate proof of self-insurance and excess liability coverage. Tenant shall provide to Landlord a Certificate of Insurance naming Landlord as an additional insured with respect to the obligations under this Agreement and the use of Premises. Tenant shall provide a letter of self-insurance to Landlord concurrent with the execution of this Lease. Such coverage shall have a minimum combined single limit of liability of at least One Million Dollars (\$1,000,000) and a general aggregate limit of Two Million Dollars (\$2,000,000) provided, that Landlord, not more than once three years during the Term and Option Term, if applicable, hereof and upon the advice of Landlord's insurance broker, reasonably concurred in by Tenant, may require Tenant to increase its single limit liability and aggregate liability if within the reasonable discretion of the broker, and comparable landlords and comparable tenants in West Contra Costa County are doing the same; provided, however, the single limit and aggregate liability limits shall not exceed Three Million Dollars (\$3,000,000) during the initial Lease Term, or Five Million Dollars (\$5,000,000) during the Option Period. All such policies

shall be written to apply to all bodily injury, property damage, personal injury and other covered loss, however occasioned, occurring during the policy term, shall be endorsed to add Landlord as an additional insured, to provide that such coverage shall be primary and that any insurance maintained by Landlord shall be excess insurance only. Such coverage shall also contain endorsements: (a) deleting any employee exclusion on personal injury coverage; and (b) providing for coverage of employer's automobile non-ownership liability. All such insurance shall provide for severability of interests; shall provide that an act or omission of one of the named insureds shall not reduce or avoid coverage to the other named insureds. Tenant shall also maintain Worker's Compensation insurance in accordance with California law. Such coverage shall be endorsed to waive the insurer's rights of subrogation against Landlord. All coverages described in this Section shall be endorsed to provide Landlord with thirty (30) days' notice of cancellation or change in terms. If at any time during the Term the amount or coverage of insurance which Tenant is required to carry under this Section is, in Landlord's reasonable judgment, materially less than the amount or type of insurance coverage typically carried by comparable tenants of Comparable Buildings located in West Contra Costa County, California, which are similar to and operated for similar purposes as the Premises, Landlord shall have the right upon the advice of Landlord's broker, and reasonably concurred in by Tenant's broker, to require Tenant, not more than once a year, to increase the amount or change the types of insurance coverage required under this Section; provided, however, the limits on single limit and aggregate liability shall apply.

5.2 Form of Policies. All insurance policies required to be carried under this Lease shall (a) be written by companies rated A/VII or better in "Best's Insurance Guide" and authorized to do business in California, and (b) name any parties with an insurable interest designated by Landlord as additional insureds. Notwithstanding the above, Tenant, as a public agency, shall have the right to provide proof of insurance from their "pooled" insurance provider. Tenant shall deliver to Landlord on or before the Commencement Date, and thereafter at least thirty (30) days before the expiration dates of expiring policies, certified copies of its insurance policies, or a certificate evidencing the same issued by the insurer thereunder, and, in the event Tenant shall fail to procure such insurance, or to deliver such policies or certificates, Landlord may, at its option (upon Tenant's failure to procure such insurance or to deliver such policies or certificates within fifteen (15) days following receipt of notice thereof from Landlord) and in addition to Landlord's other remedies in the Event of Default by Tenant hereunder, procure the same for the account of Tenant, and the cost thereof shall be paid to Landlord as Additional Charges. Any insurance provided for in Sections 5.1 and 5.3 may be maintained by means of a policy or policies of blanket insurance, covering additional items or locations or insureds, provided, however, that:

(a) Landlord and any other parties in interest from time to time designated by Landlord to Tenant shall be named as an additional insured thereunder as its interest may appear;

(b) the coverage afforded Landlord and any such other parties in interest will not be reduced or diminished by reason of the use of such blanket policy of insurance;

(c) any such policy or policies shall specify therein (or Tenant shall furnish Landlord with a written statement from the insurers under such policy specifying the amount of the total insurance allocated to the Tenant's improvements and property; and

(d) the requirements set forth in this Article 5 are otherwise satisfied.

5.3 Insurance of Personalty. Tenant shall at all times during the Term, at its cost and expense, maintain in effect policies of insurance covering (a) its trade fixtures, personal property and equipment located on the Premises, in an amount not less than eighty percent (80%) of their actual cash value, providing protection against any peril included within the classification "Fire and Extended Coverage", together with insurance against sprinkler damage, vandalism and malicious mischief, and (b) all plate glass in the exterior walls of and inside the Premises. The proceeds of such insurance, so long as this Lease remains in effect, shall be used to repair or replace the fixtures, equipment and plate glass so insured. Notwithstanding the foregoing, Tenant shall have the right to self-insure for plate glass.

5.4 Landlord to Insure Building. During the Term, Landlord shall carry the types of insurance, and with such policy limits, as protecting the Building and Landlord as are normally and customarily carried by comparable landlords of Comparable Buildings including the following: (a) Landlord shall maintain "All Risk" property insurance (including inflation endorsement, sprinkler leakage endorsement, and, at Landlord's lender's option, earthquake and flood coverage on the Building covering one hundred percent (100%) of the full replacement cost valuation of the Building with a reasonable deductible included (provided, however, that the amount of property insurance that Landlord shall carry with regard to the shell of the Building shall be in accordance with at least the requirements of Landlord's lender), the Tenant Improvements (to the extent of Landlord's contribution to Tenant in connection therewith) and Landlord's personal property, excluding coverage of all Tenant's trade fixtures, personal property and equipment located on or in the Premises, (b) policy of commercial general liability and property damage insurance, (c) loss of rent insurance and (d) workers' compensation insurance if Landlord has employees. Landlord shall provide Tenant with certificates of insurance. Such insurance shall also include insurance against loss of rents on an "All Risk" basis in an amount equal to the Monthly Rent and additional rent payable under the Lease, for a period of at least six (6) months commencing on the date of loss. Such insurance shall name Landlord and its agents as additional insureds and include a lender's loss payable endorsement (Form 438 BFU) in favor of Landlord's lender, if any. If the insurance premium increases due to Tenant's use (other than uses permitted by this Lease) of the Premises, Tenant shall pay the full amount of the increase.

5.5 Waiver of Liability. Landlord and Tenant each hereby waives the right of subrogation against the other and any and all rights of recovery against the other or against any other tenant or occupant of the Building or against the officers, partners in, employees, agents, representatives, customers and business visitors of, such other party or of such other tenant or occupant of the Building for loss of or damage to such waiving party or its property or the property of others under its control, arising from any cause insured against under any standard form of fire insurance policy with all permissible extension endorsements covering additional perils or under any other policy of insurance carried by such waiving party in lieu thereof.

5.6 Indemnity. Except as hereinafter set forth, Tenant shall indemnify, defend, protect and hold Landlord harmless from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs or expense (including reasonable attorneys' fees) arising from or in connection with, or caused by (a) any willful act, omission or negligence of Tenant or any subtenant of Tenant, or their respective contractors, licensees, invitees, agents, servants or employees, where so ever the same may occur, or (b) any use of the Premises, or any accident, injury, death or damage to any person or property occurring in, on or about the Premises, or any part thereof, and any service delivery facilities or any other portions of the Building used by Tenant, excluding such claims, loss, proceedings, damages, causes of action, liability, costs or expense (including attorneys' fees) arising from or in connection with, or caused by any willful act, omission or negligence of Landlord, its respective contractors, licensees, agents, servants or employees, wheresoever the same may occur..

Notwithstanding the foregoing to the contrary, Tenant shall not be required to indemnify and hold Landlord harmless from any loss, cost, liability, damage or expense, including, but not limited to, penalties, fines, attorneys' fees or costs (collectively "Claims"), to any person, property or entity resulting from the negligent acts or omissions or willful misconduct of Landlord or its agents, contractors, servants, employees or licensees, in connection with Landlord's activities in the Building (except for damage to the Tenant Improvements and Tenant's personal property, fixtures, furniture and equipment in the Premises, to the extent Tenant is required to obtain the requisite insurance coverage pursuant to the Lease, and the damage is a covered loss under such requisite insurance policy) or the site, and Landlord hereby so indemnifies and holds Tenant harmless from any such Claims, including but not limited to Claims arising from any noncompliance of the Building and/or the site with any laws relating to disabled access, or Claims arising from the presence in the Premises, the Building and/or the site of hazardous substances, except to the extent such hazardous substances were placed in or on the Premises, the Building and/or the site by Tenant or Tenant's agents, contractors, servants, employees or licensees or other tenants of the Building (the "Exception") as long as all tenants of the Building shall be treated equally with regard to the Exception. Landlord's and Tenant's indemnity hereunder will survive the expiration of the Term of, or any termination of the Lease. Provided, further, to the extent any damage or repair obligation is covered by insurance obtained by Landlord as part of Operating Expenses, but is not covered by insurance required to be maintained and carried by Tenant pursuant to the provisions of this Article 5 or actually carried by Tenant, then Tenant shall be relieved of its indemnity obligation up to the amount of the insurance proceeds which Landlord is entitled to receive. Tenant's agreement to indemnify and

hold Landlord harmless pursuant to this Section 5.6 and the exclusion from Tenant's indemnity and Landlord's agreement to indemnify and hold Tenant harmless pursuant to this provision are not intended to and shall not relieve any insurance carrier of its obligations under policies required to be carried by Landlord or Tenant, respectively, pursuant to the Lease to the extent that such policies cover the results of such acts, omissions or willful misconduct. If either party breaches this agreement by its failure to carry required insurance, such failure shall automatically be deemed to be a covenant and agreement by Landlord or Tenant, respectively, to self insure to the full extent of such required coverage, with full waiver of subrogation.

Notwithstanding the foregoing to the contrary, because Landlord is required to maintain insurance on the Building and because of the existence of waivers of subrogation set forth in Lease Section 5.5, Landlord hereby indemnifies and holds Tenant harmless from any loss, cost, liability, damage or expense (including, but not limited to penalties, fines and actual attorneys' fees and costs) to any property outside of the Premises to the extent such loss, costs, liability, damage or expenses are covered by such insurance, even if resulting from the negligent acts, omissions, or willful misconduct of Tenant or those of its agents, contractors, servants, employees or licensees. Similarly, since Tenant must carry insurance pursuant to Lease Section 5.1 to cover its personal property within the Premises, Tenant hereby indemnifies and holds Landlord harmless from any loss, cost, liability, damage or expense (including, but not limited to penalties, fines and actual attorneys' fees and costs) to any property within the Premises, to the extent such loss, costs, liability, damage or expenses are covered by such insurance, even if resulting from the negligent acts or omissions of Landlord or those of its agents, contractors, servants, employees or licensees. In the event the Premises and/or the Building are damaged or destroyed and such damage or destruction is covered by insurance obtained by Landlord and not covered by insurance obtained by Tenant, Landlord shall, subject to any limitations imposed by Landlord's lender, use the proceeds of its insurance actually received by Landlord as compensation specifically paid for these purposes to repair the damage or destruction to the Premises and/or the Building, subject to any rights either Landlord or Tenant may have to terminate the Lease in the event such damage or destruction occurs.

5.7 Landlord's Disclaimer. Landlord shall not be liable for injury or damage which may be sustained by the person, goods, wares, merchandise or property of Tenant, its employees, invitees or customers or any other person in or about the Premises or the Building caused by or resulting from fire, steam, electricity, gas, water or rain, which may leak or flow from or into any part of the Premises, or from the breakage, leakage, obstruction or other defects of the pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures of the same, whether such damage or injury results from conditions arising upon the Premises or upon other portions of the Building, or from other sources, unless any such injury or damage is caused by the negligence, omission or willful acts of Landlord or Landlord's agents, contractors, or employees. Landlord shall not be liable for any damages arising from any act or neglect of any other tenant of the Building.

6. OPERATING EXPENSES

6.1 Operating Expenses. Tenant's share of the Operating Expenses ("Tenant's Share") is hereby covered in the Industrial gross calculation of Rent, as set forth in this Agreement. Tenant shall not be responsible for the payment of any such expenses, except as set forth in Paragraph 6.3 herein.

(a) Definition. Subject to the exclusions and the amortization requirements set forth in (b) below, "Operating Expenses" shall include all expenses and costs of every kind and nature which Landlord shall pay or become obligated to pay because of or in connection with the ownership and operation of the Building and legal lot on which it stands and supporting facilities, including, without limitation: (i) all Impositions; (ii) premiums for insurance maintained by Landlord pursuant to Article 5, provided, however, the cost of earthquake insurance which is required by Landlord's lender after the Second Year shall not be included in Operating Expenses; (iii) wages, salaries and related expenses and benefits of all onsite employees/personnel of level of building manager or below engaged in operation, maintenance and security; provided, however, that if any such employees of Landlord provide services for more than one building of Landlord, then only a prorated portion of their wages, benefits and taxes shall be included in Operating Expenses based on the portion of their working time devoted to the Building; (iv) all supplies, materials and equipment rental used in operation; (v) all maintenance and repair, janitorial, trash removal, security and service costs; (vi) legal and accounting expenses; (vii) repairs, replacements and general maintenance (excluding those paid for by proceeds of insurance or other parties and alterations attributable solely to tenants of the Building other than Tenant); (viii) all maintenance and repair costs, including sidewalks, landscaping, service areas, mechanical rooms and parking areas, Building exterior, driveways; (ix) amortization of capital improvements (over the useful life of the improvements) to the extent such capital improvements reduce other Operating Expenses or to the extent that they are required by governmental authorities; and (ix) all charges for heat, water, gas, electricity and other utilities used or consumed in the Building and parking areas, entranceways, sidewalks to Building, etc.

(b) Exclusions from Operating Expenses. Notwithstanding the foregoing, Operating Expenses shall not include the following:

- (i) Any ground lease rental;
- (ii) Costs of items considered capital repairs, replacements, improvements and equipment under generally accepted accounting principles consistently applied ("Capital Items"), including but not limited to replacement of HVAC units;
- (iii) Rentals for items (except when needed in connection with normal repairs and maintenance of permanent systems) which if purchased, rather than rented, would constitute a capital improvement which is specifically

excluded in Subsection (ii) above (excluding, however, equipment not affixed to the Building which is used in providing janitorial or similar services);

(iv) Costs incurred by Landlord for the repair of casualty damage to the Building;

(v) Costs, including permit, license and inspection costs, incurred with respect to the installation of tenant or other occupants' improvements in the Building or incurred in renovating or otherwise improving, decorating, painting or redecorating vacant space for tenants or other occupants of the Building;

(vi) Depreciation, amortization and interest payments, except as provided herein and except on materials, tools, supplies and vendor type equipment purchased by Landlord to enable Landlord to supply services Landlord might otherwise contract for with a third party where such depreciation, amortization and interest payments would otherwise have been included in the charge for such third party's services, all as determined in accordance with generally accepted accounting principles, consistently applied, and when depreciation or amortization is permitted or required, the item shall be amortized over its useful life as determined by the Internal Revenue Service;

(vii) Marketing costs including, without limitation, leasing commissions, attorneys' fees in connection with the negotiation and preparation of letters, deal memos, letters of intent, leases, subleases and/or assignments, space planning costs, and other costs and expenses incurred in connection with lease, sublease and/or assignment negotiations and transactions with present or prospective tenants or other occupants of the Building;

(viii) Expenses in connection with services or other benefits which are not offered to Tenant or for which Tenant is charged for directly but which are provided to another tenant or occupant of the Building;

(ix) Costs incurred by Landlord due to the violation by Landlord or any tenant of the terms and conditions of any lease of space in the Building;

(x) Overhead and profit increment paid to Landlord or to subsidiaries or affiliates of Landlord for goods and/or services in or to the Building to the extent the same exceeds the costs of such goods and/or services rendered by unaffiliated third parties on a competitive basis;

(xi) Interest, principal, points and fees on debts or amortization on any mortgage or mortgages or any other debt instrument encumbering the Building or the site (except as permitted in (ii) above);

(xii) Landlord's general corporate overhead and general and administrative expenses;

(xiii) Any compensation paid to clerks, attendants or other persons in commercial concessions operated by Landlord or in the parking areas of the Building or wherever Tenant is granted its parking privileges and/or all fees paid to any parking facility operator (on or off site) (provided, however, that if Landlord provides such parking to Tenant free of charge or at a reduced rate, to the extent that Tenant's pro rata share of such expenses exceeds any amount paid by Tenant for such parking, these expenses may be included as a part of Operating Expenses);

(xiv) Rentals and other related expenses incurred in leasing HVAC systems, elevators or other equipment ordinarily considered to be Capital Items, except for (1) expenses in connection with making repairs on or keeping Building Systems in operation while repairs are being made and (2) costs of equipment not affixed to the Building which is used in providing janitorial or similar services;

(xv) Advertising and promotional expenditures, and costs of signs in or on the Building identifying the owner of the Building or other tenants' signs;

(xvi) The cost of any electric power used by any tenant in the Building in excess of the Building standard amount, or electric power costs for which any tenant directly contracts with the local public service company, provided, however, that if any tenant in the Building contracts directly for electric power service during any portion of the relevant period, the total electric power costs for the Building shall be "grossed up" to reflect what those costs would have been had each tenant in the Building used the Building standard amount of electric power;

(xvii) Services provided, taxes attributable to, and costs incurred in connection with the operation of the retail, restaurant, and garage operations in the Building, and any replacement garages or parking facilities and any shuttle services (provided, however, that if Landlord provides such parking to Tenant free of charge or at a reduced rate, to the extent that Tenant's pro rata share of such expenses exceeds any amount paid by Tenant for such parking, these expenses may be included as a part of Operating Expenses);

(xviii) Costs incurred in connection with upgrading the Building to comply with disability, life, fire and safety codes, ordinances, statutes, or other laws in effect prior to the Commencement Date including, without limitation, the ADA, including penalties or damages incurred due to such noncompliance;

(xix) Tax penalties incurred as a result of Landlord's negligence, inability or unwillingness to make payments and/or to file any tax or information returns when due;

(xx) Costs for which Landlord has been compensated by a management fee;

(xxi) Costs arising from the negligence or fault of other tenants or Landlord or its agents, or any vendors, contractors, or providers of materials or services selected, hired or engaged by Landlord or its agents including, without limitation, the selection of building materials;

(xxii) Notwithstanding any contrary provision of the Lease, including, without limitation, any provision relating to capital expenditures, any and all costs arising from the presence of hazardous materials or substances (as defined by Applicable Laws in effect on March, 2005) in or about the Building or site including, without limitation, hazardous substances in the ground water or soil, not placed in the Premises, Building or site by Tenant, its agents, employees, invitees, or customers;

(xxiii) Costs arising from Landlord's charitable or political contributions;

(xxiv) Costs arising from earthquake insurance unless required by Landlord's lender;

(xxv) Costs arising from latent defects in the base, shell or core of the Building or improvements installed by Landlord or repair thereof;

(xxvi) Costs for sculpture, paintings or other objects of art;

(xxvii) Costs (including in connection therewith all attorneys' fees and costs of settlement judgments and payments in lieu thereof) arising from claims, disputes or potential disputes in connection with potential or actual claims litigation or arbitrations pertaining to Landlord and/or the Building and/or the site;

(xxviii) Costs associates with the operation of the business of the partnership or entity which constitutes Landlord as the same are distinguished from the costs of operation of the Building, including partnership accounting and legal matters, costs of defending any lawsuits with any mortgagee, costs of selling, syndicating, financing, mortgaging or hypothecating any of Landlord's interest in the Building, costs of any disputes between Landlord and its employees (if any) not engaged in Building operation, disputes of Landlord with Building management, or outside fees paid in connection with disputes with other tenants;

(xxix) Any other expenses which, in accordance with generally accepted accounting principles, consistently applied, would not normally be treated as Operating Expenses by landlords of Comparable Buildings; and

(1) Landlord agrees that since one of the purposes of Operating Expenses and the gross up provision is to allow Landlord to require Tenant to pay for the cost attributable to its Premises, Landlord agrees that (i) Landlord will not collect or be entitled to collect Operating Expenses from all of its tenants in an amount which is in excess of one hundred percent (100%) of the Operating Expenses actually paid by Landlord in connection with the operation of the Building, and (ii) Landlord shall make no profit from Landlord's collections of Operating Expenses except in the form of late charges or interest on amounts not paid when due. All assessments and premiums which are not specifically charged to Tenant because of what Tenant has done, which can be paid by Landlord in installments, shall be paid by Landlord in the maximum number of installments permitted by law and not included as Operating Expenses except in the year in which the assessment or premium installment is actually paid; provided, however, that if the prevailing practice in other comparable office buildings in the vicinity of the Building is to pay such assessments or premiums on an earlier basis, and Landlord pays on such basis, such assessments or premiums shall be included in Operating Expenses as paid by Landlord; in no event, however, shall Landlord include any accrued interest (resulting from such assessments or premiums) in its computation of Operating Expenses.

(2) Each time Landlord provides Tenant with an actual and/or estimated statement of Operating Expenses, such statement shall be itemized on a line item by line item basis, showing the applicable expense for the applicable year and the year prior to the applicable year.

(xxx) Costs relating solely to other tenancies.

(c) Proration. Any Operating Expenses attributable to a period which falls only partially within the Term shall be prorated between Landlord and Tenant so that Tenant shall pay only that proportion thereof which the part of such period within the Term bears to the entire period;

(d) Survival. Any such sum payable by Tenant which would not otherwise be due until after the date of the termination of this Lease, shall, if the exact amount is uncertain at the time that this Lease terminates, be paid by Tenant to Landlord upon such termination in an amount to be determined by Landlord with an adjustment to be made once the exact amount is known;

(e) Estimated Payments. Prior to the commencement of each year of the Term, Landlord may reasonably estimate Tenant's Share of Operating Expenses over Base Year Operating Expenses for such year pursuant to this provision and, commencing with Lease Year 2014, Tenant shall pay to Landlord on the first of each month in advance, one-twelfth (1/12) of Landlord's estimated amount. At the end of each year there shall be an adjustment made to account for any difference between the actual and the estimated Operating Expenses for the previous year; Landlord shall credit any overpayment against the sums next coming due under the Lease, or, if the Term has expired, promptly refund such overpayment to Tenant. Landlord shall provide Tenant with a statement of actual Operating Expenses ninety (90) days after yearend. Tenant shall have the right, not more often than once per calendar year, to audit the Operating Expenses and to retain an independent company to audit and/or review Landlord's records to determine the proper amount of Tenant's Share of Operating Expenses. If such audit or review reveals that Landlord has overcharged Tenant, then within five (5) days after the results of such audit are made available to Landlord, Landlord shall reimburse Tenant the amount of such overcharge plus interest at the Interest Rate. If the audit reveals that Tenant was undercharged, then within five (5) days after the results of the audit are made available to Tenant, Tenant shall reimburse Landlord the amount of such undercharge plus interest thereon at the Interest Rate. If Landlord desires to contest such audit results, Landlord may do so by submitting the results of the audit to arbitration pursuant to Section 19.4 within five (5) days of receipt of the results of the audit, and the arbitration shall be final and binding upon Landlord and Tenant. Tenant agrees to pay the cost of such audit, provided that, if the audit reveals that Landlord's determination of Tenant's Share of Operating Expenses as set forth in any statement sent to Tenant was in error in Landlord's favor by more than two percent (2%), Landlord shall pay the cost of such audit. Landlord shall be required to maintain records of all Operating Expenses and other Rent Adjustments for the entirety of the three year period ("Review Period") following Landlord's delivery to Tenant of each actual statement setting forth Tenant's Share of Operating Expenses. The payment by Tenant of any amounts pursuant to Lease Article 6 shall not preclude Tenant from questioning the correctness of any actual statement provided by Landlord at any time during the Review Period, but the failure of

Tenant to object thereto prior to the expiration of the Review Period shall be conclusively deemed Tenant's approval of the actual statement.

In the event that any other tenant audits or reviews Operating Expenses and an adjustment is made, the results of such audit or review shall be sent to Tenant to allow Tenant to determine whether Tenant is to be permitted a corresponding adjustment.

(f) Operating Expenses for Equipment Used Solely for Tenant. If any equipment is used solely for the Premises, e.g., except as set forth in subparagraph 7.2 HVAC units ("Equipment"), then any increase in Operating Expenses over the Base Year due entirely to such Equipment, e.g., maintenance costs, shall be apportioned entirely to Tenant in calculating increases over the Base Year. The wet-sprinkler fire system and monitoring cost are included in the Base Rent.

6.2 Impositions. Subject to the exclusions and the amortization requirements set forth in 6.1(b), real estate taxes and all other taxes relating to the Premises and/or the Building, including, but not limited to, license fees, city business tax, rent tax or levy, all other taxes which may be levied in lieu of real estate taxes, all assessments, assessment bonds, levies, fees and other governmental charges (including, but not limited to, charges for traffic facilities improvements, transportation shuttle assessments, water service studies and improvements, and fire service studies and improvements) or amounts necessary to be expended because of governmental orders, whether general or special, ordinary or extraordinary, unforeseen as well as foreseen, of any kind and nature for public improvements, services, benefits, or any other purpose which are assessed, levied, confirmed, imposed or become a lien upon the Premises or Building or become payable during the Term to the extent that same are attributable to any Lease Year or portion thereof shall collectively be referred to as "Impositions."

(a) Installment Election. In the case of any Impositions which may be evidenced by improvement or other bonds or which may be paid in annual or other periodic installments, Landlord shall elect to cause such bonds to be issued or cause such assessment to be paid in installments over the maximum period permitted by law and only such installments as are due annually shall be included in the Operating Expenses.

(b) Limitation. Nothing contained in this Lease shall require Tenant to pay any franchise, estate, inheritance or succession transfer tax of Landlord, or any income, profits or revenue tax or charge, upon the net income of Landlord from all sources; provided, however, that if at any time during the Term under the laws of the United States Government or the State of California, or any political subdivision thereof, a tax or excise on rent, or any other tax however described, is levied or assessed by any such political body against Landlord on account of Rent, or a portion thereof, the same shall be included as Impositions.

(c) Sale or Transfer of the Property. Notwithstanding any other provision of Article 6, during the **first three {3} years of the Initial Term** , Tenant shall not be

responsible for paying any increase of or reassessment in real estate taxes solely attributable to (i) an increase in the assessed value of the Building and Land (the "Property") based upon Change of Ownership as defined in Revenue and Taxation Code Section 61 or from major alterations, improvements, modifications or renovations to the Building or Land, or (ii) any action, including without limitation, judicial action or action by initiative, which serves to repeal, modify and/or limit the application of Article XIII A of the California Constitution (otherwise known as Proposition 13); provided, however, this exclusion shall not apply to any lender which forecloses on the Property or takes a deed-in-lieu of foreclosure or any transferee of such a lender (or any subsequent transfer thereafter).

(d) Personal Property Taxes. Tenant shall pay or cause to be paid, prior to delinquency, any and all taxes and assessments levied upon all trade fixtures, inventories and other personal property placed in and upon the Premises by Tenant.

(e) Reassessment for Tenant Improvements. Any increase in real property taxes as the result of reassessment of the Property based upon the construction of the Tenant Improvements or Landlord's Improvements constructed in connection with Tenant's Premises shall be included in the Base Year Operating Expenses.

6.3 Utility Services.

(a) Tenant to Pay. Except for those utility charges attributable to the Building exterior and parking and drive areas, e.g., exterior lights connected to the Building electric meter and in light of the fact that the Premises are separately metered for utilities, Tenant shall pay directly to the provider all charges for natural gas, electricity, telephone, cable, internet, data and other utility services (except domestic, landscape and fire water, sanitary sewer and trash removal) used by Tenant in the Premises during the Term. If any such charges are not paid when due, Landlord, upon ten (10) days' prior notice to Tenant and failure by Tenant within such ten (10) day period to pay such charges, may pay the same, and any amount so paid by Landlord shall thereupon become due to Landlord from Tenant as Additional Rent.

(b) Landlord's Election to Furnish. If Landlord shall elect, and Tenant agrees, to furnish any utility service to the Premises, Tenant shall pay the cost of any such utilities based upon the actual usage of the utilities by Tenant, without a profit to or overhead charge by Landlord ("Actual Cost"). In order to determine the actual usage, Landlord shall sub meter the particular utility, e.g. gas. If any rationing of utilities occurs (e.g. water), allocation shall be made based upon the pro rata square footage which Tenant occupies in the Building, or such other basis as may be required by the provider of the services.

(c) Interruption of Services. Except as set forth in Section 18.22, Landlord shall not be liable in damages or otherwise for any failure or interruption of any

utility service being furnished the Premises, provided Landlord acted diligently and in good faith to provide such services and diligently and promptly acts to remedy any interruption in the supplying of the same, and no such failure or interruption shall entitle Tenant to terminate this Lease.

7. MAINTENANCE, REPAIRS AND ALTERATIONS

7.1 (a) Landlord's Responsibility. Subject to the provisions of Section 7.2, Landlord shall, during the Term, keep in good order, condition and repair the landscaping, parking lot and driveway area, all structural components of the Building, mechanical ducts, the electrical system, the sprinkler system, the plumbing system, pipes, lines and drains, and the heating, ventilation and air conditioning system which are not the responsibility of Tenant or other tenants; the foundations, exterior walls (excluding the interior surface of exterior walls and excluding all windows, doors and plate glass), skylights, downspouts, gutters and roof, and all areas of the Property and the Building that are not part of the Premises or of the premises of other tenants, except for any damage thereto caused by negligent act or omission of Tenant or its agents, contractors, employees or invitees, and except for reasonable wear and tear. Landlord shall not make any alterations to any portion of the Property or Building that adversely affect Tenant's use of the Premises or substantially reduce the availability of parking.

(b) Tenant's Right to Make Repairs. If Tenant provides written notice (or oral notice, in the event of an emergency such as damage or destruction to or of a structural component, or any electrical, plumbing, mechanical or telecommunications system of or in the Building or the Premises if said item is Landlord's responsibility to so repair (including but not limited to damage to the roof, or exterior window or door)) to Landlord of an event or circumstance which requires the action of Landlord with respect to repair and/or maintenance (excluding therefrom any repair obligation of the utility company), and Landlord fails to provide such action within a reasonable period of time, given the circumstances, after the receipt of such notice, but in any event not later than twenty-one (21) days after receipt of such notice, and not later than two (2) days after receipt of such notice in the case of an emergency, then Tenant may proceed to take the required action upon delivery of an additional five (5) days' notice to Landlord specifying that Tenant is taking such required action (provided, however, that no such second notice shall be required in the event of an emergency), and if such action was required under the terms of the Lease to be taken by Landlord and was not taken by Landlord within such period, then Tenant shall be entitled to prompt reimbursement by Landlord of Tenant's reasonable costs and expenses in taking such action plus interest thereon at the Interest Rate (as hereinafter defined in Section 18.3) or the maximum rate permitted by law. In the event Tenant takes such action, and such work will affect the Building Systems (including, without limitation, any intra-building network cable) or the structural integrity of the Building or the roof of the Building, and subject to the relevant provisions in the California Government Code, Labor Code, Public Contract Code and Education Code

pertaining to public works procurement, Tenant may utilize the services of qualified contractor licensed for the trade involved which normally and regularly performs similar work in Class A Buildings. Further, if Landlord does not deliver a detailed written objection to Tenant within thirty (30) days after receipt of an invoice by Tenant of its costs of taking action which Tenant claims should have been taken by Landlord, and if such invoice from Tenant sets forth a reasonably particularized breakdown of its costs and expenses in connection with taking such action on behalf of Landlord, then within ten (10) days Landlord shall reimburse Tenant for the full amount of such invoice plus interest thereon as provided in this section, and if Landlord fails to reimburse Tenant in full, then Tenant shall be entitled to deduct from rent payable by Tenant under the Lease, the amount set forth in such invoice plus interest thereon as provided in this section. If, however, Landlord delivers to Tenant within thirty (30) days after receipt of Tenant's invoice, a written objection to the payment of such invoice, setting forth with reasonable particularity Landlord's reasons for its claim that such action did not have to be taken by Landlord pursuant to the terms of the Lease or that the charges are excessive (in which case Landlord shall pay the amount it contends would not have been excessive) or that the action was unwarranted, then Tenant shall not be entitled to such deduction from rent, but as Tenant's sole remedy, Tenant may proceed to claim a default by Landlord or, if elected by either Landlord or Tenant, the matter shall proceed to resolution by the selection of an arbitrator to resolve the dispute, which arbitrator shall be selected and qualified pursuant to the procedures set forth in Section 19.4 and whose costs shall be paid for by the losing party, unless it is not clear that there is a "losing party," in which event the costs of arbitration shall be shared equally.

7.2 Tenant's Responsibility. Tenant shall, during the Term, keep in good order, condition and repair the nonstructural portion of the Premises and every part thereof, including, without limitation, electrical and lighting facilities and equipment within the Premises, fixtures, interior walls and interior surface of exterior walls, ceilings, floors and floor coverings, windows, doors, plate glass, entrances and vestibules located within the Premises and all existing telecommunication and networking equipment. Tenant shall provide all janitorial services necessary to keep the Premises in a clean, good and sanitary condition. Tenant shall also be responsible for reimbursing Landlord for the cost of adjusting the HVAC system or thermostats, if required, as a result of Tenant installing additional equipment or relocating employees or altering the thermostat settings.

If Tenant fails to perform its obligations under this Paragraph 7.2, notwithstanding any other provisions hereof, Landlord may, at its option, after ten (10) days' written notice to Tenant and failure by Tenant to so perform in such ten (10) day period, enter upon the Premises and put the same in first class condition and repair and the cost incurred by Landlord in connection therewith shall be reimbursed by Tenant as additional rent with interest thereon at the Interest Rate from the date such cost shall be incurred by Landlord until the date Tenant shall reimburse Landlord for such cost.

7.3 Condition Upon Surrender. On the last day of the Term, or on any sooner termination, Tenant shall remove its personal property and trade fixtures from the Premises,

surrender the Premises to Landlord in the same condition as on the Commencement Date, ordinary wear and tear and damage by fire, the elements or any other cause beyond the control of Tenant excepted. Notwithstanding the foregoing, Tenant shall not be required to remove any alterations, improvements, remodeling or additions done in compliance with the provisions of Section 7.4.

7.4 Improvements by Tenant. Tenant shall not, without prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed and which consent shall be provided by Landlord pursuant to the receipt by Landlord of a five (5) business days' notice from Tenant, make any alterations, improvements, remodeling or additions to the Premises or to fixtures installed therein in accordance with approved fixture plans, or mark, paint, drill or in any way deface any portion of the Premises. Tenant may, however, make nonstructural alterations to the Premises without Landlord's prior written consent and without notice to Landlord. Landlord shall have the right at all reasonable times to post and keep posted on the Premises such notices of non-responsibility as Landlord may deem necessary for the protection of Landlord from mechanic's liens and materialmen's liens. All alterations and improvements shall be installed at Tenant's sole expense, in compliance with all applicable laws, permit requirements and any covenants, conditions or restrictions of record, by a licensed contractor, shall be done in a good and workmanlike manner conforming in quality and design with the Premises existing as of the Commencement Date, and shall not interfere with access to other tenants in the Building. In making any alterations, improvements, remodeling or additions, Tenant shall not be required by Landlord to employ union labor. All alterations and improvements made by Tenant (excluding Tenant's trade fixtures and personal property paid for by Tenant) shall be and become the property of Landlord upon installation and shall not be deemed Tenant's personal property. Notwithstanding any other provisions of this Lease, Tenant shall be solely responsible for the maintenance and repair of any alterations and improvements made by it to the Premises. Notwithstanding the foregoing, Tenant shall **not paint, deface or drill onto the brick walls** of the Premises without the prior written consent of Landlord, which consent Landlord shall have the right to withhold in its sole and absolute discretion. Any Tenant improvements made to facility by Tenant, at Landlord request at the end of the lease term, will be removed by Tenant, and the space returned to it like new condition, normal wear and tear excepted.

7.5 Sanitary Condition. Tenant shall keep the Premises at all times in a neat, clean and sanitary condition, shall neither commit nor permit any waste or nuisance thereon, and shall keep the walks and corridors adjacent thereto free from Tenant's waste or debris.

8. **FIXTURES AND PERSONAL PROPERTY**

8.1 Fixtures and Personal Property. Tenant, at Tenant's expense, may install any trade fixtures, equipment and furniture in the Premises; provided, that such items are installed and are removable without damage to the structure of the Building. Landlord reserves the right to reasonably approve or disapprove of window coverings or treatments visible from outside the Premises on wholly aesthetic grounds based on a uniform program which Landlord shall have instituted for the Building. Such improvements must be submitted for Landlord's written approval prior to installation, or Landlord may remove or replace such items at Tenant's sole expense. Said trade fixtures, equipment and furniture shall remain Tenant's property and shall be removed by Tenant upon expiration of the Term, or earlier termination of this Lease or at any time during the Term hereof. Tenant shall repair, at Tenant's sole expense, all damage to exterior walls, roof or slab caused by the installation or removal of trade fixtures, equipment, furniture or temporary improvements. If Tenant fails to remove the foregoing items on termination of this Lease, Landlord may keep and use them or remove any or all of them at Tenant's cost and cause them to be stored or sold in accordance with applicable law.

9. USE AND COMPLIANCE WITH LAWS

9.1 General Use and Compliance with Laws. Tenant shall only use the Premises for the Permitted Uses specified in the Basic Lease Information and for no other use without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed. Tenant shall, at Tenant's sole cost and expense, comply with all of the requirements of municipal, county, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to Tenant's use of the Premises, Building, parking and drive areas and secure any necessary permits. Tenant, in Tenant's use and occupancy of the Premises, shall not subject the Premises to any use which would tend to damage any portion thereof or which shall in any way increase the existing rate of any insurance on the Building (unless Tenant shall elect to pay such increase in premiums) or any portion thereof or cause any cancellation of any insurance policy covering the Building or portion thereof. Notwithstanding the above, if a change in any law, ordinance or regulation requires that the Property, Building or Premises be modified in order for Tenant to continue to occupy the Premises for the Permitted Uses, then in such case Tenant shall be responsible for the cost of such modification to the Premises, and Landlord shall be responsible for the cost of such modification to the Property or the Building shell.

9.2 Signs. Tenant shall not install any sign on the exterior of the Building without Landlord's prior written approval, which approval shall not be unreasonably withheld or delayed. Any exterior sign shall conform to and be approved in accordance with the City of Richmond's Sign Ordinance. Prior to submission to the City for approval, Tenant shall submit its written Plans to Landlord for approval. Any sign placed by Tenant on the Premises or Building shall be installed at Tenant's sole cost and expense, and shall contain only Tenant's name, or the name of any affiliate of Tenant actually occupying the Premises and the company logo, and no advertising matter. Tenant shall remove any such sign upon termination of this Lease and shall return the portion of the Premises affected by the placement or removal of the sign(s) to their

condition prior to the placement or erection of said sign(s). Notwithstanding the foregoing, Landlord shall provide, at its sole cost and expense, an identification sign (name and address) on the Building monument sign and a directional sign on the southwest corner of the Lot and and Tenant's name on the awning at the entry. In addition to the foregoing, Tenant shall have the right to install at its own cost and expense an identification sign on the entrance to the Premises. Tenant may transfer its signage rights as set forth herein to any assignee or sublessee.

9.3 Parking and Parking Access. Landlord shall not charge for parking during the Initial Term of the Lease. Tenant and its employees, customers, invitees and guests shall have the right, in common with other tenants and occupants of the Building, and their customers, invitees and guests, to park in the Building's parking facilities ("Parking Facilities") without charge subject to the reasonable and nondiscriminatory terms and conditions, as may from time-to-time be established by Landlord. Tenant shall have the non-exclusive right to use Tenant's pro rata share of the Building's total parking spaces, such pro rata share being three 3 parking spaces per one thousand (1,000) square feet of the Premises. Tenant agrees not to overburden the parking facilities and agrees to cooperate with Landlord and other tenants in the use of the parking facilities. Landlord reserves the right in its reasonable and nondiscriminatory discretion to determine whether the parking facilities are becoming crowded and to allocate and assign parking spaces among tenants, subtenants, customers and invitees. Landlord shall not discriminate against Tenant in the exercise of any of its rights under this Article. Landlord shall make available to the tenants of the Building at a minimum that number necessary to satisfy the Richmond Zoning Ordinance requirements for parking as of the date the Building's Master Conditional Use Permit was approved. Tenant's parking privileges shall be available to Tenant twenty-four (24) hours per day, seven (7) days per week, every day of the year in the Parking Facilities.

9.5 Deliveries. All deliveries to and from the Premises, except for mail and legal documents, shall be made so as to cause the minimum amount of interference with the business of other tenants.

9.6 Hazardous Materials. Except for ordinary and general office supplies typically used in the ordinary course of business within office buildings (some or all of which may constitute Hazardous Materials pursuant to the terms of this Section 9.6) and which supplies shall be used by Tenant for their prescribed uses in compliance with all applicable laws, Tenant shall not cause or permit the escape, disposal or release of any biologically or chemically active or other hazardous substances or materials ("Hazardous Materials"). Tenant shall not allow the storage or use of such Hazardous Materials in any manner not sanctioned by law for the storage and use of such Hazardous Materials, nor allow to be brought into the Building or onto the property any such Hazardous Materials, except to use in the ordinary course of Tenant's business, and then, except for ordinary office supplies, only after written notice is given to Landlord of the identity of such Hazardous Materials. Without limitation, Hazardous Materials shall include those described in the Comprehensive Environmental response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 6901, et. seq. any applicable state or local laws and the regulations adopted under these acts. In addition, Tenant and Landlord shall

execute certificates, representations and the like from time-to-time at Landlord's lender's request or at a prospective buyer's request concerning Tenant's best knowledge and belief regarding the presence of Hazardous Materials on the Premises. In all events, Tenant shall indemnify Landlord in the manner elsewhere provided in this Lease from any release of Hazardous Materials on the Property caused by Tenant or its employees, agents, contractors or invitees (including, but not limited to, all costs of dealing with all governmental agencies with jurisdiction, testing, reporting, monitoring, remediation, cleanup or disposal for such Hazardous Materials) occurring while Tenant is in possession. The within covenants shall survive the expiration or earlier termination of the Lease Term.

Landlord shall indemnify Tenant in the manner elsewhere provided in this Lease from any liability which Tenant may have as the result of any release of Hazardous Materials in the Building or Property (including, but not limited to, all costs of, dealing with all government agencies with jurisdiction, testing, reporting, monitoring, remediation, cleanup or disposal for such Hazardous Materials) caused by Landlord or its employees, agents, contractors or invitees, but excluding any tenant or person acting under a tenant. If Tenant is unable to operate its business at the Premises for ninety (90) days because of the release, presence or remediation of Hazardous Materials not caused by Tenant or its agents, employees, contractors or invitees, then Tenant shall have the right to terminate this Lease. Tenant shall have a one-time termination right which expires within ten (10) business days of the expiration of the 90 day period. Landlord hereby represents and warrants that as of the date hereof, there are no Hazardous Materials on or about the Premises, the Building or the Property which are above the levels permitted by the California Environmental Protection Agency and other agencies with jurisdiction, and applicable Laws.

10. DAMAGE AND DESTRUCTION

10.1 Reconstruction. If the Premises are damaged or destroyed during the Term, Landlord shall, provided that repairs thereto can be made within one hundred eighty (180) days after the date of such damage or destruction and to the extent of Landlord's requirements as set forth in Section 10.4, plus to the extent that insurance proceeds are available therefor and are not applied by any lender against payment of an existing loan on the Building or Lot, except as hereinafter provided, diligently repair or rebuild them to the same or higher standard in which they existed immediately prior to such damage or destruction.

10.2 Rent Abatement. Monthly Rent and any Additional Rent due and payable hereunder shall be abated proportionately, during any period in which, by reason of any such damage or destruction, Tenant reasonably determines that there is substantial interference with the operation of Tenant's business in the Premises, taking into account the extent to which Tenant may be required to discontinue its business in the Premises. Such abatement shall continue for the period commencing with such damage or destruction and ending with a substantial completion by Landlord of the work of repair or reconstruction which Landlord is obligated to do in accordance with the provisions herein. If it be determined by Tenant in its reasonable determination that continuation of business is not practical pending reconstruction,

Rent due and payable hereunder shall abate to the extent of proceeds from rental loss insurance until reconstruction is substantially completed or until business is totally or partially resumed, whichever is the earlier.

10.3 Excessive Damage or Destruction. If the Premises is damaged or destroyed to the extent that Landlord, based upon its contractor's advice, reasonably determines that it cannot, with reasonable diligence, be fully repaired or restored by Landlord within one hundred eighty (180) days after the date of the damage or destruction, Landlord or Tenant may elect to terminate this Lease. Notwithstanding the fact that the Premises have been damaged or destroyed, Landlord, based upon the advice of its contractor, shall reasonably determine whether the Building can be fully repaired or restored within the one hundred eighty (180) day period, and Landlord's determination shall be binding upon Tenant. Landlord shall notify Tenant of its determination, in writing, within forty-five (45) days after the date of the damage or destruction. If Landlord determines that the Building can be fully repaired or restored within the one hundred eighty (180) day period, or if it is determined that such repair or restoration cannot be made within said period but Landlord does not elect to terminate within forty-five (45) days from the date of said determination, Tenant may terminate this Lease by giving Landlord notice within the earlier of fifteen (15) days after the forty-five (45) day period or after receiving notice from Landlord that it cannot repair within the requisite period and elects not to terminate. In the event neither Landlord nor Tenant shall elect to terminate this Lease as set forth above, this Lease shall remain in full force and effect and Landlord shall diligently repair and restore the damage as soon as reasonably possible and the Monthly Rent and Additional Rent shall abate as set forth above. If the Premises are damaged or destroyed during the last two (2) years of the Term, Tenant may terminate this Lease regardless of whether the damage can be fully repaired within 180 days.

10.4 Uninsured Casualty. Notwithstanding anything contained herein to the contrary, in the event of damage to or destruction of all or any portion of the Building in excess of Five Hundred Thousand Dollars (\$500,000) which is not fully covered by the available insurance proceeds received by Landlord under the insurance policies required to be carried by Landlord under Article 5 hereinabove, Landlord may terminate this Lease by written notice to Tenant, given within thirty (30) days after the date of notice to Landlord that said damage or destruction is not so covered. If Landlord does not elect to terminate this Lease, the Lease shall remain in full force and effect and the Building shall be repaired and rebuilt in accordance with the provisions for repair set forth in this Article 10. Notwithstanding the above, Tenant shall have the option for fifteen (15) days after receipt of Landlord's termination notice to contribute the additional sums over one hundred thousand dollars (\$500,000) which is not fully covered by the available insurance proceeds received by Landlord under the insurance policies required to be carried by Landlord under Article 5 hereinabove necessary to repair and rebuild the Building in which case Landlord shall proceed to restore the Building as required herein. Said contribution by Tenant shall not be deemed a loan or entitle Tenant to any interest in the Building.

10.5 Waiver. With respect to any destruction which Landlord is obligated to repair or may elect to repair under the terms of this Article 10, Tenant hereby waives all rights to

terminate this Lease pursuant to rights otherwise presently or hereafter accorded by law to tenants, including, but not limited to, Civil Code Sections 1932(2) and 1933(4), except as expressly otherwise provided herein.

11. EMINENT DOMAIN

11.1 Automatic Termination. If the entire Premises or the Building, or so much of either as to make the Premises not reasonably adequate for the conduct of Tenant's business (including the accommodation of all of Tenant's employees and equipment comfortably therein) notwithstanding restoration by Landlord as hereinafter provided, shall be taken under the power of eminent domain, this Lease shall automatically terminate as of the date on which the condemning authority takes possession.

11.2 Rent Abatement. In the event of any taking of the Premises under the power of eminent domain which does not so result in a termination of this Lease, the Monthly Rent payable hereunder shall be equitably reduced, effective as of the date on which the condemning authority takes possession, in an amount based upon Tenant's ability to use and enjoy the remaining portion of the Premises for its intended purposes under this Lease, which shall include all of Tenant's pre-condemnation uses, using Tenant's proportion of floor area as indication of Tenant's ability to use and enjoy the remaining Premises. Landlord shall promptly, at its expense, restore the portion of the Premises not so taken to as near its former condition as is reasonably possible, and this Lease shall continue in full force and effect. In the event that the remaining portion of the Premises is not fully restored to the former condition of the Premises, Tenant will have the right to terminate this Lease as of the date on which the condemning authority takes possession of the condemned portion of the Premises upon thirty (30) days' prior written notice to Landlord. In the event that the Premises are so restored and the Lease is not terminated, the parties shall execute an amendment to this Lease adjusting the rentable area of the Premises and all amounts and payments provided for under this Lease that are based upon the rentable square footage of the Premises, including but not limited to Tenant's Share.

11.3 Condemnation Award. Any award for taking of all or any part of the Premises or the Building under the power of eminent domain shall be the property of Landlord, whether such award shall be made as compensation for the diminution in value of the leasehold or for taking of the fee. Nothing contained herein, however, shall be deemed to preclude Tenant from obtaining any award to Tenant for loss of or damage to Tenant's business, "goodwill" or trade fixtures and in connection with Tenant's relocation, displacement, inability to relocate or the removal of personal property. Landlord will cooperate with Tenant if Tenant seeks to recover such amounts, in the same action or a separate action.

11.4 Sale Under Threat of Condemnation. A sale by Landlord to any authority having the power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending, shall be deemed a taking under the power of eminent domain for all purposes under this Article.

12. DEFAULTS; REMEDIES

12.1 Defaults. The occurrence of any one or more of the following events shall constitute a default hereunder by Tenant ("Event of Default"):

(a) The failure by Tenant to timely make any payment of Rent, Additional Rent or other payment required to be made by Tenant hereunder, such failure continuing for a period of three (3) business days after written notice of such failure.

(b) The failure by Tenant to observe or perform any of the express or implied covenants or provisions of this Lease to be observed or performed by Tenant, other than as specified in (a) above, where such failure shall continue for a period of thirty (30) days after written notice from Landlord; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant shall commence such cure within such thirty (30) day period and thereafter diligently prosecute such cure to completion.

Any such notice under these subparagraphs (a) and (b) shall not be in lieu of, and in addition to, any notice required under California Code of Civil Procedure Section 1161.

12.2 Remedies. Upon an Event of Default, Landlord shall have the following remedies, in addition to all other rights and remedies provided by law or otherwise provided in this Lease, to which Landlord may resort to 12.2.1 or 12.2.2 (cumulatively or in the alternative)

12.2.1 Landlord may continue this Lease in full force and effect, and this Lease shall continue in full force and effect as long as Landlord does not terminate this Lease, and Landlord shall have the right to collect rent when due.

12.2.2 Landlord, if an Event of Default shall have occurred, may terminate Tenant's right to possession of the Premises at any time by giving written notice to that effect and, at Tenant's expense, relet the Premises or any part thereof, including, without limitation, broker's commissions, expenses of cleaning and redecorating the Premises required by the reletting and like costs. Reletting may be for a period shorter or longer than the remaining Term of this Lease. Acts of maintenance, efforts to relet the Premises or the appointment of a receiver on Landlord's initiative to protect Landlord's interest under this Lease shall not constitute a termination of Tenant's right to possession. On termination, Landlord has the right to remove all Tenant's personal property, signs and trade fixtures and store same at Tenant's cost and to recover from Tenant as damages:

(a) The worth at the time of award of unpaid rent and other sums due and payable which had been earned at the time of termination; plus

(b) The worth at the time of award of the amount by which the unpaid rent and other sums due and payable which would have been payable after termination until the time of award exceeds the amount of such rent loss that Tenant proves could have been reasonably avoided; plus

(c) The worth at the time of award of the amount by which the unpaid rent and other sums due and payable for the balance of the Term after the time of award exceeds the amount of such rent loss that Tenant proves could be reasonably avoided; plus

(d) Any other amount necessary which is to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform Tenant's obligations under this Lease, or which, in the ordinary course of things, would be likely to result therefrom, including, without limitation, any costs or expenses incurred by Landlord: (i) in retaking possession of the Premises; (ii) in maintaining, repairing, preserving, restoring, replacing, cleaning, altering or rehabilitating the Premises or any portion thereof, including such acts for reletting to a new tenant or tenants; (iii) for leasing commissions; or (iv) for any other costs necessary or appropriate to relet the Premises; plus

(e) At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time-to-time by the laws of the State of California.

The "worth at the time of award" of the amounts referred to in Sections 12.2.2(a) and 12.2.2(b) is computed by allowing interest at the Interest Rate on the unpaid rent and other sums due and payable from the termination date through the date of award. The "worth at the time of award" of the amount referred to in Section 12.2.2(c) is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

12.2.3 Landlord may, with the appropriate order from a Court of competent jurisdiction, with or without terminating this Lease, reenter the Premises and remove all persons and property from the Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant. No reentry or taking possession of the Premises by Landlord pursuant to this Paragraph shall be construed as an election to terminate this Lease unless a written notice of such intention is given to Tenant.

12.2.4 No delay or omission of Landlord to exercise any right or remedy shall be construed as a waiver of any such right or remedy or of any default by Tenant hereunder.

12.3 Default by Landlord. Except in emergencies, Landlord shall not be deemed to be in default in the performance of any obligation required to be performed by it hereunder unless and until it has failed to perform such obligation promptly and within thirty (30) days after written notice by Tenant to Landlord specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for its performance then Landlord shall not be deemed to be in default if it shall commence such performance within such thirty (30) day period and thereafter diligently prosecute the same to completion.

13. ASSIGNMENT AND SUBLETTING

13.1 Assignment and Subletting: Prohibition. Tenant shall not assign, mortgage, pledge or otherwise transfer this Lease, in whole or in part, nor sublet all or any part of the Premises, without the prior written consent of Landlord in each instance, which shall not be unreasonably withheld or delayed. Tenant shall submit each proposed assignment or sublease agreement to Landlord for Landlord's approval. No assignment or subletting by Tenant shall relieve Tenant of any obligation under this Lease, including Tenant's obligation to pay Rent and Additional Rent hereunder. Any purported assignment or subletting contrary to the provisions hereof without consent shall be void. The consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. Provided, it shall be reasonable for Landlord to refuse to consent to a proposed assignment or subletting if the proposed tenant is not as financially secure as Tenant, or the proposed use is not a use generally comparable to the use of comparable space in the Building, or compatible with any other use in the Building, or if the proposed assignee or sublessee shall require the use of parking in excess of the number of parking spaces allocated to Tenant. Provided further, that Landlord may withhold consent to a sublease with any other tenant in the Building or any prospective tenant with whom Landlord is negotiating for space in the Building. Notwithstanding the above, upon prior written notice to Landlord (but without receipt of Landlord's consent), Tenant may assign or sublet or permit occupancy of the Premises to or by any person or entity controlling, controlled by, or under common control (directly or indirectly) with Tenant (including a merger, consolidation or reincorporation) or anyone who buys Tenant's business at the Premises and continues to operate the business of Tenant or to any entity which acquires all or part of Tenant, or which is acquired in whole or in part by Tenant so long as such transaction was not entered into as a subterfuge to avoid the obligations and restrictions of the Lease. Notwithstanding the foregoing, Tenant may encumber the leasehold subject to reasonable restrictions in the event of foreclosure, which restrictions shall be determined by Landlord's lender.

13.2 Bonus Rental. If for any assignment or sublease, Tenant receives rent or other consideration, either initially or over the term of the assignment or sublease, in excess of the Rent called for hereunder, or in case of the sublease of a portion of the Premises, in excess of such Rent fairly allocable to such portion, after appropriate adjustments to assure that all other payments required to be made by Tenant hereunder are appropriately taken into account ("Profits"), Tenant shall pay to Landlord, as Additional Rent hereunder, fifty percent (50%) of the Profits received by Tenant promptly after its receipt; provided, however, Tenant shall first be entitled to recover its costs incurred in entering into the assignment or sublease, including but not limited to broker's fees and legal fees, concessions granted to the assignee or sublessee, including but not limited to tenant improvements and free rent, sale of furniture, fixtures and equipment at their unamortized value, and amounts attributable to goodwill.

13.3 Scope. The prohibition against assigning or subletting contained in this Article shall be construed to include a prohibition against any assignment or subletting by operation of law. If this Lease be assigned, or if the underlying beneficial interest of Tenant is transferred, or if the Premises or any part thereof be sublet or occupied by anybody other than Tenant, Landlord may collect rent from the assignee, subtenant or occupant and apply the net amount collected to the Rent herein reserved and apportion any excess rent so collected in accordance with the terms of the immediately preceding paragraph, but no such assignment, subletting occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, subtenant or occupant as tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. No assignment or subletting shall affect the continuing primary liability of Tenant (which, following assignment, shall be joint and several with the assignee), and Tenant shall not be released from performing any of the terms, covenants and conditions of this Lease.

13.4 Waiver. Notwithstanding any assignment or sublease, or any indulgences, waivers or extensions of time granted by Landlord to any assignee or sublessee, or failure by Landlord to take action against any assignee or sublessee, Tenant waives notice of any default of any assignee or sublessee and agrees that Landlord may, at its option, proceed against Tenant without having taken action against or joined such assignee or sublessee, except that Tenant shall have the benefit of any indulgences, waivers and extensions of time granted to any such assignee or sublessee.

13.5 Right to Recapture Premises. Notwithstanding any other provision of this Article, in the event of a proposed subletting or assignment which is **not** to any person or entity controlling, controlled by, or under common control (directly or indirectly) with Tenant (including a merger, consolidation or reincorporation) or anyone who buys Tenant's business at the Premises and continues to operate the business of Tenant or to any entity which acquires all or part of Tenant, or which is acquired in whole or in part by Tenant, then Landlord may elect to recapture the Premises by giving notice to Tenant ("Notice to Recapture") that it elects to terminate the Lease. Said Notice shall be in writing and given within ten (10) days of receipt by Landlord of Tenant's request to sublet or assign. Upon receipt of Landlord's Notice to Recapture Tenant shall have ten (10) days to rescind its request to sublet or assign. If said notice to rescind

is not timely given then Tenant shall vacate the Premises within sixty (60) days of receipt of the Notice to Recapture.

13.6 Release. Whenever Landlord conveys its interest in the Building, Landlord shall be automatically released from the further performance of covenants on the part of Landlord herein contained, and from any and all further liability, obligations, costs and expenses, demands, causes of action, claims or judgments arising from or growing out of, or connected with this Lease after the effective date of said release. The effective date of said release shall be the date the assignee executes an assumption of such an assignment whereby the assignee expressly agrees to assume, as of the date of the assignment, all of Landlord's future obligations, duties, responsibilities and liabilities with respect to this Lease. If requested, Tenant shall execute a form of release and such other documentation as may be required to further effect the provisions of this Article 13.

14. OFFSET STATEMENT, ATTORNMENT AND SUBORDINATION

14.1 Offset Statement. Within twenty (20) days after receipt of request therefor by Landlord, or if on any sale, assignment or hypothecation by Landlord of Landlord's interest in the Building, or any part thereof, an offset statement shall be required from Tenant, Tenant shall deliver, in recordable form, a certificate (Estoppel Certificate) to any proposed mortgagee or purchaser, and to Landlord, certifying (if such be the case) that this Lease is in full force and effect; the date of Tenant's most recent payment of Rent, the amount of any security deposit or prepaid rent paid by Tenant, and that Tenant, to the best of Tenant's knowledge, has no defenses or offsets outstanding, or stating those claimed by Tenant, that Landlord to the best of Tenant's knowledge {if such be the case} is not in default under any provision of the Lease and any other information reasonably requested. Upon Tenant's failure to deliver said statement within twenty (20) days after receipt of Landlord's request therefor, Landlord and Landlord's lender or any prospective buyer of the Building may deem the following as true and rely on such and it shall be conclusive upon Tenant that: (a) this Lease is in full force and effect, without modification except as may be represented by Landlord; (b) there are no uncured defaults in Landlord's performance and Tenant has no right of offset, counterclaim or deduction against Rent hereunder, and (c) no more than one period's Base Rent has been paid in advance.

Landlord hereby agrees to provide to Tenant an Estoppel Certificate signed by Landlord, containing the same types of information, and within the same periods of time, as are set forth above, except such changes as are reasonably necessary to reflect that the Estoppel Certificate is being granted and signed by Landlord to Tenant or Tenant's lender, assignee or sublessee, rather than from Tenant to Landlord or to a lender or purchaser.

14.2 Attornment. Tenant shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage or deed of trust made by the Landlord, its successors or assigns, encumbering the Premises, or any part thereof, or in the event of termination of a ground lease, if any, and if so requested, attorn to the

purchaser upon such foreclosure or sale or upon any grant of a deed in lieu of foreclosure and recognize such purchaser as the Landlord under this Lease.

14.3 Subordination & NonDisturbance. The rights of Tenant hereunder are and shall be, at the election of the mortgagee, subject and subordinate to the lien of such mortgage, or the lien resulting from any other method of financing or refinancing, now or hereafter in force against the Building, and to all advances made or hereafter to be made upon the security thereof; provided, however, that notwithstanding such subordination, so long as Tenant is not in default under any of the terms, covenants and conditions of this Lease with any applicable cure period having expired, neither this Lease nor any of the rights of Tenant hereunder upon Tenant's covenanting that Tenant is not in default hereunder with any applicable cure period having expired, shall be terminated or subject to termination by any trustee's sale, any action to enforce the security, or by any proceeding or action in foreclosure. If requested, Tenant agrees to execute whatever documentation may be reasonably required to further effect the provisions of this Article.

Landlord agrees to provide Tenant with commercially reasonable non-disturbance agreement(s) in favor of Tenant from any Superior Mortgagee(s) of Landlord who later come into existence at any time prior to the expiration of the Term of the Lease in consideration of, and as a condition precedent to, Tenant's agreement to be bound by Lease Section 14.3. Further, Landlord shall provide Tenant with a reasonably satisfactory non-disturbance agreement from Landlord's current lender, Wells Fargo Bank.

15. NOTICES

15.1 Notices. All notices required to be given hereunder shall be in writing (except for notice required under the Unlawful Detainer Statutes, which shall be given according to law) and mailed postage prepaid by certified or registered mail, or air courier, return receipt requested, by personal delivery, or by facsimile transmission followed by confirmation of receipt by telephone with the hard copy immediately forwarded by first class mail to the appropriate address indicated below or at such other place or places as either Landlord or Tenant may, from time to time, respectively, designate in a written notice given to the other. Notices shall be deemed sufficiently served on the date of facsimile transmission, or four (4) days after the date of mailing thereof, or upon personal delivery, or one day after deposit with an overnight/next day courier.

To Landlord: Richard R. Poe
Marina Westshore Partner, LLC
1387 Marina Way South, Suite 200 Richmond, CA 94804
FAX: (510) 233-5597
Email: rpoe@virtualdevelopmentcorporation.com

To Tenant:
West Contra Costa Unified School
Attention: Director of Facilities
1108 Bissell Avenue
Richmond, CA 84801

(510 231-1105

With a copy to:

**Orbach, Huff & Suarez
Attention: Cate Boskoff
One Kaiser Plaza, Suite 1485
Oakland CA 94612
(510) 999-7908**

In the event Landlord shall so designate by written notice to Tenant of the name and address of any beneficiary of a deed of trust or mortgagee covering the Premises, Tenant shall also send to such beneficiary a copy of any notice claiming nonperformance or default sent by Tenant to Landlord.

16. SUCCESSORS BOUND

16.1 Successors Bound. This Lease and each of its covenants and conditions shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and legal representatives and their respective assigns, subject to the provisions hereof. Whenever in this Lease a reference is made to the Landlord, such reference shall be deemed to refer to the person in whom the interest of the Landlord shall be vested, and Landlord shall have no obligation hereunder as to any claim arising after the transfer of its interest in the Premises if such vested person or entity shall have assumed the obligations of Landlord hereunder as of such date. Any successor or assignee of the Tenant who accepts an assignment or the benefit of this Lease and enters into possession or enjoyment hereunder shall thereby assume and agree to perform and be bound by the covenants and conditions thereof. Nothing herein contained shall be deemed in any manner to give a right of assignment to Tenant without the written consent of Landlord, except as set forth in Article 13.

17. Intentionally Omitted.

18. MISCELLANEOUS

18.1 Waiver. No waiver of any default or breach of any covenant by either party hereunder shall be implied from any omission by either party to take action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the waiver, and then said waiver shall be operative only for the time and to the extent therein stated. Waivers of any covenant, term or condition contained herein by either party shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by either party to or of any act by either party requiring further consent or approval shall not be deemed to waive or render unnecessary their consent or approval to or of any subsequent similar acts.

18.2 Easements. Landlord reserves the right to (a) alter the boundaries of the Lot and (b) grant easements on the Lot and dedicate for public use portions thereof without Tenant's consent; provided, however, that no such grant or dedication shall materially interfere with Tenant's use of and access to the Premises or with Tenant's ingress to and egress from the Building.

18.3 Interest. Any amount due from Tenant to Landlord, or from Landlord to Tenant, hereunder which is not paid when due shall bear interest at the then-prime/reference rate of Bank of America NT & SA, plus four (4) percentage points (the "Interest Rate"), or the maximum rate allowed by law, if applicable, whichever is less, from ten (10) days after notice of amount due is given, but the payment of such interest shall not excuse or cure any default under this Lease.

18.4 No Light, Air or View Easement. Any diminution or shutting off of light, air or view by any structure which may be erected on lands adjacent to or in the vicinity of the Building shall in no way affect this Lease or impose any liability on Landlord.

18.5 Partnership and Corporate Authority.

(a) The persons executing the Lease on behalf of Tenant covenant and warrant that they have been duly authorized and directed to execute this Lease on Tenant's behalf; further, Tenant shall deliver to Landlord a duly adopted resolution of the Board of Education.

(b) The person executing the Lease on behalf of Landlord covenants and warrants that he is the General Partner of Landlord and is authorized to execute this Lease on Landlord's behalf.

18.6 Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent herein stipulated shall be deemed to be other than on account of the Rent. No endorsement or statement on any check or any letter accompanying any check or payment shall be deemed an accord and satisfaction, and either party may accept such check or payment without prejudice to such party's right to recover the balance due or pursue any other remedy provided in this Lease.

18.7 Limitation of Landlord's Liability. The obligations of Landlord under this Lease shall not constitute personal obligations of the individual general partners of Landlord, and Tenant shall look solely to the real estate that is the subject of this Lease and to no other assets of Landlord for satisfaction of any liability in respect of this Lease and shall not seek recourse against the individual partners of Landlord or any of their personal assets for such satisfaction.

18.8 Landlord's Representations. Landlord represents to Tenant that: (a) the Building and Property are zoned for Tenant's use as described in the Basic Lease Information; and (b) to the best of Landlord's knowledge, there is no asbestos or other Hazardous Materials in the

Building, and if any is found during the Lease Term, it shall be removed by Landlord at Landlord's expense.

18.9 Time. Time is of the essence of every provision hereof.

18.10 Attorneys' Fees. In any action or proceeding, in connection with or arising out of this Lease, which the Landlord or the Tenant may be required to prosecute to enforce its respective rights hereunder, the unsuccessful party therein agrees to pay all costs incurred by the prevailing party therein, including reasonable attorneys' fees, to be fixed by the court, and said costs and attorneys' fees shall be made a part of the judgment in said action.

18.11 Captions and Article Numbers. The captions, article numbers and table of contents appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent or such sections or articles of this Lease nor in any way affect this Lease.

18.12 Severability. If any term, covenant, condition or provision of this Lease, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Lease, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

18.13 Applicable Law. This Lease, and rights and obligations of the parties hereto, shall be construed and enforced in accordance with the laws of the State of California.

18.14 Submission of Lease. The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for leasing the Premises. This document shall become effective and binding only upon execution and delivery hereof by Landlord and Tenant. No act or omission of any employee or agent of Landlord or of Landlord's broker or managing agent shall alter, change, or modify any of the provisions hereof.

18.15 Holding Over. Should Tenant, or any of its successors in interest, hold over the Premises, or any part thereof, after the expiration of the Term of this Lease, unless otherwise agreed to in writing, such holding over shall constitute and be construed as tenancy from month-to-month only, at a monthly rent equal to one hundred fifty percent (150%) of the Monthly Rent owed during the final year of the Term of this Lease as the same may be extended from time to time. This inclusion of the preceding sentence shall not be construed as Landlord's permission for Tenant to hold over.

18.16 Surrender. Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Premises to Landlord in good order, condition and repair, except for reasonable wear and tear or as otherwise provided in Articles 7, 10 and 11. Tenant shall not commit or allow any waste or damage to be committed on any portion of the exterior walls, roof or slab. All

property that Tenant is required to surrender shall become Landlord's property upon the termination of this Lease. Landlord may cause any of said personal property that is not removed from the Premises within thirty (30) days after the date of any termination of this Lease to be removed from the Premises and stored at Tenant's expense, or, at Landlord's election said personal property thereafter shall belong to Landlord without the payment of any consideration, subject to the rights of any person holding a perfected security interest therein.

18.17 Rules and Regulations. At all times during the Term, Tenant shall comply with rules and regulations ("Rules and Regulations") for the Building and the Lot, as set forth in Exhibit "B" (and such amendments as Landlord may reasonably adopt), attached hereto and by this reference made a part hereof. Tenant hereby acknowledges that Tenant shall not use in excess of Tenant's pro rata share of the Building's total parking spaces as more particularly set forth in Section 9.3. Landlord agrees that the Rules and Regulations of the Building, attached to the Lease as Exhibit "B", shall not be changed or revised or enforced in any unreasonable way by Landlord, nor enforced or changed by Landlord in such a way as to interfere with the Permitted Uses. In the event any other tenant or occupant of the Building fails to comply with the Rules and Regulations, and such noncompliance unreasonably interferes with Tenant's use of the Premises, Landlord shall use reasonable efforts to make such other tenants and/or occupants comply with the Rules and Regulations.

18.18 No Nuisance. Tenant shall conduct its business and control its agents, employees, invitees and visitors in such a manner as not to create any nuisance, or interfere with, annoy or disturb any other tenant or Landlord in its operation of the Building.

18.19 Broker. Tenant warrants it has had no dealings with any real estate broker or agent ("Broker") in connection with the negotiation of this Lease, and that it knows of no other real estate broker or agent who is entitled to any commission or finder's fee as a result of representing Tenant in connection with this Lease. Tenant agrees to indemnify Landlord and hold Landlord harmless from and against any and all claims, demands, losses, liabilities, lawsuits, judgments, costs and expenses (including without limitation, reasonable attorneys' fees and costs) with respect to any leasing commission or equivalent compensation alleged to be owing on account of Tenant's dealings with any real estate broker or agent. Landlord shall indemnify Tenant for and hold Tenant harmless from and against any and all claims of any person (including Landlord's broker) making a claim based on its representation and/or alleged representation of Landlord in connection with this Lease and all liabilities arising out of or in connection with such claim.

18.20 Landlord's Right to Perform. Upon Tenant's failure to perform any obligation of Tenant hereunder, including without limitation, payment of Tenant's insurance premiums, charges of contractors who have supplied materials or labor to the Premises, etc., Landlord shall have the right to perform such obligation of Tenant with prior written notification to Tenant and failure by Tenant to perform within thirty (30) days following receipt of such notice. Tenant shall reimburse Landlord the actual cost of Landlord's performing such obligation on Tenant's

behalf, including reimbursement of any amounts that may be expended by Landlord, plus interest thereon at the Interest Rate.

18.21 Mortgage Protection. No act or failure to act on the part of Landlord which would entitle Tenant under the terms of this Lease, or by law, to be relieved of Tenant's obligations hereunder or to terminate this Lease, shall result in a release of such obligations or a termination of this Lease unless (a) Tenant has given notice by registered or certified mail to any beneficiary of a deed of trust or mortgagee covering the Premises whose address shall have been furnished to Tenant, and (b) Tenant offers such beneficiary or mortgagee a reasonable opportunity to cure the default, including time to obtain possession of the Premises by power of sale or of judicial foreclosure, if such should prove necessary to effect a cure.

18.22 Abatement of Rent. In the event that Tenant is prevented from using, and does not use, the Premises or any portion thereof, for ten(10) consecutive business days or twenty (20) days in any twelve (12) month period (the "Eligibility Period") as a result of any damage or destruction to the Premises or any repair, maintenance or alteration performed by Landlord after the Commencement Date, which interferes with Tenant's use of the Premises, or the failure of any utility for any cause except that of Tenant or anyone acting under Tenant, or because of an eminent domain proceeding or because of the presence of hazardous substances in, on or around the Building, the Premises or the site which could, in Tenant's business judgment and taking into account the standards, guidance and recommendations included in the definition of Applicable Laws (as set forth in Section 19.2) with respect to hazardous substances, pose a health risk to occupants of the Premises, then Tenant's rent shall be abated or reduced, as the case may be, after expiration of the Eligibility Period for such time that Tenant continues to be so prevented from using, and does not use, the Premises or a portion thereof, in the proportion that the rentable area of the portion of the Premises that Tenant is prevented from using, and does not use, bears to the total rentable area of the Premises. However, in the event that Tenant is prevented from conducting, and does not conduct, its business in any portion of the Premises for a period of time in excess of the Eligibility Period, and the remaining portion of the Premises is not sufficient to allow Tenant to effectively conduct its business therein, and if Tenant does not conduct its business from such remaining portion, then for such time after expiration of the Eligibility Period during which Tenant is so prevented from effectively conducting its business therein, the rent for the entire Premises shall be abated; provided, however, if Tenant reoccupies and conducts its business from any portion of the Premises during such period, the rent allocable to such reoccupied portion, based on the proportion that the rentable area of such reoccupied portion of the Premises bears to the total rentable area of the Premises, shall be payable by Tenant from the date such business operations commence. If Tenant's right to abatement occurs because of an eminent domain taking and/or because of damage or destruction to the Premises or Tenant's property, Tenant's abatement period shall continue until Tenant has been given sufficient time, and sufficient access to the Premises, to rebuild the portion of the Premises it is required to rebuild, to install its property, furniture, fixtures, and equipment and to move in over one (1) weekend. To the extent Tenant is entitled to abatement because of an event covered by Lease Sections 10 [Damage & Destruction] or 11 [Eminent Domain], then the Eligibility Period shall

not be applicable. Nothing in this section shall be construed to replace or limit any rent abatement provisions contained elsewhere in this Lease.

Subject to the provisions above, Landlord shall not be in default hereunder or be liable for any damages directly or indirectly resulting from, nor shall the Rent herein reserved be abated by reason of any failure to furnish or delay in furnishing any services required to be provided by Landlord when such failure or delay is caused by accident or any condition beyond the reasonable control of Landlord or by the making of necessary repairs or improvements to the Premises or to the Building, or the limitation, curtailment, rationing or restriction on use of water or electricity, gas or any other form of energy or any other service or utility whatsoever serving the Premises or the Building.

18.23 Location of Outdoor Equipment. Tenant shall not locate any equipment at any other location outside the Premises without Landlord's written consent.

18.24 Modification for Lender. If, in connection with obtaining construction, interim or permanent financing for the Building, the lender shall request reasonable modifications in this Lease as a condition to such financing, Tenant will not unreasonably withhold, delay or defer its consent thereto, provided that such modifications do not increase the obligations of Tenant hereunder or materially adversely affect the leasehold interest hereby created or Tenant's rights hereunder.

18.25 Recording. Neither Landlord nor Tenant shall record this Lease nor a short form memorandum thereof without the consent of the other.

18.26 Entire Agreement. This Lease sets forth all covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises, Building and Lot, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between Landlord and Tenant other than as are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by Landlord and Tenant.

18.27 Roof Penetration or Attachments. All roof penetrations necessary for any additional improvements which Tenant wishes to make in addition to the Tenant Improvements to be installed by Landlord shall be made by Landlord's contractor or a contractor approved in writing by Landlord. All such costs incurred by Landlord shall be charged to Tenant, and Tenant shall reimburse Landlord within thirty (30) days of receipt of Landlord's invoice. Tenant may install data transmission and receiving equipment on the roof, subject to Landlord's approval of the method of attachment to the Building or roof.

19. ADDITIONAL PROVISIONS

19.1 Consent/Duty to Act Reasonably. Regardless of any reference to the words "sole" or "absolute" (but except for matters which involve security for the Building or which will have an adverse effect on the (a) structural integrity of the Building, (b) the Building's plumbing, heating, life safety, ventilating, air conditioning, mechanical or electrical systems, or (c) which could affect the exterior appearance of the Building, whereupon in each such case Landlord's duty is to act in good faith and in compliance with the Lease), any time the consent of Landlord or Tenant is required, such consent shall not be unreasonably withheld, conditioned or delayed. Whenever the Lease grants Landlord or Tenant the right to take action, exercise discretion, establish rules and regulations or make allocations or other determinations, Landlord and Tenant shall act reasonably and in good faith and take no action which might result in the frustration of the reasonable expectations of a sophisticated landlord and sophisticated tenant concerning the benefits to be enjoyed under the Lease.

19.2 Quality of Construction Standard for Maintenance, Repairs and Operation. Landlord hereby represents to Tenant that (a) the Building and (b) that portion of the Premises already constructed and to be constructed by Landlord or Landlord's contractor, have been or will be constructed and operated in a first class manner and in full compliance with all governmental regulations, ordinances, and laws existing at the time of construction, including, but not limited to, laws pertaining to disabled access and laws pertaining to hazardous substances ("Applicable Laws"), in order to make the Building, the Premises and the site upon which the Building is situated suitable for business offices. Landlord will be fully responsible for making all alterations and repairs to the Building and the Premises at its cost, which shall not be included as Operating Expenses required in order to comply with the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12101 et. seq., as amended (the "ADA") and all other Applicable Laws, or resulting from or necessitated by the failure by Landlord and/or Landlord's contractor to comply with the Applicable Laws, or from Landlord's and/or Landlord's contractor's utilization of hazardous substances as defined by Applicable Laws at the time the Lease is executed in violation of Applicable Laws or which could, in the prudent business judgment of Tenant, taking into account the standards, guidances and recommendations included in the definition of Applicable Laws contained herein with respect to hazardous substances, pose a health risk to occupants of the Premises. Landlord's obligation to perform such work in accordance with Applicable Laws will be deemed to exist on May 15, 2005 (and Landlord's obligation shall exist and continue even though the time for performance under such Applicable Laws was contingent on (a) the passage of time or (b) the expenditure of money or the performance of other work which would trigger such compliance). Otherwise, Landlord shall maintain and operate the Building and, subject to Tenant's repair obligations set forth in the Lease, the Premises, in good condition and repair, shall maintain a safe and healthful environment in the Building and shall operate, and provide services to, the Building in a first class manner comparable to Comparable Buildings, the cost of which shall be included in Operating Expenses (for maintenance and repair of the Premises only to the extent required by the Lease).

19.3 Access to Building and Parking. Tenant shall be granted access to the Building, the Premises, and the parking provided to the Building twenty-four (24) hours per day, seven (7) days per week, every day of the year.

19.4 Premises Security. Subject to Landlord's reasonable approval, Tenant shall be entitled, at its sole cost, to install its own security systems for the Premises, which shall be located within the Premises and which shall not interfere with the Building Systems. Upon Landlord's request Tenant shall provide Landlord and the Richmond fire department with a key to the Premises and alarm codes for use in emergency situations only.

19.5 When Payment Is Due. Whenever a payment is required to be made by one party to the other under the Lease, but a specific date for payment or a specific number of days within which payment is to be made is not set forth in the Lease, or the words "immediately," "promptly" and/or "on demand," or their equivalent, are used to specify when such payment is due, then such payment shall be due thirty (30) days after the party which is entitled to such payment sends written notice to the other party demanding such payment.

19.6 Landlord's Right of Inspection. During normal business hours and upon twenty four (24) hours prior notice by telephone, Landlord and/or its lender or insurance representative shall have the right to inspect the Premises in order to determine Tenant's compliance with the terms of this Lease or applicable laws. During the last six (6) months of the Lease Term or Option Period, if applicable, and upon twenty four (24) hours telephone notice, Landlord or its broker shall have the right to show the Premises to prospective Tenants.

Signatures on the next page

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first above written.

LANDLORD:

Marina Westshore Partners LLS

By: _____
Richard R Poe
Its: Manger

TENANT:

West Contra Costa Unified School District

By: _____

Bill Fay
Associate Superintendent
Chief Operational Officer

By: _____

Its: Secretary

EXHIBIT "A"
BUILDING FLOOR PLAN AND PREMISES

EXHIBIT "A"
As-Built Plan of "Property"
APN #560-181-060-8: 4.25 Acres
1400 (Building B) and 1402 (Building A) Marina Way South
224 Parking Spaces

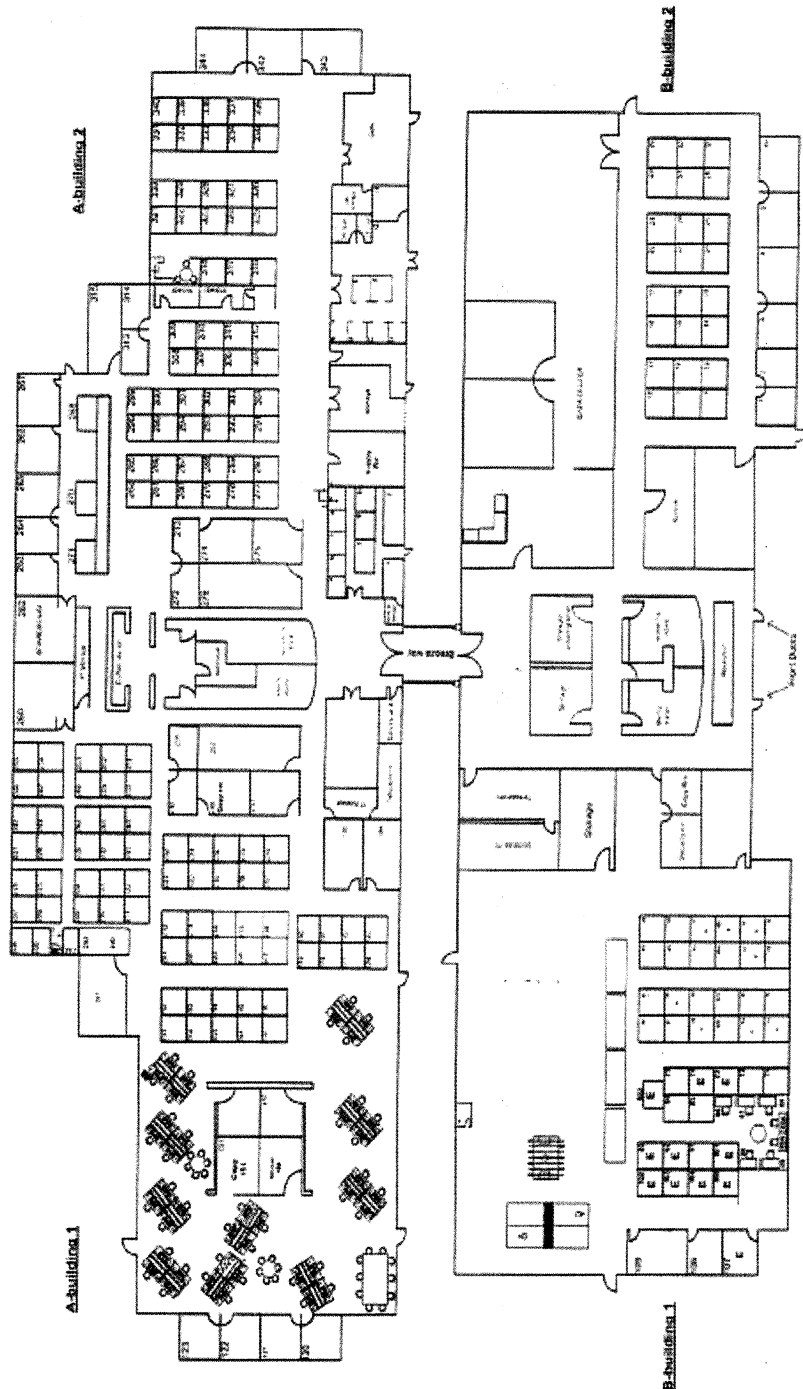


EXHIBIT "B"

RULES AND REGULATIONS OF THE PREMISES

1. Landlord shall have the right to control and operate the public portions of the Building and the public facilities, as well as facilities furnished for the common use of the tenants, in such manner as it deems best for the benefit of the tenants generally. No tenant shall invite to the Premises or permit the visit of persons in such numbers or under such conditions as to interfere with the use and enjoyment of the Building, its entrances, corridors, elevators, parking facilities, and grounds referred to herein as the Premises.

2. Landlord reserves the right to exclude or expel from the Premises any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall, in any manner, do any act in violation of any of the Rules and Regulations of the Premises or in violation of any law, order, ordinance, or governmental regulation.

3. Canvassing, soliciting, or peddling in the Premises is prohibited and each tenant shall cooperate to prevent the same.

4. Sidewalks, doorways, vestibules, halls, stairways, and similar areas shall not be obstructed by tenants or their officers, agents, servants, and employees, or used for any purpose other than ingress and egress to and from the Premises and for going from one part of the Building to another part of the Building.

5. Plumbing fixtures and appliances shall be used only for the purposes for which constructed, and no sweeping, rubbish, rags or other unsuitable material shall be thrown or placed therein. Any stoppage or damage resulting to any such fixtures or appliances from misuse on the part of a tenant or such tenant's officers, agents, servants, and employees shall be paid by such tenant.

6. No signs, posters, advertisements, or notices shall be painted or affixed on any of the exterior windows or exterior doors or other part of the Premises visible from outside the Premises, except of such color, size and style, and in such places, as shall be first approved in writing by the Landlord. Tenant shall use its best efforts to minimize the number and size of all penetrations created by nails, hooks, screws, or other hardware.

7. A directory will be placed by the Landlord, at Landlord's own expense, in the lobby of the Building. No other directories shall be permitted without Landlord's approval.

8. Landlord shall have the power to prescribe the weight and position of safes or other heavy equipment, which may over stress any portion of the floor. All damage done to the Building by the improper placing of heavy items, which overstress the floor, will be repaired at the sole expense of tenant

9. Tenant shall notify the Building Manager when safes or other equipment are to be taken into or out of the building. Moving of such items shall be done only after receiving permission from the Landlord and under its supervision.

10. All service vehicles must use and all deliveries must be made via the loading dock located in the east side of the Building. Deliveries within the Building shall be made by using service elevators during hours which will be determined by Landlord from time to time.

11. Tenant shall cooperate with Building employees in keeping the Premises neat and clean

12. Nothing shall be swept or thrown into the corridors, halls, elevator shafts, or stairways. No animals, or any other creatures shall be brought into or kept in or about the Building, excluding Guide Dogs for the Blind.

13. Should a tenant require telegraphic, telephonic, annunciator, or any other communication service, the Landlord will direct the electricians and installers where and how the wires are to be introduced and placed, and none shall be introduced or placed except as the Landlord shall direct.

14. Tenant shall not make or permit any unseemly, disturbing, or improper noises, odors or vibrations on the Premises, nor permit the premises to be occupied or used in a manner offensive or objectionable to the Landlord or other Tenants, nor otherwise interfere in any way with other tenants, or persons having business with them.

15. No cooking shall be done or permitted by any Tenant on the premises, excepting microwave reheating and then only when odors are not emitted into the return air of the building.

16. No equipment of any kind shall be operated on the Premises that could, in any way, unreasonably annoy any other tenant in the Building without the prior written consent of the Landlord.

17. Tenants shall not use or keep in the Building any inflammable or explosive fluid or substance or any illuminating material, unless it is battery powered, UL approved.

18. Landlord has the right but not the obligation to evacuate the Premises in event of emergency or catastrophe.

19. All electrical fixtures hung in the Premises must be fluorescent and of quality, type, design, bulb color, size, and general appearance approved by Landlord.

20. No water cooler, air conditioning unit of system, or other apparatus shall be installed or used by Tenant without prior written consent of Landlord, which consent shall not be unreasonably withheld.

21. No awnings or other projections over or around the windows or entrances of the Premises shall be installed by any tenant. Tenant shall not change or alter the window coverings in any manner.

22. Landlord is not responsible to any tenant for the non-observance or violation of the Rules and Regulations by any other tenant.

23. No tenant shall, at any time, occupy any part of the Premises as sleeping or lodging quarters.

24. No tenant shall obtain or accept for use in the Demised Premises, barbering, or bootblacking from any person not authorized by Landlord in writing to furnish such services.

25. Tenant shall not advertise the business, profession, or activities of Tenant in any manner, which violates the letter or spirit of any code of ethics adopted by any recognized association or organization pertaining thereto or use the name of the Premises for any purpose other than that of the business address of Tenant.

26. Landlord reserves the right to rescind any of these rules and make such other and further reasonable, non-discriminatory rules and regulations as in the judgment of Landlord shall from time to time be needed for the safety, protection, care, and cleanliness of the Premises, the operation thereof, the preservation of good order therein, and the protection and comfort of its tenants, their agents, employees and invitees, which rules when made and notice thereof given to a tenant shall be binding upon him in like manner as if originally herein prescribed.

27. Tenant shall exercise control over its employees, agents, and invitees so that they do not litter the Premises and shall be responsible for any additional expense, which Landlord incurs to remedy any littering by such persons.

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:** May 15, 2013
From: Bruce Harter **Agenda Item:** CI C.15
Superintendent
Subject: Contra Costa County School Boards Association Representative

Background Information:

The Contra Costa County School Boards Association (CCCSBA) provides a link between local school boards, the County Board of Education (CCBOE), and the Contra Costa Community College District (CCCCD) in order to preserve, advance, and improve public schools.

Board Member Randall Enos has volunteered to serve as a director representing the WCCUSD Board of Education to the Contra Costa County School Boards Association, while representing the District in planning, meeting preparation and information for all board members in the county.

Recommendation:

Recommend the Board appoint Mr. Enos as representative to the Contra Costa County School Boards Association.

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: May 15, 2013

From: Bruce Harter, Superintendent

Agenda Item: CI C.16

Subject: Organizational Change / Job Description

Background Information:

With the departure of Joe Abrego as the district's Executive Director of Technology, the new requirements of the Common Core State Standards and approval of the debt limit waiver, it is necessary to consider a change in the district's organization.

Recommendation:

That the Board approve the job description for the Chief Technology Officer to replace the Executive Director of Technology and an organization change to have the Chief Technology Officer report directly to the Superintendent.

Fiscal Impact: \$25,000

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

West Contra Costa Unified School District

CHIEF TECHNOLOGY OFFICER

PRIMARY FUNCTIONS:

Under direction of the Superintendent, the Chief Technology Officer (CTO) is responsible for all aspects of WCCUSD information technology (IT) and systems including planning, developing, directing, coordinating, and maintaining instructional and administrative IT systems. Provides technology vision and leadership for developing and implementing IT initiatives supporting WCCUSD goals with emphasis on integrating technology-based teaching and learning in all classrooms. Serves as the principal advisor to the Superintendent on all technology initiatives. Strategic focus is on long-range planning of all information processing and telecommunication systems (voice, video, and data) and operations. Responsible for preparing and recommending the IT portions of the WCCUSD operating and capital budgets. Provides a leadership role in the continuous improvement of WCCUSD business processes and IT infrastructures to achieve a more efficient and valuable use of technology-based instructional and administrative investments within WCCUSD. Day-to-day operational aspects include overseeing IT purchases, implementation, and various related services including information security. Manages IT hardware and software assets and cost life cycles. Develops, implements, or introduces technology-based instructional programs that support WCCUSD academic programs and help students and staff meet state and national educational standards. Leads and manages e-rate program. Coordinates and manages the technology infrastructure with the District's bond program. Is a member of the Superintendent's Cabinet.

MAJOR DUTIES AND RESPONSIBILITIES: Essential duties of the position include the following. Other duties may be assigned.

1. Plans, develops, directs, coordinates, and maintains an IT infrastructure, architecture, and program that support the Board of Education and Superintendent's commitment to using IT effectively and efficiently in an integrated manner for both instructional and administrative functions. Directs the daily operation of teams and units reporting to his/her office to assure efficient implementation.
2. Participates as a member of the Superintendent's Cabinet in providing executive oversight and management of all aspects of the WCCUSD. Serves as a principal advisor to the on matters related to IT management and planning. Provides leadership in developing and recommending to the Executive Staff sound IT management plans and practices.
3. Leads the IT planning process for the WCCUSD in a collaborative manner by focusing on both instructional and administrative use of IT.

4. Develops proposals for the use of WCCUSD bond funds for technology as well as the master plan for technology.
5. Prepares the IT portions of the WCCUSD operating and capital budgets, and presents budget proposals to the Superintendent's Cabinet and the BOE for approval. Prioritizes and recommends which IT projects to include in the budget.
6. Manages new and existing applications development projects.
7. Expands the IT capabilities to all levels of the management team to support more efficient and timely management information via user-friendly access to school system data using information warehouse techniques.
8. Develops and maintains IT standards to ensure that all IT users can be creative and effective in a controlled environment.
9. As part of the IT strategy and architecture, maintains adequate network security measures to secure the infrastructure while enabling greater use of the IT investments to benefit both internal and external users.
10. Manages outside associations with vendors, outsourcing contractors, and community partners. Compares IT management practices of other government agencies and school systems with those of WCCUSD and recommends improvements.
11. Maintains a close working relationship with IT officials from other agencies in Contra Costa County Government, California Department of Education, other school districts, and other government agencies.
12. Ensures training for all IT users to ensure productive use of existing and new systems.
13. Provides technologies that make it easier for students, parents, community organizations, other government agencies, and suppliers to do business with WCCUSD as well as increase productivity and efficiency.
14. Interacts with students, parents, teachers, staff, management team, and community organizations to ensure customer satisfaction.

SUPERVISORY RESPONSIBILITIES

Supervises certificated and classified staff, as assigned.

QUALIFICATIONS:

Thorough knowledge of IT and IT management with a strong business orientation. Knowledge of technology, business, and educational processes, and their cross-functional relationships with capability of aligning the WCCUSD IT deployment strategy with its business and educational strategies. Understanding of the challenging role of K-12 education in meeting the needs of society. Ability to conceptualize, launch, and deliver multiple IT projects to meet business needs

on time and within budget. Excellent organizational abilities. Excellent written and verbal communication skills. Read, understand, analyze, and interpret technology publications, business periodicals, and government regulations. Write reports, project plans, business correspondence, and procedures manuals. Convert requirements into written plans and create visual diagrams to illustrate system designs and architecture. Lead and manage a collaborative, team oriented, flexible department and support district employees and contract staff members. Lead the introduction of new technology into the district through strategic projects.

EDUCATION AND EXPERIENCE:

Bachelor's (Master's preferred) degree from an accredited college or university with an emphasis on business administration, engineering, computer science, public or educational administration, or related field. Considerable responsible experience in the development and administration of management analysis, budget, planning, and IT management. Experience with contract and vendor management and entrepreneurial activities. Broad experience in managing IT and implementing systems in diverse nonprofit organizations of comparable size. IT experiences in educational, non-profit and/or for-profit industrial organizations are desirable.

SPECIAL REQUIREMENTS

Uniformly heavy, but uneven workload, including frequent nights, weekends, and holidays.

SALARY:

Schedule: Management

Work year/days: 225 Days

Approved by the Human Resources Division

Approved by the Board of Education _____

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

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education **Meeting Date:** May 15, 2013

From: Wendell C. Greer **Agenda Item:** D.1
Associate Superintendent K-Adult Education

Subject: Ivy League Summer Programs: Students from El Cerrito High School, Pinole Valley High School, Hercules High School, De Anza High School, Richmond High School and Middle College High School will participate in college readiness programs offered at respective Ivy League Universities

Background Information:

The Ivy League Connection program has been an integral college awareness program in the West Contra Costa Unified School District for the last eight years. Each year students at our respective high schools participate in a rigorous screening process in order to gain acceptance into a summer program at an Ivy League university. The Ivy League Connection has grown tremendously over the years through the contributions of benefactors and corporations vested in providing educational opportunities for our students. This summer, West Contra Costa Unified School District will be sending thirty-nine students to various Ivy League universities including Cornell University, Columbia University, Brown University, The University of Pennsylvania, Yale University and the "Ivy League of the South": Vanderbilt University. The school district is proud to honor these outstanding students for their determination and willingness to accept this unique challenge, and we are confident they will serve as positive ambassadors representing the West County school community.

The District would like to thank the following sponsors for their contributions: IBEW/NECA LMCC Statewide; Contra Costa Chapter National Electrical Contractors Association (NECA); NorCal Chapter, NECA; Carpenters, Local 152; UA Local 342; AMANCO; Deems, Lewis and McKinley Architects; WLC Architects; Baker/Vilar Architects; Grossmann Design Group; Interactive Resources; Seville Group; Quattrocchi Kwok Architects; Sally Swanson Architects; Davillier Sloan; Employer Advocates; Powell and Partners; Electrical Contractors Trust Alameda County; GCR LLP; Piper Jaffray & Co.; De La Rosa & Company; KNN Public Finance; Orbach, Huff & Suarez LLP; Reginald Terrell, Aeko Consulting; HMC Beverly-Pryor Architects.

The District also thanks this year's chaperones Alfredo Chan-Law, Cheryl Lilhanand, Michael Mannix, Nathan Enfield, John Hillyer, Tiffani Neal and Tracey Singh-Poole. Their efforts to schedule college visits and meetings with admissions officers' affords insight to the students and greater exposure for the District.

Additionally, appreciation is extended for scholarships provided from partner schools Brown, Columbia, Cornell, Vanderbilt, Yale, and the University of Pennsylvania. A special thank you is also extended to Don Gosney for his help with the program and photographs.

Recommendation:

For Recognition Only

Fiscal Impact:

None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

IVY LEAGUE CONNECTION 2013
SUMMER PROGRAM

Travel arrangements are made by the district. Students will be lodged on the respective campuses for the duration of the program and a certificated staff member will be accompanying the students. The appropriate study trip forms and insurance information will be completed prior to the trip and the district will retain a copy for its records.

BROWN UNIVERSITY

Dates: June 19, 2013 – July 13, 2013

Certificated Chaperone: Nate Enfield

Program: Macroeconomics

Dates: June 24, 2013 – July 12, 2013

Students:

Duncan Tate	El Cerrito High
Malachi Joshua Gonzales	Pinole Valley High
Niels Griedel	El Cerrito High

Program: DNA Based Biotechnology

Dates: June 24, 2013 – July 12, 2013

Certificated Chaperone: Nate Enfield

Students:

Jay Fan	Hercules High
Jia Cheng (Carson) Lian	De Anza High
Liwen (Johnny) Ko	Hercules High

Program: Women & Leadership

Dates: July 22, 2013 – August 2, 2013

Certificated Chaperones: Tiffani Neal

Students:

Alicia Green	De Anza High
Crystal Tse	De Anza High
Michelle Croda	De Anza High
Shraddha Luitel	De Anza High
Elia Chuaqui	El Cerrito High
Julia Shebek	El Cerrito High
Sonya Nepali	El Cerrito High

COLUMBIA UNIVERSITY

Dates: June 24, 2013 – July 12, 2013

Certificated Chaperone: Cheryl Lilhanand

Program: Presidential Powers

Students:

Margaret Spencer	El Cerrito High
Anmol Randhawa	Hercules High

Program: Constitutional Law

Students:

Emily Cain	El Cerrito High
Bryan Moran	Pinole Valley High
Simon Cohen	El Cerrito High

Program: Introduction to Business, Finance, and Economics

Students:

Elena Battas	Middle College High
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CORNELL UNIVERSITY

Dates: June 22, 2013 – July 13, 2013

Certificated Chaperone: Alfredo Chan Law

Program: Hotel Management

Students:

Oluwatomi Balogun	Middle College High
Michelle Phung	Pinole Valley High
Rochelle Yee	Hercules High

Program: Freedom & Justice

Dates: June 22, 2013 – July 13, 2013

Certificated Chaperone: Alfredo Chan Law

Students:

Christian Abraham	Hercules High
Tamilyn Chen	Hercules High
Jenna Lee	Hercules High

UNIVERSITY of PENNSLYVANIA

June 30, 2013 – July 27, 2013

Certificated Chaperone: John Hillyer

Program: Academy of Physics

Students:

Junhui Zhou	Pinole Valley High
Michael Vroom	Pinole Valley High
Kai Marshland	El Cerrito High

Program: Academy of Social Justice

Students:

Audrey Ehi Webb	Middle College High
Susan Mireles	Richmond High
Hannah Phalen	El Cerrito High

VANDERBILT UNIVERSITY

Dates: July 2, 2013 – July 28, 2013

Certificated Chaperone: Michael Mannix

Programs: Med School 101; Filmmaking & Special Topics in Math

Students:

Keli'i Rubin	Pinole Valley High
Loan Chung	Pinole Valley High
Kimberly de Dios	Pinole Valley High
Thomas Johnston	Pinole Valley High

YALE UNIVERSITY

Dates: July 23, 2013 – August 12, 2013

Certificated Chaperone: Tracey Singh Poole

Program: Grand Strategies

Students:

Damian Wong	Hercules High
Joshua Ko	El Cerrito High
Eric Wilson	El Cerrito High
Liam Guevara	Middle College High

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: May 15, 2013

From: Nia Rashidchi
Assistant Superintendent, Education Services

Agenda Item: D.2

Subject: WCCUSD Common Core Standards Project Plan Update

Background Information:

Educational Services Staff will give an update on the Common Core Project Plan, the district's short term pathway to implementing the Common Core Standards.

Recommendation: Report

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: May 15, 2013

From: Sheri Gamba 
Associate Superintendent Business Services

Agenda Item: D.3

Subject: Bond Finance – Review of Outstanding Bonds and Refunding Analysis

Background Information:

In accordance with the newly adopted Board Policy #7214.3, Dave Olsen of KNN Public Finance will present the board with information on the current outstanding bonds with an analysis of potential refunding opportunities. Refunding opportunities identified to be within the Board's parameters will be highlighted along with a recommended timeline of activities for action on any bonds meeting the criteria.

Recommendation: Review

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: May 15, 2013

From: Bruce Harter, Superintendent

Agenda Item: F.1

Subject: Restoration of Elementary Instrumental Music

Background Information:

In early 2009 during the height of the great recession and the severe reduction in state funding, the District eliminated the elementary instrumental music program. For many years, the District had employed four instrumental music teachers to provide 'pull-out' services in each elementary school as well as a full-time instrumental music coordinator who also provided organization and management for the middle and high school programs. While a few schools have been able to restore after-school instrumental music through grants and fund raisers, most elementary schools have not had the resources to do so.

At the special meeting regarding the Portola feeder pattern on March 27, 2013, the Board discussed a long-term strategy to enhance the fine arts in WCCUSD with the possibility of creating an arts academy at El Cerrito High School. With the District and community currently engaged in an effort to develop a 2013-2018 strategic plan, the arts enhancement effort will clearly be part of that plan development.

At March 27, 2013 meeting, the Board gave direction to bring an action item to the Board that would initiate the restoration of an elementary instrumental music program for the 2013-14 school year in the El Cerrito High School attendance family. At the April 10, 2013 meeting the Board approved adding instrumental music beginning with the 2013-14 school year at Madera, Kensington, Washington, Stege, Fairmont, Harding and Mira Vista Elementary schools and directed the Superintendent to bring phased plan to reinstitute elementary music at the other elementary schools.

Restoration of the elementary music program will proceed in two phases. In addition to the schools in the El Cerrito High School family, the instrumental music program will be added at schools where the traditional program could be most effectively resumed for 2013-14: Riverside, Ellerhorst, Bayview, Valley View, Hanna Ranch, Olinda, Lupine Hills, Highland, Ohlone, Stewart, Murphy and Sheldon. During the 2013-14 school-year, the district will engage the community in a planning process to determine what kind of instrumental program would best meet the needs and interests of the other elementary schools. For the 2014-15 school-year, instrumental music will be added at: Wilson, Shannon, Nystrom, Collins, Montalvin, Ford, Chavez, Grant, Tara Hills, Coronado, Lake, Dover, Downer, Verde, Peres, King, and Lincoln. The other elements of the restoration and enhancement of the arts would follow the timeline and action strategies of the 2013-2018 strategic plan.

Recommendation:

That the Board authorize that the 2013-14 budget include the equivalent of a maximum of 3.0 full-time equivalent positions in elementary instrumental music teaching and coordination and with additional 2.0 full-time equivalent positions added for the 2014-15 school year.

Fiscal Impact: Approximately \$240,000 from the General Fund for 2013-14

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:** May 15, 2013

From: Kenneth L. Whittemore **Agenda Item:** F.2
Assistant Superintendent Human Resources

Subject: Public Hearing and Adoption of Initial Bargaining Proposal from the Public Employees, Local One to West Contra Costa Unified School District

Background Information:

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

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

Board Adoption of Initial Bargaining Proposal

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

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

Fiscal Impact: To be determined

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____



Public Employees Union, Local One

THE UNION FOR PUBLIC EMPLOYEES
ORGANIZED 1941

Mailing Address: 4197 Lakeside Drive, Suite 170 Richmond, CA 94806

Phone: (510) 222-5012 ♦ Fax: (510) 222-8858

www.peu1.org ♦ info@peu1.org

Date: April 18, 2013

To: West Contra Costa Unified School District Board of Education

From: Public Employees Union, Local One

RE: Public notice of Local One Proposals for the Successor Contractual Agreement between Local One and WCCUSD Expiring on December 31, 2012

Noticed: WCCUSD Board of Education Meeting April 24, 2013

In accordance with Article 4, Section 2 of the contract between Public Employees Union, Local One (Local One) and EERA Section 3547, Public Employees Union, Local One, as the exclusive representative for non-supervisory classified employees in WCCUSD, is providing formal notice of our intent to negotiate the successor contractual agreement presently in force.

The following articles and proposed changes are presented by Local One for public review and comment to the Board of Education:

Article 10

Amend and clarify language in reference to breaks.

Article 15

Expand and improve wage agreement.

Add additional language for equity adjustments for various classifications.

Article 16

Expand and Improve health benefits.

Supplement 1

Change language to reflect impact of all changes to contract

Supplement 2

Change language to reflect impact of all changes to contract

Supplement 3

Change language to reflect impact of all changes to contract

Supplement 4

Change language to reflect impact of all changes to contract

Supplement 5

Change language to reflect impact of all changes to contract

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: May 15, 2013

From: Kenneth L. Whittemore,
Assistant Superintendent Human Resources

Agenda Item: F.3

Subject: Public Hearing and Adoption of Initial Bargaining Proposal from the West Contra Costa Unified School District to the Public Employees, Local One

Background Information:

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

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

Board Adoption of Initial Bargaining Proposal

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

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

Fiscal Impact: To be determined

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

**THE WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
INITIAL PROPOSAL TO PUBLIC EMPLOYEES, LOCAL ONE FOR
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 Local One.

Article 13 **Evaluation**

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

Article 15 **Benefits**

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

Article 16 **Compensation**

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

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: May 15, 2013

From: Wendell C. Greer
Associate Superintendent, Secondary Education

Agenda Item: F.4

Subject: Proposal to Relocate West Contra Costa Unified School District Community Day Program

Background Information:

West Contra Costa Unified School District Community Day program aims to meet the social, emotional and educational needs of students in grade 7 – 12 that have at risk behavior with the intent of eventually returning them to the comprehensive setting with the skills to be successful. The District is proposing to contract with the Contra Costa County Office of Education to manage the District's Community Day Program at one of their county locations.

Recommendation: Recommend Approval

Fiscal Impact: \$179,000.00 General Funds

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____