

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
June 12, 2013

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
MEETING AGENDA
JUNE 12, 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 Report/Ratification of Closed Session

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

B.6 Minutes: March 26, 2013; May 7, 2013; May 15, 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 June 12, 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 June 12, 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 June 12, 2013.

Recommendation:

Recommend Approval

Fiscal Impact:

Additional revenue for schools

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

Comment:

The summaries of Payroll and Vendor Warrants issued during the month of May 2013 are provided:

Total of payroll warrants (May 2013): \$ 9,275,906

Total of vendor warrants (May 2013): \$ 19,430,042

Recommendation:

Recommend approval of the payroll and vendor warrant reports

Fiscal Impact:

As noted above

***CI C.5 Contracted Services**

Comment:

Permission is requested of the Board of Education to approve contracts for services as detailed, dated June 12, 2013.

Recommendation:

Recommend Approval

Fiscal Impact:

As noted per contracts summary

***CI C.6 Notification of Claim Rejected**

Comment:

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

Recommendation:

Ratify the rejection of claims

Fiscal Impact:

None

***CI C.7 Community Advisory Committee (CAC) for Special Education**

Comment:

The Community Advisory Committee (CAC) for Special Education is a state mandated parent/community advisory group. The members are composed of special education parents, members of the community,

teachers and other staff members who are interested in participating. The CAC advises the special education department and reviews the Special Education Local Plan.

The CAC By-Laws stipulate that “The CAC shall submit names of nominees to the Superintendent for approval. Formal appointment shall be made by the School Board” (CAC By-Laws, November, 2002).

The nominees listed are to serve as members of the CAC Membership for 2012-14. Also included, are the current members who are serving from 2013-15.

Recommendation:

Recommend Approval

Fiscal Impact:

None

***CI C.8 Certificated Board Authorization - Education Code 44328**

Comment:

Ed Code 44328. (a) Unless the commission determines that substantial evidence exists that a person is unqualified to teach, upon the completion of successful service as a district intern pursuant to subdivision (b) of Section 44325, and upon the recommendation of the school district governing board, the commission shall award preliminary credentials to district interns in the same manner as applicants recommended for credentials by institutions that operate approved programs of professional preparation.

Recommendation:

Recommend Approval

Fiscal Impact:

None

***CI C.9 Acceptance of Contracts for Placement of Student Teachers**

Comment:

Teachers in this District provide supervision and evaluation for student teachers seeking credentials to teach in California public school classrooms. These arrangements are made between the institution of higher education and the individual classroom teacher.

Staff requests approval from the Board of Education to accept Contracts for Placement of Student Teachers as detailed, dated June 12, 2013.

Recommendation:

Recommend Approval

Fiscal Impact:

None

***CI C.10 Approve the Following Revised Job Description: Coordinator, Disaster Preparedness and Safety**

Comment:

This job description is being modified to include the full range of duties currently performed in this classification. The District and School Supervisors Association had the required meetings and reached an agreement on the job description.

Recommendation:

Recommend Approval

Fiscal Impact:

Modifications to the job description causes no change to fiscal impact

***CI C.11 Approve the Following New Job Description: Energy Conservation Program Manager**

Comment:

This job classification is being created due to an inherent need for the District to monitor energy consumption and have a district professional be able to make recommendations about becoming more efficient and effective regarding energy consumption. The District and School Supervisors Association had the required meetings and reached an agreement on the job description.

Recommendation:

Recommend Approval

Fiscal Impact:

\$147,253 including Salary and Benefits

***CI C.12 Approve the Following New Job Description: IT Helpdesk Technician**

Comment:

This job classification is being created due to complex needs and responsibilities in the Technology Department. The creation of this job classification is a result of a continual increase in routine tasks, duties and responsibilities in the prior classification of the Info Tech Helpdesk. The District and Local One had the required meetings and reached an agreement on the job description.

Recommendation:

Recommend Approval

Fiscal Impact:

\$92,210 including Salary and Benefits

***CI C.13 Approve the Following New Job Description: Purchasing Technician**

Comment:

This job classification is being created due to an increase in the complex and detailed needs and responsibilities in the Purchasing Department. There has been a continual increase in routine tasks, duties and responsibilities in the prior classification of Buyer and Assistant Buyer, which are now reflected in the

new job classification. There will be one additional position created to provide the needed support in the Facilities Operations Center (FOC) regarding school construction and facilities projects, which is in addition to the current number of Buyer positions in the District. The District and Local One had the required meetings and reached an agreement on the job description.

Recommendation:

Recommend Approval

Fiscal Impact:

\$112,599 including Salary and Benefits

***CI C.14 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: \$702,527. Funding sources Measure J Bond and Measure D-2010 Bond.

***CI C.15 Ratification and Approval of Negotiated Change Orders**

Comment:

Staff is seeking ratification of Change Orders on the following current District construction projects: Helms MS Sports Field & Landscaping; and De Anza HS Replacement Campus. Change Orders are fully executed by the District upon signature by the Superintendent's designee. Board ratification is the final step required under state law in order to complete payment and contract adjustment.

In accordance with Public Contract Code 20118.4, the Board, by ratifying these Change Orders, finds that it would have been futile to publicly bid the work in question because of the tight time frames to complete this work without affecting the operations of the District, and that the public is best served by having this work completed by the contractor on the project.

Recommendation:

Ratify negotiated Change Orders as noted

Fiscal Impact:

Total ratification and approval by this action: \$532,142.43

***CI C.16 Ratification and Approval of Negotiated Change Order – M&O**

Comment:

Staff is seeking ratification of a Change Order on the following current District construction project: Central – Nutrition Center Boiler Room. Change Orders are fully executed by the District upon signature by the Superintendent's designee. Board ratification is the final step required under state law in order to complete payment and contract adjustment.

In accordance with Public Contract Code 20118.4, the Board, by ratifying these Change Orders, finds that it would have been futile to publicly bid the work in question because of the tight time frames to complete this work without affecting the operations of the District, and that the public is best served by having this work completed by the contractor on the project.

Recommendation:

Ratify negotiated Change Orders as noted

Fiscal Impact:

Total ratification and approval by this action: \$7,092.26

***CI C.17 Ratification of Staff Awarded Contract: Bayview Exterior Repairs**

Comment:

Grossman Design Group has prepared plans and specifications for the project. Scope of work includes removal of exterior finishes and windows, removal of the low slope roofing system and associated sections of the steep slope roofing system, installation of new flashing assemblies at the windows, reinstalling the windows, new exterior finishes, and applying a new low slope roofing system and associated steep slope roofing system.

The District conducted a public bid process for the project. Bids were received on April 30th, 2013. Four contractors submitted bids. They are as follows: Affordable Painting Services, Inc., \$290,000; U.S. Matrix Construction, Inc., \$567,000; AM Woo Construction, \$646,000; and B Bros Construction, \$978,350. Affordable Painting Services has withdrawn their bid due to mathematical and clerical errors. The lowest responsive, responsible bidder is U.S. Matrix Construction, Inc.

Recommendation:

Ratify the award to U.S. Matrix Construction, Inc.

Fiscal Impact:

\$567,000

***CI C.18 Ratification of Staff Awarded Contract: Grant Elementary School & Lake Elementary School Fire Alarm Modernization**

Comment:

Hamilton + Aitken prepared plans and specifications for the project. Scope of work includes replacing the existing fire alarm system with a complete code complying fire alarm system per SB 575 requirements.

The District conducted a public bid process for the project. Bids were received on May 28, 2013. One contractor submitted a bid. It is as follows: BBJ Electric, Inc., \$567,089. BBJ Electric, Inc. appears to be the responsible, responsive bidder.

Recommendation:

Ratify the award to BBJ Electric, Inc.

Fiscal Impact:

\$567,089

***CI C.19 Ratification of Staff Awarded Contract: Kensington Elementary School Moisture Abatement**

Comment:

HY Architects has prepared plans and specifications for the project. Scope of work includes installation of surface applied vapor barrier system with underlayment and resilient flooring for multipurpose room A501; weatherproofing at exterior doors; roofing system at building roof and canopy roofs; gutters and downspouts at building roof and canopy roofs; patch and paint north elevation of building A5.

The District conducted a public bid process for the project. Bids were received on May 9, 2013. Three contractors submitted bids. They are as follows: Arthulia, Inc., \$175,000; A & E Emaar, \$199,800; and HM Construction, \$327,000. The lowest responsive bidder is Arthulia, Inc.

Recommendation:

Ratify the award to Arthulia, Inc.

Fiscal Impact:

\$175,000

***CI C.20 Ratification of Staff Awarded Contract: Verde Elementary School Restrooms Renovation**

Comment:

Hamilton + Aitken prepared plans and specifications for the project. The scope of work includes removing and reinstalling existing toilet fixtures, toilet accessories, diffusers, and electrical devices for reinstallation, and providing power to new electric hand dryers at the restrooms. Work also includes removal of existing restroom finishes to install new finishes, installation of a new gypsum wall board, porcelain tile, epoxy floor assemblies and new and existing accessories. Furthermore, the project consists of painting finishes.

The District conducted a public bid process for the project. Bids were received on May 23, 2013. Five contractors submitted bids. They are as follows: Streamline Builders, \$56,960; Affordable Painting Services, Inc., \$68,000; Hung Construction, \$74,000; AM Woo Construction, \$78,470; and Greentech Industry, Inc., \$59,820 (non-responsive). The lowest responsive bidder is Streamline Builders.

Recommendation:

Ratify the award to Streamline Builders

Fiscal Impact:
\$56,960

***CI C.21 Resolution No. 94-1213: Regarding District Standards for Equipment, Products and Materials for District Construction and Adoption of Findings Required by Public Contract Code for Sole Source Specifications**

Comment:

In order to ensure uniformity of key equipment, materials and products across the District it is necessary for the Board to adopt findings, as required by Public Contract Code 3400, that the specified equipment, products, or materials is required to match existing systems currently in place in the District. District staff, including Maintenance, Grounds and Facilities along with the Program Management team has completed an update of proposed sole source equipment, materials and products. These proposed sole source vendors have been reviewed by the Board's Facilities Subcommittee.

Recommendation:

Approve Resolution No. 94-1213 and adopt findings

Fiscal Impact:

Unknown. Intended to be long-term revenue neutral with some potential higher upfront costs offset by reduced costs of maintenance over time.

***CI C.22 Memorandum of Understanding for Provision of Special Education Services to Making Waves Academy Charter School**

Comment:

This agreement shall apply for two years, from August 1, 2012 to July 31, 2014 regarding provision of Special Education and related services for students.

Recommendation:

Recommend ratification of memorandum of understanding

Fiscal Impact:

Reimbursement for services rendered

***CI C.23 Approval of Board Members Travel**

Comment:

Board Bylaw 9250 stipulates members of the board shall be reimbursed for allowable expenses incurred in attending any meetings or in making any trips on official business of the school district when so authorized in advance by the Board of Education. (Education Code 35044). Board members have expressed interest in attending the following:

- 2013 CUBE Summer Issues Seminar, July 18 – 20, Seattle WA
- International Society for Technology in Education 2013 Conference, June 23 – 26, 2013, San Antonio, TX
- Ivy League Connection, June 8 – 11, August 1 – 4, University Visits

Expenses including registration, travel and food are budgeted and there is sufficient funding within the budget.

Recommendation:

Recommend Approval

Fiscal Impact:

General Fund, estimated cost \$22,286.70

D. AWARDS, RECOGNITIONS, AND REPORTS

*** D.1 Recognition of Student Athletes**

Comment:

On May 24-25 district high schools competed in the NCS Meet of Champions held at UC Berkeley. Three competitors won first through third place qualifying them to compete in the State Meet.

The participants were:

Boys 100 Meter Dash

1 st	McKinley, Takkarist	12	Kennedy	11.09
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Boys 300 Meter Hurdles

1 st	Doss, Jalen	11	Hercules	37.87
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Boys 200 Meter Dash

2 nd	McKinley, Takkarist	12	Kennedy	21.92
3 rd	Harper, Austin	12	El Cerrito	J21.92

Boys 4x400 Meter Relay

2 nd	Hercules	3:16.59		
1)	Doss, Jalen	11	2)	Renolds, Armani 12
3)	Davenport, Marquis	12	4)	Prowes, Antwain 11
5)	Seale, Kai	11	6)	Berstine, Jerrick 11

Girls 4x100 Meter Relay

6 th	Kennedy	49.00		
1)	Dillard, LaDejah	11	2)	Miles, Alesia 11
3)	Stitts, Diamond	10	4)	Giddens, Danaya 12
5)	Sumler, Briana	9		

Girls 400 Meter Dash

5 th	Hilburn, Mariama	Pinole Valley	56.86
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Girls 200 Meter Dash

6 th	Hilburn, Mariama	Pinole Valley	25.73
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On May 17, district high schools competed in the Badminton NCS/Les Schwab Tires Championship. Pinole Valley High School's team won first place in the Division 2 and Hercules High won second place.

We would like to recognize and congratulate the teams on their achievements. We would also like to recognize and commend the coaches in their dedication, commitment and for making a difference in the lives and futures of the students they coach.

Recommendation:
For Information Only

Fiscal Impact:
None

* **D.2 West Contra Costa Unified School District presents: "Classified Employee of the Year"**

Comment:
Our classified employees are an integral part of the West Contra Costa Unified School District. We are expanding our staff recognition program to pay tribute to the tireless efforts of our outstanding classified employees and focus attention on the positive accomplishments that these employees contribute to the services provided to our students.

For the 2012-2013 school year, the District would like to recognize and acknowledge the following classified employees:

Classified Supervisor	- Mary Jones
General Services M & O	- Laura Cruz
Office & Technical	- Linda Rhea
Paraprofessional	- Virginia Lawson

Recommendation:
For Recognition

Fiscal Impact:
None

* **D.3 Communication Strategy for Fair Assessed Valuation**

Comment:
Over a two-year period, the assessed valuation for property in the West Contra Costa Unified School District declined by 19% resulting in substantial hikes in property taxes for property owners in making payments on the district's bond measures. During the last year property values have increased substantially while re-assessments of properties have not kept pace as required under a key modification to Proposition 13 (1978). The communication consulting firm, Whitehurst/Mosher has been retained to support the district's effort to have assessed values comply with the Prop 13 requirements. John Whitehurst and Jill Nelson-Golub from Whitehurst/Mosher will provide a report to the Board on how the district engage local officials and communities to ensure that the 2014 assessments are aligned with Prop 13 values.

Recommendation:
For Information Only

Fiscal Impact:
None

* **D.4 Preliminary Budget for 2013-14**

Comment:

Staff is presenting a report on the unrestricted general fund portion of the preliminary budget for 2013-14 along with information regarding the Governor's May Revision Proposal for 2013-14. The final 2013-14 budget is scheduled for a public hearing and adoption at the meeting of the Board of Education on June 26, 2013.

Recommendation:
For Information Only

Fiscal Impact:
None

* **D.5 Standing Reports**

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

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

* **D.6 In Memory of Members of the School Community**

Comment:

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

Mr. Ronald B. Tasto recently passed away. Mr. Tasto taught for 35 years and retired from DeAnza High School.

Mr. Felix Pelayo recently passed away. Mr. Pelayo began working in 2011 as a substitute food service aide and utility working in the Nutrition Center.

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

Recommendation:
For Information Only

Fiscal Impact:
None

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

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

* **E.2 WCCUSD Public Comment**

Members of the public are invited to speak to the Board about any matter that is not otherwise on the agenda and is related to issues affecting public education in the WCCUSD. **Approximately 30 minutes will be allocated for this item.** If there are more requests to speak than can be heard within this time limit, "WCCUSD Public Comment" will continue after Item G. Individuals wishing to speak must submit a "WCCUSD Public Comment" form prior to the beginning of this item on the agenda.

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

F. ACTION ITEMS

* **F.1 Approval of Agreement with United Teachers of Richmond (UTR) / AB1200 Public Disclosure of Collective Bargaining Agreement with UTR**

Comment:
District and United Teachers of Richmond (UTR) have reached tentative agreement through collective bargaining for the 2012-15.

School districts are required to publicly disclose the provisions of all collective bargaining agreements before they ratify an agreement. This ensures that the public is aware of the details associated with a tentative collective bargaining agreement before it becomes binding on the district. A summary of the financial implications associated with the agreement will be presented at the Board meeting. This summary will be provided to the County Office of Education.

The Board will receive public comment on the proposed contract changes and salary adjustments before the Board votes to ratify the Agreement.

We want to take this occasion to thank the representatives of UTR for their time and effort in reaching this accord.

Recommendation:

Recommend that the Board of Education ratify the Tentative Agreement between the West Contra Costa Unified School District and the United Teachers of Richmond.

Fiscal Impact:

Equivalent to 2% per year over three years, \$6.3 million 2012/13 – 2014/15

* **F.2 Public Hearing Resolution No. 93-1213: Approving Engineer's Report, Confirming Diagram and Ordering Levy of Assessment for Fiscal Year 2013-2014**

Comment:

The Board will hold a public meeting and hear any public comments with regard to the Maintenance and Recreation Assessment District for 2013-14. Staff and the engineer will be available to answer questions on the Maintenance and Recreation Assessment District.

After the public hearing the Board may adopt "A Resolution Approving Engineer's Report, Confirming Diagram and Assessment and Ordering Levy of Assessment for Fiscal Year 2013-14." The resolution gives final approval to the engineer's report and directs that the assessment diagram and assessments be filed with the county. The District will receive funds at the time it receives property tax payments. Proceeds of the MRAD will be deposited in a separate account.

This is the third and final resolution in the process of levying an annual assessment. On March 20th the Board adopted a resolution ordering the preparation of the engineer's report and then on April 24th, adopted a resolution calling a public meeting for June 12th, and causing notice of that meeting to be published.

Recommendation:

Recommend approval of this resolution for MRAD

Fiscal Impact:

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

* **F.3 Modification to Board Calendar / Additional Study Session**

Comment:

In order to accommodate Board members schedules, the regular August meeting needs to be moved from Wednesday, August 14 to Monday, August 12.

In moving into the 2013-14 school year, Board President Madeline Kronenberg and Member Todd Groves have requested a special workshop meeting to focus on the data around and the strategies to improve the performance of WCCUSD schools ranked in Decile 1 by their ranking among their comparator schools. The preferred date to hold that meeting would be Wednesday, August 7.

Recommendation:

That the Board approve the change of the regular August meeting from August 14 to August 12, 2013 and that the Board hold a special meeting to review improvement plans for schools in Decile 1 on August 7, 2013.

Fiscal Impact:

None

* **F.4 Special Education Annual Service Plan and Budget**

Comment:

Assembly Bill AB602, Chapter 654, Statutes of 1997 added new requirements to the Special Education Local Plan. AB602 requires SELPAs to submit Annual Budget and Service plans. These plans must be adopted at public hearings. As required in Education Code (EC) Section 56205, these plans must identify expected expenditures and include a description of services and the physical location of these services. The Local Budget and Service Plans must demonstrate that all individuals with exceptional needs have access to services and instruction appropriate to meeting their needs as specified in their IEPs.

Annual Service Plan:

The Annual Service Plan must include a complete detailed description of special education services provided by each district and/or SELPA. This description must include:

- A. The nature of the services, including Related Services
- B. The physical location where the services are provided which may include:
 - 1. Alternative Schools
 - 2. Charter Schools
 - 3. Opportunity Day Schools operated by school districts
 - 4. Community Day Schools operated by the County Office of Education regardless of whether the district or County Office of Education participates in the Local Plan.
 - 5. Nonpublic Schools/agencies

The Service Plan description must demonstrate that all individuals with exceptional needs have access to services and instruction appropriate to meet their needs as specified in their individual education programs.

Annual Budget Plan:

The Annual Budget Plan identifies expected expenditures for all items listed below:

- A. Funds received in accordance with Chapter 7.2 (Special Education Funds)
- B. Administrative Costs of the Plan
- C. Special Education Services to pupils with severe disabilities as defined by IDEA 2004 including 'Low Incidence' Disabilities (deaf, hard of hearing, blind, visually impaired, and orthopedically handicapped students)
- D. Special Education services to pupils with non-severe disabilities as defined by IDEA 2004.
- E. Supplemental aids and services to meet the individual needs of pupils placed in regular classrooms and environments.
- F. Regionalized operations and services and direct instructional support by Program Specialists
- G. The use of property taxes allocated to special education pursuant to Section 2572.

The Annual Budget Plan may be revised during any fiscal year according to the policymaking process.

Accordingly, the West Contra Costa Unified School District SELPA's Annual Service Plan and Annual Budget Plan have been updated and reviewed, as is required by California Department of Education.

Complete copies of the Local Plan and Budget Plan are available at www.wccusd.net under the Special Education department website.

Recommendation:

Recommend Approval

Fiscal Impact:

None

G. DISCUSSION ITEMS

*** G.1 Project Status Report**

Comment:

The following are provided for review of Facilities Planning and Construction in the District's Bond Program and for information regarding individual projects:

- Engineering Officer's Report – Verbal Presentation
- Construction Status Reports – Current Construction Projects

Recommendation:

For Information Only

Fiscal Impact:

None

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

I. COMMENTS OF THE BOARD OF EDUCATION AND SUPERINTENDENT

J. THE NEXT SCHEDULED BOARD OF EDUCATION MEETING

Lovonya DeJean Middle School – June 26, 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

June 12, 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

**RICHMOND CITY COUNCIL
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
JOINT MEETING**

RICHMOND, CALIFORNIA, March 26, 2013

The Special Joint Meeting of the Richmond City Council/West Contra Costa Unified School District was called to order at 6:39 p.m. by Mayor McLaughlin.

ROLL CALL

Present: Councilmembers Bates, Beckles, Butt, Myrick, Rogers, Vice Mayor Boozé, and Mayor McLaughlin; School Boardmembers Enos, Groves, Merriweather, Ramsey, and President Kronenberg. **Absent:** None.

STATEMENT OF CONFLICT OF INTEREST

None

STUDY AND DIRECTION TO STAFF SESSION

Mayor McLaughlin introduced the Richmond Tales Fest Planning Committee who gave a presentation highlighting the Community Family Literacy Festival to be held in the Richmond Civic Center Plaza on April 20, 2013, from 11:00 a.m. to 3:30 p.m. The committee reported that the event would include an afternoon of fun, family literacy, and healthy living for everyone. Families will have access to thousands of free children's books, gently used and new, as well as resources for families to learn about outdoor activities that they can do instead of watching TV or playing video games.

City Manager Bill Lindsay and West Contra Costa Unified School District Superintendent Bruce Harter gave a report to the Richmond City Council and the West Contra Costa Unified School District (WCCUSD) Board on the status of: (1) the West Contra Costa Unified School District's Bond Program for Richmond school facilities; and (2) plans to jointly renovate the Richmond Swim Center at Kennedy High School. Other participants in the report were District Engineering Officer Magdy Abdalla and Architect Mark Albertson of Principal at Architects MA who discussed the Bond Program which funds renovation projects such as: Ford Elementary School, King Elementary School, Nystrom Elementary School, Peres Elementary School, Washington Elementary School, Lavonia De Jean Middle School, Gompers, De Anza High School, Kennedy High School, and Richmond Swim Center at Kennedy High School. The Bond Program has spent approximately \$372,233,882 million on the City of Richmond Elementary Schools and \$306,835,310 million on the City of Richmond Middle/High Schools, for a total of \$679,069,192 million. Board Member Ramsey requested a report from staff on how the City of Richmond and the WCCUSD staff were working together. Vice Mayor Boozé suggested that staff involve the neighborhood councils in the architect designs of the Richmond Swim Center at Kennedy High School. He also requested a monthly report on

the progress of the Richmond Swim Center at Kennedy High School. Councilmember Bates requested WCCUSD staff submit documentation that shares information with the City Council and residents listing all the funding proposals for the City of Richmond for past and present projects. Wesley Ellis, Mike Peritz, and Texanita Bluitt gave comments. Mayor McLaughlin requested that the WCCUSD Board/staff meet with citizens who have concerns regarding Kennedy High School improvements and make allocations as appropriate. WCCUSD Boardmember Enos volunteered to oversee a committee to address concerns.

The Richmond City Council and the West Contra Costa Unified School District received a presentation on current partnerships between the City of Richmond and West Contra Costa Unified School District, including: (1) Nystrom United Revitalization Effort; (2) Umbrella Joint Use Facility Agreement; and (3) Lawrence Berkeley National Lab Planning Activities by Management Analyst LaShonda White, City Manager Bill Lindsay, District Engineering Officer Magdy Abdalla, City Engineer Alan Wolken, and Principle Architect Marcy Wong of Wong Logan Architects. The presentation included a PowerPoint Presentation which highlighted: The Vision of Nystrom, project area, project partners, Nystrom Elementary Project, Cutting Boulevard Concept Plan, the Martin Luther King Jr. Center, and the Joint Use Facility Agreement. Ms. Wilson stated that specific joint use agreements would be established for specific uses. The presentation continued with Mr. Lindsay giving an update regarding the Lawrence Berkeley Laboratory Richmond Bay Campus including the education opportunities available. Mayor McLaughlin used this moment to invite everyone to the Easter Egg Hunt on Saturday, March 30, 2013, at Nevin Center from 9:00 a.m. to 12:00 p.m. and from 12:00 p.m. to 2:00 p.m. at Booker T. Anderson Park. Councilmember Rogers requested staff research and present documentation regarding whether private investment would be subject to the City of Richmond's rules and regulations. Linda Whitmore stated that the Santa Fe community would like a full functioning community center. Jackie Thompson also encouraged the City Council and WCCUSD Board to establish better communication and outreach with the community regarding events and services available in the City of Richmond. She also stated that many Richmond residents do not have internet service and are not aware of events and resources available within the community. Councilmember Rogers requested staff research ways the City of Richmond may assist Richmond residents in receiving free internet services. WCCUSD Superintendent Harder gave a report on the Mock Trial Program. Dr. Harter reported that the program was a five to six week summer program created to help students acquire a working knowledge of our judicial system, develop analytical abilities and communication skills, and gain an understanding of their obligations and responsibilities as participating members of our society.

The Richmond City Council and the West Contra Costa Unified School District received a presentation on the Richmond Health Equity Partnership's (RHEP) Health in All Policies (HiAP) and Full-Service Community Schools (FSCS) strategies, the objectives of which are to help advance health equity for Richmond children and families. RHEP was formed as a partnership between the City of Richmond, West Contra Costa Unified School District, Contra Costa Health Services, and UC Berkeley. City Manager

Bill Lindsay gave an overview of the City of Richmond's HiAP and the WCCUSD FSCS Program. Other participants in the presentation included: Health and Wellness Coordinator Gabino Arredondo, WCCUSD Associate Superintendent Wendell Greer, and Student Support Services Tashaka Merriweather. The HiAP emanates from the City of Richmond's General Plan Health and Wellness Element. "The mission of Richmond's Health in All Policies (HiAP) strategy is to advance overall health and health equity in Richmond. As part of the Richmond Health Equity Partnership, the City of Richmond is the lead on HiAP. HiAP is the practice of taking an integrated and comprehensive approach to bring health, well-being, and equity considerations into the development and implementation of policies in the non-health care/medical setting." RHEP hopes to create a model for other cities in West Contra Costa County to emulate. The WCCUSD leads the FSCS Subcommittee that will develop a FSCS strategy for WCCUSD schools in Richmond. A FSCS partnership between the school and other community resources would focus on academics, health and social services, youth and community development and community engagement to improve student learning, stronger families and healthier communities. Staff reported that the process to accomplish a FSCS begins with the following three teams: a site level, steering, and community teams. Staff also reported that the RHEP was funded by the California Endowment and WCCUSD and staff will continue to hold community involvement meetings. Richard Stallings and Melvin Willis gave comments.

The Richmond City Council and the West Contra Costa Unified School District received a report on safety-related programs in West Contra Costa Unified School District schools that involve cooperative relationships with the City of Richmond, including: (1) School Resource Officer (SRO) Program; (2) daytime curfew; and (3) the Restorative Justice Program. Police Chief Chris Magnus gave an overview of the report. Other participants in the presentation included: Captain Mark Gagan, Lieutenant Michael Booker, and Sergeant Brian Dickerson. The SRO Program was a component of the Youth Services Division. Lieutenant Michael Booker reported that the primary responsibility of the SRO Program was De Anza and Richmond High Schools, and Lavonya DeJean Middle School. There are currently two SROs at DeAnza High School, two at Richmond High, one at Kennedy, and one at Lavonya DeJean Middle School. Lieutenant Booker also reported that SROs are responsible for: assisting with the School Safety Program, safety presentations at each site, gang intervention training, collaboration with Bay Area Peace Keepers (ONS, RYSE, etc.) regarding mentoring and conflict resolution, shooter training on campuses, assisting probation with compliance checks on campuses, participating in afterschool activities, enforcing the daytime curfew, and assisting with home visits regarding trancies. Lieutenant Booker also reported that the goal of the SRO Program was to develop positive relationships with young people and keep campuses safe, crime-free, and conducive to a healthy learning environment. **(At 11 p.m. on motion of Councilmember Rogers, seconded by Councilmember Myrick extended the meeting to finish the item with Councilmember Butt, Vice Mayor Booze, and WCCUSD Boardmember Enos voting Noe)** Boardmember Ramsey requested staff research the ability to link the School CCTV Systems with the City of Richmond. He also stated that the WCCUSD may be able to assist with funding equipment for the SRO Program. Chief

Magnus stated that the Day-Time Curfew Program needed funding for case manager positions and also funding for staff to monitor children that are dropped off at the Police Activities League (PAL). Sergeant Brian Dickerson explained the process of enforcing the day-time curfew. He stated that students were stopped to verify a valid excuse to be out of school; if no valid excuse, the student was taken back to school, home, or PAL and parents were contacted; parents and students were given resources and a court date; judge gives parents and students benefits of going to school; judge does an assessment of why the child was not going to school to get to root cause; family given resources, and next court date; if the child has attended school as required, the child was given positive reinforcement gifts. Chief Magnus stated that if there was no cooperation from the parents and child, the case would go through the normal process for violation of the day-time curfew ordinance. The Principal of Lavonya DeJean Middle School Sylvia Greenwood gave information on the Restorative Justice Program (RJP) implemented at Lavonya DeJean Middle School. She stated that the program has allowed individuals to open up and discuss issues going on in their lives. Ms. Greenwood reported that since implementing the RJP, Lavonya DeJean has seen a decrease of 79 percent in suspensions from last year and a change in student attendance of an average 95 percent. Ms. Greenwood also reported that the RJP has been used with parents to explain what was going on in their households. Ms. Greenwood concluded that the RJP has positively changed the climate and culture of Lavonya DeJean Middle School.

ADJOURNMENT

There being no further business, the meeting adjourned at 11:33 p.m. in memory of Rick Wood.

City Clerk

Mayor



MINUTES

SPECIAL JOINT EL CERRITO CITY COUNCIL – WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION MEETING

Tuesday, May 7, 2013 – 6:30 to 8:30 p.m.

City Council Chambers

Meeting Location

El Cerrito City Hall – City Council Chambers
10890 San Pablo Avenue, El Cerrito

Council Members	Board Members
Janet Abelson	Randall Enos
Rebecca Benassini	Todd A. Groves
Jan Bridges	Madeline Kronenberg
Mark Friedman	Elaine R. Merriweather
Greg Lyman	Charles T. Ramsey

ROLL CALL

Present: Councilmembers Abelson, Benassini, Bridges, Friedman and Mayor Lyman
West Contra Costa Unified School District Board of Education Directors
Enos, Groves, Ramsey and President Kronenberg

Absent: Director Merriweather

6:30 p.m. CONVENE SPECIAL JOINT CITY COUNCIL – WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION MEETING

Mayor Lyman convened the Special Joint City Council / West Contra Costa Unified School District Board of Education meeting at 6:31p.m.

- 1. PLEDGE OF ALLEGIANCE TO THE FLAG OR OBSERVATION OF A MOMENT OF SILENCE** was led by Mayor Pro Tem Abelson.
- 2. WELCOME INTRODUCTIONS AND OPENING COMMENTS – Mayor Lyman and WCCUSD President Kronenberg**

President Kronenberg expressed her appreciation for the Joint meeting and noted that collaboration with cities has been an important activity this year.

Mayor Lyman thanked the School Board members for attending the meeting this evening, noted that the School District is an important contributor to the community and emphasized the importance of continuing dialogue.

3. DISCUSSION ITEMS

A. Description of New El Cerrito High School/City of El Cerrito Internship Program

Presenters: Sukari Beshears, Human Resources Manager, City of El Cerrito and Michael Aaronian, College Career Coordinator.

Director Ramsey suggested expanding the program to the City Attorney's Office.

Councilmember Benassini stated that Councilmembers would welcome any questions from students regarding what it is like to be a councilmember.

Director Enos stressed the importance of the role of the internship program in local government.

Mayor Lyman asked if there is a policy in place for returning students and whether the number of student interns could be expanded in the future.

Mayor Pro Tem Abelson stressed the importance of both agencies working together for the benefit of the students and providing a link for career development, exploration and an opportunity to succeed.

President Kronenberg expressed appreciation to Mr. Aaronian and Mayor Pro Tem Abelson for their efforts in initiating the internship program and noted the opportunities for collaboration and developing a model for a linked learning academy for public service among other cities within the School District and throughout California.

B. Update on Writer Coach Connection

Presenters: Robert Menzimer, Executive Director, Community Alliance for Education/Writer Coach Connection.

Kathleen Hallam, Portola Site Coordinator, stated that she is impressed with volunteers that the program has recruited and kept.

Matthew Burnham, Principal, Portola Middle School, spoke of the benefits of the Writer Coach Connection program and the importance of working with volunteers.

Ms. Yvette Soto, English Language Development teacher, stated that her students have benefited greatly from the Writer Coach Connection and thanked all of the volunteers that are involved in the program.

[Mayor Lyman recessed the Joint City Council / WCCUSD Board of Education meeting at 6:59 p.m. Mayor Lyman convened the regular City Council meeting at 7:00 p.m. and promptly adjourned the City Council meeting to after the adjournment of the Joint City Council/WCCUSD Board meeting. The Joint meeting reconvened at 7:02 p.m.]

Ms. Soto introduced four Portola Middle School students who each offered brief statements regarding the importance of the Writer Coach Connection and how the program has improved their writing.

David Luongo, Principal, El Cerrito High School, described the benefits that accrue from the community building inherent in the Writer Coach Connection program and also noted how the program helps students succeed.

Curt Douglas, El Cerrito High School English Department Chair, expressed his enthusiasm for the Writer Coach Connection program and how coaches serve the

unique needs of each student. Mr. Douglas also reported that the completion of writing assignments and the quality of written work has improved as a result of the program. Mr. Douglas introduced three high school students who each spoke about their own positive experience of the program and its tutors.

Councilmember Bridges asked how one can sign up to be a coach.

Director Groves stated potential coaches can sign up at writercoachconnection.org and encouraged all to become involved.

President Kronenberg applauded Mr. Groves' involvement in the program and stated that the program is a turnkey program in which the coach and student are supported thoroughly.

C. Update on Bond Program in El Cerrito

Fairmont Elementary School

Presenters: Magdy Abdullah, WCCUSD Engineering Officer, introduced Marcus Hibser of HY Architects, who provided an overview and update regarding the Fairmont Elementary School campus.

Director Ramsey confirmed with the District's architect that construction drawings could be out by the summer of 2015.

Mayor Lyman encouraged the School District to coordinate with the City's Tree Ordinance, particularly with respect to the Redwood Grove.

El Cerrito High Stadium Project

Kevin McQuarrie, Principal, WLC Architects, provided an update and overview of the stadium project at El Cerrito High School.

Director Ramsey asked which firm was performing the hazardous material analysis and review, particularly at the El Cerrito field. Director Ramsey also suggested that the light installation and its brightness be sensitive to impacts on the surrounding neighborhood.

Mayor Pro Tem Abelson confirmed with Mr. Abdullah that the site will be accessible and available to the general community for use and exercise after the school is closed.

Councilmember Benassini said she was happy to see the street view of the design from Ashbury Avenue and envision how the project will look to pedestrians.

Director Ramsey encouraged incorporation of a sustained maintenance agreement of 5-10 years into the contract documents.

Mayor Lyman asked Mr. Abdullah to describe the maintenance program in more detail and asked whether the public or businesses would be allowed to use the concession area and kitchen as a community resource for teaching and production.

Councilmember Bridges asked for clarification regarding the location and availability of restrooms for tennis court users.

Mayor Pro Tem Abelson asked for more clarification regarding use of the kitchen facility and whether it could be used for fundraising events.

Bruce Harter, Ph.D, WCCUSD Superintendent, stated that the community will have full use of the kitchen area just like all of the other high schools.

Future Portola Middle School located at Castro Elementary Campus

Mr. Hibser provided an overview of the future campus.

Director Ramsey asked for an explanation of the public noticing plan and how the residents can file any construction related concerns or complaints with the District and also asked that the public be informed about the construction timeline, process and administration.

Councilmember Benassini confirmed access points to Castro Park during construction.

Mayor Pro Tem Abelson asked about wheelchair access at the Portola site.

Mr. Abdullah identified www.wccusd\bondprogram.com as the public outreach website containing project updates. Mr. Abdullah provided a summary of renovation projects that have recently been completed or that are planned such as Harding Elementary School restrooms and waterproofing. Mr. Abdullah stated that the bond program has contributed \$285,631,200 to El Cerrito schools however this amount does not include the high school stadium or the new Fairmont campus.

Director Ramsey added that plans for Cameron School are underway and have not been ignored.

Steve Collins, Special Education Local Plan Area (SELPA) Director, explained that he represented a single district with a specialized local plan area. Mr. Collins updated the Council and Board on special education needs at Cameron School, an early intervention center, including expansion of the building.

D. Report from Portola Disposition Subcommittee

Councilmember Benassini stated that the subcommittee is comprised of Mayor Lyman, herself and Directors Ramsey and Groves. Councilmember Benassini said the subcommittee is discussing the future temporary Portola Middle School campus that will be vacated by the School District once the Fairmont Elementary School kids are moved into their new building in approximately 2018. The Subcommittee met on April 29, 2013 to discuss the sloped part of the campus where demolition has taken place and future uses of the site, including a long term lease of the site by the City. The Subcommittee also discussed use of the lower site where the Portola Middle School is today including the plan to move the schools and children in the future.

Mayor Lyman said that public comment will be incorporated into the decision making process and that the final decision on future uses will determine what type of fundraising is needed.

4. ORAL COMMUNICATIONS FROM THE PUBLIC

Al Miller, El Cerrito, expressed how important it is for the two governing bodies to meet together and noted that both bodies are responsible to the same electorate. Mr. Miller also described how the El Cerrito High School site had been used historically and stressed the importance of having public access to the new facilities since the public paid for them through bond measures.

Robert Studdiford, El Cerrito, expressed his views and offered ideas regarding use of and access to the old Portola site and explained how open space benefits everyone in the community.

Tom Panas, El Cerrito, thanked the City and Board for the presentations this evening. Mr. Panas stated that a very large mosaic across from the office at Fairmont School is a treasured resource that is more than fifty years old and asked how it will be integrated into the new campus.

Dr. Harter stated that the District and the City had been meeting and said that both entities had come to a mutual agreement on how they will work together. Dr. Harter stated he was delighted to report about progress being made to make facilities available not only to groups but also individuals.

5. COMMENTS AND POSSIBLE DIRECTION FROM BOARD DIRECTORS AND CITY COUNCIL MEMBERS

Councilmember Friedman said he was encouraged by the history of collaboration between the School District and the City and that he was excited to see the plans for the new and renovated facilities. Councilmember Friedman also emphasized the need to make facilities available for use by the public whenever feasible.

Director Enos emphasized the need to continue to work together toward what students need.

Councilmember Bridges noted that it was helpful to receive an update on all the projects and thanked the speakers for their comments regarding the joint use agreement and described public comments about the history and difficulties of field users that the City's Park and Recreation Commission has received.

Councilmember Benassini echoed the need for a joint use agreement that will allow non-student athletes to value the playfields as much as student athletes and thanked the School District for reporting on all of the programs going on at the schools.

Director Groves thanked President Kronenberg and Mayor Pro Tem Abelson for bringing the Intern Stars program to life and said he is looking forward to seeing the program grow.

Mayor Pro Tem Abelson thanked everyone for the session and expressed appreciation for the opportunity to work together and thanked Director Ramsey in particular for requesting the joint meeting. The joint meeting provides an opportunity to work together in a constructive way.

Director Ramsey thanked everyone and stressed the importance of transparency and information sharing. Director Ramsey pointed out that the School Board will be voting to re-institute an elementary music program in El Cerrito through the theater school concept at its next meeting and also noted that El Cerrito had one of the largest parcel tax renewal and bond measure passage rates. Athletics will keep going, counseling services will continue and libraries will remain open. The Ivy League Connection is still vibrant. Director Ramsey congratulated and thanked voters in El Cerrito for all of their support.

Mayor Lyman thanked the Board for meeting with the City Council and stressed the importance of dialogue. Mayor Lyman emphasized the interrelationship between the two jurisdictions and thanked the School District on its follow through on the bond measures. Mayor Lyman stated that he looks forward to continuing a strong and growing relationship. He also thanked the School District for its continued support of school resource officers and the Morehouse Project and for creating a safe environment for youth.

President Kronenberg mentioned the District's strategic plan process and reported that there will be meeting in Pinole tomorrow and Kennedy on May 11. More information is posted at wccusd.net.

The public can provide input by attending meetings, by sending an email directly to any of the school board directors or Dr. Harter or by clicking on a strategic plan link located on the District's website. President Kronenberg noted that El Cerrito is a city that wants to see the success of its schools and promised that the strategic plan will be adhered to.

SUPPLEMENTAL REPORTS AND COMMUNICATIONS

Item No. 3(A) Description of New El Cerrito High School/City of El Cerrito Internship Program

1. Powerpoint presentation – *Submitted by Sukari Beshears, Human Resources Manager*

Item No. 3(B) Update on Writer Coach Connection

2. Writer Coach Connection in El Cerrito – *Submitted by Robert Menzimer, Executive Director.*

Item No. 3(C) Update on Bond Program in El Cerrito

3. Community Update on Portola Middle School at Castro Project – *Submitted by Magdy Abdallah, West Contra Costa Unified School District.*
4. Powerpoint presentation – *Submitted by Bruce Harter, Superintendent, West Contra Costa Unified School District.*
5. Comments on Fairmont School Mosaic – *Submitted by Tom Panas, El Cerrito.*

6. ADJOURNED JOINT CITY COUNCIL/WCCUSD BOARD OF EDUCATION MEETING at 8:41 p.m.

THIS IS TO CERTIFY that the foregoing is a true and correct copy of the minutes of the Special Joint El Cerrito City Council – West Contra Costa Unified School District Board Of Education Meeting of May 7, 2013 as approved by the El Cerrito City Council.

Cheryl Morse, City Clerk

Gregory B. Lyman, Mayor

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

Agenda Item B.6

May 15, 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 6:34 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, Madeline Kronenberg, Elaine Merriweather, Charles Ramsey. Todd Groves arrived at 6:50 PM.

Staff Present: Magdy Abdalla, Engineering Officer; Steve Collins, SELPA Director; Martin Coyne, Executive Director Bond Finance; Sheri Gamba, Associate Superintendent for Business Services; Wendell Greer, Associate Superintendent K-Adult Schools; Bruce Harter, Superintendent; Debbie Haynie, Executive Secretary; Keith Holtslander, Director of Facilities; Reyna Ortiz de Touriel, Interpreter; Joe Mayes, Maintenance Manager; Ken McDaniel, Maintenance Supervisor; Cecilia Mendoza, Executive Director K-12; Nia Rashidchi, Assistant Superintendent, Education Services; Vince Rhea, Gompers High School Principal; Katie VonHusen, Coordinator State & Federal Programs; Ken Whittemore, Assistant Superintendent Human Resources

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

Mr. Taea Austin Tauanuu provided a report of activities at Gateway High School.

B.5 Report/Ratification of Closed Session

Superintendent Harter asked the Board to ratify action taken in Closed Session to appoint assistant principals for the Extended Learning Summer School program:

Summerlyn Sigler at Juan Crespi Middle High School
Guthrie Fleischman at Kennedy High School
Kibby Kleiman at Richmond High School

MOTION: Mr. Ramsey moved approval of the action taken in Closed Session to appoint assistant principals to the Extended Learning Summer School program. Mr. Enos seconded. Mr. Enos, Mr. Ramsey, Ms. Merriweather, and President Kronenberg voted yes, with no abstentions and Mr. Groves absent. Motion carried 4-0-0-1.

B.6 Agenda Review and Adoption

MOTION: Mr. Ramsey recommended moving items F.4 and D. 3 up on the agenda and moved approval of the agenda with those changes. Mr. Enos seconded. Mr. Enos, Ms. Merriweather, Mr. Ramsey, Student Representative Taea Austin Tauanuu (advisory vote only), and President Kronenberg voted yes, with no abstentions and Mr. Groves absent. Motion carried 4-0-0-1.

B.7 Minutes: April 24, 2013; May 1, 2013

MOTION: Mr. Ramsey moved approval of the Minutes of April 24, 2013 and May 1, 2013. Mr. Enos seconded. Mr. Enos, Ms. Merriweather, Mr. Ramsey, Student Representative Taea Austin Tauanuu (advisory vote only), and President Kronenberg voted yes, with no abstentions and Mr. Groves absent. Motion carried 4-0-0-1.

C. BUSINESS ITEMS

C.1 Grants/Awards/Agreements

C.2 Acceptance of Donations

C.3 Approval of Fund-Raising Activities

C.4 Contracted Services

Mr. Ramsey asked for clarification regarding the KNN contract approval. Ms. Gamba clarified that the dates of service should be amended to reflect 3/1/2013 to 6/3/2013.

C.5 Summary of Payroll and Vendor Warrant Reports

C.6 Community Budget Advisory Committee (CBAC Report)

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

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

C.9 Revised Board Policy

C.10 Ratification and Approval of Engineering Services Contracts

C.11 Ratification and Approval of Negotiated Change Orders

C.12 Ratification of Staff Awarded Contracts (CUPCCAA)

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

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

C.15 Contra Costa County School Boards Association Representative

C.16 Organizational Change / Job Description

MOTION: Mr. Ramsey moved approval of Consent Items C.1 – C.16. Ms. Merriweather seconded. Mr. Enos, Ms. Merriweather, Mr. Ramsey, Student Representative Taeao Austin Tauanuu (advisory vote only), and President Kronenberg voted yes, with no abstentions and Mr. Groves absent. Motion carried 4-0-0-1.

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

Mr. Greer gave an over view of the staff recommendation to relocate the school with the Contra Costa County Office of Education providing services. Superintendent Harter provided expulsion statistics over the past six years. The change in climate at schools has resulted in a significant reduction in expulsions and the need for the Community Day Program. He reported that prior to the District's Community Day program, the County Office of Education provided these services for students.

Public Comment:

Cecilia Terrazs, Andrew Purdy, Diane Webb

Mr. Groves arrived at meeting at 6:50 PM.

Board Comment:

Mr. Ramsey asked the District's legal counsel, Attorney David Soldani, for his clarification regarding attorneys handling the lawsuit with on behalf of plaintiffs. Diane Webb shared that the ACLU, the Lawyers' Committee for Civil Rights, and Morgan Lewis were the three legal groups involved. Mr. Soldani provided clarification and concurred with the staff recommendation on economic grounds.

Ms. Merriweather said she agreed with the staff recommendation and affirmed that the County can best serve these students.

President Kronenberg underscored Ms. Merriweather's point, that the County is an excellent provider of services. The District has been successful to keep expulsions at an absolute minimum.

MOTION: Mr. Ramsey moved approval of the Proposal to Relocate West Contra Costa Unified School District Community Day Program. Mr. Enos seconded. A roll call vote was taken with Mr. Enos, Mr. Groves, Ms. Merriweather, Mr. Ramsey, Student Representative Taeao Austin Tauanuu (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 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

Gompers Principal Vince Rhea provided background and recognized the many people involved in this program. He introduced chaperones and students for their respective programs.

Public Comment:

None

Board Comment:

Mr. Ramsey introduced the following Ivy League Connection alumni: Andrew Gonzalez, attending Brown University, Austin Long attending Yale University, Yohanna Pepa at Yale University, and Christina Pelayo, University of Pennsylvania. They provided reflections on their ILC involvement and the positive impact on their college experiences.

Mr. Rhea recognized the benefactors who have financially supported the program. Funders Mr. Reginald Terrell and Mr. Jeff Baratta provided remarks.

Board Comment:

Mr. Ramsey spoke of the success of the program because of the funders' generosity. He thanked the benefactors for supporting this program for students, chaperones, and college visits. He said this is the eighth year of the program.

Mr. Enos charged the students upon their return to work with him to encourage Kennedy High School student participation. He offered congratulations for their hard work and efforts.

Ms. Merriweather offered congratulations and commended the program. She encouraged the students by saying they have already proven themselves to be successful. She thanked the chaperones for giving up a portion of their summer to devote to students.

Mr. Groves said the students' hard work is paying off and they have made a great accomplishment. He commended the ILC for making opportunities possible that many families could never offer to their children.

Mr. Don Gosney gave closing remarks about the role of giving back to the community.

President Kronenberg reflected that this program is run by volunteers and the efforts of District staff. She gave the breakdown of this year's 38 students; 12 from El Cerrito High, 9 from Pinole Valley High, 8 from Hercules Middle High, 5 from DeAnza High, and 4 from Middle College High School. She encouraged them to return to their home high schools and create Ivy League Connection clubs to promote the vehicle to give back to the community.

A brief recess taken at this time.

D.2 WCCUSD Common Core Standards Project Plan Update

Ms. VonHusen provided an update on the Common Core project plan and areas of instructional focus. She provided information about the work being done by school sites as well as by central office staff.

Public Comment:

None

Board Comment:

Mr. Ramsey commented on the initial implementation stage and getting technology department in alignment.

Ms. Merriweather had questions regarding the Governor's budget for start up funds for Common Core. Ms. Gamba replied that if passed by legislature she estimated the funds will be represented as 2012-2013 carry over funds. Ms. Gamba was hopeful that this will be startup funding for these kinds of initiatives.

Mr. Groves said he saw the task force recommendations moving forward into action. He asked about feedback from staff. Ms. Rashidchi responded with information and areas of focus as well as opportunity to critique the process by mid June. Ms. Rashidchi reported that central office staff will catalog the data and look for trends for professional learning communities opportunity for sharing best practices as well as where additional support may be needed. Mr.

Groves asked how the District will keep a pulse on teachers' level of engagement and feeling of being supported. Ms. Rashidchi spoke about the reality of this implementation taking about 4-5 years for full transition for use of the standards on a daily basis at a rigorous level.

President Kronenberg spoke about the collaboration opportunity for teachers to be sure they understand the interactive systems.

MOTION: Mr. Ramsey motioned to move item F.1 up on the agenda. Mr. Enos seconded. Mr. Enos, Mr. Groves, Ms. Merriweather, Mr. Ramsey, Student Representative Taeao Austin Tauanuu (advisory vote only), and President Kronenberg voted yes, with no abstentions and no absences. Motion carried 5-0-0-0.

Student Representative Taeao Austin Tauanuu left the meeting for the evening.

F.1 Restoration of Elementary Instrumental Music

Superintendent Harter gave background regarding the recommendation to phase the elementary music program back into 18 elementary schools.

Public Comment:

Julie Maier, Cecilia Distefano

Board Comment:

Ms. Merriweather spoke about the importance of music to elementary students and its effect on complex reasoning skills for children. She spoke of the turn around and that the District is beginning to bring things programs that were previously cut due to budget constraints. She reflected that it was painful to make the cuts over the past years and is glad to see things moving in a positive direction.

MOTION: Mr. Ramsey moved approval of Restoration of Elementary Instrumental Music. Mr. Enos seconded. A roll call vote was taken with 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.

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

This item was moved to follow item F.3.

D.4 Standing Reports

College and Career Readiness Academies. Mr. Greer announced the upcoming May 21st Academy Awards for Linked Learning showcasing high school students initiatives.

Citizens Budget Advisory Committee. Ms. Gamba reported that committee members will attend next week's Governor's budget workshop. This will be opportunity for members to get information from professionals analysts.

Facilities Subcommittee. Mr. Ramsey reported on the recent meeting about the relocation of the Facilities Operations Center to larger site as it has outgrown the current location. He also said the committee reviewed the reconstruction projects Wilson, and Stege Elementary Schools, the Richmond College Prep campus and the closure of 11th street for additional campus space. He spoke about scheduled Maintenance and Operations projects. President Kronenberg asked for a report at an upcoming facilities committee meeting to clarify maintenance projects from bond projects.

Safety Committee. Ms. Merriweather reported on the Kaiser and SPARK presentations made at the last meeting. She said the Strategic Planning Committee also attended the meeting and spoke with members. Mr. Enos spoke about the strategic planning and specific difficulties to handle the process. Ms. Merriweather concluded by saying the next meeting will be held in September 2013.

Technology Committee. Mr. Greer reported that at the next meeting the committee will review the District's technology plan and the job description of the new Chief Technology Officer. President Kronenberg suggested that County Office of Education's technology officer should be seated on the District's committee.

Youth Commission. Mr. Groves reported on the recent meeting where the group met with strategic planning consultants and what issues high schools face. He reported on the Global Youth Service program at Richmond Convention Center to be held on May 16.

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
Kristen Pursley, Catherine Collen

F. ACTION ITEMS

F.1 Restoration of Elementary Instrumental Music
This item was moved to follow item D.2.

F.2 Public Hearing and Adoption of Initial Bargaining Proposal from the Public Employees, Local One to West Contra Costa Unified School District
Mr. Whittemore spoke on the initial proposal from Local One to the District. Once the public hearing is held and the item approved by the Board, negotiations can proceed.

President Kronenberg opened the public hearing.

Public Comment:
None

President Kronenberg closed the public hearing.

Board Comment:
None

MOTION: Mr. Ramsey moved approval of the Adoption of Initial Bargaining Proposal from the Public Employees, Local One to West Contra Costa Unified School District. 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.3 Public Hearing and Adoption of Initial Bargaining Proposal from the West Contra Costa Unified School District to the Public Employees, Local One
Superintendent Harter asked the Board to hold a public hearing and approve the item in order for negotiations to proceed.

President Kronenberg opened the public hearing.

Public Comment:
None

President Kronenberg closed the public hearing.

Board Comment:
None

MOTION: Mr. Ramsey moved approval of Adoption of Initial Bargaining Proposal from the West Contra Costa Unified School District to the Public Employees, Local One. 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.

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

Superintendent Harter introduced Dave Olson of KNN Public Finance who offered a presentation on bond refunding strategy. Also available for comment were Scott Henry of E. J. De La Rosa Investment Bankers, Jeff Baratta of Piper Jaffery & Company, and Martin Coyne, Executive Director Bond Finance. Discussion included key elements to emphasize regarding the refunding of general obligation bonds.

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

This item was moved to follow Consent Items.

G. DISCUSSION ITEMS

None

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

None

I. COMMENTS OF THE BOARD OF EDUCATION AND SUPERINTENDENT

Mr. Enos spoke about the meeting including great opportunities for students and ending with opportunity to benefit students.

Ms. Merriweather wished all Seniors a good graduation. She remarked that Mr. Ramsey and Mr. Groves both had daughters graduating from high school this year.

Mr. Groves said he was late to the meeting as he was advocating for Local Control Funding Formula. He urged people to contact legislatures and being a voice.

Mr. Ramsey spoke about the difficult opposition as compared to some affluent districts with parcel tax programs. He also commented on the historic vote regarding debt limit waiver by State Board of Education. He expressed appreciation of the teacher/union partnership and community entities that supported the waiver.

President Kronenberg spoke about the tremendous effort put forward on behalf of the District's debt limit waiver. She also spoke about Governor Brown's efforts to support to support education and challenged districts with the Local Control Funding Formula.

Mr. Ramsey asked what would happen around deficits if the Local Control Funding came through this year. Ms. Gamba responded that the funds could not be budgeted until the state budget is signed.

J. THE NEXT SCHEDULED BOARD OF EDUCATION MEETING

Lovonya DeJean Middle School – June 12, 2013

K. ADJOURNMENT

President Kronenberg adjourned the meeting at 10:53 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: June 12, 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 June 12, 2013.

Recommendation: Recommend Approval

Fiscal Impact: As noted per grants summary

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

GRANT / AWARD / AGREEMENT NOTIFICATIONS

Project Name	Project Amount for Budget Period	Funding Agency	Comments
Mathematics Coaching Consortium (MCC)	\$16,000	San Leandro Unified School District (SLUSD)	Six mathematics professional development workshops three to Grades K-2 and three for Grades
Resource 9630	2/13/13 - 4/30/13		
Mathematics Coaching Consortium (MCC)	\$10,000	Education for Change (EFC)	Three EFC Coaches will participate in mathematics coaching professional development
Resource 9630	7/1/12 - 6/30/13		
California Health Science Capacity Building Project	\$27,500	California Department of Education - Career and College Transition Division	Health Science Capacity Building Project at Pinole Valley High School
Resource # 6378	7/1/13 - 6/30/14		PCA # 24961-01

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

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education

Meeting Date: June 12, 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 June 12, 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
June 12, 2013 Board Meeting

<u>Donor Name</u>	<u>Description or Purpose</u>	<u>Estimated Value</u>	<u>Receiving School or Department</u>
PG & E Corporation	Supplies	\$75.00	Collins Elementary
Wells Fargo Foundation Educational Matching Gift Program	Office & Classroom Supplies	\$1,500.00	Harding Elementary
Wells Fargo Foundation Educational Matching Gift Program	Supplies	\$5.00	Hercules Middle High
AT & T United Way	Supplies	\$10.20	Hercules Middle High
AT & T United Way	Supplies	\$13.60	Hercules Middle High
Chevron Humankind Matching Gift Program	Supplies	\$100.00	Hercules Middle High
Mr. & Mrs. McMillion	Forensics	\$100.00	Pinole Valley High
Mr. Wayne Eisen	Forensics	\$100.00	Pinole Valley High
Ms. Emma Lou Ward	Forensics	\$100.00	Pinole Valley High
Save Mart Supermarket	Supplies	\$55.44	Portola Middle
Box Top for Education	Supplies	\$50.20	Portola Middle
Mr. Lawrence Crooks	Supplies	\$1,000.00	Portola Middle
Mr. Robert Thompson	Supplies	\$350.00	State Pre-School

*Estimated values for the non-cash donations are provided by the donor
Donation Précis 61213

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: June 12, 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 June 12, 2013.

Recommendation: Recommend Approval

Fiscal Impact: Additional revenue for schools

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

West Contra Costa Unified School District
June 12, 2013 Board Meeting

APPROVAL OF FUND-RAISERS


<u>School</u>	<u>Fund-Raising Activity</u>	<u>Activity Sponsor</u>
El Cerrito High School	Restaurant Night - Panda Express	ECHS Class of 2016

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: June 12, 2013

From: Sheri Gamba 
Associate Superintendent Business Services

Agenda Item: CI C.4

Subject: Summary of Payroll and Vendor Warrant Reports

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

Total of payroll warrants (May 2013): \$ 9,275,906

Total of vendor warrants (May 2013): \$ 19,430,042

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 : May 2013

Payrolls	Warrant From	Numbers To	Total Warrants Current	Total Warrants Previous	Total Warrants To Date
Variable	664041	665027	531,283	5,334,536	5,865,819
Regular	665028	665628	1,343,198	13,823,973	15,167,171
Special				19,167	19,167
Variable EFT	385496	387093	813,119	8,523,840	9,336,959
Regular EFT	387094	389430	6,570,211	59,670,974	66,241,185
Special EFT				0	0
Typed	297665	297675	25,323	157,446	182,769
BENEFITS				0	0
Cancelled	Various	Various	(7,228)	(56,074)	(63,302)
Totals			9,275,906	87,473,862	96,749,768

Salary detail is available in the Payroll office upon request.


Linda Castellan Payroll Supervisor

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

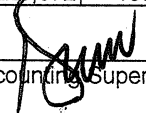
PAYMENT

DATE: May 7, 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	465038	465312	4,220,891	76,431,918	80,652,809
7706	CAFETERIA	465061	465295	294,991	4,912,879	5,207,870
7707	CHILD DEVELOPMENT	465270	465270	66	63,455	63,521
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY				419,501	419,501
7710	BUILDING	465045	465314	2,162,303	54,854,390	57,016,693
7711	CAPITAL FACILITIES				353,558	353,558
7712	SELF INSURANCE PROPERTY & LIABILITY	465120	465270	40,759	1,550,145	1,590,904
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	465071	465244	3,949	239,804	243,753
7770	ADULT EDUCATION	465059	465277	4,598	180,923	185,521
7785	DEFERRED MAINTENANCE				36,000	36,000
7790	BOND INTEREST & REDEMPTN				0	0
7701	PAYROLL REVOLVING				38,177,499	38,177,499
	TOTALS			6,727,557	177,220,072	183,947,629


Prepared By


Accounting Supervisor

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

PAYMENT

DATE: May 14, 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	465336	465624	1,060,637	80,652,809	81,713,446
7706	CAFETERIA	465353	465611	220,683	5,207,870	5,428,553
7707	CHILD DEVELOPMENT	465373	465604	505	63,521	64,026
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY	465591	465591	15,033	419,501	434,534
7710	BUILDING	465343	465622	209,196	57,016,693	57,225,889
7711	CAPITAL FACILITIES	465526	465526	1,080	353,558	354,638
7712	SELF INSURANCE PROPERTY & LIABILITY	465561	465561	30,115	1,590,904	1,621,019
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				243,753	243,753
7770	ADULT EDUCATION	465344	465615	6,378	185,521	191,899
7785	DEFERRED MAINTENANCE				36,000	36,000
7790	BOND INTEREST & REDEMPTN				0	0
7701	PAYROLL REVOLVING				38,177,499	38,177,499
	TOTALS			1,543,627	183,947,629	185,491,256

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

PAYMENT

DATE: May 21, 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	465625	465880	1,266,439	81,713,446	82,979,885
7706	CAFETERIA	465649	465874	26,576	5,428,553	5,455,129
7707	CHILD DEVELOPMENT	465824	465824	335	64,026	64,361
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY	465704	465704	770	434,534	435,304
7710	BUILDING	465628	465877	1,526,494	57,225,889	58,752,383
7711	CAPITAL FACILITIES	465761	465784	51,174	354,638	405,812
7712	SELF INSURANCE PROPERTY & LIABILITY	465713	465872	29,619	1,621,019	1,650,638
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				243,753	243,753
7770	ADULT EDUCATION	465679	465860	1,043	191,899	192,942
7785	DEFERRED MAINTENANCE				36,000	36,000
7790	BOND INTEREST & REDEMPTN				0	0
7701	PAYROLL REVOLVING				38,177,499	38,177,499
	TOTALS			2,902,450	185,491,256	188,393,706

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

PAYMENT

DATE: May 29, 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	465882	466193	1,112,063	82,979,885	84,091,948
7706	CAFETERIA	465895	466170	213,474	5,455,129	5,668,603
7707	CHILD DEVELOPMENT	465924	466076	3,244	64,361	67,605
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY	466111	466111	1,109	435,304	436,413
7710	BUILDING	465881	466190	1,509,152	58,752,383	60,261,535
7711	CAPITAL FACILITIES				405,812	405,812
7712	SELF INSURANCE PROPERTY & LIABILITY				1,650,638	1,650,638
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				243,753	243,753
7770	ADULT EDUCATION	465894	466181	7,530	192,942	200,472
7785	DEFERRED MAINTENANCE				36,000	36,000
7790	BOND INTEREST & REDEMPTN				0	0
7701	PAYROLL REVOLVING				38,177,499	38,177,499
	TOTALS			2,846,572	188,393,706	191,240,278

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

PAYMENT

DATE: May 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				84,091,948	84,091,948
7706	CAFETERIA				5,668,603	5,668,603
7707	CHILD DEVELOPMENT				67,605	67,605
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY				436,413	436,413
7710	BUILDING				60,261,535	60,261,535
7711	CAPITAL FACILITIES				405,812	405,812
7712	SELF INSURANCE PROPERTY & LIABILITY				1,650,638	1,650,638
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				243,753	243,753
7770	ADULT EDUCATION				200,472	200,472
7785	DEFERRED MAINTENANCE				36,000	36,000
7790	BOND INTEREST & REDEMPTN				0	0
7701	PAYROLL REVOLVING	465315	465335	929,619	38,177,499	39,107,118
	TOTALS			929,619	191,240,278	192,169,897

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

PAYMENT

PAGE-6

DATE: May 31, 2013


FUND#	FUND DESCRIPTION	WARRANT FROM	NUMBERS TO	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL				84,091,948	84,091,948
7706	CAFETERIA				5,668,603	5,668,603
7707	CHILD DEVELOPMENT				67,605	67,605
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY				436,413	436,413
7710	BUILDING				60,261,535	60,261,535
7711	CAPITAL FACILITIES				405,812	405,812
7712	SELF INSURANCE PROPERTY & LIABILITY				1,650,638	1,650,638
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				243,753	243,753
7770	ADULT EDUCATION				200,472	200,472
7785	DEFERRED MAINTENANCE				36,000	36,000
7790	BOND INTEREST & REDEMPTN				0	0
7701	PAYROLL REVOLVING	466194	466254	4,480,217	39,107,118	43,587,335
	TOTALS			4,480,217	192,169,897	196,650,114

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: June 12, 2013

From: Sheri Gamba 
Associate Superintendent Business Services

Agenda Item: CI c.5

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 June 12, 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
June 12, 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	Atkinson, Andelson, Loya, Rudd & Romo R42716	\$100,000 General Fund	Increase existing \$250,000 contract to cover additional legal expenses for the 2012/13 school year
Curriculum- Federal Project	7/1/13 Thru 6/30/14	YMCA of the East Bay	\$190,000 S3 Grant	The YMCA of the Eastbay will provide oversight of the S3 Grant (Safe and Supportive Schools Grant). The YMCA will provide administrative support, full time coordination, and a wellness counselor to implement the CDE approved work plan. Oversight will include; mentoring program, tutoring program, tutoring program, academic and youth support program which will target incoming 9 th graders, college/career, awareness, community service projects and conflict mediation/violence prevention programs.
Curriculum- Federal Project	2/15/13 Thru 6/30/13	YMCA of the East Bay R41048	\$41,144 S3 Grant	Increase existing \$120,000 contract to provide additional services to the S3 program at Kennedy High School as needed to fulfill the requirements of the CDE approved work plan, the YMCA of the Eastbay will continue to provide oversight of the program. Additional services include but are not limited to resources for a new support program, additional training and resources for conflict mediation, implementation of community service projects, incentives for students and teachers and resources to increase college awareness programs.

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

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education

Meeting Date: June 12, 2013

From: Sheri Gamba
Associate Superintendent Business Services

Agenda Item: CI 6 C.6

Subject: Notification of Claim Rejected

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

Recommendation: Ratify the rejection of claims

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

West Contra Costa Unified School District
June 12, 2013

2012-2013 CLAIMS REJECTED

<u>School or Department</u>	<u>Date of Occurrence</u>	<u>Claimant</u>	<u>Type of Loss</u>	<u>Disposition of Settlement</u>
Ellerhorst	1/3/13	District Student	Personal Injury	Rejected
Richmond High School	3/7/13	Insurance Company	Property Loss	Rejected

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

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education

Meeting Date: June 12, 2013

From: Steve Collins
SELPA Director

Agenda Item: CI C.7

Subject: Community Advisory Committee (CAC) for Special Education

Background Information:

The Community Advisory Committee (CAC) for Special Education is a state mandated parent/community advisory group. The members are composed of special education parents, members of the community, teachers and other staff members who are interested in participating. The CAC advises the special education department and reviews the Special Education Local Plan.

The CAC By-Laws stipulate that "The CAC shall submit names of nominees to the Superintendent for approval. Formal appointment shall be made by the School Board" (CAC By-Laws, November, 2002).

The nominees listed on the attachment are to serve as members of the CAC Membership for 2012-14. Also included, are the current members who are serving from 2013-15.

Recommendation: Board Approval

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

CAC MEMBERSHIP FOR 2012-14

<u>Name</u>	<u>Address</u>	<u>End of Term</u>
2012-14		
Bishop, Jeanine (Parent)	370 Ocean View Avenue, Kensington, CA 94707	2014
Costa, Victor (Parent)	2611 Lucas Avenue, Pinole, CA 94564	2014
Cleberg, Kathy (Parent)	2680 Alhambra Way, Pinole, CA 94564	2014
Rouse, Nancie (Retired staff)	598 Rincon, El Sobrante, CA 94803	2014
Tucker, Hope (Parent)	1050 Bayview Farm Road #115, Pinole, CA 94564	2014

PROPOSED CAC MEMBERSHIP FOR 2013- 15


<u>Name</u>	<u>Address</u>	<u>End of Term</u>
2013-15		
Albeno, Patricia (Parent)	5311 Ridgeview Circle #10, El Sobrante, CA 94803	2015
Ayyad, Fayza (Parent)	2650 Tamalpais Ave., El Cerrito, CA 94530	2015
Bluntach, Belinda (Parent)	1020 Canterbury, Hercules, CA 94547	2015
Curry, Michael (Parent)	2111 San Mateo St., Richmond, CA 94804	2015
Lambert, Jeannette (Parent)	3001 Estates Ave., Pinole, CA 94564	2015
Mooney, Elizabeth (Staff)	432 Oak Manor, Fairfax, CA 94930	2015
McGadney, Jerome (Parent)	1535 Benton St #1, Alameda, CA 94501	2015
Rutford, Brian (Community)	436 Parr Blvd., Richmond, CA 94801	2015
Steiner, Lisa (Parent)	3960 Charles Ave., El Sobrante, CA 94803	2015
Storer, Danielle (Parent)	736 Ashbury Ave., El Cerrito, CA 94530	2015

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: June 12, 2013

From: Kenneth L. Whittemore, 
Assistant Superintendent Human Resources

Agenda Item: CI C.8

Subject: Certificated Board Authorization - Education Code 44328

Background Information: Ed Code 44328. (a) Unless the commission determines that substantial evidence exists that a person is unqualified to teach, upon the completion of successful service as a district intern pursuant to subdivision (b) of Section 44325, and upon the recommendation of the school district governing board, the commission shall award preliminary credentials to district interns in the same manner as applicants recommended for credentials by institutions that operate approved programs of professional preparation.

Recommendation: Recommend Approval

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

June 12, 2013

Preliminary Single Subject Credential

Fortune School of Education

NAME

SITE

ASSIGNMENT

Blake Crowley

Helms Middle School

Physical 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:** June 12, 2013
From: Kenneth L. Whittemore, **Agenda Item:** CI C.9
Assistant Superintendent Human Resources
Subject: Acceptance of Contracts for Placement of Student Teachers

Background Information:

Teachers in this district provide supervision and evaluation for student teachers seeking credentials to teach in California public school classrooms. These arrangements are made between the institution of higher education and the individual classroom teacher.

Staff requests approval from the Board of Education to accept Contracts for Placement of Student Teachers as detailed on the attached sheet dated June 12, 2013.

Recommendation: Recommended Approval.

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

West Contra Costa Unified School District
June 12, 2013

ACCEPTANCE OF CONTRACTS FOR PLACEMENT OF STUDENT TEACHERS

The following institution of higher education has submitted an agreement with West Contra Costa Unified School District. This institution intends to place student teachers in the West Contra Costa Unified School District schools.

Touro University – Clinical Experience and Practice Teaching Agreement

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: June 12, 2013

From: Kenneth L. Whittemore,
Assistant Superintendent Human Resources

Agenda Item: CI C.10

Subject: Approve the following revised job description:

Coordinator, Disaster Preparedness and Safety

Background Information:

This job description is being modified to include the full range of duties currently performed in this classification. The District and School Supervisors Association had the required meetings on this and reached an agreement on the attached job description.

Recommendation: Recommend Approval

Fiscal Impact: Modifications to the job description causes no change to fiscal impact

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

COORDINATOR, DISASTER PREPAREDNESS AND SAFETY

PRIMARY FUNCTIONS:

Responsible for developing and implementing a comprehensive disaster preparedness and safety program for the district; collaborate with centralized district staff, school sites and external disaster preparedness organizations and government agencies to coordinate training, exercises and responses; and perform related duties as assigned.

MAJOR DUTIES AND RESPONSIBILITIES:

1. Plan, implement, and coordinate district-wide disaster preparedness programs, policies trainings and procedures including: operational readiness, response plans, curriculum, capabilities and recovery operations.
2. Collaborate with site and district leadership personnel to modify and maintain site-specific actions plans and setting standards and goals for safety objectives and goals for all school sites and district facilities.
3. Coordinate inter-agency collaboration and trainings with various County departments, police and fire departments and other first-responders.
4. Provide advice and technical guidance regarding special conditions and operating requirements that would be imposed in the event of a catastrophic event or other disaster.
5. Administer and coordinate emergency preparedness training and public information programs.
6. Organize and facilitate emergency readiness trainings for school and district staff, students, parents and first-responders from community agencies.
7. Coordinates with school administration, a review of educational delivery systems and information being delivered to students regarding safety topics. Recommends changes in safety related information being delivered to students.
8. Work with the district webmaster to maintain and update the secure emergency management website for use in crisis situations and disseminating information.
9. Prepare reports and presentations for the board of education, employees, first responders and other community agencies and stakeholders.
10. Complete required tasks and reports as they pertain to safety.

QUALIFICATIONS:

Knowledge of:

1. Organization and management principles.
2. Modern business practices and district authorized software to complete duties, tasks and responsibilities.
3. Effective oral and written communication skills.
4. Clear and effective communication techniques and technologies for a wide range of student and adult learners.

5. School safety issues and procedures, and applicable local and state laws and regulations.
6. Principles and practices of supervision and training.
7. Public speaking and instructional techniques.
8. School and district policies, rules and regulations.
9. Readiness and Emergency Management for Schools (REMS), Standardized Emergency Management System (SEMS), National Incident Management System (NIMS), National Response Framework (NRF) and other standard emergency and disaster preparedness protocols.
10. Local, State and Federal laws, codes, rules and regulations as they pertain to safety and disaster preparedness.

Ability to:

11. Work collaboratively with administrators, committees and employees to accomplish common goals and objectives.
12. Make recommendations to improve safety at school sites and throughout the district.
13. Assist in budget development for a district-wide program and monitor expenditures to operate within budget constraints.
14. Excellent communication skills, both oral and written.
15. Proficiency in use of MS Word, MS PowerPoint, MS Excel, MS Outlook
16. Motivate and train staff and to manage programs.
17. Work extended hours, including evening meetings.
18. Prepare, send, and receive various forms of documents, including e-mail, in Microsoft Word, Excel, Access, PowerPoint, etc.
19. Provide positive, persuasive instruction, correction, and encouragement.
20. Develop and maintain positive working relationships with school district staff, students, community, Federal, State and local agencies.
21. To improve the safety of our schools and community through grant opportunities, innovative ideas and monitoring district compliance with required laws, codes, rules and regulations.
22. Work independently with respect to sound decision making and problem solving.
23. Supervise and evaluate the performance of others.

EDUCATION AND EXPERIENCE:

Education:

- Bachelor's degree from an accredited college or university with an emphasis on safety, disaster preparedness or a closely related field.
- Multiple courses completed in safety and disaster preparedness offered through FEMA and other organizations.

Experience:

- Two (2) years related work experience with safety and emergency management.
- Two (2) years related work experience in a school district environment.
- Two (2) years related work experience managing a large scale, district-wide program.

Licenses or Certificates Needed:

- Possession of a valid California Driver's License. Candidates must provide (and maintain) official motor vehicle driving record, and proof of compliance with district safe driving standards. Failure to provide or to meet this requirement will result in disqualification regardless of any other qualification.
- Use of a personal automobile is required in the performance of the work.

PHYSICAL EFFORT / WORK ENVIRONMENT:**Environment:**

- Indoor / outdoor environment (i.e. offices, classrooms, auditoriums, etc.)
- Office setting with phones, computer work, customer contact, drop-ins and other communications.
- Variable hours, including evenings and weekends.

Physical Abilities:

Employees in this position must have/be able to:

- Observe safe lifting and carrying practices.
- Walk, climb, stand, stoop, lift and carry sufficient to perform tasks.
- Hear and understand speech at normal levels and on the telephone with/without assistive devices.
- See, hear and speak with/without assistive devices sufficient to communicate effectively with others.
- Bend at the waist.
- Reach overhead, above the shoulders and horizontally; grasp.
- Sit for extended periods of time with intermittent walking.
- Dexterity of hands and fingers to operate office equipment.

SALARY

Schedule: SSA – Management – 4B

Range: 15

Approved by the Human Resources Department _____

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: June 12, 2013

From: Kenneth L. Whittemore
Assistant Superintendent Human Resources

Agenda Item: CI C.11

Subject: Approve the following New Job Description

Energy Conservation Program Manager

Background Information:

This job classification is being created due to an inherent need for the district to monitor energy consumption and have a district professional be able to make recommendations to the district about becoming more efficient and effective regarding energy consumption. The District and School Supervisors Association had the required meetings on this and reached an agreement on the attached job description.

Recommendation: Recommend Approval

Fiscal Impact: \$147,253 including Salary and Benefits

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

ENERGY CONSERVATION PROGRAM MANAGER

PRIMARY FUNCTIONS:

Under direction, plan, coordinate, implement, monitor and direct the energy management program of the district including: monitoring energy consumption; developing systems and programs and measures of accountability; training and providing information to district employees and students; insuring compliance with the energy conservation program guidelines; implementing and enforcing related regulations; and performing related duties as assigned.

MAJOR DUTIES AND RESPONSIBILITIES:

- Develop, implement, monitor and enforce a plan and program to communicate and publicize energy conservation methods, techniques and applications to District employees and students through special meetings, site visits, bulletins and training workshops.
- Serve as district representative at management-level meetings, seminars and conferences relating to energy use and conservation.
- Advise, assist and make recommendations to the Executive Director of Maintenance and Operations on alternate energy sources, consumption and general energy conservation measures.
- Develop and maintain contact with federal, state and local agencies and monitor state and national energy policy trends.
- Provide input on contractual support activities (capital projects) related to energy management and the purchase of any products that affects energy consumption.
- Prepare energy requirement estimates and budget allotments for all district facilities and develop procedures for efficient utilization of energy sources.
- Maintain all energy and water consumption records and data.
- Report energy consumption regularly to principals, custodial and maintenance staff, district management and the Board of Trustees.
- Perform regular “walk-through” audits of all district facilities to ensure operating efficiency, optimum educational environment, and compliance with district’s energy policy; Report observed safety hazards and perform Indoor Air Quality (IAQ) tests as needed.
- Coordinate usage of facilities, locally or remotely, with associated Building Management Systems (BMS) and Energy Management Systems (EMS) to ensure proper space utilization consistent with energy conservation.
- Implement weekday, weekend, holiday, summer and recess period shutdown checklists for every building in the district.
- Organize meter readings by principals or custodians on same days as utility companies.
- Implement night setback program for every building on weeknights, weekends, holidays, summer and other recess periods.

- Ensure district is on proper utility rate schedule and is receiving correct billing.
- Ensure BMS/EMS system integrity, by monitoring User Access and User Activity.
- Ensure district participation in any rebate program offered.
- Coordinate, with the Executive Director of Maintenance, the installation, upgrades, and/or repairs of EMS.
- Manage the design and maintenance of the programming for computerized EMS to ensure operating efficiency; update programs as necessary.
- Work with the building and maintenance personnel on proper operation of the systems and equipment throughout the district.
- Attend all scheduled in-services on BMS/EMS.

QUALIFICATIONS:

Knowledge of:

- Objectives and organization of an energy management program.
- Communication techniques and technologies.
- Basic techniques of data analysis and report preparation.
- Office equipment, personal computer usage and programs and related training techniques
- Principles and practices of administration, supervision and training.
- Public speaking and instructional techniques.
- Computer programs related to BMS/EMS.

Ability to:

- Provide positive, persuasive instruction, correction, and encouragement.
- Communicate professionally, positively and effectively, orally and in writing, with all internal and external stakeholders for presentations, meetings, workshops, etc.
- Establish and maintain effective relationships and communicate positively with employees, students and the public from diverse backgrounds and cultures.
- Speak and write English to communicate clearly and effectively.
- To collect, interpret, and analyze complex technical data relating to EMS/BMS, consumption and efficiency for recommendations.
- Analyze energy and water consumption data.
- Independently complete a variety of specialized and complex tasks related to EMS/BMS, consumption and efficiency, which includes difficult mathematical calculations.
- Interpret, implement and apply local, state, and federal laws, codes and regulations related to BMS/EMS and conservation.
- Compile and prepare accurate statistical reports, studies, presentations and communications relating to consumption, conservation and efficiency.
- Prepare, send, and receive various forms of documents, including e-mail, in Microsoft Word, Excel, Access, PowerPoint, etc.

- Develop, revise and implement procedures, to improve and ensure energy consumption efficiency.
- Establish short term and long term plans while adjusting to changing priorities.
- Operate modern office equipment such as multi-line telephone, mobile phone, personal computer, laptop and related equipment.
- Ability to utilize computer software and various resources related to maintenance, custodial and energy programs.
- Supervise and evaluate the performance of others.
- Coordinate small and large scale programs on a district-wide basis.

EDUCATION AND EXPERIENCE:

Education:

- Bachelor degree in Environmental Studies, Energy Conservation and Efficiency; or closely related field.

Experience:

- Four (4) years independently managing a large scale energy conservation or environmental program.
- Four (4) years supervising and program oversight and responsibility.
- Demonstrated experience in training, instructing, supporting staff and presenting workshops.
- Demonstrated working knowledge with BMS/EMS and innovative conservation ideas.
- Demonstrated high level of customer service with internal and external stakeholders.

Licenses or Certificates Needed:

- Possession of a valid California Driver's License. Candidates must provide (and maintain) official motor vehicle driving record, and proof of compliance with district safe driving standards. Failure to provide or to meet this requirement will result in disqualification regardless of any other qualification.
- Use of a personal automobile is required in the performance of the work.

PHYSICAL EFFORT / WORK ENVIRONMENT:

Environment:

- Indoor / outdoor environment (i.e. offices, classrooms, auditoriums, school plant facilities, etc.)
- Office setting with phones, computer work, customer contact, drop-ins and other communications.
- Variable hours, including evenings and weekends.

Physical Abilities:

Employees in this position must have/be able to:

- Observe safe lifting and carrying practices.
- Walk, climb, stand, stoop, lift and carry sufficient to perform tasks.
- Hear and understand speech at normal levels and on the telephone with/without assistive devices.
- See, hear and speak with/without assistive devices sufficient to communicate effectively with others.
- Bend at the waist.
- Reach overhead, above the shoulders and horizontally; grasp.
- Sit for extended periods of time with intermittent walking.
- Dexterity of hands and fingers to operate office equipment and tools.
- Drive and travel to various work and school sites.
- Push, pull, or lift at least 25 pounds.

SALARY:

Schedule: 4B

Salary Range: 15

Approved by the Human Resources Department _____

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: June 12, 2013

From: Kenneth L. Whittemore
Assistant Superintendent Human Resources

Agenda Item: CI C.12

Subject: Approve the following New Job Description

IT Helpdesk Technician

Background Information:

This job classification is being created due to complex and detailed needs and responsibilities in the Technology Department. The creation of this job classification is a result of a continual increase in routine tasks, duties and responsibilities in the prior classification of the Info Tech Helpdesk. The District and Local One had the required meetings on this and reached an agreement on the attached job description.

Recommendation: Recommend Approval

Fiscal Impact: \$92,210 including Salary and Benefits

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

West Contra Costa Unified School District

IT HELPDESK TECHNICIAN

PRIMARY FUNCTION:

Responsible for the day-to-day activities of the Information Technology (IT) Help Desk for the school district; process and log all technology requests via phone and work orders to triage, support and troubleshoot for the end user; provide a high level of customer service and follow through on outstanding, delayed or incomplete work orders and other technology requests; and perform related tasks and duties as required.

MAJOR DUTIES AND RESPONSIBILITIES:

- Provide laptop, desktop and application support to all users, which includes troubleshooting and deciphering problems that require utilization of remote control software, product specifications, etc.
- Monitor, log in and maintain the helpdesk work order system and distribute work order tickets, as appropriate, to IT staff and/or department point of contacts for application or hardware support.
- Monitor data circuits; notify Telco of circuit outages when necessary.
- Assist district staff with PC hardware and software, phones, printers, tablets, wireless, Global Positioning System (GPS) and other IT equipment.
- Image and setup laptop computers.
- Create, update, and manage end user accounts for staff and students using Active Directory and other administrative tools.
- Process and respond to helpdesk communications from internal/external customers via drop-ins, phones, emails and letters to resolve issues and anticipate potential problems.
- Monitor whereabouts and daily work schedules of all technicians.
- Troubleshoot all requests to decide if the problem can be corrected over the phone or needs to be elevated to a technician.
- Assist in maintaining inventory and ordering specialized supplies.
- Coordinate the installation of hardware, software and security devices when required.
- Provide quotes for school sites and departments for new computers and printers.
- Provide first line support for mobile devices, which includes cell phones, laptops, GPS and other devices.
- Review and keep asset database current, as it relates to IT equipment.
- Assist in the development of end user support learning media, which may include manuals, videos, checklists and other tools.
- Prepare letters, forms and other communications regarding IT for district distribution and external stakeholders.
- Perform related duties as assigned.

QUALIFICATIONS:

Knowledge of:

- On-line telephone and computer interface support.
- Microsoft Office applications, including Word, Access, Excel, Outlook, Microsoft Publisher and PowerPoint.
- Login procedures for district computers, laptops, email accounts and district programs.
- IT basics, terms and functions and demonstrated understanding of the district's IT processes and protocols.
- How to troubleshoot minor to complex problems for cell phones, printers, Voice Over Internet Protocol (VOIP) phones, desktops and laptops and acknowledge when a higher level of technical support is needed.
- Work order databases and commensurate helpdesk software for creating, entering, modifying, routing and completing work orders.
- Basic understanding of student information systems, financial systems and human resource systems.
- Modern business practices and district authorized software to complete duties, tasks and responsibilities.
- Effective oral and written communication skills.
- School and district policies, rules and regulations.

Ability to:

- Act immediately on network issues to prioritize level of support needed to resolve the problem, which may include gathering information from multiple sources.
- Evaluate and set priorities in a constantly changing environment.
- Keep records and prepare related reports, which includes work order ticketing closure rates, data, etc.
- Multi-task and work under stressful conditions.
- Establish and maintain effective working relationships with staff, students and the general public.
- Work effectively and cooperatively with individuals from diverse backgrounds.
- Work independently with little supervision.
- Communicate positively and effectively, orally and in writing, with district staff, patrons, parents, students, vendors and various community partners.

EDUCATION AND EXPERIENCE:

Education:

- High school diploma.
- IT coursework from an accredited college, university or trade school, preferred.

Experience:

- Demonstrated high level of customer service with public.
- Experience in an IT call center or customer service help center.

Licenses or Certificates Needed:

- Possession of a valid California Driver's License.

WORKING CONDITIONS:**Environment:**

- Indoor environment primarily, with some periodic travel within the district boundaries.
- Office setting with phones, computer work, customer contact, drop-ins and other communications.

Physical Abilities:

Employees in this position must have/be able to:

- Observe safe lifting and carrying practices.
- Walk, climb, stand, stoop, lift and carry sufficient to perform tasks.
- Hear and understand speech at normal levels and on the telephone with/without assistive devices.
- See, hear and speak with/without assistive devices sufficient to communicate effectively with others.
- Bend at the waist.
- Reach overhead, above the shoulders and horizontally; grasp.
- Sit for extended periods of time with intermittent walking.
- Dexterity of hands and fingers to operate office equipment and power tools
- Drive and travel to various work and school sites.
- Lift and carry up to forty (40) pounds.

SALARY:

Schedule: 5
Salary Range: 65
Work year/days: 12 months

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: June 12, 2013

From: Kenneth L. Whittemore
Assistant Superintendent Human Resources

Agenda Item: CI C.13

Subject: Approve the following New Job Description

Purchasing Technician

Background Information:

This job classification is being created due to an increase in the complex and detailed needs and responsibilities in the Purchasing Department. There has been a continual increase in routine tasks, duties and responsibilities in the prior classification of Buyer and Assistant Buyer, which are now reflected in the new job classification. There will be one additional position created to provide the needed support in the Facilities Operations Center (FOC) regarding school construction and facilities projects, which is in addition to the current number of Buyer positions in the district. The District and Local One had the required meetings on this and reached an agreement on the attached job description.

Recommendation: Recommend Approval

Fiscal Impact: \$112,599 including Salary and Benefits

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

PURCHASING TECHNICIAN

PRIMARY FUNCTIONS:

Responsible for the procurement of supplies, materials, services and equipment in accordance with established policies and procedures in an assigned department; work collaboratively within assigned department, General Services and other departments in the district; researches, obtains and approves price quotations; and perform related tasks and duties as required.

MAJOR DUTIES AND RESPONSIBILITIES:

- Procure goods and services to support goals and functions of various departments throughout the district.
- Create requisitions and complete purchase orders for assigned department(s).
- Compile data and prepare detailed reports for district use, presentations and for reporting.
- Determine method of procurement in consideration of purchasing policies and the nature of the specific requests.
- Obtain and approve quotations on supplies, materials, services and equipment.
- Locate sources of equipment and supplies.
- Create, establish and maintain list of vendors for assigned department(s).
- Routinely check standards, codes, laws, rules, regulations and statutes for District compliance in purchasing supplies, materials, services and equipment.
- Prepare letters, forms and other communications regarding purchasing for district distribution and external stakeholders.
- Expedite orders per special requests.
- Keep informed of new products, market conditions and cost trends.
- Maintain accurate filing system for correspondence, quotations, files, records, reports and any other job related materials for reference and record.
- Meet with district Purchasing Department frequently to review processed orders for compliance with district's purchasing policies and procedures.
- Communicate with internal/external customers via drop-ins, phones, emails, letters and other communications to answer all questions and anticipate potential problems or issues.
- Establish, maintain and foster strong, professional relationships with vendors.

QUALIFICATIONS:

Knowledge of:

- Principles and practices of public purchasing including policies, procedures, and compliance.
- Microsoft Office applications, including Word, Access, Excel, Outlook, Microsoft Publisher and PowerPoint.
- Supplies, materials, services and equipment used in a school environment.
- State Education Code and other federal, state and local laws, rules and regulations pertaining to purchasing.
- District Board policies, rules and regulations.
- Fixed asset and inventory reporting requirements.
- Basic principles of public funding, budgets and accounting.
- Modern business practices and district authorized software to complete duties, tasks and responsibilities.
- Effective oral and written communication skills.

Ability to:

- Provide guidance in the procurement of quality goods and services for schools and departments throughout the district.
- Ensure cost-effective procurement of goods and services; obtain quotes and bid from vendors.
- Coordinate the timely and accurate purchase, receipt, and payment of goods and services.
- Work independently with little supervision.
- Facilitate beneficial relationships between end-users, vendors, and accounting.
- Interpret, apply and explain rules, regulations, guidelines, etc. related to purchasing goods and services for the district.
- Establish annual purchasing deadlines to coordinate with year-end closing requirements in budget and accounting.
- Review, understand, and make changes to legal contracts.
- Develop and update purchasing policies and procedures.
- Assist internal auditor with required annual reports.
- Generate documents and reports for audits and local, state and federal review.
- Provide ongoing instruction and assistance to district staff, teachers, and administrators, as related to purchasing.
- Collaborate in the development, implementation, and ongoing use of the district financial software.
- Perform arithmetical calculations rapidly and accurately.
- Work and communicate effectively and cooperatively with individuals from diverse backgrounds.

EDUCATION AND EXPERIENCE:

Education:

- High School education or equivalent in training and experience

Experience:

- Minimum 3 years of increasingly responsible clerical experience, which shall include at least two years of experience in a Purchasing Office obtaining price quotes and securing bids.
- Demonstrated high level of customer service.

PHYSICAL EFFORT / WORK ENVIRONMENT:

Environment:

- Indoor environment.
- Office setting with moderate phones, computer work, vendor meetings, staff meetings, and other communications.

Physical Abilities:

Employees in this position must have/be able to:

- Hear and understand speech at normal levels and on the telephone with/without assistive devices.
- See, hear and speak with/without assistive devices sufficient to communicate effectively with others.
- Sit for extended periods of time with intermittent walking.
- Dexterity of hands and fingers to operate assigned office equipment.
- Bend at the waist.
- Reach overhead, above the shoulders and horizontally; grasp.
- Observe safe lifting and carrying practices.

SALARY:

Schedule: 5
Salary Range: 63

Approved by the Human Resources Department _____
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:** June 12, 2013
From: Bill Fay **Agenda Item:** CI C.14
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: **\$702,527**. 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
Coronado Elementary School Demolition Project Measure J Bond (PID: 1121341-04)	June 2013	SANDIS	\$5,100	Post – demolition Topographic Survey Services.
De Anza High School Campus Replacement Project Measure J Bond (PID: 3521208-01)	June 2013 – August 2013	Applied Water Resources Corporation	\$39,500	Removal of Underground Storage Tank and Hydraulic Lift consulting services.
De Anza High School Campus Replacement Project Measure J Bond (PID: 3521208-01)	June 2013 – August 2013	Water Rock Restoration	\$66,600	Excavate and Dispose of Underground Storage Tank, Hydraulic Lift and Storage units.
Dover Elementary School Camera Replacement Project Measure J Bond (PID: 1151201-03)	May 2013	HY Architects, Inc.	\$4,100	Additional Design and Construction Administration services.
Downer Elementary School Playfield Project Measure J Bond (PID: 1161224-01)	June 2013	BCA	\$2,809	Additional design services to add conduits for future security system.
El Cerrito High School Stadium Project Measure D-2010 Bond (PID: 3541348-00)	June 2013 – July 2013	WLC Architects	\$14,705	Additional design services to add security system components.
El Cerrito High School Stadium Project Measure D-2010 Bond (PID: 3541348-00)	June 2013 – July 2013	RGA Environmental, Inc.	\$34,539	Environmental Engineering services for soil sampling.
Gompers / LPS Replacement Campus Project Measure D-2010 Bond (PID: 3581366-05)	June 2013 – August 2013	HMC Architects, Inc.	\$18,750	Additional design services to include District Fire Alarm Standard.

June 12, 2013

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

ENGINEERING & ARCHITECTURAL SERVICES CONTRACTS

Gompers / LPS Replacement Campus Project Measure D-2010 Bond (PID: 3581366-05)	June 2013 – July 2013	Thornton Tomasetti	Not to Exceed \$19,000	Structural Engineering Services to determine seismic eligibility for state funding.
Helms Middle School Sports Field & Landscaping Project Measure D-2010 Bond (PID: 2101101-16)	April 2013	RGA Environmental, Inc.	\$40,935	Environmental Engineering services for Chlorodane Investigation.
Helms Middle School Sports Field & Landscaping Project Measure D-2010 Bond (PID: 2101101-16)	June 2013 – July 2013	Baker Vilar Architects	\$11,845	Additional design services to add electric infrastructure for future field lighting.
Kennedy High School Science Building Renovation Project Measure J Bond (PID: 3601211-13)	June 2013 – July 2013	Grossman Design Group	\$12,500	Design services for peer review of exterior envelope design.
Kennedy High School Temporary Science Classroom Project Measure J Bond (PID: 3601211-19)	June 2013	Powell & Partners Architects	\$1,000	Additional Architectural design services for mechanical review of heating unit.
Lake Elementary School Fire Alarm Project Measure D-2010 Bond (PID: 1341612-04)	June 2013	Millennium	\$693	Additional Environmental engineering services to analyze samples.
Montalvin Elementary School Classroom Project Measure D-2010 Bond (PID: 1401347-00)	June 2013 – September 2013	Grossman Design Group	\$25,000	Design consulting services for peer review of exterior envelope design.
Nystrom Elementary School Modernization Project Measure D-2010 Bond (PID: 1441205-02)	June 2013 – July 2013	Kleinfelder	\$15,400	Geotechnical construction observation and testing services.

June 12, 2013

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

ENGINEERING & ARCHITECTURAL SERVICES CONTRACTS

Peres Elementary School Modernization Phase II Project Measure D-2010 Bond (PID: 1471309-02)	June 2013 - July 2013	Ackland International, Inc.	\$1,500	Topographic Survey Services.
Portola @ Castro Elementary School Campus Replacement Project Measure J Bond (PID: 2141103-06)	June 2013 – April 2015	Multivista	\$34,000	Photographic Project Documentation Services.
Pinole Middle School Playfield Project Measure D-2010 Project (PID: 2121102-06)	June 2013 – July 2013	Environmental Technical Services, Inc.	\$12,000	Environmental Engineering services and site assessment.
Pinole Valley High School Detention Basin Project Measure D-2010 Project (PID: 3621377-01)	June 2013	RGA Environmental, Inc.	\$9,900	Environmental Engineering services for soil sampling and evaluation.
Richmond High School Building A Project Measure J Bond (PID: 3641380-08)	June 2013 – July 2013	Aurora	\$8,462	Environmental Engineering services.
Richmond High School Building A Project Measure J Bond (PID: 3641380-08)	April 2013	Millennium	\$1,524	Additional Hazmat Survey and analytical services.
Kennedy High School Richmond Swim Center Measure J Bond (PID: 3601364-01)	June 2013 – July 2013	Grossman Design Group	\$45,000	Design consulting services for peer review of building envelope design.
Kennedy High School Richmond Swim Center Measure J Bond (PID: 3601364-01)	June 2013 – July 2013	Essel	\$23,585	Environmental Engineering services.

June 12, 2013

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

ENGINEERING & ARCHITECTURAL SERVICES CONTRACTS

Grant Elementary School Fire Alarm Project; Lake Elementary School Fire Alarm Project; Lupine Hills Shade Structures; Vista Training Center Civil Project; Grant Elementary School Relocation Classrooms Project Measure D-2010 (PID: 1251612-04; 1341612-04; 1261612-00; 37310019-00; 1251612-13)	2012 – 2013	Hamilton + Aitken	\$11,180	Reimbursable Expenses for DSA fees, DSA submittal printing, Fire Department Review Services, and printing costs.
WCCUSD Facilities Operation Center Measure J Bond (PID: 6691396-00)	June 2013 – July 2013	WHM Incorporated	\$15,000	Electrical Engineering design services.
Portola @ Castro Elementary School Campus Replacement Project Measure J Bond (PID: 2141103-06)	June 2013 – July 2013	MacNair & Associates	Not to Exceed \$2,900	Arborist and horticultural services during construction.
Portola @ Castro Elementary School Campus Replacement Project Measure J Bond (PID: 2141103-06)	June 2013 – April 2015	HY Architects, Inc.	\$225,000	Additional full-time Construction Administration Services.

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

ITEM REQUIRING ATTENTION --- BOARD OF EDUCATION

To: Board of Education **Meeting Date:** June 12, 2013
From: Bill Fay **Agenda Item:** CI C.15
Associate Superintendent for Operations
Subject: Ratification and Approval of Negotiated Change Orders

Background information:

Staff is seeking ratification of Change Orders on the following current District construction projects: Helms MS Sports Field & Landscaping; and De Anza HS Replacement Campus. Change Orders are fully executed by the District upon signature by the Superintendent's designee. Board ratification is the final step required under state law in order to complete payment and contract adjustment.

In accordance with Public Contract Code 20118.4, the Board, by ratifying these Change Orders, finds that it would have been futile to publicly bid the work in question because of the tight time frames to complete this work without affecting the operations of the District, and that the public is best served by having this work completed by the contractor on the project.

Recommendation: Ratify negotiated Change Orders as noted.

Fiscal Impact: Total ratification and approval by this action: **\$532,142.43**

DISPOSITION BY BOARD OF EDUCATION

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

June 12, 2013 Change Order Ratification Summary

					Items Pending Board Action					
	Project	Company	Original Contract	Previously Approved CO's	CO's Pending Ratification	CO's Pending Approval	Total CO's	CO Percent of Original Contract	Adjusted New Contract	Change Order Numbers
1	Helms MS Sports Field and Landscaping	Robert A. Bothman	\$5,951,048.00	\$0.00	\$68,738.43	\$0.00	\$68,738.43	1.16%	\$6,019,786.43	1
2	De Anza HS Replacement Campus	Wright Contracting, Inc.	\$62,508,000.00	\$5,280,442.00	\$463,404.00	\$0.00	\$5,743,846.00	9.19%	\$68,251,846.00	35

Pending Board Actions	Ratifications	\$532,142.43
	Approvals	\$0.00
	Total Board Action	\$532,142.43

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:** June 12, 2013
From: Bill Fay **Agenda Item:** CI C.16
Associate Superintendent for Operations
Subject: Ratification and Approval of Negotiated Change Order – M&O

Background information:

Staff is seeking ratification of a Change Order on the following current District construction project: Central – Nutrition Center Boiler Room. Change Orders are fully executed by the District upon signature by the Superintendent's designee. Board ratification is the final step required under state law in order to complete payment and contract adjustment.

In accordance with Public Contract Code 20118.4, the Board, by ratifying these Change Orders, finds that it would have been futile to publicly bid the work in question because of the tight time frames to complete this work without affecting the operations of the District, and that the public is best served by having this work completed by the contractor on the project.

Recommendation: Ratify negotiated Change Orders as noted.

Fiscal Impact: Total ratification and approval by this action: **\$7,092.26**

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

June 12, 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				
2	Central Nutrition Center Boiler Replacment	S & H Construction	\$222,200.00	\$1,531.80	\$7,092.26	\$0.00	\$8,624.06	3.88%	\$230,824.06	3

Pending Board Actions	Ratifications	\$7,092.26
	Approvals	\$0.00
	Total Board Action	\$7,092.26

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: June 12, 2013

From: Bill Fay
Associate Superintendent for Operations

Agenda Item: CI C.17

Subject: Ratification of Staff Awarded Contract: Bayview Exterior Repairs

Background information:

Grossman Design Group has prepared plans and specifications for the project. Scope of work includes removal of exterior finishes and windows, removal of the low slope roofing system and associated sections of the steep slope roofing system, installation of new flashing assemblies at the windows, reinstalling the windows, new exterior finishes, and applying a new low slope roofing system and associated steep slope roofing system.

The District conducted a public bid process for the project. Bids were received on April 30th, 2013. Four contractors submitted bids. They are as follows: Affordable Painting Services, Inc., \$290,000; U.S. Matrix Construction, Inc., \$567,000; AM Woo Construction, \$646,000; and B Bros Construction, \$978,350. Affordable Painting Services has withdrawn their bid due to mathematical and clerical errors. The lowest responsive, responsible bidder is U.S. Matrix Construction, Inc.

Recommendation:

Ratify the award to U.S. Matrix Construction, Inc.

Fiscal Impact: \$567,000.

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

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

ITEM REQUIRING ATTENTION --- BOARD OF EDUCATION

To: Board of Education **Meeting Date:** June 12, 2013
From: Bill Fay **Agenda Item:** CI C.18
Associate Superintendent for Operations
Subject: Ratification of Staff Awarded Contract: Grant Elementary School & Lake Elementary
School Fire Alarm Modernization

Background information:

Hamilton + Aitken prepared plans and specifications for the project. Scope of work includes replacing the existing fire alarm system with a complete code complying fire alarm system per SB 575 requirements.

The District conducted a public bid process for the project. Bids were received on May 28, 2013. One contractor submitted a bid. It is as follows: BBJ Electric, Inc., \$567,089. BBJ Electric, Inc. appears to be the responsible, responsive bidder.

Recommendation:

Ratify the award to BBJ Electric, Inc.

Fiscal Impact: \$567,089.

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:** June 12, 2013
From: Bill Fay **Agenda Item:** CI C.19
Associate Superintendent for Operations
Subject: Ratification of Staff Awarded Contract: Kensington Elementary School Moisture Abatement

Background information:

HY Architects has prepared plans and specifications for the project. Scope of work includes installation of surface applied vapor barrier system with underlayment and resilient flooring for multipurpose room A501; weatherproofing at exterior doors; roofing system at building roof and canopy roofs; gutters and downspouts at building roof and canopy roofs; patch and paint north elevation of building A5.

The District conducted a public bid process for the project. Bids were received on May 9, 2013. Three contractors submitted bids. They are as follows: Arthulia, Inc., \$175,000; A & E Emaar, \$199,800; and HM Construction, \$327,000. The lowest responsive bidder is Arthulia, Inc.

Recommendation:

Ratify the award to Arthulia, Inc.

Fiscal Impact: \$175,000.

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

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

ITEM REQUIRING ATTENTION --- BOARD OF EDUCATION

To: Board of Education **Meeting Date:** June 12, 2013
From: Bill Fay **Agenda Item:** CI C.20
Associate Superintendent for Operations
Subject: Ratification of Staff Awarded Contract: Verde Elementary School Restrooms
Renovation

Background information:

Hamilton + Aitken prepared plans and specifications for the project. The scope of work includes removing and reinstalling existing toilet fixtures, toilet accessories, diffusers, and electrical devices for reinstallation, and providing power to new electric hand dryers at the restrooms. Work also includes removal of existing restroom finishes to install new finishes, installation of a new gypsum wall board, porcelain tile, epoxy floor assemblies and new and existing accessories. Furthermore, the project consists of painting finishes.

The District conducted a public bid process for the project. Bids were received on May 23, 2013. Five contractors submitted bids. They are as follows: Streamline Builders, \$56,960; Affordable Painting Services, Inc., \$68,000; Hung Construction, \$74,000; AM Woo Construction, \$78,470; and Greentech Industry, Inc., \$59,820 (non-responsive). The lowest responsive bidder is Streamline Builders.

Recommendation:

Ratify the award to Streamline Builders.

Fiscal Impact: \$56,960.

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:** June 12, 2013

From: Bill Fay **Agenda Item:** CI C.21
Associate Superintendent for Operations

Subject: Resolution No. 94-1213: Regarding District Standards for Equipment, Products and Materials for District Construction and Adoption of Findings Required by Public Contract Code for Sole Source Specifications

Background Information:

In order to ensure uniformity of key equipment, materials and products across the District it is necessary for the Board to adopt findings, as required by Public Contract Code 3400, that the specified equipment, products, or materials is required to match existing systems currently in place in the District. District staff, including Maintenance, Grounds and Facilities along with the Program Management team has completed an update of proposed sole source equipment, materials and products. These proposed sole source vendors have been reviewed by the Board's Facilities Subcommittee.

Recommendation: Approve Resolution No. 94-1213 and adopt findings.

Fiscal Impact: Unknown. Intended to be long-term revenue neutral with some potential higher upfront costs offset by reduced costs of maintenance over time.

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

West Contra Costa Unified School District

RESOLUTION NO. 94-1213

**RESOLUTION OF THE GOVERNING BOARD OF WEST CONTRA COSTA UNIFIED
SCHOOL DISTRICT DESIGNATING SPECIFIC MATERIAL(S), PRODUCT(S),
THING(S), OR SERVICE(S) FOR USE ON
PUBLIC WORKS PROJECTS PURSUANT TO
PUBLIC CONTRACT CODE SECTION 3400**

WHEREAS, the West Contra Costa Unified School District (“District”) is engaged in a district-wide capital outlay program to renovate, repair, modernize and construct new facilities (“Construction Program”) in order to create suitable educational facilities for all of the students and staff of the District; and

WHEREAS, the District has considered the benefits of requiring certain material(s), product(s), thing(s), or service(s) to be specified for use in its Construction Program; and

WHEREAS, pursuant California Public Contract Code section 3400 (“PCC §3400”), the District intends to specifically list and/or designate in its invitation to bid or requests for proposals, certain material(s), product(s), thing(s), or service(s) identified by the District (“Designated Products”); and

WHEREAS, PCC §3400 (c) (1) provides that the District may specify Designated Products in its specification for bids or requests for proposals in connection with the construction, alteration, or repair of public works upon a finding by the District’s Governing Board that the Designated Products are listed in order that a field test or experiment be made to determine the product’s suitability for future use; and

WHEREAS, PCC §3400 (c) (2) provides that the District may specify the Designated Products in its specifications for bids or requests for proposals in connection with the construction, alteration, or repair of public works upon a finding by the District’s Governing Board that the Designated Products are listed for the purpose of matching other products in use on a particular public improvement either completed or in the course of completion; and

WHEREAS, the District intends to specify the Designated Products as the only acceptable material(s), product(s), thing(s), or service(s) for use on Construction Program projects in order:

- (1) That a field test or experiment be made to determine the Designated Products’ suitability for future use;
- or
- (2) To match other product(s) in use on other District public improvement(s) either completed or in the course of completion; and

WHEREAS, the use of the Designated Products is necessary because:

- The District will avoid potential significant costs by conducting field tests of certain Designated Products to determine their suitability and compatibility with other material(s), product(s), thing(s), or service(s) already in use at District sites, prior to those Designated Products' future use at other sites;
- The District has incurred significant costs to train its employees to service and maintain specific current product(s) and system(s) throughout District campuses.
- The ongoing maintenance, repair, and other work that District staff and/or service providers will have to perform on those product(s) or system(s) will be simplified, more efficient, and less costly if those persons do not have to seek re-training or innumerable additional trainings, to service different and varied product(s) and system(s).
- The warranties and guarantees for the Designated Products will be easier to coordinate, track, and service in the years to come if they are with the same manufacturers / vendors of the particular product(s) or system(s).
- The District would save substantial costs by implementing uniform system(s) and installing uniform product(s) throughout the District, thereby facilitating uniform maintenance procedures, engineering specifications, and overall system and product reliability.
- The District anticipates future construction, alteration, modernization of existing school sites to, among other things, replace and/or upgrade system(s) at those sites.
- It would be beneficial to the District to have and use uniform parts and materials throughout the system(s) in use at its existing projects and sites.

WHEREAS, the District will endeavor to list, whenever feasible, more than one product or system when more than one product or system is acceptable and the above conditions are sufficiently satisfied; and

WHEREAS, on September 20, 2006, the District approved Resolution No. 17-0607, attached as **Exhibit "A"**, adopting District standards for material(s), product(s), thing(s), or service(s) ("2006 Designated Products") for use in the District's Construction Program; and

WHEREAS, the District has incorporated the 2006 Designated Products into the list set forth as **Exhibit "B"** so that all designated material(s), product(s), thing(s), or service(s) to be specified for use in the District's Construction Program is contained in one document (collectively "Designated Products").

NOW THEREFORE, the Governing Board of the West Contra Costa Unified School District hereby resolves, determines, and finds the following:

1. That the foregoing recitals are true.
2. The District has already incurred significant costs to train its employees to service and maintain specific current product(s) and system(s) throughout District campuses.
3. The ongoing maintenance, repair, and other work that District staff and/or service providers will have to perform on those Designated Products will be simplified, more efficient, and less costly if those persons do not have to seek re-training or innumerable additional trainings for different and varied product(s) and system(s).
4. The warranties and guarantees for Designated Products will be easier to coordinate, track, and service in the years to come if they are with the same manufacturers / vendors of the particular product(s) or system(s).
5. The District would save significant costs by implementing uniform system(s) and installing uniform product(s) throughout the District, facilitating maintenance, engineering and overall reliability.
6. The District anticipates as part of its Construction Program, future construction, alteration, modernization of existing school sites to, among other things, replace and/or upgrade system(s) at those sites.
7. It would be beneficial to the District to have and use uniform parts and materials throughout the system(s) in use at its existing projects and sites.
8. The District will endeavor to list, whenever feasible, more than one product or system when more than one product or system is acceptable and the above conditions are sufficiently satisfied.
9. That some of the Designated Products listed in **Exhibit "B"** are the only acceptable material(s), product(s), thing(s), or service(s) for use on projects in the Construction Program, because, as indicated in the listing of that Designated Product, the District is conducting a field test or experiment to determine the suitability of the material(s), product(s), thing(s), or service(s) for future use.
10. That the remaining Designated Products listed in **Exhibit "B"** are the only acceptable material(s), product(s), thing(s), or service(s) for use on projects in the Construction Program, because, as indicated in the listing of that Designated Product, the Designated Products match other product(s) in use on other District public improvement(s) either completed or in the course of completion.
11. That the District shall list in its invitation(s) to bid bids or requests for proposals for the District's public works projects, the Designated Products listed in **Exhibit "B"** as the

only acceptable material(s), product(s), thing(s), or service(s) for use on the District's Construction Program.

12. That the District's Superintendent, or the Superintendent's designee, is authorized pursuant to this Resolution to take any action that is necessary to complete the procedures necessary to carry out, give effect to, and comply with the terms and intent of this Resolution.

13. This Resolution shall take effect upon its adoption.

PASSED AND ADOPTED by the Governing Board of the West Contra Costa Unified School District, this ____ day of _____, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____, President, Board of Education

_____, Clerk, Board of Education

Exhibit "A"
Resolution No. 17-0607

West Contra Costa Unified School District

RESOLUTION NO. 17- 0607

RESOLUTION ADOPTING DISTRICT STANDARDS FOR EQUIPMENT, PRODUCTS AND MATERIALS FOR RENOVATION AND CONSTRUCTION OF SCHOOLS IN WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT.

WHEREAS, the residents of the West Contra Costa Unified School District ("District") have supported the renovation and reconstruction of the District's schools through the passage of four local bond measures since 1998; and

WHEREAS, the Governing Board of the West Contra Costa Unified School District is continuing the renovation and reconstruction of the District's schools in order to create suitable educational facilities for all of the students and staff of the District; and

WHEREAS, the District has a number of specific products, pieces of equipment and materials in place at its school sites which are uniquely suitable for the needs of the District and the delivery of its educational program; and

WHEREAS, pursuant to Public Contract Code Section 3400 (b), the District desires to match these products in use on the current or completed public improvements of the District, fully describing these findings in all future advertisements to bid; and

WHEREAS, the District, pursuant to Public Contract Code Section 3400, intends to establish uniform standards for the following listed equipment, products and materials;

NOW, THEREFORE, THE BOARD DOES HEREBY MAKE THE FOLLOWING FINDINGS:

Section 1. That the above recitals are true and correct.

Section 2. That the District has equipment, products and materials in place at existing completed schools, and schools in the course of completion, which it desires to match for the following reasons:

1. So that equipment, products and materials at the schools throughout the District are compatible;
2. So that all of the equipment, products and materials are uniform;
3. So that the maintenance, service, or replacement of such equipment, products and materials is made easier through such compatibility and uniformity;
4. So that spare parts and replacements are more easily stocked for such uniform building components;
5. So that vendors and manufacturers can provide suitable upgrades to their products which will continue to meet the needs of the District.

Section 3. That the District staff and construction team shall endeavor to ensure that any listed equipment, product, or material manufacturer maintains or initiates an "open installer policy" for its systems which will always allow more than one local contractor to purchase and install their systems on District projects.

) Section 4. That the District staff and construction team shall faithfully review all requests for substitutions and requests for consideration of other, new equipment, products, or materials which may meet the District's criteria and then be added to the list of approved systems.

Section 5. That the following attachment (A) of listed equipment, products, or materials shall be considered as District Standards in order to match other products in use on the District's public improvements, either completed or in the course of completion.

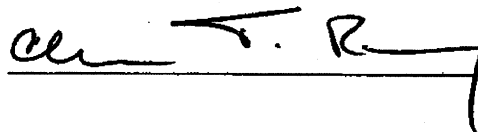
PASSED AND ADOPTED by the Governing Board of the West Contra Costa Unified School District, this 20th day of September, by the following vote:

AYES: 4

NOES: 0

ABSENT: 1

ABSTAIN: 0

 President, Board of Education

 Clerk, Board of Education

Exhibit “B”

1. LANDSCAPE PLANTING IRRIGATION

A. Irrigation Controllers manufactured by the following manufacture(s):

- **Manufacturer: RainMaster**
- **Model or Series: Rainbird**

These products and systems were previously designated by District Resolution No. 17-0607 and used throughout the District’s Construction Program. The District intends to match new landscape planting irrigation systems and products with those already existing in use, and is endeavoring to better coordinate the training, maintenance, and repair of these systems throughout the District. The ever-increasing cost and coordination of varied systems with a limited maintenance personnel staff and a limited budget for outside vendors, requires the District to limit variance in these types of systems to facilitate more control and cost containment in keeping the systems operational.

2. ALUMINUM WINDOWS

A. Classroom Windows manufactured by the following manufacture(s):

- **Manufacturer: Devac Windows**
- **Model or Series: Devac 400 Series**

These products and systems were previously designated by District Resolution No. 17-0607 and used throughout the District’s Construction Program. The District intends to match new classroom windows with those already existing in use, and is endeavoring to better coordinate the training, maintenance, and repair of these products throughout the District. The ever-increasing cost and coordination of varied systems with a limited maintenance personnel staff and a limited budget for outside vendors, requires the District to limit variance in these types of products to facilitate more control and cost containment in keeping the products operational.

3. FINISH HARDWARE

A. Finish Hardware manufactured by the following manufacture(s):

- **System Supplier: Ingersoll Rand Security Technologies**
- **Model or Series: Door Hardware Specification Guideline Dated June 6, 2012**

These systems and products are used throughout the District’s Construction Program and are integral safety components at District sites. The District intends to match new finish hardware systems and products with those already existing in use, facilitate better control over replacement parts, the re-keying of locks, and the replacement of lost or stolen keys, and endeavoring to better coordinate the training, maintenance, and repair of these systems

throughout the District. The ever-increasing cost and coordination of varied systems with a limited maintenance personnel staff and a limited budget for outside vendors, requires the District to limit variance in these types of systems to facilitate more control and cost containment in keeping the systems operational.

4. FOOD SERVICE EQUIPMENT

A. Speed Line Hot and Cold Cabinets

- **Manufacturer:** G.A. Systems, Inc.
- **Model or Series:** Speedee-Serv Series

B. Ovens and Re-Therm Cabinets

- **Manufacturer:** Blodgett
- **Model or Series:** Premium Oven Series

C. Refrigerators and Freezers

- **Manufacturer:** True
- **Model or Series:** "TR" Series

These products were previously designated by District Resolution No. 17-0607 and used throughout the District's Construction Program. The District intends to match food service equipment products with those already existing in use, and is endeavoring to better coordinate the training, maintenance, and repair of these products throughout the District. The ever-increasing cost and coordination of varied products with a limited maintenance personnel staff and a limited budget for outside vendors, requires the District to limit variance in these types of products to facilitate more control and cost containment in keeping the products operational.

5. HEATING VENTILATION AND AIR CONDITIONING SYSTEMS

A. High Efficiency Packaged Rooftop AC Units

- **Manufacturer:** Carrier
- **Model or Series:** Centurion Series

These products and systems were previously designated by District Resolution No. 17-0607 and used throughout the District's Construction Program. The District intends to match these products and systems with those already existing in use, and is endeavoring to better coordinate the training, maintenance, and repair of these products and systems throughout the District. The ever-increasing cost and coordination of varied products and systems with a limited maintenance personnel staff and a limited budget for outside vendors, requires the District to limit variance in these types of products and systems to

facilitate more control and cost containment in keeping the products and systems operational.

B. Ventilation and Exhaust Fans

- **Manufacturer: Greenheck**
- **Model or Series: Gravity Ventilators and Centrifugal Exhaust Fans**

The District intends to match these products and systems with those already existing in use, and is endeavoring to better coordinate the training, maintenance, and repair of these products and systems throughout the District. The ever-increasing cost and coordination of varied products and systems with a limited maintenance personnel staff and a limited budget for outside vendors, requires the District to limit variance in these types of products and systems to facilitate more control and cost containment in keeping the products and systems operational.

C. Hydronic & Potable Water Boilers

1. **Condensing Without Storage Boilers:**
 - **Manufacturer: Aerco**
 - **Model or Series: Modulex Boilers**
2. **Condensing with Storage Boilers:**
 - **Manufacturer: CleaverBrooks**
 - **Model or Series: Clearfire-C**

The District intends to conduct a field test / experiment to determine if these material(s), product(s), thing(s), or services(s) are suitable for future use in the Construction Program and if they are compatible with those already existing in use. The District is endeavoring to better coordinate the training, maintenance, and repair of these products and systems throughout the District. The ever-increasing cost and coordination of varied products and systems with a limited maintenance personnel staff and a limited budget for outside vendors, requires the District to limit variance in these types of products and systems to facilitate more control and cost containment in keeping the products and systems operational.

D. Energy Management Systems

- **Manufacturer: Allerton Controls**
- **Model or Series: BACTalk Series**

These products and systems were previously designated by District Resolution No. 17-0607 and used throughout the District's Construction Program. The District intends to match these products and systems with those already existing in use, and is endeavoring to better coordinate the training, maintenance, and repair of these products and systems throughout the District. The ever-increasing cost and coordination of varied products and systems with a limited maintenance personnel staff and a limited budget for outside vendors, requires the District to limit variance in these types of products and systems to facilitate more control and cost containment in keeping the products and systems operational.

6. COMMUNICATIONS

A. Fire Alarm Systems

- **Manufacturer: Gamewell**
- **Model or Series: E3 Series**

The District intends to conduct a field test / experiment to determine if these material(s), product(s), thing(s), or services(s) are suitable for future use in the Construction Program and if they are compatible with those already existing in use. The District is endeavoring to better coordinate the training, maintenance, and repair of these products and systems throughout the District. The ever-increasing cost and coordination of varied products and systems with a limited maintenance personnel staff and a limited budget for outside vendors, requires the District to limit variance in these types of products and systems to facilitate more control and cost containment in keeping the products and systems operational.

B. VOIP Phone Systems

- **Manufacturer: Cisco**
- **Model or Series: Catalyst**

These products and systems were previously designated by District Resolution No. 17-0607 and used throughout the District's Construction Program. The District intends to match these products and systems with those already existing in use, and is endeavoring to better coordinate the training, maintenance, and repair of these products and systems throughout the District. The ever-increasing cost and coordination of varied products and systems with a limited maintenance personnel staff and a limited budget for outside vendors, requires the District to limit variance in these types of products and systems to facilitate more control and cost containment in keeping the products and systems operational.

C. Switches, Hubs, Routers

- **Manufacturer: Cisco**
- **Model or Series: 3700 Series**

These products and systems were previously designated by District Resolution No. 17-0607 and used throughout the District's Construction Program. The District intends to match these products and systems with those already existing in use, and is endeavoring to better coordinate the training, maintenance, and repair of these products and systems throughout the District. The ever-increasing cost and coordination of varied products and systems with a limited maintenance personnel staff and a limited budget for outside vendors, requires the District to limit variance in these types of products and systems to facilitate more control and cost containment in keeping the products and systems operational.

D. A/V Controllers

- **Manufacturer: Blonder Tongue**
- **Model or Series: Education Series**

These products and systems were previously designated by District Resolution No. 17-0607 and used throughout the District's Construction Program. The District intends to match these products and systems with those already existing in use, and is endeavoring to better coordinate the training, maintenance, and repair of these products and systems throughout the District. The ever-increasing cost and coordination of varied products and systems with a limited maintenance personnel staff and a limited budget for outside vendors, requires the District to limit variance in these types of products and systems to facilitate more control and cost containment in keeping the products and systems operational.

E. Horizontal Cabling

- **Manufacturer: Panduit**
- **Model or Series: Plenum/Nin-plenum Series**

The District intends to match these products and systems with those already existing in use, and is endeavoring to better coordinate the training, maintenance, and repair of these products and systems throughout the District. The ever-increasing cost and coordination of varied products and systems with a limited maintenance personnel staff and a limited budget for outside vendors, requires the District to limit variance in these types of products and systems to facilitate more control and cost containment in keeping the products and systems operational.

F. Paging Systems

- **Manufacturer: Bogen**
- **Model or Series: Quantum**

These products and systems were previously designated by District Resolution No. 17-0607 and used throughout the District's Construction Program. The District intends to match these products and systems with those already existing in use, and is endeavoring to better coordinate the training, maintenance, and repair of these products and systems throughout the District. The ever-increasing cost and coordination of varied products and systems with a limited maintenance personnel staff and a limited budget for outside vendors, requires the District to limit variance in these types of products and systems to facilitate more control and cost containment in keeping the products and systems operational.

G. Access Security Systems

- **System Supplier: Genetec**
- **Model or Series: Unified Access Control & Security Video System**

The District intends to conduct a field test / experiment to determine if these material(s), product(s), thing(s), or services(s) are suitable for future use in the Construction Program and if they are compatible with those already existing in use. The District is endeavoring to better coordinate the training, maintenance, and repair of these products and systems throughout the District. The ever-increasing cost and coordination of varied products and systems with a limited maintenance personnel staff and a limited budget for outside vendors, requires the District to limit variance in these types of products and systems to facilitate more control and cost containment in keeping the products and systems operational.

H. Intrusion Security Systems

- **Manufacturer: Honeywell**
- **Model or Series: Ademco**

These products and systems were previously designated by District Resolution No. 17-0607 and used throughout the District's Construction Program. The District intends to match these products and systems with those already existing in use, and is endeavoring to better coordinate the training, maintenance, and repair of these products and systems throughout the District. The ever-increasing cost and coordination of varied products and systems with a limited maintenance personnel staff and a limited budget for outside vendors, requires the District to limit variance in these types of products and systems to facilitate more control and cost containment in keeping the products and systems operational.

I. Wiremold

- **Manufacturer: Panduit**
- **Model or Series: Pan-Way Series**

The District intends to match these products and systems with those already existing in use, and is endeavoring to better coordinate the training, maintenance, and repair of these products and systems throughout the District. The ever-increasing cost and coordination of varied products and systems with a limited maintenance personnel staff and a limited budget for outside vendors, requires the District to limit variance in these types of products and systems to facilitate more control and cost containment in keeping the products and systems operational.

West Contra Costa Unified School District

SPECIFICATION GUIDELINE

Manufacturers and Products

Substitutions or Alternates not permitted unless noted below.

Edit Date: June 6, 2012

DOOR HARDWARE

Description	Manufacturer	Model / Series	Finish
<u>Hanging Devices</u>			
Cont. Hinge	Ives	224HD (High traffic openings, exterior doors, classrooms)	CL
Electric Cont. Hinge		224HD-TW8 (High traffic openings, exterior doors, classrooms with card readers)	CL
Butt Hinge	Ives	5BB1HW x NRP (Typical at exterior at classrooms) 5BB1 (Typical at interior)	630 652
Electric Hinge	Ives	5BB1HW x NRP xTW8 (Typical at exterior and classrooms with card readers) 5BB1 x TW8 (Typical at interior with card reader)	630 652
<u>Securing Devices</u>			
Lock Set	Schlage	<u>Cylindrical Locks (Interior Only)</u> ND Series x Sparta: ND10S Passage Lock ND40S Privacy Lock ND85PD Bathroom Faculty ND91TD Vandgard Office Lock ND93TD Vandgard Classroom Security Lock with XN12-035 Engraved "LOCK" on inside rose. ND96TD Vandgard Storeroom Lock	US26D
Electric Lock	Schlage	ND96TDEU Vandgard Electrified Lock with N123-062 Request to Exit (RX) feature. To be used on modernization projects with existing door and card reader.	US26D
Lock Set	Schlage	<u>Mortise Locks (Exterior Only)</u> LV Series x 17A: LV9056T Vandgard Office Lock LV9071T Vandgard Classroom Security Lock LV9080T Vandgard Storeroom Lock LV9486T Vandgard Faculty Restroom Lock	US26D
Electric Lock	Schlage	LV9080EU-RX-T Vandgard Electrified Lock Exterior and Interior Doors with Card Readers	US26D
Exit Device	Von Duprin	CD98NLxVR910-NL "Trim Pull" (at exterior single doors) CD98NLxVR910-NL "Trim Pull" x CD98DTxVR910-DT "Dummy Trim" xSNBxKR4954 Mullion x 154 (at pairs) 98L-2-F-996L-NL-R (F-rated single doors) 98L-2-F-996L-NL-R x 98EO-F x KR9954 Mullion x 154 (F pairs) > Furnished and installed all exit devices with sex bolts > All mullions to have a set of #154 stabilizers	US26D US26D US26D US26D

West Contra Costa Unified School District

SPECIFICATION GUIDELINE

Manufacturers and Products

Substitutions or Alternates not permitted unless noted below.

Edit Date: June 6, 2012

DOOR HARDWARE

Description	Manufacturer	Model / Series	Finish
Door Stops	Ives	FS436/R435 (Interior Floor Stop) FS18S (Security Floor Stops) WS401/WS402 (Wall Stops) > Backing required at wall holders locations	US26D Black US26D

PROTECTIVE PLATES AND TRIM

Kick Plate	Ives	8400 Series	US26D
Mop Plate	Ives	8400 Series	US26D
Push/Pull Plates	Ives	8200/8300 Series	US26D
Latch Protector	Ives	LG12	US32D
Door Silencer	Ives	SR64	Gray

ACCESSORIES - WEATHER AND SMOKE SEALS

Threshold	National Guard Products	Standard 1/2" x Jamb Depth x Full width of opening. 322 (1/2" x 3") at carpet and Floor Mats.	628 628
• Threshold Notes - Architect to coordinate with project conditions. Set thresholds in a full bed of butyl-rubber or polyisobutylene mastic sealant complying with requirements in Division 7 "Thermal and Moisture Protection". Use 1/4" fasteners, red-head flat-head sleeve anchors (SS/FHSL).			
Smoke Seal	National Guard Products	2525B (1/4 x 3/8 Silicone Bulb with adhesive tape)	Brown
Smoke/Weather	National Guard Products	A626A (@ Jamb) x 706A (@ Header on doors with closer)	628
Door Sweep	National Guard Products	600A (Surface Mount Brush Sweep)	628
Astragal	National Guard Products	600 set (Surface Mount Brush Astragal Set)	628
		139SS (Use only where required by fire code)	630
		Astragal/Edge set may be by hollow metal doors MFG.	600
Mullion Seal	National Guard Prod.	5100	Black
Drip Guard	National Guard Products	16A x 4" PDW (Exterior doors exposed to rain)	628

End of Specification Guideline

West Contra Costa Unified School District

SPECIFICATION GUIDELINE

Manufacturers and Products

Substitutions or Alternates not permitted unless noted below.

Edit Date: June 6, 2012

DOOR HARDWARE

Description	Manufacturer	Model / Series	Finish
Electric Exit Device	Von Duprin	RX-LD98L x E996L-17 (Electrified trim for Card Reader Single Doors)	US26D
		RX-LD98L x E996L-17 x RX-LD98EO x KR4954 Mullion x 154	US26D
		(Electrified Trim for Card Reader Pair of Doors)	
		➤ Furnished and installed all exit devices with sex bolts	
		➤ All mullions to have a set of #154 stabilizers	
		RX-EL98L x 996L-NL-R (Electric Latch Retraction for Card Reader Single Doors with Auto Operator)	US26D
		RX-EL98L x 996L-NL-R x RX-LD98EO x KR4954 Mullion x 154	US26D
		(Electric Latch Retraction for Card Reader Pair of Doors with Auto Operator)	
		➤ Furnished and installed all exit devices with sex bolts	
		➤ All mullions to have a set of #154 stabilizers	
Power Supply	Schlage	PS904 (For E98L x E996L, ND96EU-RX and LV9080EU-RX)	
Power Supply	Von Duprin	PS914-900-2RS (For EL98L x 996L	
Auxiliary Locks	Schlage	CL Series (Cabinet & Drawer Locks)	US26D
	Schlage	KS Series	US4
Key System	Schlage	All locks and exit devices to be shipped with construction keyed I.C. Cores. All permanent I.C. cores and keys are to be furnished by the contractor and shipped directly from the factory to the school district maintenance office. All keying and keyways must be approved in writing by West Contra Costa Unified School District. The contractor shall be responsible for installing the permanent I.C. Cores after the District receives and inventories them.	
Coordinator	Ives	COR x FL x MB (Storage & Utility rooms)	USP
		➤ Use coordinator only where required by fire code	
Flush Bolts	Ives	FB31P (Automatic) (metal doors) (Storage & Utility rooms)	US26D
		FB41P (Automatic) (wood doors) (Storage & Utility rooms)	US26D
		FB51P (Manual) (metal doors) (Storage & Utility rooms)	US26D
		FB61P (Manual) (wood doors) (Storage rooms)	US26D
<u>Closing Device</u>			
Closer	LCN	4040XP-TB (Thru Bolts)	689
		➤ Furnished and installed all door closers with thru bolts	
		➤ All door frames to be reinforced for soffit shoe	
<u>Stops & Holders</u>			
Door Holder	Ives	WS45 (Automatic Holders & Stops)	US26D
		FS43 (Automatic Door Stops & Holders)	US26D

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: June 12, 2013

From: Bruce Harter
Superintendent

Agenda Item: CI C.22

Subject: Memorandum of Understanding for Provision of Special Education Services to Making Waves Academy Charter School

Background Information:

This agreement shall apply for two years, from August 1, 2012 to July 31, 2014 regarding provision of Special Education and related services for students.

Recommendation:

Recommend ratification of memorandum of understanding

Fiscal Impact:

Reimbursement for services rendered

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

dh

**SPECIAL EDUCATION MEMORANDUM OF UNDERSTANDING
BETWEEN THE WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
AND
CONTRA COSTA COUNTY OFFICE OF EDUCATION
FOR THE PROVISION OF SPECIAL EDUCATION SERVICES TO
MAKING WAVES ACADEMY CHARTER SCHOOL**

This Memorandum of Understanding ("Agreement") is entered into as of June 1, 2013, by and between the Board of Trustees of the West Contra Costa Unified School District ("District") and Contra Costa County Office of Education ("COE"), a public entity that chartered Making Waves Academy Charter School ("Charter School"), a public charter school operating within the jurisdictional boundaries of the District. This Agreement will set forth the responsibilities of the parties with respect to the delivery and financing of special education services to students enrolled in the Charter School. The District and the COE are collectively referred to as the "parties."

I. RECITALS

- A. On October 2, 2006, the Petitioners submitted a charter petition to the District to establish the Charter School, serving students grades 5-8.
- B. On November 15, 2006, the Board of Trustees of the District voted 4 to 1 to deny the Charter School's petition and adopted the District's Staff Written Findings regarding the Making Waves Academy Charter petition as the basis for denial of the petition.
- C. On or about January 11, 2007, Petitioners, consistent with Education Code section 47605, subdivision (j)(1), submitted a charter petition to the COE to establish the Charter School.
- D. On March 7, 2007, the Governing Board of the COE approved the Charter School's petition for establishment of the Charter School, serving students grades 5-8.
- E. The Charter School commenced operations at the beginning of the 2007-2008 school year as a charter school sponsored by the COE, operating within the jurisdictional boundaries of the District.
- F. On April 14, 2010, the Governing Board of the COE approved an amendment to the Charter to establish grades 9-12 beginning in the 2011-2012 school year.
- G. On or about April 16, 2012 a submission for renewal was awarded by the County Office of Education.

- H. Under Education Code section 47646, the COE, as the local educational agency ("LEA") that granted the charter, is obligated to: (1) ensure that all children with disabilities enrolled in the Charter School receive special education and designated instruction and services in a manner that is consistent with their individualized education program and is in compliance with the federal Individuals with Disabilities Education Act ("IDEA") (20 U.S.C. § 1400 *et. seq.*); (2) and ensure that the Charter School that is deemed a public school for purposes of public education receives an equitable share of special education funding and services.
- I. The District is a duly-formed single district Special Education Local Plan Area ("SELPA") under Education Code section 56205.
- J. It is the intent of the parties that the District provide special education services to students with disabilities enrolled in the Charter School.
- K. Nothing in this Agreement shall impose upon the District any liability as a sponsoring LEA under the Charter School Act (Education Code section 47600 *et. seq.*), including but not limited to liability under Education Code section 47604 subdivision (c).
- L. This Agreement has the purpose of clarifying the roles and responsibilities of the parties with regard to students who are enrolled and attend the Charter School and are or may be eligible for special education and related services under the IDEA.

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

II. TERM

This Agreement shall be for two (2) years, from August 1, 2012 to July 31, 2014. The term of this Agreement may be amended by mutual written agreement of the parties at any time.

III. DESIGNATED REPRESENTATIVE

The District's designated representative shall be the Superintendent and shall have the authority to act on behalf of the District. The COE's designated representative shall be the Superintendent of Schools and shall have the authority to act on behalf of the COE.

IV. COOPERATION BY THE CHARTER SCHOOL

The COE is responsible to ensure, and to take all steps necessary to ensure, that the Charter School cooperates with the District in good faith with regard to the District's provision of special education services under the terms of this Agreement.

V. **SECTION 504 AND THE ADA**

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

VI. **SPECIAL EDUCATION FUNDING**

- A. **Pass Through Special Education Funds.** The Charter School, which has been deemed a public school for purposes of special education, shall participate in state and federal funding for special education in the same manner as any other public school of the COE. (Ed. Code, § 47646(a).) The parties agree that, pursuant to the division of responsibilities set forth in this Agreement, the District has agreed to provide special education and related services for the Charter School, consistent with the services it provides eligible students at its own public schools. Consistent with this division of responsibility, the COE shall pass through any and all state and federal special education funding allocated for Charter School students through its SELPA, the Contra Costa SELPA.
- B. **Insufficient Funds.** In the event that any and all state and federal special education funding allocated for the Charter School are insufficient to cover the costs of the District's provision of special education services to the Charter School's students, the COE shall owe the District the actual costs incurred for provision of unfunded and underfunded special education services. The District will invoice COE for the amount due within ninety (90) days of the end of the 2011-2012 school.
- C. **Payment for Services In Excess of District's Days of Service.** Making Waves agrees pay any unfunded services of school days, not COE.

VII. **PROVISION OF SPECIAL EDUCATION AND RELATED SERVICES**

A. **General Provisions**

- 1. **Intent of the Parties.** The COE intends to ensure that all students with disabilities who attend the Charter School are provided a free appropriate public education ("FAPE") in compliance with the IDEA (20 U.S.C. § 1400, *et seq.*) and California Education Code section 56000, *et seq.*
- 2. **Provision of Services.** Individuals with exceptional needs attending the Charter School shall be served in the same manner as individuals with exceptional needs are served in public schools of the District. (Ed. Code, § 56145.)

3. **Delegation of Responsibility.** The COE and District agree that the District shall provide special education services, including but not limited to occupational therapy, speech and language services, and resource services, to students enrolled in the Charter School as required by an individual student's individualized education program ("IEP").
4. **Staffing Requirements.** All special education services must be provided by qualified personnel meeting state certification, licensing, registration or other applicable requirements. (34 C.F.R. § 300.156.)

B. Enrollment and Assessment

1. **Student Records.** The COE hereby designates the employees of the District as having a legitimate educational interest such that they are entitled upon request to access to the Charter School's education records under the Federal Educational Rights and Privacy Act ("FERPA") and related state laws regarding student records. At a minimum, such records include emergency contact information, health and immunization data, attendance summaries, IEPs, disciplinary reports, and academic performance data from all statewide student assessments pursuant to Education Code sections 60605 and 60851.
2. **Enrollment Information.** The COE will ensure that Making Waves Academy Charter School will provide the District with a list of special education students enrolled in the Charter School at the beginning of each school year and shall update the list on a quarterly basis.
3. **Assessment.** District staff shall conduct all necessary special education assessments of Charter School students, including but not limited to initial assessments, annual assessments and triennial assessments, unless the parties agree otherwise in writing. All such assessments will be conducted by qualified personnel and comply with state and federal law and regulations. (20 U.S.C. 1414(a)-(c); 34 C.F.R. §§ 300.300-305; Ed. Code, § 56320; Cal. Code Regs., tit. 5, § 3023.) Neither the District nor the Charter School may conduct any assessment without first obtaining the written consent of the Parent/Guardian. (20 U.S.C. 1414(a)(1)(D); 34 C.F.R. 300.300; Ed. Code, § 56321.)

C. Individualized Education Programs (IEPs)

1. **IEP Membership.** The District shall be responsible for having District service providers, assessors, and/or designated representative(s) of the District in attendance at the IEP meetings.

2. **IEP Team Meetings.** Responsibility for arranging necessary IEP meetings shall be allocated in accordance with the District's general practice and procedure and applicable law. The Parent/Guardian shall be given a copy of the procedural safeguards upon notice of each IEP meeting. (Ed. Code, § 56341.)
3. **IEPs.** The COE will ensure that Making Waves will provide the District with current IEPs for all special education students enrolled in the Charter School at the beginning of each school year and shall update the list on a quarterly basis.
4. **IEP Contents.** Each IEP must include, but is not limited to: a statement of the child's present levels of educational performance; measurable annual goals; the special education and related services and supplementary aids and services to be provided to the child; an explanation of the extent, if any, to which a child will not participate with non-disabled children; the dates, frequency, location and duration of services for the child; and a statement of how the child's progress toward his or her annual goals will be measured. (20 U.S.C. § 1414(d)(1)(A); 34 C.F.R. § 300.320; Ed. Code, § 56345.)

D. Program and Services

1. **Eligibility and Placement.** Decisions regarding eligibility, goals/objectives, program, placement and exit from special education shall be the decision of the IEP team. Services and placements shall be provided to all eligible Charter School students in accordance with the policies, procedures and requirements of the District and applicable law.
2. **Independent Study.** No Charter School student eligible for special education and related services may participate in independent study, unless his or her IEP provides for such participation. The determination regarding the appropriateness of independent study for a particular student shall be made by the IEP team. (Ed. Code, § 51745(c).)
3. **Referral to Nonpublic or Private Schools.** The District bears no responsibility for the costs associated with placement at nonpublic schools, private schools or residential placements without consultation with and prior written approval of the District. If a parent unilaterally places a student at a nonpublic school, private school or in a residential placement, the COE shall immediately notify the District upon learning such information.

VIII. DISCIPLINE OF SPECIAL EDUCATION STUDENTS

If a Charter School student is suspended for more than 10 days in any school year and/or commits an expellable offense, the COE will ensure that Making Waves will immediately notify the District. The COE remains responsible for any and all student discipline matters. Upon adequate notice, the District will provide the manifestation determination process for the student.

IX. COMPLAINTS AND DISPUTE RESOLUTION

- A. Parent Concerns.** Whenever a Parent/Guardian raises a concern regarding special education services, COE will ensure that Making Waves will immediately inform the District.
- B. Complaints.** The COE will ensure that Making Waves will cooperate fully with reasonable requests from the District for information and documentation related to such complaints.
- C. Due Process Hearings.** The District and COE shall work together to defend any due process hearing brought by a student enrolled in the Charter School, in which the District is named. In the event that the COE determines that representation by legal counsel is needed, the District/COE shall be jointly represented by legal counsel provided at COE's expense, unless there is a conflict of interest. In the case separate counsel is needed by the District, the District shall be responsible for the separate costs of its legal counsel.

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

X. MUTUAL INDEMNIFICATION

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

XI. MISCELLANEOUS PROVISIONS

- A. Default.** In the event that the Charter School or COE fails to comply with the terms of this Agreement, including, but not limited to, failure to cooperate with the COE in regards to its obligation to provide special education services, the District will serve written notice on the COE that the COE is not in compliance with this Agreement and provide ten (10) calendar days to cure said non-compliance ("Notice to Cure"). Service of the Notice to Cure may be completed by regular U.S. mail or by facsimile transmission, to COE's Superintendent of Schools, at the following address and/or fax number:

Contra Costa County Office of Education
Joseph A. Ovick, Ed. D.
Superintendent of Schools
77 Santa Barbara Road
Pleasant Hill, CA 94523

Should the COE fail to cure its lack of compliance, within ten (10) calendar days of the District's written notice, the COE shall be in default. If the COE is in default, the District shall be entitled to any or all remedies available to the District in law or equity.

- B. Venue.** The validity of this Agreement and any of its terms or provisions as well as the rights and duties of the parties shall be governed by the laws of the state of California, and venue shall lie only in Contra Costa County Superior Court.
- C. Modifications.** No modifications, amendments, changes, or variations or any kind to this Agreement are authorized without written consent, evidenced by execution of an amendment by an authorized representative of the District.
- D. Interpretation.** The language herein shall be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.
- E. Integrated Agreement.** This Agreement is intended by the parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms. Each of the parties acknowledges that no one has made any promise, representation or warranty whatsoever, express or implied, written or oral, not contained herein to induce them to execute this Agreement, and that this Agreement is not executed in reliance upon any such promise, representation or warranty.

- F. Severability.** If any provision or any part of this Agreement is for any reason held to be invalid or unenforceable or contrary to public policy, law or statute and/or ordinance, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.
- G. Survival of Covenants.** Notwithstanding termination of the Agreement, the indemnification provisions shall survive and be fully enforceable notwithstanding the termination date of the Agreement.
- H. Notices.** All notices required by this Agreement may be sent by United States mail; postage pre-paid, to the parties as follows:

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

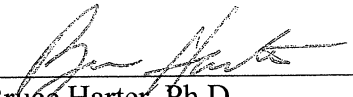
Contra Costa County
Office of Education
Joseph A. Ovick, Ed. D.
Superintendent of Schools
77 Santa Barbara Road
Pleasant Hill, CA 94523

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

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

WEST CONTRA COSTA
UNIFIED SCHOOL DISTRICT

CONTRA COSTA COUNTY
OFFICE OF EDUCATION

By: 
Bruce Harter, Ph.D.
Superintendent

By: _____
Joseph A. Ovick, Ed.D.
Superintendent of Schools

Date: 5-29-13

Date: _____

Approved and ratified this _____ day of _____, 2013, by the Board of Education of the West Contra Costa Unified School District by the following vote:

AYES:

NOES:

Abstentions:

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: June 12, 2013

From: Bruce Harter
Superintendent

Agenda Item: CI C.23

Subject: Approval of Board Members Travel

Background Information:

Board Bylaw 9250 stipulates members of the board shall be reimbursed for allowable expenses incurred in attending any meetings or in making any trips on official business of the school district when so authorized in advance by the Board of Education. (Education Code 35044). Board members have expressed interest in attending the following:

- 2013 CUBE Summer Issues Seminar, July 18 – 20, Seattle WA
- International Society for Technology in Education 2013 Conference, June 23 – 26, 2013, San Antonio, TX
- Ivy League Connection, June 8 – 11, August 1 – 4, University Visits

Expenses including registration, travel and food are budgeted and there is sufficient funding within that budget.

Recommendation:

Recommend Approval

Fiscal Impact:

General Fund, estimated cost \$22,286.70

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: June 12, 2013

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

Agenda Item: D.1

Subject: Recognition of Student Athletes

Background Information:

On May 24-25 district high schools competed in the NCS Meet of Champions held at UC Berkeley. Three competitors won first through third place qualifying them to compete in the State Meet.

The participants are:

Boys 100 Meter Dash

1 st	McKinley, Takkarist	12	Kennedy	11.09
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Boys 300 Meter Hurdles

1 st	Doss, Jalen	11	Hercules	37.87
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Boys 200 Meter Dash

2 nd	McKinley, Takkarist	12	Kennedy	21.92
3 rd	Harper, Austin	12	El Cerrito	21.92

Boys 4x400 Meter Relay

2 nd	Hercules	3:16.59		
1)	Doss, Jalen	11	2)	Renolds, Armani 12
3)	Davenport, Marquis	12	4)	Prowes, Antwain 11
5)	Seale, Kai	11	6)	Berstine, Jerrick 11

Girls 4x100 Meter Relay

6 th	Kennedy	49.00		
1)	Dillard, LaDejah	11	2)	Miles, Alesia 11
3)	Stitts, Diamond	10	4)	Giddens, Danaya 12
5)	Sumler, Briana	9		

Girls 400 Meter Dash

5 th	Hilburn, Mariama	Pinole Valley	56.86
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Girls 200 Meter Dash

6 th	Hilburn, Mariama	Pinole Valley	25.73
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On May 17, district high schools competed in the Badminton NCS/Les Schwab Tires Championship. Pinole Valley High School's team won first place in the Division 2 and Hercules High won second place.

We would like to recognize and congratulate the teams on their achievements. We would also like to recognize and commend the coaches in their dedication, commitment and for making a difference in the lives and futures of the students they coach.

Recommendation: For Information Only

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

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

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

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education

Meeting Date: June 12, 2013

From: Kenneth L. Whittemore,
Assistant Superintendent Human Resources

Agenda Item: D.2

Subject: West Contra Costa Unified School District presents:
"Classified Employee of the Year"

Background Information:

Our classified employees are an integral part of the West Contra Costa Unified School District. We are expanding our staff recognition program to pay tribute to the tireless efforts of our outstanding classified employees and focus attention on the positive accomplishments that these employees contribute to the services provided to our students.

For the 2012-2013 school year, the District would like to recognize and acknowledge the following classified employees:

Classified Supervisor	- Mary Jones
General Services M & O	- Laura Cruz
Office & Technical	- Linda Rhea
Paraprofessional	- Virginia Lawson

Recommendation: Recognition

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: June 12, 2013

From: Bruce Harter
Superintendent

Agenda Item: D.3

Subject: Communication Strategy for Fair Assessed Valuation

Background Information:

Over a two-year period, the assessed valuation for property in the West Contra Costa Unified School District declined by 19% resulting in substantial hikes in property taxes for property owners in making payments on the district's bond measures. During the last year property values have increased substantially while re-assessments of properties have not kept pace as required under a key modification to Proposition 13 (1978). The communication consulting firm, Whitehurst/Mosher has been retained to support the district's effort to have assessed values comply with the Prop 13 requirements. John Whitehurst and Jill Nelson-Golub from Whitehurst/Mosher will provide a report to the Board on how the district engage local officials and communities to ensure that the 2014 assessments are aligned with Prop 13 values.

Recommendation:

For Information Only

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

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

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education

Meeting Date: June 12, 2013

From: Sheri Gamba 
Associate Superintendent Business Services

Agenda Item: D.4

Subject: Preliminary Budget for 2013-14

Background Information: Staff is presenting a report on the unrestricted general fund portion of the preliminary budget for 2013-14, along with information regarding the Governor's May Revision Proposal for 2013-14. The final 2013-14 budget is scheduled for a public hearing and adoption at the meeting of the Board of Education on June 26, 2013.

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

Schedule 1

2013-14 JULY 1 ADOPTION

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

	GENERAL FUND			SPECIAL	CAPITAL	OTHER	
	UNRESTRICTED	RESTRICTED	TOTAL	REVENUE FUNDS	OUTLAY FUNDS	FUNDS	DISTRICT
				Schedule 2	Schedule 3	Schedule 4	TOTALS
REVENUES							
Revenue Limit Sources	\$ 149,229,705	\$ 7,896,026	\$ 157,125,731	\$ -	\$ -	\$ -	\$ 157,125,731
Federal Revenues	0	21,628,239	21,628,239	12,713,655	-	-	34,341,894
Other State Revenues	23,408,837	32,782,037	56,190,874	6,990,460	22,787,121	-	85,968,455
Other Local Revenues	2,590,700	17,882,460	20,473,160	1,419,000	133,000	21,310,756	43,335,916
Total Revenues	175,229,242	80,188,762	255,418,004	21,123,115	22,920,121	21,310,756	320,771,996
EXPENDITURES							
Certificated Salaries	74,300,804	31,885,078	106,185,882	1,935,252	-	-	108,121,134
Classified Salaries	21,555,697	19,788,571	41,344,268	5,871,758	1,157,331	70,693	48,444,050
Employee Benefits	41,338,322	21,194,829	62,533,151	2,854,406	525,368	37,786	65,950,711
Books and Supplies	4,099,626	3,536,079	7,635,705	6,718,099	62,000	2,500	14,418,304
Services and Other Operating Expenditures	10,851,050	37,156,937	48,007,987	1,113,226	13,872,000	20,405,653	83,398,866
Capital Outlay	833,000	2,857,450	3,690,450	83,000	118,317,844	-	122,091,294
Other Outgo	985,867	-	985,867	-	-	-	985,867
Direct/Indirect Support Costs	(1,694,091)	1,027,067	(667,024)	667,024	-	-	-
Total Expenditures	152,270,275	117,446,011	269,716,286	19,242,765	133,934,543	20,516,632	443,410,226
INCREASE OF (DECREASE) IN FUND BALANCE							
RESULTING FROM OPERATIONS	22,958,967	(37,257,249)	(14,298,282)	1,880,350	(111,014,422)	794,124	(122,638,230)
OTHER FINANCING SOURCES AND (USES)							
Interfund Transfers In	5,800,000	-	5,800,000	-	-	-	5,800,000
Interfund Transfers Out	-	-	-	(5,800,000)	-	-	(5,800,000)
Other Sources	-	-	-	-	125,000,000	-	125,000,000
Other Uses	-	-	-	-	-	-	-
Contributions To Restricted Programs	(30,679,677)	30,679,677	-	-	-	-	-
Total Other Financing Sources and Uses	(24,879,677)	30,679,677	5,800,000	(5,800,000)	125,000,000	-	125,000,000
NET CHANGE IN FUND BALANCE							
	(1,920,710)	(6,577,572)	(8,498,282)	(3,919,650)	13,985,578	794,124	2,361,770
ESTIMATED BEGINNING FUND BALANCE,							
JULY 1, 2013	23,209,310	13,889,085	37,098,395	17,826,744	26,574,051	61,474,778	142,973,968
PROJECTED ENDING FUND BALANCE							
JUNE 30, 2014	\$ 21,288,600	\$ 7,311,513	\$ 28,600,113	\$ 13,907,094	\$ 40,559,629	\$ 62,268,902	\$ 145,335,738

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:** June 12, 2013
From: Bruce Harter **Agenda Item:** D.6
Superintendent
Subject: In Memory of Members of the School Community

Background Information:

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

Mr. Ronald B. Tasto recently passed away. Mr. Tasto taught for 35 years and retired from DeAnza High School.

Mr. Felix Pelayo recently passed away. Mr. Pelayo began working in 2011 as a substitute food service aide and utility working in the Nutrition Center.

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

Recommendation: For Information Only

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____


dh

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

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education

Meeting Date: June 12, 2013

From: Sheri Gamba 
Associate Superintendent Business Services

Agenda Item: F.1

Ken Whittemore
Assistant Superintendent Human resources

Subject: Approval of Agreement with United Teachers of Richmond (UTR) / AB1200
Public Disclosure of Collective Bargaining Agreement with UTR

Background Information: District and United Teachers of Richmond (UTR) have reached tentative agreement through collective bargaining for the 2012-15.

School districts are required to publicly disclose the provisions of all collective bargaining agreements before they ratify an agreement. This ensures that the public is aware of the details associated with a tentative collective bargaining agreement before it becomes binding on the district. A summary of the financial implications associated with the agreement will be presented at the Board meeting. This summary will be provided to the County Office of Education.

The Board will receive public comment on the proposed contract changes and salary adjustments before the Board votes to ratify the Agreement.

We want to take this occasion to thank the representatives of UTR for their time and effort in reaching this accord.

Recommendation: Recommend that the Board of Education ratify the Tentative Agreement between the West Contra Costa Unified School District and the United Teachers of Richmond.

Fiscal Impact: Equivalent to 2% per year over three years
\$6.3 million 2012/13 – 2014/15

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

SUMMARY OF TENTATIVE AGREEMENT

**With the Public Employees Union, United Teachers of Richmond
Of the West Contra Costa Unified School District**

To be acted upon by the Governing Board at its meeting on June 12, 2013.

GENERAL:

If this Public Disclosure is not applicable to all of the district's bargaining units, indicate the current status of the other units.

Certificated: Settled

Classified: Settled

COMPENSATION:

Proposed percentage increase in tentative agreement: 1.15% effective May 1, 2013 applicable to all salary schedules

**Current year total cost increase for:
Salaries and Statutory Benefits: \$219,135
Health & Welfare: \$305,060**

OTHER PROVISIONS

**Other Compensation: (off schedule stipends, bonuses, etc.)
The hourly rate of pay was \$29.45, effective July 1, 2013 it will be \$30.00 per hour.
The annual work year for teachers will consist of 184 days as of July 1, 2013.
All other unit members will be adjusted up by two days as well.**

Non-Compensation:

***TOTAL NET COST OF SETTLEMENT* \$ 6.3 million (equivalent to cost of 2% for the bargaining unit) over three fiscal years. 2012-13, 2013-14, 2014-15.**

**WAS THIS COST INCLUDED IN THE LATEST
PROJECTIONS PROVIDED TO THE COUNTY OFFICE? Yes ___ No ☒ X**

SOURCE FUNDING:

The following source(s) of funding have been identified to fund the proposed agreement for 2012-13:

Unrestricted General Fund Balance: \$ 351,210

Restricted General Fund and Other Funds: \$172,985

FISCAL IMPACT IN CURRENT YEAR:

\$524,195

FISCAL IMPACT IN FUTURE YEARS:

\$2.9 million per year for 2013-14, 2014-15

Unrestricted General Fund Balance: \$1.9 million per year

Restricted General Fund and Other Funds: \$1 million per year

Summary of Tentative Agreement:

United Teachers of Richmond unit members who have chosen to enroll in the health benefits programs of the district on or after January 1, 2013 receive contributions toward health and welfare benefits:

Single Party: \$610.44 per month

Two Party: \$1,070 per month

Family: \$1,390 per month

CERTIFICATION

To be signed by the District Superintendent and Chief Business Official of the district prior to submission to the Governing Board and by the Board President upon formal Board action on the proposed agreement.

The certification is based on the most recent available information on state apportionments, property taxes and other sources of ongoing revenue as well as the most recent reasonable projections of ongoing expense.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement in accordance with the requirements of AB1200, AB2756 and Government Code 3547.5.

The Superintendent and Chief Business Official of the district certify that, based on the best of their knowledge as of the date of this certification, the district will be able to meet the costs incurred under the proposed agreement over the term of the agreement. Furthermore, all necessary adjustments to the current budget have been or will be made in order to provide the funding for the settlement that is outlined in this statement of disclosure.



District Superintendent

5-17-13

Date



Chief Business Official

5/17/13

Date

After public disclosure of the major provisions contained in this Summary, the Governing Board, at its meeting on (date), took action to approve the proposed agreement.

President, Governing Board

Date

Date: May 20, 2013

Time: _____

UTR Proposal to WCCUSD

Article 1: Agreement

Section 1. The Articles and provisions contained herein constitute a bilateral and binding Agreement by and between the Governing Board of the West Contra Costa Unified School District and the United Teachers of Richmond, CTA/NEA, an employee organization.

Section 2. This Agreement is entered into pursuant to Chapter 10.7, Division 4 of Title 1 of the Government Code ("Act").

Section 3. This Agreement shall remain in full force and effect from July 1, 2012 - June 30, 2015.

The parties agree to the following reopeners:

1) For the 2013-14 school year:

- A. Article 2: Definitions
- B. Article 11: Adjunct Duties
- C. Article 12: Class Size
- D. Article 15: Evaluations
- E. Article 19: Safety
- F. Article 22: School Calendar
- G. Article 23: Salary
- H. Article 24: Extra Duty Pay
- I. Article 25: Employee Benefits
- J. Article 28: Part-Time Teaching
- K. Article 36: Summer School

2) For the 2014-15 school year:

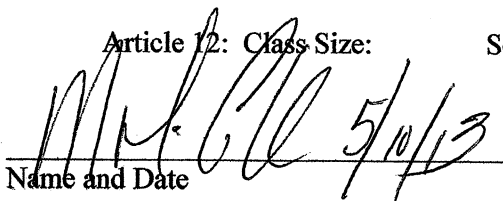
- A. Article 23: Salary
- B. Article 25: Employee Benefits
- C. Two additional articles of each parties' choice

The following items are "suspended" and shall remain "suspended" until mutually agreed otherwise by the parties. In addition, language added to the contract listed below shall remain in effect until the parties agree otherwise.

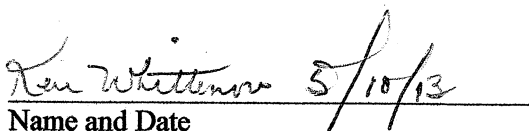
Article 12: Class Size:

Sections 1,2 and 11.

Name and Date


Mr. C. L. 5/10/13

Name and Date


Ken Whittenow 5/10/13

Date: 4/30/17
Time: 5:15

UTR Proposal to WCCUSD

Article 7: Union Rights

Section 1. The Union and its members shall have the right to make use of school buildings and facilities at all reasonable hours. Additional costs beyond normal operating expenses shall be borne by the Union.

Section 2. The Union shall have access to the school mail system, to the extent allowed by law and subject to reasonable regulations, in order to facilitate the conduct of its business. The Union may use the teacher mailboxes for communications to teachers.

Section 3. The Union shall have the right to post notices of activities and matters of Union concern on Union bulletin board space, an adequate amount of which shall be provided in each school building in areas frequented by teachers.

Section 4. The Union shall have the right of access to areas in which employees work at times that do not interfere with the teachers' classroom instruction.

Section 5. UTR President

1. For each year that the UTR President holds office, he/she shall have the option of being full release-time President or working with a full-time teaching partner. In both cases, the District shall employ a full-time temporary contract teacher either to fill the vacancy created by the teaching partner or the vacancy created by the release-time President.
2. UTR shall reimburse the West Contra Costa Unified School District for the full cost of a temporary teacher. In the event that either party disagrees with the amount, the cost shall be calculated at the average cost of all temporary contract teachers employed by the District during the year in question.
3. The employee serving in the position of teaching partner shall be entitled to return to the same position he/she held prior to accepting the teaching partner assignment upon conclusion of the President's term. The District shall inform any employee accepting the teaching partner's regular assignment that the position is temporary.

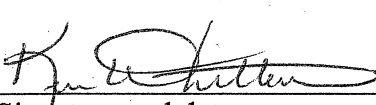
The President shall be entitled to return to the same position that he/she held immediately before commencement of the leave. Per Article 13.20.5, the right to return to the same position shall be effective for a two-year leave. Should the president serve an additional term, that will be considered a new two-year leave, with the same rights. Should the president's previous position be eliminated, the president will then participate in the transfer rounds to obtain a new position.

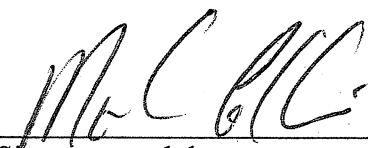
~~unless he/she would have been transferred or reassigned pursuant to Article 14 had service been rendered during the period of the leave. The provisions of this Section shall apply to a leave of up to four (4) years.~~

Section 6. Names, addresses and telephone numbers of all District teachers, arranged by zip code, shall be provided without cost to the Union no later than November 1 of each school year.

Section 7. The Union shall be meaningfully involved in the selection of teacher representatives to all site councils, committees and task forces.

Section 8. Two (2) Wednesdays each month shall be reserved for the conduct of Union business. The District shall not schedule after-school meetings or staff development meetings on these days. The Union shall designate which Wednesdays are to be reserved by May 15 of the preceding year.

 4/30/13
Signature and date

 4/30/13
Signature and date

5:15 PM

Date: 4/30/13
Time: 5:17

UTR Proposal to WCCUSD

Article 8: Organizational Security

Section 1. Any teacher who is a member of the United Teachers of Richmond, CTA/NEA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Union. Such authorization shall continue in effect for the duration of the Agreement. Pursuant to such authorization, the District shall deduct ~~one-tenth (1/10th)~~, one-eleventh (1/11th), or one-twelfth (1/12th), depending upon the number of paychecks received.

Section 2. Any teacher who is not a member of the United Teachers of Richmond, CTA/NEA or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall immediately become a member of the Union or pay to the Union a fee in an amount equal to unified membership dues, initiation fees and general assessment, payable to the Union; provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in Section 1 of this Article. In the event that a teacher shall not pay such fee directly to the Union or authorize payment through payroll deduction as provided in Section 1, the District shall automatically deduct such service fees as authorized by Education Code, Section 45061.

Section 3. Any teacher who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the United Teachers of Richmond, CTA/NEA as a condition of employment, except that such employee shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organizations and charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal

Revenue Code:

- a. American Heart Association
- b. American Red Cross
- c. United Way

Such payment shall be made on or before December 31 of each school year.

1. Proof of payment pursuant to Section 3 shall be made on an annual basis to the District as a condition of continued exemption from the provisions of Sections 1 and 2 of this Article. Such proof shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before February 15 of

each school year. The Union shall have the right of inspection in order to review said proof of payment.

2. Any teacher making payments as set forth in Sections 3 and 3.1, and who requests that the grievances or arbitration provisions of this Agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.

Section 4. With respect to all sums deducted by the District pursuant to authorization of the employee, whether for membership dues or equivalent fee, the District agrees to remit promptly such monies to the agency designated by the Union accompanied by an alphabetical list of teachers for whom such deductions have been made.

Section 5. The Union agrees to furnish any information needed by the District to fulfill the provisions of this Article.

Section 6. Upon appropriate written authorization from any teacher, the District shall deduct from the salary of that teacher, and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Union and the District.

Section 7. The Union and the District hereby agree as follows:

1. The Union agrees to pay to the District one-half (1/2) of all legal fees and legal costs incurred in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the agency fee provisions of this Agreement (or their implementation).
2. The Union shall have the exclusive right to decide and determine whether any such action or proceeding referred to in Section 7.1 shall or shall not be compromised, resisted, defended, tried or appealed.

 4/30/13
Signature and date

 4/30/13
Signature and date

5:17 PM

Date: 4/30/13
Time: 5:20

UTR Proposal to WCCUSD

Article 10: Hours of Employment and Duty Assignment

Section 1. ~~Workday.~~ Teacher Instructional Day" shall mean the student instructional day and teacher preparation period.

1. Elementary and junior high/middle school teachers are to report to duty fifteen (15) minutes before their instructional day begins, and remain on duty twenty-two (22) and thirty (30) minutes respectively after their instructional day ends, with the exception of faculty meetings or adjunct duty assignments as per this Agreement. District-approved class scheduling exceptions may modify this requirement within the total of the above time constraints.
2. High school teachers are to report to duty five (5) minutes before their instructional day begins and remain on duty five (5) minutes after their instructional day ends. The same exceptions which apply to the elementary and junior high/middle school requirements shall apply to high school schedules.
3. Elementary/junior high/middle school teachers who engage in activities at the junior high/middle/high school level for which extra-duty pay is provided may leave school at the end of the instructional day in order to begin their activities as soon as possible, pursuant to prior arrangements as determined by principals involved.
4. Instructional time for grade 6, 7, and 8 teachers in a departmentalized program in a K-8 school shall not exceed 1400 minutes per week. At least 100 minutes of preparation time per week shall be provided.
5. The Union and District agree that high school teachers find it necessary from time to time to meet with parents and/or students after school. The reduction in the after-school duty requirement from 30 to 5 minutes is not intended to preclude the continuation of this practice when such meetings cannot be scheduled during the teacher's conference period.

Section 2. The instructional day for junior high/middle school teachers shall begin with the students' regular school starting time, and shall not exceed 250 minutes for a regular teaching day (200 minutes on minimum days). The workday shall also contain a conference period equal in length to the teaching periods.

Section 3. The instructional day for senior high school teachers shall begin with the students' regular starting time and shall not exceed 280 minutes for a regular five (5)-period teaching day (216 minutes on minimum days).

Section 4. Secondary teachers in eight-period-day schools shall have one unassigned period per day set aside exclusively for preparation, planning, and conferencing and one period to be utilized for self-selected professional activities. Such activities shall be related to the enrichment of the school's educational program and/or the teacher's professional growth in a school-related discipline.

1. Teachers shall notify the principal of how they intend to utilize this period by the end of the third week of school. Principals shall not unreasonably and arbitrarily withhold their approval.

Sections 5 through 20 remain the same until further notice.

McL Collins 4/30/13
Signature and date

R. W. Smith 4/30/13
Signature and date
5:20 PM

Date: May 10, 2013

Time: _____

WCCUSD Proposal to UTR

Article: 13 Leaves

Section 1. Union Leave.

1. Elected or appointed officers or delegates of the Union may be permitted to be absent from duty at no salary deduction for purposes of representing their organization at regional, state, and national meetings. A total of twenty (20) days shall be allocated to the Union for this purpose. The Union shall pay the costs of substitutes replacing employees on such leave beyond the first ten (10) days.
2. Leave for officers of state and national organizations shall be granted pursuant to the Education Code and shall be separate from that in Section 1.1.

Section 2. Bereavement Leave.

1. Every ~~teacher~~ unit member shall be entitled to five (5) days paid leave of absence or seven (7) days if out-of-state travel or travel in excess of 400 miles one way is required on account of death of any member of his/her immediate family. This leave shall not be deducted from sick leave. Leave may be broken up at the discretion of the employee.
2. For the purpose of bereavement leave immediate family is defined as: Mother; Mother-in-law, father, father-in-law, son, son-in-law, spouse, brother, brother-in-law, sister, sister-in-law, grandparent, great grandparent, grandchild, step-children, step parents, aunt, uncle, niece and nephew or any relative living in the immediate household of the employee. For the purpose of bereavement and family illness leave, immediate family shall also include domestic partners who are registered in the Human Resource Office.

Section 3. Court Summons -- Jury Duty.

1. All certificated employees who are subpoenaed to appear in court as witnesses in other than their own personal cases shall be allowed full salaries ~~minus fees during their required absence from duty. Request for payment of witness fees shall be made by the employee appearing in court.~~ Employees who are absent

for court appearances involving their own interests, or in cases in which they are a plaintiff or defendant, shall be entitled to personal necessity leave. In all cases, summons or proof of required presence in court must be presented to the Superintendent's Office ones immediate supervisor and the Human Resources department.

2. When ~~teachers~~ unit members are appearing as co-defendants or as co-plaintiffs with the West Contra Costa Unified School District in cases involving themselves and the District, their salaries shall continue as though they were meeting their assignments.
3. Unit members who receive a Summons for Jury Duty shall be allowed full salary on the specific date designated on the Summons as long as the absence is reported through Subfinder and a copy of Summons is presented to ones immediate supervisor within five days of the absence.
4. Unit members who are selected to serve on a jury shall do so with full salary as long as proof from the court is provided to ones immediate supervisor within 5 days of service. While serving as a juror, the unit member shall continue to report his or her absence in subfinder and to his or her immediate supervisor. The unit member is not required to turn over juror's pay to the District.
5. ~~Teachers serving on jury duty may do so with full jury less juror's pay received in excess of expenses.~~

Section 4. Extended Illness Leave.

1. If a ~~teacher~~ unit member has utilized all of his/her accumulated sick leave and is still absent from his/her duties on account of illness or accident for a period of five (5) school months or less, then the amount of salary deducted in any month shall not exceed the sum which was actually paid or would have been paid a substitute. The five (5) months or less period during which the above deductions occur shall not begin until all other paid sick leave provisions have been exhausted.
2. A unit member may receive only one five month period per illness or injury and per school year, regardless of the reasons for the leave. This leave does not accumulate.
3. Use of extended illness must be verified by a licensed physician.

4. A member who is utilizing extended illness leave shall use the sub-finder to secure a substitute for the full number of days of leave days authorized by his or her licensed physician. The purpose of this is to be better able to secure classroom coverage in the unit member's absence. For example, if the unit member has a doctor's note taking her/him off of work for three weeks, (s)he shall call in the absence for three weeks which is consistent with the unit member's knowledge and/or physician's note.
5. This leave will run concurrently with state and federal family leave and pregnancy disability laws, as applicable.

Section 5. Extended Personal Leave.

1. Upon request of the employee, and at the discretion of the District, the District may grant a one time unpaid leave for one (1) semester or one (1) year. Additional leave may be granted. (May qualify under the Family and Medical Leave Act. Contact Human Resources for information.)
2. This leave will run concurrently with state and federal family leave and pregnancy disability laws, as applicable.

Section 6. Family Emergency Illness Leave.

1. A certificated employee shall be granted two (2) days emergency absence per year from service without loss of pay for the following reasons: Sudden or unexpected illness or injury of a member of the immediate family, or necessary surgery on a member of the immediate family. This leave shall not be deducted from sick leave.

Section 7. Health Leave.

1. A certificated employee classified as a permanent employee may be granted an extended unpaid leave of absence for reasons of health, recuperation or injury. Extended leave may be granted one time for a maximum of one semester or one-year period to correspond as nearly as possible with the schedule for the school year.
2. Upon request, the employee shall provide a health affidavit from a licensed physician to verify the need for the requested health leave.
3. Prior to the granting of a health leave, the District may require a physical examination by a physician selected by the District. Such examination shall be at no cost to the employee. (May qualify under the Family and Medical Leave Act. Contact Human Resources for information.)
4. This leave will run concurrently with state and federal family leave and pregnancy disability laws, as applicable.

Section 8. Industrial Accident or Illness Leave. Pursuant to the provisions of Education Code, Section 44984, a certificated employee shall be provided leave of absence for industrial accident or illness under the following rules and regulations.

1. The accident or illness must have arisen out of and in the course of the employment of the employee, and must be accepted as a bona fide injury or illness arising out of and in the course of employment.
2. Allowable leave shall be for a total of sixty (60) days per injury or illness, during which the schools of the District are required to be in session, or when the employee would otherwise have been performing work for the District in any one fiscal year for the same accident.
3. Allowable leave shall not be accumulated from year to year.
4. The leave under these rules and regulations shall commence on the first day of absence.
5. When a person is absent from his/her duties because of industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which absence occurs which, when added to his/her temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment to him/her of not more than his/her full salary.
6. Industrial accident or illness leave shall be reduced by one day, no matter the amount of time out in one day and if authorized as industrial leave per Human Resources, ~~for each day of authorized absence, regardless of a temporary disability indemnity award.~~
7. When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
8. During any paid leave of absence, the employee shall endorse to the District the temporary disability indemnity checks received for his/her industrial accident or illness. The District, in turn, shall issue the employee's salary and shall deduct normal retirement and other authorized contributions.
9. The benefits provided by these rules and regulations shall be applicable to all employees immediately upon becoming employed by the District.

10. An employee receiving benefits as a result of these rules and regulations shall, during period of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the state.
11. The District shall post in each school building information about the basic procedures to be followed in cases of on-the-job and in-course-of-employment illness or injury.
12. This leave will run concurrently with state and federal family leave and pregnancy disability laws, as applicable.
13. ~~Notwithstanding the provisions of Sections 8.2 and 8.3, unit members who are absent due to a physical assault which occurs as a result of the performance of their duties shall be allowed, upon proper medical substantiation, industrial accident and illness leave for up to 100 days.~~

Section 9. Isolation and Quarantine. No salary or sick leave deduction is made for absence due to a contagious disease, and upon medical verification from the County Health Department, for which isolation or quarantine is usually mandated, and which may be presumed to have been contracted during the performance of school duties with other persons having the contagious disease, for the normal period of isolation or quarantine.

Section 10. In-Service Leave. Upon prior approval, each ~~teacher~~ unit member may be granted two (2) days paid leave each school year for the purposes of improving his/her performance. Such leave may be used to observe classes and/or programs in other schools or districts.

Section 11. Legislative Leave. Legislative leave shall be granted pursuant to the Education Code.

Section 12. Family and Medical Leaves.

A. Serious Medical Condition Leave – Unit Member.

1. Intent: To make contract language consistent with federal and state laws governing medical, pregnancy and family leave laws including but not limited to the federal Family and Medical Leave Act (FMLA), California Family Rights Act (CFRA) and California Pregnancy Disability Leave (PDLA) statutes. Any changes in the law shall supersede the leave language in this contract.

2. Calculation: Members may take up to 12 workweeks of unpaid family care in any 12-month period, which shall be counted backward from the date family leave is taken due to his or her own serious medical condition.
3. Benefits: Members will be entitled to health benefits in the same manner as if working.
4. Eligibility: To qualify for this leave, the employee must have:
 - a. Been employed with the District for at least 12 months;
 - b. Actually worked 1250 hours during the 12 month period immediately prior to commencement of the leave;
 - c. Provided notice to their immediate supervisor and the Human Resources department at least 30 days in advance, if such leave is foreseeable; and
 - d. Provided Human Resources with a WCCUSD Medical Verification setting forth the reason, timing, duration and medical restrictions pertaining to such leave, etc.
5. Members who qualify for this leave must exhaust all paid leaves.
6. This leave will run concurrently with all applicable state and family medical leave laws, i.e. including but not limited to FMLA, CFRA and/or Pregnancy Disability Leave.

B. Child Care Leave/ Baby Bonding.

1. Intent: To make contract language consistent with federal and state laws governing medical, pregnancy and family leave laws including but not limited to FMLA, CFRA and CA PDL statutes. Any changes in the laws shall supersede the leave language in this contract.
2. Calculation: Members may take up to 12 workweeks of unpaid family care in any 12-month period, which shall be counted backward from the date family leave is taken to care for a newborn child or placement of a child for adoption or foster care.
3. Benefits: Members will be entitled to health benefits in the same manner as if working.
4. Eligibility: To qualify for this leave, the member must have:

- a. Been employed with the District for at least 12 months;
 - b. Actually worked 1250 hours during the 12 month period immediately prior to commencement of the leave;
 - c. A newly born, adopted or foster child placement;
 - d. Provided notice to their immediate supervisor and the Human Resources Department at least 30 days in advance, if such leave is foreseeable; and
 - e. Provided Human Resources with a WCCUSD Parental Leave Verification.
- 5. Such leave must be taken within one year of the birth, adoption or placement.
 - 6. This leave will run concurrently with all applicable state and family medical leave laws, i.e. including but not limited to FMLA and/or CFRA.

C. Family Care Leave.

- 1. Intent: To make contract language consistent with federal and state laws governing medical and family leave laws. Any changes in the laws shall supersede the leave language in this contract.
- 2. Application: Members may take up to 12 workweeks of unpaid family care in any 12-month period, which shall be counted backward from the date family leave is taken to care for a child under age 18 or over 18 and incapable of self-care due to disability; parent; spouse; or domestic partner registered with the State of California, with a serious health condition.
- 3. Benefits: Members will be entitled to health benefits in the same manner as if working.
- 4. Eligibility: To qualify for this leave, the member must have:
 - a. Been employed with the District for at least 12 months;
 - b. Actually worked 1250 hours during the 12 month period immediately prior to commencement of the leave;
 - c. Have a family member with a "serious" medical condition;
 - d. Provided notice to their immediate supervisor and Human Resources at least 30 days in advance, if such leave is foreseeable; and

- e. Provided Human Resources with a WCCUSD Medical Verification setting forth the reason, timing and duration of such leave, etc;
5. This leave will run concurrently with all applicable state and family medical leave laws, i.e. including but not limited to FMLA and/or CFRA.

D. Pregnancy Disability Leave.

1. Intent: To make contract language consistent with federal and state laws governing medical and pregnancy leave laws. Any changes in the law shall supersede the leave language in this contract.
2. Eligibility: This leave is available to members immediately if disabled due to pregnancy, childbirth or related medical condition and the member has:
 - a. Provided notice to their immediate supervisor and Human Resources at least 30 days in advance, if such leave is foreseeable; and
 - b. Provided Human Resources with a WCCUSD Medical Leave Verification.
3. Duration: Members may take up to four months per pregnancy of unpaid leave while disabled by pregnancy, childbirth or related medical condition.
4. Benefits: Members will be entitled to health benefits in the same manner as if working.
5. The District shall not discriminate against a member because of pregnancy.
6. This leave will run concurrently with all applicable state and family medical leave laws which specifically, excludes CFRA.

Section 12 13. Maternity and Child Care Leave. Child Care Leave.

- ~~1. The length of disability leave of absence due to pregnancy, miscarriage, childbirth, and recovery there from, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and the employee's physician. The physician's signature verifying commencement and cessation of disability will be required on a District form.~~
- ~~2. The employee shall have the right to utilize sick leave and difference pay benefit for absences necessitated by pregnancy, miscarriage, childbirth, and recovery there from.~~

~~3. District appointed health plan benefits shall continue through the period of paid status.~~

1. Child Care Leave. Upon request, the Board shall provide a male or female teacher unit member who is a natural or adopting parent an unpaid leave of absence for the purpose of rearing his/her infant. Such leave shall remain in effect at least until the end of the semester following the birth of the child and no longer than the end of the second semester following the birth of the child. This unpaid leave shall be available for up to one year. A teacher unit member shall notify the Board Human Resources that he/she intends to take such leave at least four (4) weeks prior to the anticipated date on which leave is to commence. (May qualify under the Family and Medical Leave Act. Contact Human Resources for information.).

2. Non-birthing Parent Leave: Non-birthing parent shall be entitled to Paternity leave of three (3) days with pay shall be granted and may utilize personal necessity leave.

~~6. Adoption. Any adoptive parent shall be entitled to two (2) days leave and, in addition, may utilize personal necessity leave.~~

~~7. A parent shall not have to be married in order to qualify for the benefits provided in this section.~~

~~8. The District shall not discriminate against an employee because of pregnancy.~~

Section 13-14. Personal Leave. An employee may request leave for personal reasons not to exceed two (2) days. Request for personal leave shall be on District forms and well in advance of the anticipated absence. Personal leave not considered an emergency shall not be taken during the initial or final week of the school year; exceptions must be approved in advance by the Assistant Superintendent for Human Resources. Absences for personal reasons shall be at full salary deduction.

Section 14 15. Military Leave. Such leave shall be granted pursuant to provisions of the Education Code and federal leave statutes. This leave will run concurrently with state and federal leave laws, as applicable.

Section 15 16. Personal Necessity Leave.

1. Absence for personal necessity is defined as "absence which through pressure of circumstance is logically urgent or unavoidable." ~~When possible, the employee shall notify his/her principal of this request in advance. If there is no opportunity to give advance notice, verification documentation must be provided, if available. However, Employees must secure advance approval for personal necessity leave~~ taken Mondays, Fridays, and during the first and last weeks of school and on days which would extend vacation periods.

2. However, the employee shall not be required to secure advance permission for leave taken for any of the following reasons:
 - a. Death or serious illness of a member of his or her immediate family.
 - b. Accident, involving his or her person or property of a member of his or her immediate family.
3. A maximum of seven (7) days of accumulated sickness or injury leave in any school year may be used by the employee ~~at his/her election~~ as long as the unit member has sick leave available. In the event an employee is without accumulated sick leave, the district shall deduct from the employee's salary the cost of providing a substitute.
4. This leave will run concurrently with state and federal family leave and pregnancy disability laws, as applicable.

Section 16 17. Professional Leave.

1. The following regulations shall govern the attendance of a school employee at professional meetings and conferences:
 - a. Approval by the Assistant Superintendent for Human Resources must be granted.
 - b. Employees who are authorized to represent the District at educational meetings and conferences may be allowed to attend at no loss of salary, and actual and necessary expenses shall be paid.
 - c. Employees other than those authorized to represent the District shall be allowed to attend recognized educational conferences held by organizations whose sole purpose is education. This shall be at no cost to the District.

Section 17 18. Sabbatical Leave.

1. Eligibility. Any certificated employee of the West Contra Costa Unified School District who has been an employee of the West Contra Costa Unified Schools for not less than seven (7) consecutive years shall upon request and pursuant to the qualifications below, be granted a leave of absence for one (1) semester or one (1) year. The District shall grant ten (10) sabbatical leaves annually.
 - a. Applications for sabbatical leaves shall be submitted to the Human Resources Office between September 1 and December 31 of the school year prior to the proposed leave.
 - b. Recommendations to the Board of Education for approval will be made on the basis of number of years of service, with priority being given to

employees who have not had a sabbatical leave. In cases of prior sabbatical leave having been granted, the employee with the most years of service since last sabbatical shall have priority.

- c. Applications for single-semester sabbatical leaves will be considered on the same basis as those for full year. Employees having used a half-year sabbatical shall have priority over those having used a full year.
 - d. The deadline for withdrawing a request shall be April 1.
- 2. **Formal Study.** An applicant who applies for professional leave under this Section shall agree to undertake at least twelve (12) upper division or eight (8) graduate units, or a total of ten (10) upper division and graduate units per semester, or a doctoral dissertation study in an accredited university of higher learning. Evidence of the successful completion of the formal study program shall be filed in the form of a transcript, certified by an approved institution, of work taken and grades earned.
- 3. **Independent Study.** An applicant for an independent study leave shall agree to pursue a program of study, research, and/or experience under the guidance of a sponsor from a recognized institution of higher learning. The program must be at least equivalent in effort and content to the required units of a formal study leave. Evidence of the successful completion, or a satisfactory progress in the pursuit of the independent study program, shall be in the form of a written statement from the sponsor.
- 4. **Travel--Approved.** An applicant for sabbatical leave under this provision shall submit brief statements of the proposed itineraries. Said itineraries must be so planned as to demonstrate specific ways in which the trip will contribute to the improvement of the applicant's services with respect to the particular education field in which he/she is engaged. A report shall be submitted to the Assistant Superintendent, Human Resources on completion of the trip attesting to the satisfactory fulfillment of this requirement.
- 5. **Procedures.** An applicant for sabbatical leave shall file a request with the Assistant Superintendent, Human Resources. A letter from a bonding company attesting to the acceptance of the applicant for a bond must accompany the application if remuneration is expected on a monthly basis.

After approval, the applicant must file a certificate of health, indicating that the applicant is in satisfactory physical condition to undertake the study or travel proposed. The application must be submitted to the Assistant Superintendent, Human Resources and is subject to the approval of the Superintendent and the Governing Board.
- 6. **General Regulations.**
 - a. Sabbatical leaves of absence will not be granted for less than one (1) full semester.

- b. Accident or illness. Interruption of the program of study or travel caused by serious accident or illness during a sabbatical leave shall not affect the amount of compensation to be paid the employee under the terms of the leave. The Assistant Superintendent, Human Resources must be notified by registered mail within ten (10) days after the accident or illness, and a doctor's statement verifying the accident or illness must be submitted.
- c. Compensation. While upon sabbatical leave of absence, properly authorized by the Governing Board, the employee shall receive one-half (1/2) of the contract salary which would normally be paid for the year.
- d. Liability. The Governing Board shall not be held responsible for any liability or payment of any compensation or damages arising from the death or injury of any employee while on leave of absence.
- e. Status. A year of sabbatical leave shall be credited as a year of service in the District for salary purposes. At the expiration of the leave the employee shall, unless otherwise agreeable or unless transfer policy indicates otherwise, be returned to the position held at the time leave was granted.
- f. Terms of Payment. Salary for a certificated employee on sabbatical leave may be paid in one of the following manners:
 - (1) Salary for sabbatical leave may be paid in two (2) equal annual installments, without the necessity of posting an indemnity bond. The first installment will be paid at the end of the first semester after the return of the employee from leave, provided that the employee has received salary, for a minimum of seventy-five (75) days during the first semester of return to duty. If the employee has not received salary for such a minimum number of days during the first installment, the employee will be paid at the end of the second semester. The second installment will be paid at the end of the third semester as explained above.
 - (2) Indemnity Bond. Prior to entering upon a sabbatical leave, the employee may file with the Governing Board a suitable bond indemnifying the school district for any salary paid the employee during the period of sabbatical leave in the event said employee fails to return and to render two (2) full years of service in the West Contra Costa Unified Schools following the termination of the sabbatical leave, or in the event said employee fails satisfactorily to carry out the program of study, or the itinerary of the trip approved by the Assistant Superintendent, Human Resources, the Superintendent of Schools, and the Governing Board. Failure of an employee to return and render service satisfactorily to complete the scheduled program of study or travel shall not result in a forfeiture

of the bond when such failure is due to death, or certification by the school physician that failure was due to physical or mental disability

Section 48 19. Sick Leave. Every full-time unit member employed five (5) days per week shall be entitled to ten (10) days of paid sick leave per year.

1. Unused sick leave shall accrue from school year to school year.
2. At the beginning of each school year, every teacher unit member shall receive a sick leave allotment credit, equal to his/her sick leave entitlement for the school year. A teacher unit member may use his/her credited sick leave at any time during the school year.
3. ~~By November 1 of each year, the District shall distribute statements to all teachers showing the amount of accumulated sick leave available to each.~~ The District shall include sick leave statements on pay stubs.
4. Part-time employees, or those employed longer than the regular teacher unit member work year, shall be allowed sick leave on a pro rata basis.
5. Personal illness of more than ~~ten (10)~~ seven (7) school days' duration shall be verified by a certificate from a licensed physician. Such certificate shall be ~~given to the Principal who shall, in turn, forward said certificate to the Payroll Office~~ forwarded to the Human Resources Department. Upon request of the administration, personal illness of five (5) school days shall be so verified.
6. Those teachers unit members who do not utilize any sick leave during the school year shall receive an allocation of two (2) additional sick leave days for that year.

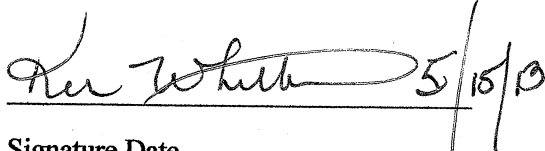
Section 49 20 . Study Leave.

1. A leave without pay for study purposes may be granted to tenured teachers unit members for a period not to exceed one (1) year.
2. Additional leaves may be granted an employee providing that at least seven (7) years occur between such leaves.
3. A leave of this type shall not constitute a break in the continuity of service required for sabbatical leave and shall not count as one of the seven (7) years of service required for the granting of a sabbatical leave. There must be a minimum of a two-year interval between a study leave and a sabbatical.
4. A study plan shall be submitted in advance to the Human Resources Office for approval by the Assistant Superintendent for Human Resources.
5. Evidence of the successful completion of the study program shall be filed in the form of an official transcript or as may be otherwise required.

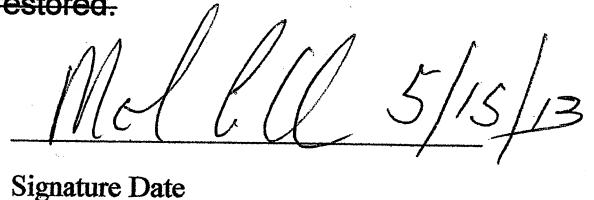
6. Appropriate academic units earned while on study leave will apply for academic increment requirements; experience (annual) increment shall not be allowed for period of leave.

Section 20 21. Miscellaneous Provisions.

1. Teachers Unit members on unpaid leave shall not receive credit for annual salary increments. ~~Teachers~~ Unit members on paid leave shall not receive credit for annual salary increment except as specifically noted in this agreement.
2. Teachers Unit members on unpaid leave may, at their option and with the continued concurrence of the insurance carriers, assume the cost of fringe benefit premiums for the period of leave.
3. An unpaid leave of absence shall not constitute a break in continuity of service.
4. ~~Teachers~~ Unit members on paid or unpaid leave of absence are to notify the Human Resources Office by December 1 of their intent to return at the start of the second semester and before April 1 of their intent to return at the start of the first semester.
5. ~~Unless otherwise provided in this Article, a unit member on a paid or unpaid leave of absence shall be entitled to return to the same position which he/she held immediately before commencement of the leave unless he/she would have been transferred or reassigned pursuant to Article 14 had service been rendered during the period of leave. (Provisions of this section shall not apply to leaves extended or renewed beyond two (2) full school years.~~
6. ~~On the designated staff development buy back days, unit members' leaves of absence shall be limited to sick leave, emergency illness in the family leave, bereavement leave, and jury duty that cannot otherwise be postponed. Unit members who elect to attend a District or site provided make-up day shall, with the exception of jury duty, have the leave day restored.~~

 5/15/13

Signature Date

 5/15/13

Signature Date

Date:

5/10/13

Time:

9:46

UTR Proposal to WCCUSD

ARTICLE 14: Transfers and Reassignments

Section 1. Definitions of Transfer and Transfer Seniority Date.

1. "Transfer" is defined as the movement of a teacher from the position he/she holds at one school location to a different site or school location.
2. "Transfer Seniority Date" is the first date of most recent District employment under probationary and permanent contracts. In cases where previous employment under temporary, probationary and/or permanent contracts has occurred, the Transfer Seniority Date will be backdated an amount of time comparable to that time. Service outside the UTR unit shall not be counted for purposes of implementing this Article.

Section 2. Voluntary Transfer.

1. A teacher may request a voluntary transfer to take effect either during a school year or at the beginning of the next school year. Except by mutual agreement, transfers will not be made during the school year. However, vacancies which are filled during the regular school year by a temporary employee will be advertised for transfer in the subsequent school year if the position still exists.

~~2. Notwithstanding the provisions of Section 2.1 teachers who apply for transfer from year-round schools to regular schedule schools may do so on the same basis as those on a regular schedule. Compensation for extra days worked, if any, shall be paid at the teacher's regular salary rate, prorated, or, at the option of the teacher, through compensatory time off.~~

2.3 Bargaining Unit members with a Notice of Unprofessional Conduct, Unsatisfactory Evaluation and/or mandatory referral to the Peer Assistance and Review Program within the previous 12 (twelve) months shall be eligible to voluntary transfer with the written approval of Human Resources.

3.4 All known vacancies shall be posted as follows:

Administrative assignments for the following year shall be provided by the District no later than the first Board meeting in April.

An update of administrative assignments for the following year shall be provided by the District no later than the first Board meeting in May.

Prior to the posting of bargaining unit vacancies, the District shall make every effort to secure from site principals/administrators all known vacancies.

~~For the 2009-2010, 2010-2011, and 2011-2012, there will be three rounds, unless the parties agree to another provision before those dates. Written notice of tentative assignments shall be provided to bargaining unit members no later than the last day of school.~~

There will be two rounds of transfer process. The first round will be prior to March 31 or the Friday prior when March 31 falls on a weekend and May 13 or the Friday prior when May 13 falls on a weekend. Written notice of tentative assignments shall be provided within fifteen (15) working days of closing for each application round. All applicants shall be notified of the disposition of transfer request. Written specific reasons for non-selection shall be furnished upon request.

Transfer rounds shall begin March 20, or the Friday before when March 20, falls on a weekend and be completed prior to April 15; and May 1, or the Friday before when May 1, falls on a weekend. The transfer round held after April 15 will be subject to California Education Code 35036.

For 2012 – 2013		For 2013 – 2014		For 2014 – 2015	
Round 1	April 26	Round 1	March 17	Round 1	March 16
Round 2	May 17	Round 2	April 21	Round 2	April 20

4. WCCUSD and UTR mutually agree to meet, confer, and evaluate the outcomes of the two round transfer process. Should WCCUSD and UTR agree the process is not satisfactory a three round system will be implemented for 2014-2015.
5. Transfers shall not be made until all qualified applicants, who so request within the time limits, are considered. A conference between the transfer applicant and the appropriate administrator(s) may be arranged by the Human Resources Office.
6. Request for voluntary transfer shall be considered on the basis of:
 - a. Qualifications
 - (1) Credentials.
 - (2) Major and minor fields of study.
 - (3) Teaching experience. (This shall not exclude from consideration teachers seeking a change in subject area or grade level or type of assignment.)
 - (4) Special skills required by the particular assignment.
 - (5) Balance at the school site to meet requirements of NCLB, or gender balance in the Physical Education programs.

Under no circumstances will this criterion result in the involuntary transfer or layoff of any bargaining unit member.

If all items from above are equal the process will move to (b).

b. Seniority

District-wide seniority, i.e., those teachers with the required qualifications and the greatest seniority, shall be transferred.

All interviewees shall be notified of the disposition of the transfer request. Written specific reasons for non-selection shall be furnished upon request.

7. The position of a teacher requesting transfer will not be declared open until the teacher has accepted another position of his/her own choice.
8. While teacher-administrator discussion regarding possible transfer may be appropriate, no teacher shall be pressured to seek a voluntary transfer.

Section 3. Involuntary Transfers Due to Declining Enrollment and/or School Closure.

1. In the event staffing allocations require the transfer of a teacher, volunteers for the involuntary transfer shall be considered first. If there are no volunteers for involuntary transfer, the teacher at the affected site with the least District-wide seniority shall be transferred unless, by doing so, the school would be unable to meet the needs of its educational program. In such cases, the next least senior teacher shall be transferred.
2. When a school closes, the teachers at the closing school shall be considered first to fill any and all vacant positions at the schools where their students are being placed. This shall also apply to teachers in any school which is established as an alternative program and/or magnet school.
3. In the event a teacher is involuntarily transferred from a school and the eliminated position is restored at the beginning of the subsequent school year, the transferred teacher shall have the right to return to his/her previous school.
4. Teachers transferred under this Section shall have the right to indicate preferences from a list of vacancies and shall be assigned pursuant to the qualifications listed in Section 2.4 of this Article.

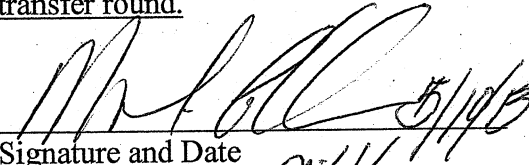
Section 4. Transfers Due to the Opening of New School(s)

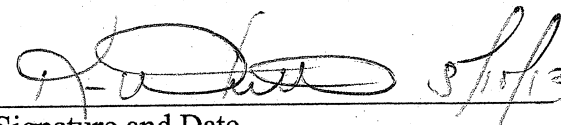
1. In the event staffing allocations require the transfer of a teacher to the new school due to overstaffing, volunteers for the involuntary transfer shall be considered first. If there are no volunteers for the involuntary transfer, the teacher at the affected site with the least District-wide seniority shall be transferred unless, by doing so, the school would be unable to meet the needs of its educational program. In such cases, the next least senior teacher shall be transferred.

5. Notwithstanding the provisions of this article, no bargaining unit member may be involuntarily transferred or assigned to any alternative (magnet) school
6. Any open position that becomes available after the transfer rounds, shall be filled in the following manner:

May 15-June 30th: Openings are posted on Ed Join. Internal and external candidates are interviewed. The selected applicant permanently owns that position.

July 1 - Openings are posted on Ed Join. Internal and external candidates are interviewed. If an internal applicant is selected, that applicant permanently owns that position. If an external applicant is selected, that position will be posted in the next year's transfer round.


Signature and Date
9.46 5/1/13


Signature and Date
9.46 5/1/13

MEMORANDUM OF UNDERSTANDING FOR THE 2012-2013 SCHOOL YEAR ONLY

Between

United Teachers of Richmond

And

The West Contra Costa Unified School District

Article 14: Transfers and Reassignments

The West Contra Costa Unified School District and the United Teacher of Richmond agree to the following dates for the transfer rounds for the 2012-2013 school year only (all transfer rounds are subject to CA Ed. Code 35036):

Round 1

Openings Posted: April 26-May 2, 2013 (5 days)
Transfer Conferences/Interviews: May 3-May 9, 2013 (5 days)
Candidate notification: May 10-May 16, 2013 (5 days)

Round 2

Openings Posted: May 17-23, 2013 (5 days)
Transfer Conferences/Interviews: May 24-31, 2013 (5 days)
Candidate notification: June 3-7, 2013 (5 days)

Mel Collins
Mel Collins, Chair, UTR Bargaining Team

Ken Whittemore
Ken Whittemore, Assistant Superintendent,
WCCUSD

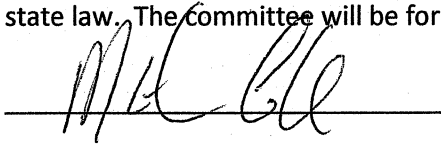
April 23, 2013
Date

April 23, 2013
Date
T.A. 2:15 p.m.

Memorandum of Understanding
Between
United Teachers of Richmond
And
West Contra Costa Unified School District

Article 15: Evaluations

United Teachers of Richmond (UTR) and the West Contra Costa Unified School District (WCCUSD) Enter into a Memorandum of Understanding regarding Article 15: Evaluation. UTR and WCCUSD agree that a joint committee will be formed. The committee will be tasked with researching current evaluation models and presenting recommendation(s) to UTR and WCCUSD for the purpose of updating Article 15 to reflect national best practices, tying together teaching and learning, and any applicable state law. The committee will be formed no later than September 15, 2013.



May 10, 2013



May 10, 2013

Date: 4/30/13
Time: 5:24

UTR Proposal to WCCUSD

Article 20: Teacher Unit Member Travel and Mail Expenses

Section 1. Whenever possible, Teachers Unit members who are assigned to more than one school shall be notified of any changes in their schedules at least ten (10) school days prior to the proposed change.

Section 2. ~~Teachers~~ Unit Members who may be requested to use their own automobiles in the performance of their duties and ~~teachers~~ Unit members who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the per mile rate provided for in IRS regulations for all driving done between the arrival at the first assignment and subsequent driving to additional assignment locations. In the event the Board authorizes an additional rate increase to any other employee group, it shall also apply to Unit members. Teachers Unit Members who make voluntary visits to homes of their students shall also receive these benefits provided they notify their principal in advance of the visit.

~~Section 3. Teachers who use their personal cars for official District business shall receive the benefits provided in Section 2 above. Teachers who make voluntary visits to homes of their students shall also receive these benefits provided they notify their principal in advance of the visit.~~

Section 4 3. Teachers Unit Members who return to a particular work location to attend a school-related activity which is a part of their job assignment and is scheduled to begin two (2) hours or more after their normal workday shall also be reimbursed with a twenty-five (25) mile limitation. Teachers Unit Members receiving an extra duty stipend shall be excluded from this provision.

Section 5 4. The District shall reimburse employees for the cost of mailing to parents those letters, notices, etc., deemed necessary by the employer.

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[Signature] 4-30-13
Signature and date

5:24 PM

DATE: MAY 10, 2013

Time _____

WCCUSD PROPOSAL TO UTR
ARTICLE 22
SCHOOL CALENDAR

~~(SUSPENDED ARTICLE 22: SECTIONS, 1, 5, 6, 8 AND 9 (SHOWN AS LINED THROUGH))~~

See Article 1, Section 3

Section 1. The work year for all teachers shall be 184 days consisting of two (2) workdays and two professional development days. ~~(see Appendix L Furlough Day Side letter dated December 11, 2009).~~ For teachers on Schedule 8, three additional staff development buy-back days will be assigned as part of the work year. ~~1.5% has been added to the salary schedule and will remain as long as the State Staff Development Buy Back Program continues. The elimination of the staff development buy back days shall result in a corresponding reduction of 1.5% on salary schedule 8.~~ The calendar shall include one Back-to-School Night and one Open House. The duration of these shall be no more than one and one-half (1-1/2) hours each. ~~Back to School Nights at the elementary and secondary levels will be held after the classroom balancing is completed.~~

- a. One workday shall be scheduled for elementary and secondary teachers on the day immediately preceding the first day of school.
- b. The second workday shall be scheduled in conjunction with the five mutually agreed upon minimum days for parent conferences for elementary teachers. For secondary teachers, the second workday shall be scheduled between the first and second semesters. Grade 6, 7, and 8 teachers in a K-8 school shall be considered secondary teachers for the purpose of this section.

~~(See Appendix L Furlough Side letter dated December 11, 2009.)~~

Section 2. The following which shall be minimum days for students and teachers which shall mean the shortened teacher instructional day and fifteen (15) minutes before the teacher instructional day:

Elementary

- a. Halloween Day.
- b. The day of Back-to-School Night.
- c. The day before Thanksgiving break.
- d. The day before Christmas break.
- e. The day of Open House.

Secondary

- a. The day of Back-to-School Night.
- b. Halloween Day (junior high school).
- c. The day before Thanksgiving break.
- d. The day before Christmas break.
- e. The day of Open House.

Section 3. The following shall be minimum days for students only and shall require teachers to work according to their regular schedule:

Elementary

- a. Parent conference days [five (5) days].
- b. The first and last days of school.

Students shall be dismissed at twelve noon on the last day of school.

Secondary

- a. Two report card marking days at the end of the first and third quarters.
- b. The first and last days of school.

Students shall be dismissed at twelve noon on the last day of school.

Section 4. Principals may implement special activity day schedules according to the program needs of the school.

Section 5. The total work year for secondary school counselors, elementary, and secondary project assistants shall be 189 work days. ~~However, effective 2010-2011, the work year shall be reduced by three (3) days, with a corresponding reduction to the salary schedule.~~

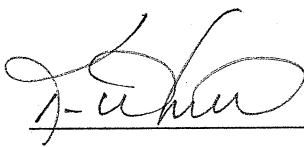
1. ~~The distribution of these ten (10) days may be altered according to the needs of a particular school.~~
1. In order to adhere to the work year calendar each secondary school counselor, elementary, and secondary project assistant shall submit a work year calendar specifying the days to be worked. Employees in this classification may be asked to work no more than 5 days before or 5 days after the school year with the ability to have non-contract days during the student school year as not to exceed the specified number of work days. The work year calendar shall be signed off by their supervisor.

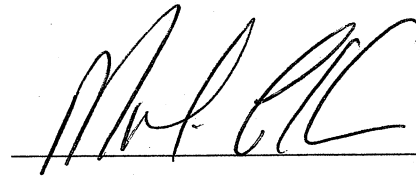
Section 6. Preschool Work Year. The total work year for preschool teachers shall be 184 days. ~~reduced from 182 days to 179 days with a corresponding 1.5 % reduction to the salary schedule, of which 164 shall be teaching days. Refer to section 1 for additional staff development days.~~

Section 7. ~~Implementation of an alternative school calendar (i.e., year 'round) shall not result in financial hardship for any teacher in an affected school.~~

Section 8. The total work year for psychologists shall be 197 days. ~~reduced from 198 days to 195 days with a corresponding reduction to the salary schedule.~~

Section 9. The total work year for speech and language pathologists shall be 189 days. ~~reduced from 190 to 187 days with a corresponding reduction to the salary schedule.~~

 5/15/13
Signature and Date

 5/15/13
Signature and Date

Date:

5/10/13

Time:

11:37

UTR Counter Proposal to WCCUSD

Article 23: Salary

Section 1. ~~The 2009-2010-2012-13 salary schedule and the 2010-2011 salary schedule with furlough days is attached hereto as Appendix A.~~

Effective May 1, 2013, one and one fifteenth (1.15%) shall be added to all Salary Schedules.

Effective July 1, 2013, all salary schedules shall be adjusted to reflect two additional professional development days added to the work year calendar(s).

Section 2

Effective July 1, 2013 the hourly rate shall be \$30.00 per hour.

~~Effective July 1, 2009, zero percent (0%) shall be added to all Salary Schedules~~

~~Effective July 1, 2010, zero percent (0%) shall be added to all Salary Schedules~~

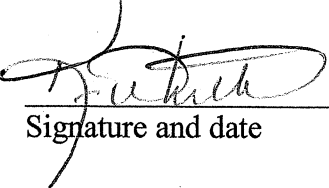
~~Effective July 1, 2011, zero percent (0%) shall be added to all Salary Schedules.~~

~~Effective January 1, 2010, the speech and language pathologists paid on salary schedule 9 who have ten or fewer years of verified experience shall be placed on the step of that salary schedule which corresponds with their years of experience.~~

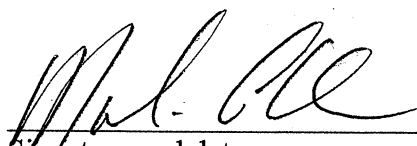
~~Effective January 1, 2010, salary schedule 6 shall be collapsed in the same manner that salary schedule 8 was collapsed and placement on that schedule shall follow the same methodology as used for schedule 8, without the bonus.~~

~~Effective July 1, 2006 Any teacher with National Board certification shall receive an annual stipend of One Thousand Dollars (\$1,000.)~~

Section 9: UTR bargaining unit members shall have the choice to receive annual compensation in either ~~ten(10)~~ eleven (11) or twelve (12) payments. If the choice is twelve (12) payments, unit members will receive checks for July and August at the end of June.


Signature and date

5/10/13


Signature and date

Date: 5/10/13
Time: 11:36

WCCUSD Proposal to UTR

Article 25: Benefits

Section 1: Health Insurance

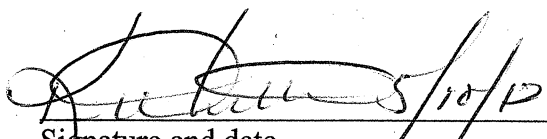
1. Effective January 1, 2013, the District shall make the following contributions toward health benefits:


Employee Only:	\$ 610.44
Employee Plus One:	\$1070.00
Employee Plus Dependents	\$1390.00

Employees may choose from among a list of such plans mutually agreed upon by the Union and the District. When an employee selects a health benefits plan that exceeds the District contribution the District shall make a payroll deduction to cover the difference.

~~Effective July 1, 2010 through June 30, 2012, the District's maximum contribution for health benefits and vision benefits for the bargaining unit shall be \$13,000,000 (thirteen million) per year for those two years only.~~

~~Within this total annual budget allocation, UTR may change the tier contributions as long as the total cost for medical and vision does not exceed \$13,000,000 in 2010-2011 and 2011-2012. If there are to be any changes to the tiers in each of these two years, the District shall provide UTR with the total cost for health benefits based on the choices made during open enrollment (no later than November 1st) for implementation on January 1st. The tiers set for 2011-2012 shall become the status quo for purposes of negotiating the successor agreement.~~


Signature and date


Signature and date

Date: 4/30/13

Time: 5:25

UTR Proposal to WCCUSD

Article 32: Temporary Teachers

Section 1. ~~The District will make every effort to reduce the number of temporary teachers.~~

Temporary teachers shall only be hired to replace teachers on leave or to serve in programs with short-term funding.

Section 2. ~~The Union and District agree that all temporary teachers working in Special Education and Bilingual Education shall receive probationary contracts immediately with the exception of the least senior temporary Special Education teachers who are replacing teachers on leave.~~

Section 3. ~~It is the intent of the District to offer probationary contracts to properly credentialed temporary classroom teachers after no more than two (2) years of temporary service.~~

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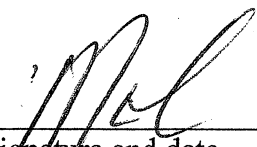
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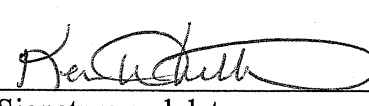
UTR Proposal to WCCUSD

Article 33: Consultation

Section 1. Upon request, the District will consult with the Union ~~at reasonable times~~ on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks to the extent such matters are within District discretion under the law.

Rationale: The District agrees with this language change as long as the additions to Article 5 are removed as the District feels this Article covers the request in Article 5.


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Date: 4/30/13
Time: 5:29 pm

UTR Proposal to WCCUSD

Article 34: ~~Cal Lab Adult Education Teaches (DELETED)~~

The following provisions apply to ~~certificated teachers employed in the Cal Lab Program and recognized as part of the certificated classroom teacher bargaining unit.~~

~~Section 1.~~ The provisions of Articles 1-8, 13, 16-19, 21, 33, and 37-42 apply to employees covered by this Article.

~~Section 2.~~ The District will maintain the weekly teaching hours of permanent certificated adult school Cal Lab employees in the bargaining unit at the average at which the employees gained permanency up to a maximum average of thirty (30) hours per week. Additional hours may be assigned to permanent unit members on a volunteer basis for service beyond the thirty (30) hours per week.

- ~~1.~~ The District will assign teaching duties to non-permanent unit members based on the needs of the District.
- ~~2.~~ The provisions of this section do not prohibit the lawful layoff or termination of employees in compliance with applicable law.
- ~~3.~~ For further information regarding the employment and assignment of employees in the bargaining unit refer to applicable provisions of the Education Code, see Supplement 1 to this Article.

~~Section 3.~~ The District will pay bargaining unit members as set forth in the provisions of Supplement 2 to this Article. Effective the 2001-2002 school year, effective the 2002-2003 school year, and effective the 2003-2004 school year, the District will increase the salary schedule by the percentage of the funded California State COLA applicable to adult schools for those respective school years. The provisions of this subsection constitute all adjustments to the salary schedule for the term of the agreement.

~~Section 4.~~ The following days shall be unpaid holidays:

- ~~1.~~ Labor Day
- ~~2.~~ Veterans Day
- ~~3.~~ Thanksgiving Day
- ~~4.~~ Day after Thanksgiving
- ~~5.~~ Christmas Day
- ~~6.~~ New Year's Day
- ~~7.~~ Winter Break
- ~~8.~~ Spring Break
- ~~9.~~ Memorial Day
- ~~10.~~ Independence Day
- ~~11.~~ Other Board Designated Holidays for this program. These specified holidays do not affect the designation of various other days as either instructional or non-instructional days for all or part of the bargaining unit.

Section 5. Bargaining unit members shall receive appropriate payroll and personnel services provided other similar unit members (e.g. voluntary tax sheltered annuity deductions and direct payroll deposits).

Section 6. Bargaining unit members shall be notified of their initial assignment at least thirty (30) days in advance of the first day of class for the semester.

1. The District will consider Cal Lab bargaining unit members when making assignments for vacant positions. This provision does not guarantee the assignment but insures that the District considers the option of assigning the unit member. This assignment process will not be used to deny a tenured teacher his or her rights to minimum hours due the employee because of tenure rights.
2. Assignments or initial assignments to a particular class or number of hours per week can be changed for reasons including, but not limited to, curriculum needs, equipment needs, or lack of enrollment or funds.
3. The District may assign unit members to voluntary service substituting in the bargaining unit at the substitute pay rate. Unit members can volunteer to substitute for another bargaining unit member at the volunteer's regular hourly rate.

Section 7. All bargaining unit members shall be informed of their service hours within the program by October 1 of each school year. The service hours will be calculated as of the preceding July 1. The service hours credited on July 1 will be used for the purpose of salary schedule placement.

Section 8. The District will provide unit members with one (1) hour of sick leave for each seventeen (17) hours taught by unit members. Tenured unit members qualify for the following other leaves of absence pursuant to Article 22: Bereavement, Jury/Court Summons Leave, Family Medical Leave, Health Leave, Personal Leave, Maternity/Child Care Leave, Industrial Accident and Illness Leave, and Section 20 Miscellaneous provisions.

Section 9. Tenured Cal Lab teachers receive one (1) hour of preparation time per week for teaching two sessions. Part-time Cal Lab teachers receive one-half (1/2) hour of prep time per week for a session at the non-teaching rate.

Section 10. The District will evaluate Permanent (Tenured) unit members at least every other year. The District will evaluate Probationary unit members at least annually and may evaluate other unit members as designated.

Section 11. Class size in currently formulated classes in the Cal Lab Program in the bargaining unit shall, except in unusual circumstances, not exceed thirty (30) in attendance. The district and union may by

mutual agreement consult regarding the possibility of incentives for teaching classes in excess of thirty (30), and by mutual agreement, the parties may implement such incentives.

Section 12. The District will pay for staff development for staff inservice assigned by the District at the non-teaching rate of pay. The District will allow reasonable participation without pay at other District inservices if space is available; with written approval, other inservices with pay may be allowed.

Signature and date

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5:29

5:29

Date: 4/30/13
Time: 5:30 pm

UTR Proposal to WCCUSD

Article 35: Professional Growth (DELETED)

~~Section 1.~~ This article applies only to those members in the bargaining unit who, as of September 1, 1985, did not hold a clear multiple or single subject teaching credential.

~~Section 2.~~ Those members of the bargaining unit to whom this article applies shall develop an individual program of professional growth which consists of 150 clock hours of participation in activities which contribute to competence, performance or effectiveness in the profession of education. This program is to be completed within a five-year period. The five-year period begins September 1, 1985, or on the date that a credential takes effect after September 1, 1985.

~~Section 3.~~ Each unit member who obtains a clear credential after September 1, 1985, shall develop a professional growth plan which may include, but is not limited to, one or more of the following:

- a. ~~A subject the unit member teaches, or reasonably expects to teach, in Kindergarten or in grades 1-12.~~
- b. ~~A field of specialization in which the unit member serves, or reasonably expects to serve, in kindergarten or in grades 1-12. Examples of fields of specialization include, but are not limited to, bilingual education, cross-cultural education and special education.~~
- c. ~~Concepts, principles, and methods of effective teaching, curriculum, and evaluation in kindergarten or in grades 1-12.~~
- d. ~~Concepts and principles of physical, intellectual, social and emotional development among children and youth.~~
- e. ~~Languages and cultural backgrounds of groups of children and youth who attend California schools.~~
- f. ~~Concepts and principles of effective relationships among schools, families, and communities.~~

~~Section 4.~~ Acceptable activities for the implementation of a professional growth plan shall include, but not be limited to the following:

- a. ~~Courses from a regionally accredited college and university.~~
- b. ~~Participation in professional conferences, workshops and lectures by persons of expertise in education.~~
- c. ~~Teacher Education/Computer Center, Teacher Center, staff development or similar educational focused institutions.~~
- d. ~~Service as a mentor teacher.~~
- e. ~~Participation in curriculum development projects.~~
- f. ~~Participation in systematic programs of observation and analysis of teaching.~~

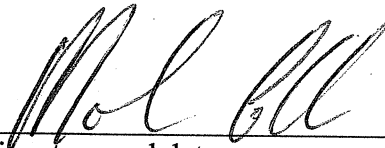
- g. — Participation in alternative work experience programs, paid or voluntary, in which the unit member fulfills new professional responsibilities for a specific period of time.
- h. — Cultural experiences, such as attendance at museums or musical, dramatic or dance productions, or cross-cultural immersion in the language and culture of an ethnic or national group which enhance effectiveness as a teacher in the West Contra Costa Unified School District.
- i. — Service in a leadership role in a professional organization.
- j. — Participation in educational research or innovation efforts
- k. — Creative endeavors in areas such as television, music or art that are educationally related.
- l. — Publication of professional articles in a professional journal.
- m. — Travel related to teaching area and credential area.
- n. — Participation as an exchange teacher.
- o. — Participation in a speakers' bureau or on talk shows on education-related committees.
- p. — Membership on state or local education-related committees.
- q. — Service as a master teacher for student teachers.
- r. — Staff meeting called by bargaining unit member's immediate supervisor or other administrator.

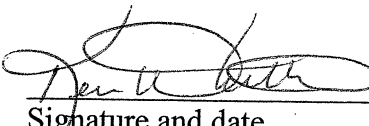
Section 5. A clock hour is determined by the actual time spent in the activity with the following exception: for course taken from an accredited college or university, each semester unit shall equal fifteen (15) clock hours, and each quarter unit shall equal ten (10) clock hours.

Section 6. Prior to beginning an activity which could accumulate clock hours, the member of the bargaining unit shall submit the proposed plan to his/her immediate supervisor. Within ten (10) working days, the immediate supervisor shall review the proposed plan. If the proposed plan is in conformance with Section 3, then the immediate supervisor shall sign off the proposed plan. If the proposed plan is not in conformance, then the reasons for non-conformance shall be placed in writing by the immediate supervisor. If the member of the bargaining unit desires to amend an already approved activity for accumulation of clock hours, the same process shall be followed.

Section 7. The immediate supervisor shall approve or disapprove of proposed plans independently of any evaluation that may affect the unit member's employment status.

Section 8. Upon completion of the activity, the member of the bargaining unit shall submit to his/her immediate supervisor a form which contains the following information: type of activity engaged in, dates of the activity, and the number of clock hours spent in the activity and relevance of the activity to the goals of the plan. The immediate supervisor shall sign the form and submit it to the District Human Resources Office with a copy of the signed form to the member of the bargaining unit. This shall constitute the necessary verification that the member of the bargaining unit has completed the number of clock hours specified on the form.

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5:30 PM

Date: 4/30/13
Time: 5:32

UTR Proposal to WCCUSD

Article 42: Miscellaneous Provisions

Section 1. Individual Contracts.

Any individual contract between the Board and an individual member of this bargaining unit shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

1. Individual contracts for Temporary and Probationary employees as well as tenure notification shall be issued by September 15 of each year or within 15 days of appointment, whichever is later.

Section 2. Distribution of Agreement. Following ratification of this Agreement by both parties herein, said parties shall share equally the cost of preparing and distributing a sufficient number of copies to all members of the bargaining unit.

Section 3. Education Reform

The United Teachers of Richmond/CTA/NEA uphold that adequate and equitable school funding is the first step toward building school capacity that ensures equal education and economic opportunity for all students.

To meet that end the United Teachers of Richmond/CTA/NEA and the West Contra Costa Unified School District shall create a Joint Committee to explore all aspects of Educational Reform. The Joint Committee shall be convened no later than 30 days from ratification of both parties.


This Joint Committee shall convene during the duration of this Agreement to bring forward recommendations for implementation no later than April 1, ~~2011~~ 2015. These recommendations shall be brought back for negotiations between the parties.

The Joint Committee shall be comprised of equal parts United Teachers of Richmond/CTA/NEA designated representatives and West Contra Costa Unified School District designated representatives.

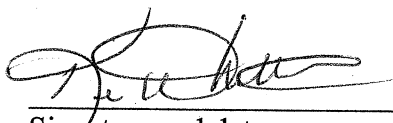
In addition the Joint Committee shall have the capability and support from both the United Teachers of Richmond/CTA/NEA and the West Contra Costa Unified School District to bring any and all required resources to assist the committee as mutually agreed upon.

Section 4 Side Letters and Memorandums of Understanding

Upon ratification of this Agreement, the parties agree to assign designees to review all Side Letters and Memorandums of Agreements to ascertain whether said agreements shall be added/modified and/ or deleted from the Collective Bargaining Agreement.

 4/30/13

Signature and date

 4/30/13

Signature and date

Date: 4/30/13
Time: 5:33

UTR Proposal to WCCUSD

Article 50: Multi-Track Year-Round Schools (MTYRS) (DELETED)

Section 1. General

Provisions of this agreement not preempted by this Article also apply to unit members in Multi-Track Year-Round School.

Section 2. Calendar

- ~~1. The work year for teachers assigned to MTYRS shall be contained within one fiscal year.~~
- ~~2. The 1993-94 work for MTYRS teachers shall consist of 175 teaching days, including staff development days and two (2) additional work days in accord with Article 22, Section 1.~~
- ~~3. Minimum days for students shall be scheduled on the last day of every track cycle for 1993-94. Other minimum days shall be in accord with Article 22, Sections 2 and 3.~~

Section 3. Hours of Employment and Duty Assignments.

- ~~1. All provisions of the MTYRS work day configuration shall conform to Article 10 except as modified by this section.~~
 - ~~a. Instructional time for kindergarten teachers shall be limited to 1,030 minutes per week including recess. Preparation time shall be 515 minutes per week.~~
 - ~~b. Instructional time for teachers in grades 1-3 shall not exceed 1,460 minutes per week. At least 100 minutes per week of preparation time shall be provided.~~
 - ~~c. Instructional time for teachers in grades 4-6 shall not exceed 1,515 per week. At least 50 minutes per week of preparation time shall be provided.~~
- ~~2. Specialists assigned to MTYRS may work a modified work year as follows:~~
 - ~~a. Specialists including resource teachers, speech therapists, subject matter specialists, school psychologists and others may extend or vary their work years. A mutually agreeable work calendar and/or number of added days will be established through consultation between the specialist and his/her immediate supervisor with approval of the Assistant Superintendent, Human Resources, no later than thirty (30) school days from the beginning of the specialist's work year.~~
 - ~~b. If a mutually agreeable assignment cannot be arranged and approved, specialists will be assigned by the Assistant Superintendent, Human Resources, or his/her designee. Such involuntary assignment shall be to a traditional schedule, a MTYRS track, or an alternate work year consisting of the same number of work days, and blocks of vacation days as other MTYRS teachers. An involuntary transfer may be made only if the education related needs of the school cannot be met by agreement or involuntary assignment.~~
 - ~~c. Extension of a specialist contract shall be voluntary and shall be compensated at the per diem rate.~~
 - ~~d. District determined work days not included in a specialist's contract shall be posted and offered to qualified and available unit members at the per diem rate.~~

- ~~_____ e. Work schedules of newly hired specialists shall be assigned in accord with the needs of the District.~~

Section 4. Initial Assignment, Transfer/Reassignment, Track Change.

- ~~1. For the 1993-94 initial assignment only, teachers who wish to transfer out of a school designated as MTYRS shall have first priority for any posted vacancy for which they qualify.~~
- ~~2. The District will make every reasonable effort to assign unit member spouses to the same track if requested.~~
- ~~3. The District will make every reasonable effort to assign the children of unit members at MTYRS to the same track as that to which the member is assigned.~~
- ~~4. A teacher reassigned from one track to another after the first work day shall receive one (1) day planning and preparation time before beginning the new assignment.~~
- ~~5. A transfer or reassignment of a full-time unit member shall not result in a reduced annual salary below that of a full-time equivalent. Teachers shall be assigned to work during intersession or other daily assignments in order to assure fulfillment of a full contract work year for salary credit purposes and STRS purposes.~~
- ~~6. If a transfer or reassignment results in additional days of service, compensation shall be at the per diem rate.~~

Section 5. Exchange Days

- ~~1. Teachers at anytime they are "on track," may voluntarily exchange days with an "off-track" teacher without loss of pay, benefits, or sick leave. Each teacher shall be able to utilize ten (10) exchange days.~~
- ~~2. Teachers shall notify the site administrator at least three (3) days in advance with the name of the teacher's replacement and the length of the exchange.~~
- ~~3. Teachers shall have the responsibility of arranging exchanges with other teachers, and the District has no responsibility for enforcement.~~

Section 6. Track Assignment and Transfer

- ~~1. Transfer from one track to another track within a MTYRS school shall be according to the reassignment procedure of Article 14 of the Contract.~~
- ~~2. The parties agree to reconsider this issue at an MTYRS school following the 1995-96 reassignment process and, if requested by either party, in 1996-97 execute transfer from one track to another pursuant to Article 14 of the Contract.~~

Section 7. Staff Development

- ~~1. The District shall make every effort to ensure that all teachers have equitable access to Staff Development.~~
- ~~2. Teachers shall not be required to attend Staff Development sessions when they are off track.~~
- ~~3. In the event that a staff development day is scheduled on the end-of-track student minimum day, teachers shall be required to attend staff development for no longer than that minimum day. They may use the balance of the work day for end-of-track preparations.~~

Section 8. Preparing to Come "On Track"

- ~~1. On the weekend immediately preceding the beginning of a track cycle, the site shall be accessible to teachers between 9:00 a.m. and 3:00 p.m. on Saturday. Teachers shall notify the principal no later than the Monday preceding the beginning of a new track cycle if they will need access to the site on the following Saturday.~~

2. ~~A teacher wishing to prepare his/her room for coming "on track" during the week prior to the return of students may do so after prior notice to the principal indicating dates and times.~~
3. ~~Time spent preparing to come "on track" during the week prior to return of students will be compensated at the Adult School Rate to a maximum of five (5) hours per track change.~~

Section 9. Storage


1. ~~Reasonable secured storage and assistance in moving as needed shall be provided to MTYRS teachers.~~

Section 10. Union Leave

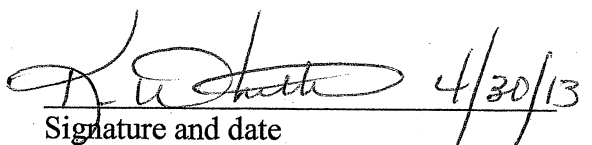
1. ~~Two additional days of Union leave shall be provided pursuant to Article 13, section 1. The Union shall pay the cost of substitutes replacing employees for the additional days.~~

Section 11. Termination of MTYRS

~~If the District adopts and implements a MTYRS program and then later decides to modify or eliminate part or all of such program, it shall give reasonable prior notice to the Union so that the District and the Union can explore possible solutions to the problems that some teachers may have with the change in schedule.~~


Signature and date

5:33 PM


Signature and date

5:33 PM

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

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education

Meeting Date: June 12, 2013

From: Sheri Gamba 
Associate Superintendent Business Services

Agenda Item: F.2

Subject: Public Hearing Resolution #93-1213-Approving Engineer's Report, Confirming Diagram and Ordering Levy of Assessment for Fiscal Year 2013-2014

Background Information: The Board will hold a public meeting and hear any public comments with regard to the Maintenance and Recreation Assessment District for 2013-14. Staff and the engineer will be available to answer questions on the Maintenance and Recreation Assessment District.

After the public hearing the board may adopt "A Resolution Approving Engineer's Report, Confirming Diagram and Assessment and Ordering Levy of Assessment for Fiscal Year 2013-14." The resolution gives final approval to the engineer's report and directs that the assessment diagram and assessments be filed with the county. The district will receive funds at the time it receives property tax payments. Proceeds of the MRAD will be deposited in a separate account.

This is the third and final resolution in the process of levying an annual assessment. On March 20th the board adopted a resolution ordering the preparation of the engineer's report and then on April 24th, adopted a resolution calling a public meeting for June 12th, and causing notice of that meeting to be published.

Recommendation: Recommend approval of this resolution for MRAD.

Fiscal Impact: \$5,580,144 for Revenue for MRAD Fund

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

BOARD OF EDUCATION
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 93-1213

A RESOLUTION APPROVING ENGINEER'S REPORT, CONFIRMING DIAGRAM AND
ASSESSMENT AND ORDERING THE CONTINUATION OF THE LEVY OF THE
ASSESSMENTS FOR FISCAL YEAR 2013-14

RESOLVED, by the Board the Education (the "Board") of the West Contra Costa Unified School District (the "District"), County of Contra Costa, State of California, that

WHEREAS, by its Resolution No. 73-1213, A Resolution Directing Preparation of Annual Report for the West Contra Costa Unified School District Maintenance and Recreation Assessment District (the "Assessment District"), this Board designated SCI Consulting Group as Engineer of Work and ordered said Engineer to make and file a report in writing in accordance with and pursuant to the Landscaping and Lighting Act of 1972;

WHEREAS, the report was duly made and filed with the Clerk of the Board and duly considered by this Board and found to be sufficient in every particular, whereupon it was determined that the report should stand as the Engineer's Report for all subsequent proceedings under and pursuant to the aforesaid resolution, and that June 12, 2013, at the hour of 6:30 p.m. in the Lovonya DeJean Middle School Cafeteria, 3400 Macdonald Ave., Richmond, CA 94805, were appointed as the time and place for a hearing by this Board on the question of the levy of the proposed continued assessment, notice of which hearing was given as required by law; and

WHEREAS, at the appointed time and place the hearing was duly and regularly held, and all persons interested and desiring to be heard were given an opportunity to be heard, and all matters and things pertaining to the levy of the continued assessments were fully heard and considered by this Board, and all oral statements and all written protests or communications were duly heard, considered and overruled, and this Board thereby acquired jurisdiction to order the levy and the confirmation of the diagram and assessment prepared by and made a part of the Engineer's Report to pay the costs and expenses thereof;

NOW, THEREFORE, IT IS FOUND, DETERMINED AND ORDERED, that:

1. The public interest, convenience and necessity require that the levy be made.
2. The Assessment District benefited by the improvements and assessed to pay the costs and expenses thereof, and the exterior boundaries thereof, are as shown by a map thereof filed in the office of the Clerk of the Board, which map is made a part hereof by reference thereto.
3. The Engineer's Report as a whole and each part thereof, to wit:

(a) the Engineer's estimate of the itemized and total costs and expenses of maintaining the improvements and of the incidental expenses in connection therewith;

(b) the diagram showing the assessment district, plans and specifications for the improvements to be maintained and the boundaries and dimensions of the respective lots and parcels of land within the Assessment District; and

(c) the assessment of the total amount of the cost and expenses of the proposed maintenance of the improvements upon the several lots and parcels of land in the Assessment District in proportion to the estimated special benefits to be received by such lots and parcels, respectively, from the maintenance, and of the expenses incidental thereto; are finally approved and confirmed.

4. Final adoption and approval of the Engineer's Report as a whole, and of the plans and specifications, estimate of the costs and expenses, the diagram and the assessment, as contained in the report as hereinabove determined and ordered, is intended to and shall refer and apply to the report, or any portion thereof as amended, modified, or revised or corrected by, or pursuant to and in accordance with, any resolution or order, if any, heretofore duly adopted or made by this Board.

5. The assessment to pay the costs and expenses of the maintenance of the improvements for fiscal year 2013-14 is hereby levied. For further particulars pursuant to the provisions of the Landscaping and Lighting Act of 1972, reference is hereby made to the Resolution Directing Preparation of Engineer's Report.

6. Based on the oral and documentary evidence, including the Engineer's Report, offered and received at the hearing, this Board expressly finds and determines (a) that each of the several lots and parcels of land will be specially benefited by the maintenance of the improvements at least in the amount if not more than the amount, of the assessment apportioned against the lots and parcels of land, respectively, and (b) that there is substantial evidence to support, and the weight of the evidence preponderates in favor of, the aforesaid finding and determination as to special benefits.

7. Immediately upon the adoption of this resolution, but in no event later than the third Monday in August following such adoption, the Clerk of the Board shall file a certified copy of the diagram and assessment and a certified copy of this resolution with the Auditor of the County of Contra Costa. Upon such filing, the County Auditor shall enter on the County assessment roll opposite each lot or parcel of land the amount of assessment thereupon as shown in the assessment. The assessments shall be collected at the same time and in the same manner as County taxes are collected and all laws providing for the collection and enforcement of County taxes shall apply to the collection and enforcement of the assessments. After collection by the County, the net amount of the assessments, after deduction of any compensation due the County for collection, shall be paid to the West Contra Costa Unified School District.

8. The moneys representing assessments collected by the County shall be deposited in the District Treasury to the credit of the improvement fund previously established under the distinctive designation of the Assessment District. Moneys in the improvement fund shall be expended only for bond expenses, maintenance, servicing, construction or installation of the improvements.

PASSED AND ADOPTED this 12th day of June 2013, by the following vote:

AYES :

NOES:

ABSENT:

ABSTAIN:

PRESIDENT, BOARD OF EDUCATION

CLERK OF THE BOARD

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: June 12, 2013

From: Bruce Harter

Agenda Item: F.3

Subject: Modification to Board Calendar / Additional Study Session

Background Information:

In order to accommodate Board members schedules, the regular August meeting needs to be moved from Wednesday, August 14 to Monday, August 12.

In moving into the 2013-14 school year, Board President Madeline Kronenberg and Member Todd Groves have requested a special workshop meeting to focus on the data around and the strategies to improve the performance of WCCUSD schools ranked in Decile 1 by their ranking among their comparator schools. The preferred date to hold that meeting would be Wednesday, August 7.

Recommendation:

That the Board approve the change of the regular August meeting from August 14 to August 12, 2013 and that the Board hold a special meeting to review improvement plans for schools in Decile 1 on August 7, 2013.

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: June 12, 2013

From: Steve Collins
SELPA Director

Agenda Item: F.4

Subject: Special Education Annual Service Plan & Budget

Background Information:

Assembly Bill AB602, Chapter 654, Statutes of 1997 added new requirements to the Special Education Local Plan. AB602 requires SELPAs to submit Annual Budget and Service plans. These plans must be adopted at public hearings. As required in Education Code (EC) Section 56205, these plans must identify expected expenditures and include a description of services and the physical location of these services. The Local Budget and Service Plans must demonstrate that all individuals with exceptional needs have access to services and instruction appropriate to meeting their needs as specified in their IEPs.

Annual Service Plan:

The Annual Service Plan must include a complete detailed description of special education services provided by each district and/or SELPA. This description must include:

- A. The nature of the services, including Related Services
- B. The physical location where the services are provided which may include:
 - 1. Alternative Schools
 - 2. Charter Schools
 - 3. Opportunity Day Schools operated by school districts
 - 4. Community Day Schools operated by the County Office of Education regardless of whether the district or County Office of Education participates in the Local Plan.
 - 5. Nonpublic Schools/agencies

The Service Plan description must demonstrate that all individuals with exceptional needs have access to services and instruction appropriate to meet their needs as specified in their individual education programs.

Annual Budget Plan:

The Annual Budget Plan identifies expected expenditures for all items listed below:

- A. Funds received in accordance with Chapter 7.2 (Special Education Funds)
- B. Administrative Costs of the Plan
- C. Special Education Services to pupils with severe disabilities as defined by IDEA 2004 including 'Low Incidence' Disabilities (deaf, hard of hearing, blind, visually impaired, and orthopedically handicapped students)
- D. Special Education services to pupils with non-severe disabilities as defined by IDEA 2004.
- E. Supplemental aids and services to meet the individual needs of pupils placed in regular classrooms and environments.
- F. Regionalized operations and services and direct instructional support by Program Specialists
- G. The use of property taxes allocated to special education pursuant to Section 2572.

The Annual Budget Plan may be revised during any fiscal year according to the policymaking process. Accordingly, the West Contra Costa Unified School District SELPA’s Annual Service Plan and Annual Budget Plan have been updated and reviewed, as is required by California Department of Education.

Complete copies of the Local Plan and Budget Plan are available at www.wccusd.net under the Special Education department website.

Recommendation: Board Approval

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION		
Motion by: _____	Seconded by: _____	
Approved _____	Not Approved _____	Tabled _____

CERTIFICATION OF ANNUAL SERVICE PLAN

1. Check one, as applicable: <input checked="checked" type="checkbox"/> Single District <input type="checkbox"/> Multiple District <input type="checkbox"/> District/County		
County-District-School Code/Special Education Local Plan Area (SELPA) Code 0712/0761796	SELPA Name West Contra Costa	Application Date June 12, 2013
SELPA Address 2465 Dolan Way	SELPA City San Pablo	SELPA Zip code 94806
Name SELPA Director (Print) Steve Collins, SELPA Director		SELPA Director's Telephone Number (510) 307-4633
2. CERTIFICATION BY AGENCY DESIGNATED AS ADMINISTRATIVE AND FISCAL AGENCY FOR THIS PROGRAM (Responsible Local Agency [RLA] or Administrative Unit [AU])		
RLA/AU Name West Contra Costa SELPA	Name/Title of RLA Superintendent (Type) Bruce Harter, Superintendent	Telephone Number (510) 231-1101
RLA/AU Street Address 1108 Bissell Avenue	RLA/AU City Richmond	RLA/AU Zip code 94801
Date of Governing Board Approval June 12, 2013		

Certification of Approval of Annual Service Plan Pursuant to California *Education Code* Section 56205(b)

I certify that the Annual Service Plan was developed according to the SELPA's local plan governance and policy making process. Notice of this public hearing was posted in each district within the SELPA at least 15 days prior to the hearing.

The Annual Service Plan was presented for public hearing on June 12, 2013.

Adopted this twelfth day of June, 2013.

Signed: _____
RLA/AU Superintendent

FOR CALIFORNIA DEPARTMENT OF EDUCATION USE ONLY

Received by the State Superintendent of Public Instruction: Date: _____ By: _____

**CERTIFICATION OF ANNUAL BUDGET PLAN
FISCAL YEAR 2013-14**

1. Check one, as applicable: <input checked="" type="checkbox"/> Single District <input type="checkbox"/> Multiple District <input type="checkbox"/> District/County		
County-District-School Code/Special Education Local Plan Area (SELPA) Code 0712/0761796	SELPA Name West Contra Costa	Application Date June 12, 2013
SELPA Address 2465 Dolan Way	SELPA City San Pablo	SELPA Zip code 94806
Name SELPA Director (Print) Steve Collins, SELPA Director		SELPA Director's Telephone Number (510) 307-4633
2. CERTIFICATION BY AGENCY DESIGNATED AS ADMINISTRATIVE AND FISCAL AGENCY FOR THIS PROGRAM (Responsible Local Agency [RLA] or Administrative Unit [AU])		
RLA/AU Name West Contra Costa SELPA	Name/Title of RLA Superintendent Bruce Harter, Superintendent	Telephone Number (510) 231-1101
RLA/AU Street Address 1108 Bissell Avenue	RLA/AU City Richmond	RLA/AU Zip code 94801
Date of Governing Board Approval June 12, 2013		

Certification of Approval of Annual Budget Plan Pursuant to California Education Code Section 56205(b)

I certify that the Annual Budget Plan was developed according to the SELPA's local plan governance and policy making process. Notice of this public hearing was posted in each school within the SELPA at least 15 days prior to the hearing.

The Annual Budget Plan was presented for public hearing on June 12, 2013.

Adopted this twelfth day of June, 2013.

Signed: _____
RLA/AU Superintendent

ANNUAL BUDGET PLAN FISCAL YEAR 2013-14 PRELIMINARY

The Annual Budget Plan shall identify expected expenditures for all items required by this part as listed below. The *Standardized Account Code Structure* (SACS) codes provide source information from the local educational agency (LEA) reporting.

	Reference/Label	Instructions	Estimated Totals
A	Funds received in accordance with Chapter 7.2 (commencing with California <i>Education Code</i> [EC] Section 56836) (Special Education Program Funding)	SACS Resource Code 6500 (State), 3300-3499 (Federal) 6512-6535 (General Fund) District Contribution	34,482,717 19,521,391
B	Administrative costs of the plan	SACS Goal Code 5001 Function 2100	3,135,456
C	Special Education services to pupils with: (1) severe disabilities , and (2) low-incidence disabilities	SACS Goal Code 5710	690,962
		SACS Goal Code 5730	3,676,839
		SACS Goal Code 5750	22,715,340
D	Special education services to pupils with non-severe disabilities	SACS Goal Code 5770	21,554,041
E	Supplemental aids and services to meet the individual needs of pupils placed in regular education classrooms and environments	Any SACS Goal Code with SACS Function Code 1130 ¹	1,078,893
F	Regionalized operations and services, and direct instructional support by program specialists in accordance with Article 6 (commencing with Section 56836.23) of Chapter 7.2. (SELPA Program Specialists Funding)	SACS Goal Code 5050	-0-
		SACS Goal Code 5060	1,152,576
G	The use of property taxes allocated to the special education local plan area pursuant to <i>EC</i> Section 2572.	Statement is included in Local Plan	

¹ Function Activity Classification can be located at:
<http://www.cde.ca.gov/be/ag/ag/yr08/mar08item24a6.doc>

FOR CALIFORNIA DEPARTMENT OF EDUCATION USE ONLY

Received by the State Superintendent of Public Instruction: Date: _____ By: _____

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: June 12, 2013

From: Bill Fay
Associate Superintendent for Operations

Agenda Item: G.1

Subject: Project Status Report

Background Information:

The following are provided for review of Facilities Planning and construction in the District's Bond Program and for information regarding individual projects:

- Engineering Officer's Report – Verbal Presentation
- Construction Status Reports – Current Construction Projects

Recommendation: For information only

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

PROJECT STATUS REPORT

De Anza High School - Replacement Campus

Period Ending: 5/31/2013

Scope: Replacement Campus

Construction Status:

Architect: DLM Architects
 Project Manager: Jose Chapa, SGI Construction Management
 Project Engineer: Marc Alojapan, SGI Construction Management
 Contractor: Wright Contracting Inc.
 Inspector: Steve Cayson
 WCCUSD Mgr: Andrew Mixer

Contract Status:

Notice to Proceed: 05/17/2010

	Original	Approved	Projected
Construction Schedule (days):	1,080	171	1,308
Original Completion Date:	05/01/2013		
Projected Completion:	12/15/2013		

Buildings:

Building 1 Administration & Library
 Building 2 & 3 Theater & Arts/Delta School
 Building 4 Special Education
 Building 5 Science
 Building 6 & 7 Classrooms
 Building 8 Gymnasium
 Building 9 Cafeteria
 Building 11, 12, & 13... Lobby, Breezeway, & Entrance Structure/Portico

Progress This Period:

- Building 1- Health Department Inspection
- Building 1, 8, & 9-HVAC, EMS, & Lighting Controls Commissioning
- Building 1, 2, 3, 4, 5, 7, 9 - Computer Installation
- All Buildings - Punch-list Back-Check
- All Buildings - Furniture Installation
- Exterior Site Work - Punch-list Inspection, Back-Check
- Installation of Data Drops and Wireless Access
- PV System - Back Check
- HVAC Unit - Back-Check
- Coordination and Initiation of Move-In

Anticipated Progress Next Period:

- Building 1, 8, & 9-HVAC, EMS, & Lighting Controls Commissioning
- Building 1, 2, 3, 4, 5, 7, 8, 9 - Computer Installation
- All Buildings - Furniture Installation
- Doors - Exterior and Interior Back-Check
- Installation of Data Drops and Wireless Access - Inspection
- Site Work - Punch-list Inspection, Back-Check
- PV System - Monitoring Kiosk Cover Installation
- Continuation of Move-In

Schedule Assessment/Update:

Construction Duration (Calendar Days):	1,308
Construction Calendar Days Elapsed:	1,108
Construction Calendar Days Remaining:	200
Percent of Contract Calendar Days Elapsed:	84%
Percent of Construction Completed:	85%

Percentage of Work Done 85% Total Project

Milestone 1: New Construction	100%
Milestone 2: Commissioning	100%
Milestone 3: Furniture & Move-In	25%

Proposed Changes:

General Comment:

Notice of Completion of Milestone No. 1: New Campus, issued on April 11, 2013.
 Current Phase: Furniture Installation and Move-In of New School Campus
 Next Phase - Demolition and Abatement of Existing School Campus.

Progress Photos: 5/31/2013



De Anza HS- Quad - Grass Area



Building No. 1 - Administration - Office



Building No. 5 - Science Classroom

PROJECT STATUS REPORT

Gompers and LPS Richmond Schools - New Construction

Period Ending: 5/30/2013

Scope: New Construction

Construction Status:

Architect: HMC Architects
Project Manager: Tim Peel, SGI Construction Management
Project Engineer: Gaile Suarez, SGI Construction Management
Contractor: Lathrop Construction Associates
Inspector: Roy Moreno
WCCUSD Mgr: Andrew Mixer

Contract Status:

Notice to Proceed: 08/20/2012
Original Approved Projected
Construction Schedule (days): 1,090
Original Completion Date: 08/15/2015
Projected Completion: 08/15/2015

Buildings:

Building A Leadership Public Schools
Building B Shared Gymnasium
Building C Gompers High School

Progress This Period:

- Building A - Pan deck welding. Underslab plumbing and electrical.
- Building B - Architectural concrete wall in progress and steel erection.
- Building C - Foundation construction, underslab plumbing and electrical.

Anticipated Progress Next Period:

- Building A - Rough Plumbing and Electrical, SOG & SOD.
- Building B - Architectural concrete walls and steel erection. Underslab electrical and plumbing.
- Building C - Architectural concrete and steel erection.

Schedule Assessment/Update:

Construction Duration (Calendar Days):	1,090
Construction Calendar Days Elapsed:	282
Construction Calendar Days Remaining:	808
Percent of Contract Calendar Days Elapsed:	25%
Percent of Construction Completed:	25%

Percentage of Work Done	25%	Total Project
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Proposed Changes:

General Comment:

Progress Photos: 5/30/2013



Building A - Steel & Pan Decking



Building B - Portal Walls



Building C - Underslab Plumbing

PROJECT STATUS REPORT

Helms Middle School - Sports Field and Landscaping

Period Ending: 5/30/2013

Scope: Sports Field and Landscaping Project

Construction Status:

Architect: Baker Vilar Architects
Project Manager: Hector DeLeon, SGI Construction Management
Project Engineer: Maria Zupo
Contractor: Robert A. Bothman, Inc.
Inspector: Brad Williamson
WCCUSD Mgr: Eduardo Donoso

Contract Status:

Notice to Proceed:	1/7/2013		
	Original	Approved	Projected
Construction Schedule (days):	395	0	471
Original Completion Date:	02/06/2014		
Projected Completion:	5/12/2014		

Buildings:

Building 1	Boys & Girls Restrooms
Building 2	Storage Building
Building 2	Community Center Pad Prep.

Progress This Period:

- The Community Center Pad is complete.
- Utilities are underway.
- The General Contractor has poured one retaining wall adjacent to the apartments and the retaining wall at Road 20 is under construction.
- Also completed is the removal of all the Chlordane-impacted soil.
- Rough grading is nearing completion and non-expansive import fill will be starting shortly.

Anticipated Progress Next Period:

- Completion of the Community Center utilities for turn over.
- All field electrical and irrigation work.
- Foundation for the New Restroom Building and Storage Building will be poured.

Schedule Assessment/Update:

Construction Duration (Calendar Days):	471
Construction Calendar Days Elapsed:	146
Construction Calendar Days Remaining:	325
Percent of Contract Calendar Days Elapsed:	30%
Percent of Construction Completed:	15%

Percentage of Work Done	15%	Total Project
Demolition	100%	5%
Clearing & Grubbing	100%	3%
Import Soil	20%	10%
Community Center Bldg Pad	75%	15%

Proposed Changes:

There are changes to the utility lines to Community Center. West County Wastewater District requested a new manhole cover and redirection from the New Restroom Building. A new irrigation controller will be required to augment the existing controller. District requested additional electrical conduits for future lighting and security cameras.

General Comment:

General Contractor is fully mobilize and is working on all areas of the site. Concrete is being poured and rough grading is nearing completion and we will be ready for the non-expansive fill and base rock.

Progress Photos: 5/30/2013



Community sanitary sewer trenching and rough in.



Concrete retaining wall forms and rebar around track at Road 20



Chlordane-impacted soil removed from field area.

PROJECT STATUS REPORT

Period Ending: 5/30/2013

Scope: Abatement & Selective Demolition

Construction Status:

Architect: Interactive Resources
Project Manager: Eddie Law, SGI Construction Management
Project Engineer: Verna Van, SGI Construction Management
Contractor: Performance Abatement Services
Inspector: Mark Eriksen
WCCUSD Mgr:

Contract Status:

Notice to Proceed:	5/13/2013	Original	Approved	Projected
Construction Schedule (days):	185			
Original Completion Date:	11/14/2013			
Projected Completion:	11/14/2013			

Buildings:

Building A	Main Classroom Building & Boiler Room
Building B	Kindergarten Classrooms
Building D	Multi-Use Building

Progress This Period:

- Mobilization
- Installation of Perimeter Fence, Gates, and Green Screen
- Building A - Removal of Debris, Clean Up, Floor Protection of Second Floor, and Historical Treatment
- All Classroom Buildings - Demolition of Casework, Bathrooms, and Off-haul
- Kindergarten and Canopy - Abatement

Anticipated Progress Next Period:

- All Buildings - Continue Abatement
- Building A - Continue Historical Treatment
- Building A - Selective Demolition
- Building B and D - Demolition

Schedule Assessment/Update:

Construction Duration (Calendar Days):	185
Construction Calendar Days Elapsed:	18
Construction Calendar Days Remaining:	167
Percent of Contract Calendar Days Elapsed:	9%
Percent of Construction Completed:	5%

Percentage of Work Done

5%

Total Project

Milestone 1: New Construction	100%
Milestone 2: Commissioning	100%
Milestone 3: Furniture & Move-In	25%
Milestone 4: Demo of (E) School	0%

Proposed Changes:

General Comment:

Progress Photos: 5/30/2013



Nystrom ES - Fence Installation



Nystrom ES - Building A - 2nd Floor - Floor Protection



Building B - Classroom Abatement

PROJECT STATUS REPORT

Ohlone Elementary School - West Campus

Period Ending: 5/30/2013

Scope: Ground up Construction of 2 buildings, landscaping and play grounds. Phase I & II.

Construction Status:

Architect: Powell & Partners
Project Manager: Sonya Perkins, SGI Construction Management
Project Engineer: Paul Orr, SGI Construction Management
Contractor: Zovich & Sons Construction Company
Inspector: Mark Eriksen
WCCUSD Mgr: Eduardo Donoso

Contract Status:

Notice to Proceed:	08/01/2011		
	Original	Approved	Projected
Construction Schedule (days):	780		1,064
Original Completion Date:	7/20/2013		
Projected Completion:	6/30/2014		

Buildings:

Bldg. A	New Construction- 2 Story Bldg. / Admin & Classrooms
Bldg. B	Classrooms & Restrooms

Progress This Period:

Building A:

- MEP/ Rough-in continues.
- Installation of drywall at ceilings.
- Mud, taping and technology cabling.
- Installation of stucco finish coat.
- Metal framing, install siding and paint.
- Lath Canopy 3.

Building B:

- Electrical/Technology rough-in continues
- Pulling cables, final coat of stucco and painting.
- Mud & tape corridors.
- Installation of build up roofing & metal roof panels.
- Install siding and paint.

Anticipated Progress Next Period:

- Complete finish coat of stucco on Buildings A & B.
- Drywall, tape & mud in both Building A & B.
- MEP rough-in Building A continues.
- Pulling cables and metal roof installation.
- Build up roofing to continue.
- Install transformer pad.
- Make connection to water main.
- Finalize card reader/camera system changes and start rough-in for this scope of work.
- Install expansion joint on Building A.
- Install piers at Utility Yard for PG&E.
- Install retaining wall and start hardscape.

Schedule Assessment/Update:

Construction Duration (Calendar Days):	1,064
Construction Calendar Days Elapsed:	618
Construction Calendar Days Remaining:	446
Percent of Contract Calendar Days Elapsed:	58%
Percent of Construction Completed:	62%

Percentage of Work Done	62%	Total Project
-------------------------	-----	---------------

Proposed Changes:

General Comment:

Overall the project is progressing.

Progress Photos: 5/30/2013



Siding & Paint Installation



Building B Metal Roofing



Building B Stucco & Painted Siding

PROJECT STATUS REPORT

Peres Elementary School - Modernization

Period Ending: 5/30/2013

Scope: The modernization project consists of renovating nine (9) existing buildings to bring the entire school to current structural and architectural standards.

Construction Status:

Architect: HY Architects
Project Manager: Rod Sias, SGI Construction Management
Project Engineer:
Contractor: Cal-Pacific Construction, Inc.
Inspector: Kris Gilbert
WCCUSD Mgr: Andrew Mixer

Contract Status:

Notice to Proceed:	8/2/2012		
	Original	Approved	Projected
Construction Schedule (days):	78		346
Original Completion Date:	10/19/2012		
Projected Completion:	7/15/2013		

Buildings:

Renovation of existing buildings.

Progress This Period:

- Restroom Renovation-Bldg.1(B &G) - COMPLETED.
- Repair and Paint Stucco Wall-Bldg. E - IN PROGRESS.
- Exterior Painting Bldg. D, F1, F2, F3, F4, H1, H2, - INPROGRESS.
- Phase 2 Covered Canopy - COMPLETED.

Anticipated Progress Next Period:

- Pour Colored Concrete @ Canopy.
- Site Work/Asphalt/Tree Removal.
- Modernization Punch list/Closeout.

Schedule Assessment/Update:

Construction Duration (Calendar Days):	346
Construction Calendar Days Elapsed:	300
Construction Calendar Days Remaining:	46
Percent of Contract Calendar Days Elapsed:	86%
Percent of Construction Completed:	96%

Percentage of Work Done 96% Total Project

Building B - Administration	99%	5%
Building D -Multi-purpose room-	99%	5%
Restrooms - F1, F2, I1 (B & G)	99%	30%
New Canopy	99%	30%
Site Work/Asphalt/Tree Removal	15%	10%
Exterior Painting	99%	20%

Proposed Changes:

General Comment:

Progress Photos: 5/30/2013



Building D Punch-list - COMPLETE



Building E - Painting and Installation of Stucco - IN PROGRESS



Phase 3 Covered Canopy - COMPLETE

PROJECT STATUS REPORT

Portola Middle School -
Period Ending: 5/30/2013

Scope: New Campus Project

Construction Status:

Architect: HY Architects
Project Manager: Jose Chapa, SGI Construction Management
Project Engineer: Rene Barrera, SGI Construction Management
Contractor: Arntz, Builders, Inc.
Inspector: Steve Cayson
WCCUSD Mgr: Ferdie Vergeire

Contract Status:

Notice to Proceed:	5/13/2013			
		Original	Approved	Projected
Construction Schedule (days):	960			
Original Completion Date:	12/29/2015			
Projected Completion:	12/29/2015			

Buildings:

Progress This Period:

- Contractor took ownership of the project on May 13th, 2013.
- Mobilization of Temp Office Trailers (AOR, IOR, GC & CM) on May 17th.
- Abatement activity started on May 28th.(2013).
- Perimeter Construction Fence activity on May 28th.

Anticipated Progress Next Period:

- Demo of existing gas line below grade.
- LEAD Abatement.
- Finish Bldg. A Basement Abatement.
- Bldg. A. basement floor demo.
- Site & Bldgs. Demo.

Schedule Assessment/Update:

Construction Duration (Calendar Days):	960
Construction Calendar Days Elapsed:	18
Construction Calendar Days Remaining:	942
Percent of Contract Calendar Days Elapsed:	1%
Percent of Construction Completed:	1%

Percentage of Work Done	1 %	Total Project
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Mobilization	90%
Start-Up	0%
Abatement	5%
Demolition	0%
Completion	1%

Proposed Changes:

General Comment:

Progress Photos: 5/30/2013



PROJECT STATUS REPORT

Portola Middle School - BLDG Demo & Site Work

Period Ending: 5/29/2013

Scope: Demolition of the Original Portola Middle School with attending Environmental Waste Management and Materials Salvage.

Construction Status:

Architect: HY Architects
 Project Manager: Toby Black, SGI Construction Management
 Project Engineer:
 Contractor: Alten Construction
 Inspector:
 WCCUSD Mgr: Andrew Mixer

Contract Status:

Notice to Proceed:	5/9/2012		
	Original	Approved	Projected
Construction Schedule (days):	225	61	423
Original Completion Date:	12/20/2012		
Projected Completion:	7/6/2013		

Buildings:

Mobilization	Fencing, Trailers, Temporary Utilities & Facilities
Start-Up	Salvaging, 3rd Party Contractors/Vendors
Abatement	Buildings and Portables
Demolition	Site, Buildings and Portables
Completion	Grading, Hydroseeding, Fencing and Demobilization

Progress This Period:

- Contractor has returned to the project site on May 10, 2013
- Mobilization of Grading Contractor
- Rough grading
- Installation of new curb cuts for drive access per encroachment permit.

Anticipated Progress Next Period:

- Finish grading.
- Hydroseeding and SWPPP maintenance.
- Removal of AC paving at the bottom of the site.
- Installation of new concrete curbs at bottom of site at the temp campus.
- Removal of temporary fencing and installation of new. fencing at South West corner of site.

Schedule Assessment/Update:

Construction Duration (Calendar Days):	423
Construction Calendar Days Elapsed:	381
Construction Calendar Days Remaining:	42
Percent of Contract Calendar Days Elapsed:	90%
Percent of Construction Completed:	90%

Percentage of Work Done	90 %	Total Project
Mobilization		100%
Start-Up		100%
Abatement		100%
Demolition		99.9%
Completion		90%

Proposed Changes:

General Comment:

Time extension of 61 days currently in process. Non-compensable time extension is currently under review with a new completion date of July 24, 2013.

Progress Photos: 5/29/2013



Grading operations on the East side



Asphalt removal at bottom of site



Grading operations at the South East corner