

**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**  
July 24, 2013

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

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**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](http://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.

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**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.

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**ATTENDING BOARD MEETINGS:**

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

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

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

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

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

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"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: July 10, 2013**

**C. BUSINESS ITEMS**

**CONSENT ITEMS (Routine Matters)**

Consent Calendar Items designated by “CI” are considered routine and will be enacted, approved and adopted by one motion, unless a request for removal, discussion or explanation is received from any Board member or member of the public in attendance. Items the Board pulls for discussion or explanation will be addressed following Section E.

**\*CI C.1 Grants/Awards/Agreements**

Comment:

Formal action is requested from the Board of Education to accept the grants/awards/agreements as detailed, dated July 24, 2013.

Recommendation:

Recommend Approval

Fiscal Impact:

As noted per grants summary

**\*CI C.2 Contracted Services**

Comment:

Permission is requested of the Board of Education to approve the following contracts for services as detailed, dated July 24, 2013.

Recommendation:

Recommend Approval

Fiscal Impact:

As noted per contracts summary

**\*CI C.3 Annual Renewal of Continuing Services**

Comment:

Permission is requested of the Board of Education to approve the following contracts for services as detailed, dated July 24, 2013.

Recommendation:

Recommend Approval

Fiscal Impact:

As noted per contracts summary

**\*CI C.4 Disposal of Obsolete and Damaged District Personal Property for the School Year 2013-14**

Comment:

Per Board Policy BP 3279 Sale and Disposal of Books, Equipment and Supplies (Personal Property) and Administrative Regulation AR 3270 the Governing Board recognizes that the District may own personal property which is unusable, obsolete, or no longer needed by the district. The Purchasing Department shall arrange for the sale or disposal of District personal property in accordance with Board policy and the requirements of state law.

Recommendation:

Recommend Approval

Fiscal Impact:

No cost to the District

**\*CI C.5 Procurement Contracts for the School Year 2013-14**

Comment:

Under Public Contract Code Section 20118 (K-12) our District is able to utilize the following procurement contracts which have been publicly bid, or negotiated for the use by other public entities. These contracts will be utilized during the school year 2013-14. The contracts will allow the District to procure classroom and teacher materials and supplies, along with computers, equipment, and services at a discounted rate saving the District time and money.

Alameda County Corporate Purchasing Agreement  
Alameda County Office of Education Cooperative Purchasing Program  
Apple Computer, Inc  
Val Verde USD Bid #09/10-001 (Southwest School and Office Supplies)  
California Multiple Award Schedules (CMAS)  
CalSave  
County of Los Angeles #43469  
Microsoft Academic SLP #SLP-07-70-0025G  
National Joint Powers Alliance (NJPA)  
NJPA Emergency Response Equipment #032509-CDWG  
School Specialty California Educational Resource Program Contract #V-4  
Toshiba America Business Solutions, Inc. (TABS) Glendale USD Contract #P-12  
The Cooperative Purchasing Network (TCPN)  
US Communities Government Purchasing Alliance  
Western States Contracting Alliance (WSCA) Master Agreement #A63307 (Dell)  
Western States Contracting Alliance (WSCA) Agreement #7-08-70-13 (Cisco)  
Western States Contracting Alliance (WSCA) Agreement #S1523 (Sprint)



Recommendation:

Recommend approval to utilize the above contracts

Fiscal Impact:

None

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

Comment:

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

Recommendation:

Approve Classified Personnel Changes

Fiscal Impact:

None

**\*CI C.7 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 on the attached sheet dated July 24, 2013.

Recommendation:

Recommend Approval

Fiscal Impact:

None

**\*CI C.8 Ratification and Approval of Engineering Services Contracts**

Comment:

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

Recommendation:

Ratify and approve contracts

Fiscal Impact:

Total for this action: \$2,740,015. Funding sources Measure J Bond and Measure D-2010 Bond.

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

Comment:

Staff is seeking ratification of Change Orders on the following current District construction projects: Ellerhorst ES Restroom Repairs; Lincoln ES Restroom Repairs; New Gompers & LPS Richmond Schools; Portola MS Demolition of Existing 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: (\$11,570.00)

**\*CI C.10 Approve Measure J and D 2010, Measure E 2012, Bond Program Budget Expenditure Authorization**

Comment:

The District needs to update the Bond Program Budget to accommodate updated anticipated project costs, based on recently received bids and updated construction estimates. Projects and budgets were presented to the Facilities Subcommittee on June 11, 2013 and July 9, 2013. Motions were approved to send the budgets to the full Board for approval. The expenditure authorization worksheet provided includes these proposed adjustments.

Several other current construction estimates exceed the approved project budgets; therefore an ongoing reconciliation will be needed as projects are bid, closed out, and/or additional expenditures are incurred.

Recommendation:

Approve Measure J and D 2010, Measure E. 2013, Bond Program budget expenditure authorization.

Fiscal Impact:

Updated budgets for Measure J and D 2010, Measure E 2012 Bond Program.

**\*CI C.11 Ratification of Staff Awarded Contract: Kennedy HS Kitchen Flooring**

Comment:

HMR Architects has prepared plans and specifications for the project. Scope of work includes preparation of the concrete slab surface with moisture vapor reducer and the installation of the epoxy flooring finish system.

The District conducted a public bid process for the project. Bids were received on July 2, 2013. One contractor submitted a bid as follows: The Thompson Construction Group, Inc. \$59,440. The apparent low bidder is The Thompson Construction Group, Inc.

Recommendation:

Ratify the award to The Thompson Construction Group, Inc.

Fiscal Impact:

\$59,440

**\*CI C.12 Ratification of Staff Awarded Contract: Vista AHS and Bayview ES Restrooms Renovation**

Comment:

Sally Swanson Architects, Inc. has prepared plans and specifications for the project. Scope of work includes renovate of existing restrooms including removal and reinstallation of plumbing and electrical fixtures, HVAC grills/ exhaust fans, toilet partitions, access panels, and accessories. Work also includes refurbishing existing doors and trim, epoxy flooring, and re-glazing existing windows in addition to the removal and reinstalling of gypsum boards, tiles and electric hand dryers.

The District conducted a public bid process for the project. Bids were received on June 27, 2013. Three contractors submitted bids. They are as follows: AM Woo Construction, \$469,000; Streamline Builders, Inc. \$470,000; ERA Construction \$495,000. The apparent low bidder is AM Woo Construction, Inc.

Recommendation:

Ratify the award to AM Woo Construction, Inc.

Fiscal Impact:

\$469,000

**\*CI C.13 Agreement for Program, Project and Construction Management Services Between West Contra Costa Unified School District and SGI Construction Management (“Agreement”)**

Comment:

In July 2012, the District advertised a Request for Proposals for Program and Construction Management Services in local papers of general circulation and posted on the Facilities Planning and Construction website. In December 2012, the District’s Evaluation Committee met to evaluate six proposals to determine the firms that would be invited to interview. The Evaluation Committee evaluated the proposals and the top four scoring firms (“Firms”) were invited to interview with the District’s selection committee. The Firms were interviewed by the District’s Selection Committee on March 25, 2013. The Firms were evaluated based on their understanding of the requirements and needs of the District’s Capital Program as demonstrated by the Firms project teams. Firms were rated on the completeness of their understanding of the District’s Capital Program and their demonstrated ability to meet the District’s Capital Program needs.

Subsequent to the evaluation, the District’s Facilities Subcommittee of the Board of Education approved the Selection Committee’s recommendation to retain SGI Construction Management to perform

Program Management services. The Facilities Subcommittee further directed that SGI be retained to provide Construction Management services.

The Agreement provides for SGI to provide both Program and Construction Management services for projects that are a part of the District's Measures D and E Bond Program. SGI will be paid based on work completed on a per hour basis, per an agreed upon fee schedule, Exhibit "D" of the Agreement.

Recommendation:

Approve the Agreement for Program, Project and Construction Management Services between West Contra Costa Unified School District and SGI Construction Management for 2013 – 2018.

Fiscal Impact:

To Be Determined

**\*CI C.14 Bid and Award Schedule Update for Montalvin Manor Elementary School Classroom Building Addition**

Comment:

At the July 10, 2013 meeting the Board requested a representation of the schedule for bidding and awarding of the Montalvin Manor Elementary School Classroom Building Addition project. The Architect of Record reported that the project was approved by the Division of the State Architect (DSA) on July 10, 2013.

A milestone outline is provided for the Board's reference, as follows:

Bid Start	July 26, 2013
Bids Due	September 5, 2013
Notice of Award	October 7, 2013

Recommendation:

Approval to make the Montalvin addition a priority

**\*CI C.15 Organizational change that will create categorically funded Executive Director K-12 services position to provide leadership to the Linked Learning/College & Career initiative both within WCCUSD and in fulfilling our responsibilities under AB790**

Comment:

Last year in a competitive grant process, our District won designation as one of the AB790 districts charged with mentoring other school districts in moving toward the Linked Learning strategy for improving college and career readiness. In late June at the Linked Learning Summer Institute, we found out how large that commitment will be including hosting two experiential site visits for prospective districts, facilitating role alike meetings and seminars for teachers, administrators, district leaders, community members and elected officials, serving as "communications spokespersons and champions, within the AB790 Initiative and in related regional, statewide, and national work advancing the Linked Learning field," and participating in state and national conferences as presenters in at least two areas of expertise. With these increased responsibilities come increased funding from AB790, the new LCFF and a private grant.

Recommendation:  
Recommend Approval

Fiscal Impact:  
No impact to the General Fund; position is grant funded for 2013-14

**\*CI C.16 Approval of Board Member 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 member Ramsey has expressed interest in attending the following:

- Ivy League Connection, July 7 – 9, Columbia University
- Ivy League Connection, July 11 – 13, Vanderbilt University
- IntegratED San Francisco, October 4 – 5, San Francisco
- CSBA Annual Education Conference, December 5 – 7, San Diego

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

Recommendation:  
Recommend Approval

Fiscal Impact:  
General Fund

**D. AWARDS, RECOGNITIONS, AND REPORTS**

**\* D.1 Standing Reports**

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

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

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

\* **D.2 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.

Howard Cohen recently passed away. Mr. Cohen served the District as Regional Superintendent for the years 2003 through 2006.

Steve Cederborg, School Psychologist, served the District from 2001 through 2005 when he retired. Mr. Cederborg continued working part time after retirement until his recent passing.

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 45 Day Budget Revision – 2013-14**

Comment:

E.C. 42127(i)(4) states that, "Not later than 45 days after the Governor signs the annual Budget Act, the school district shall make available for public review any revisions in revenues and expenditures that is made to its budget to reflect the funding made available by that Budget Act."

The 2013-14 budget for the State was adopted Friday, June 14, 2013; many of the legislative trailer bill packages to enact provisions of the budget have now been passed (as of July 12). Included in the budget adoption is a new funding model that is a landmark change to school district funding within the State of California. The new funding model is called the Local Control Funding Formula (LCFF) and the new accountability program is called Local Control Accountability Program (LCAP). While there is a State adopted budget there is still an enormous amount of work to be done at the State level to implement the new funding and accountability model. Due to the timing constraints and legislative process, the Board adopted an annual budget using the general operational and revenue assumptions that are within the District's current programs, Board Direction and activities, and the 2012-13 State law relating to school revenues. The School Board now has an obligation to adopt a revised budget. This revision reflects the best information the District has at this time, and will be subject to change as more information is provided by the State for the implementation of the new LCFF and LCAP programs.

An Executive Summary including a budget for estimated revenues and expenses for 2013-14 will be delivered under separate cover and is available on the Districts website as well as on the front counter of the District Office.

Recommendation:

Adopt the 45 day budget revision

Fiscal Impact:

See Executive Summary

- \* **F.2 Resolution No. 16-1314: Request to the Contra Costa County Board of Supervisors to establish tax rates for Measure 2010 D and 2012 Measure E General Obligation (GO) bonds expected to be sold during the fiscal year and to levy taxes for 2000 Measure M, 2002 Measure D, and 2005 Measure J outstanding bonds**

Comment:

The District currently has bonds outstanding under six separate voter approved General Obligation (GO) bond authorizations. Each bond authorization has its own tax rate target based on the tax rate statement presented to voters at the time of election. Due to the unprecedented decline in tax base in 2009/2010 and 2010/2011, there have been tax rate concerns for three existing bond authorizations: the 2000 Measure M, 2002 Measure D, and 2005 Measure J. Despite the tax base declines, District Board of Education has made it a priority to maintain tax rates at or below the targeted levels to the extent possible consistent with the principles of prudent debt management. Through a number of proactive initiatives over the last several years, the District has been able to be at or below the tax targets for every single authorization in every single year.

In early July, the County Assessor released preliminary assessed values for 2013/2014. The information we received from the County Assessor indicated that the assessed valuation for the District decreased by approximately 5.90% between 2012/2013 and 2013/2014. The decrease in assessed value is driven by a significant decrease in the tax base for the City of Richmond. The fire at the Chevron refinery is one of the factors which led to the decrease in assessed value for the City of Richmond.

The District is requesting that the county set the 2013/2014 tax rates at the targeted levels of \$55.60 per \$100,000 in assessed value for 2000 Measure M bonds, \$60.00 per \$100,000 in assessed value for 2002 Measure D bonds, \$60.00 per \$100,000 of assessed value for 2005 Measure J bonds. The District plans to

issue its first series of 2012 Measure E bonds and its second series of 2010 Measure D bonds in late September or early October. The District desires to structure these bonds to achieve the 2013/2014 tax rate of \$48.00 per \$100,000 of assessed value. The District is requesting that the county set the tax rate at \$48.00 per \$100,000 for the 2010 Measure D and 2012 Measure E bonds.

The 1998 Measure D bonds will continue to be well below the target maximum rate. Last year, the tax rate was \$8.70 per \$100,000 of assessed value which is below the target tax rate of \$26.40.

Recommendation:

Approval of Resolution No. 16-1314 requesting the Contra Costa County Board of Supervisors set tax rates for the District's GO bonds.

Fiscal Impact:

Establish rates for debt service payments

**G. DISCUSSION ITEMS**

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

**I. COMMENTS OF THE BOARD OF EDUCATION AND SUPERINTENDENT**

**J. THE NEXT SCHEDULED BOARD OF EDUCATION MEETING**

Lovonya DeJean Middle School – Monday, August 12, 2013

**K. ADJOURNMENT**

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

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



**A. CLOSED SESSION**

**A.1 CALL TO ORDER**

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

**A.3 RECESS TO CLOSED SESSION AS SCHEDULED**

**See Exhibit A**

(Government Code Section 54954.5)

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

**EXHIBIT A**

(Government Code Section 54954.5)  
**CLOSED SESSION AGENDA**

**July 24, 2013**

**1. CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

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

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

Elementary Principal  
K-8 Principal  
High School Principal  
Coordinator Educational Services

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

**8. STUDENT DISCIPLINE (Education Code Section 35146)**

Expulsions

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

Certificated / Classified Employee Dismissal

**10. REPORT OF CLOSED SESSION ACTIONS**

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

Agenda Item B.6

July 10, 2013

*Minutes of the Joint Meeting of the Board Of Education  
And Citizens' Bond Oversight Committee*

**A. OPENING PROCEDURES**

**A.1 Welcome and Meeting Procedures**

President Kronenberg called the meeting to order at 6:04 p.m. and welcomed the audience.

**A.2 Pledge of Allegiance**

**A.3 Roll Call**

**CBOC Members Present:**

Julio Arroyo, Gerard Boulanger, Charles Cowens, Joe Fisher, Thomasina Horsley, Ken Jett, Norma Martinez-Rubin, Ivette Ricco, Tom Waller, Tim Warner, Orlandus Waters

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

**Board Members Absent:** Randy Enos

**Staff Present:** Madgy Abdalla, District Engineering Officer; Martin Coyne, Executive Director Bond Finance; Bill Fay, Associate Superintendent Operations; Luis Freese, Executive Director Maintenance and Operations; Bruce Harter, Superintendent; Keith Holtslander, Director of Facilities; Christina Gallea, Sr. Facilities Planning Specialist

Chairperson Ivette Rocco presided over the meeting.

**A.4 Approval of Agenda**

**MOTION:** Chairperson Ricco asked the committee for approval of the agenda. The committee voted approval by voice vote.

**A.5 Approval of Minutes**

**MOTION:** Chairperson Ricco asked for any changes, revisions, additions, corrections or amendments to the Minutes. Discussion included a correction to item D.5. By voice vote, the committee voted approval of the Minutes.

**A.6 Chair's Report**

Chairman Ricco said she would hold the Chair's Report to a future meeting. Mr. Cowens announced the next future joint meeting scheduled for October 16, 2013.

**B. DISCUSSION ITEMS**

**B.1 Project Status Update**

Magdy Abdalla recapped construction progress at DeAnza, Gompers / Leadership Campus, Nystrom, Portola Middle School, Peres Elementary, Helms Sports Field, Portola Demolition Site, Downer, Verde, Kensington, Grant, Lake, Summer Projects, Dover Demolition, Kennedy Science Building and Swim Center, Mira Vista, Pinole Valley High School Temporary Housing, and the El Cerrito High School Track and Field.

**Public Comment:**

None

**Discussion:**

Mr. Cowens suggested providing a financial cost breakdown with future presentations.

**B.2 Technical and Administrative Assistance by District to the Citizens' Bond Oversight Committee**

Chairperson Ricco spoke about opportunity for the Committee to address a lack of responsiveness and communication between the Committee and District. She read a list of a few examples to express the frustration felt by Committee members standing in the way of doing their job properly.

**Public Comment:**

None

**Discussion:**

Discussion proceeded about the Board's goal to facilitate resources to assist the committee. Mr. Fay discussed setting up a formal protocol for communication and staff responses to inquiries with allocated staff.

**B.3 Citizens' Bond Oversight Committee Membership**

Mr. Cowens discussed the makeup of the committee, the level of success in filling vacancies, and responsibility for monitoring the roster.

**Public Comment:**

None

**Discussion:**

None

**C. PUBLIC AND COMMITTEE COMMUNICATIONS**

**C.1 Public Comment – for items not on the agenda:**

Giorgio Cosentino, Scott Brown

**D. ADJOURNMENT**

Chairperson Ricco adjourned the meeting at 7:24 PM with the next regular committee meeting scheduled for August 28, 2013.

*Minutes of the WCCUSD Board Of Education  
July 10, 2013*

**A. CLOSED SESSION**

**B. OPENING PROCEDURES**

President Kronenberg called the meeting to order at 5:00 P.M. The Board recessed into Closed Session and reconvened for the joint meeting with the Citizens Bond Oversight Committee at 6:00 PM. President Kronenberg called the Public Session for the regular meeting to order at 7:33 P.M.

**B.1 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:** Todd Groves, Madeline Kronenberg, Elaine Merriweather, Charles Ramsey

**Board Members Absent:** Randy Enos

**Staff Present:** Magdy Abdalla, Engineering Officer; Martin Coyne, Executive Director Bond Finance; Linda Delgado, Coordinator; Bill Fay, Associate Superintendent Operations; Luis Freese, Executive Director Maintenance/Operations; Sheri Gamba, Associate Superintendent for Business Services; Wendell Greer, Associate Superintendent K-Adult Schools; Bruce Harter, Superintendent; Debbie Haynie, Executive Secretary; Keith Holtslander, Ken McDaniel, Maintenance Supervisor; Leticia Oregon, Interpreter; Mary Phillips, Chief Technology Officer; Nia Rashidchi, Assistant Superintendent Educational Services; Adam Taylor, Executive Director K-12

**B.4 Report/Ratification of Closed Session**

Superintendent Harter asked the Board to ratify action taken in Closed Session to appoint elementary principals:

AnnMarie Marinakis, Valley View Elementary  
Ruby Gonzalez, Ellerhorst Elementary

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

Superintendent Harter asked the Board to ratify action taken in Closed Session to approve a Settlement Agreement and Mutual Release Agreement between Hur Flooring Co, Romkon, Inc. and West Contra Costa Unified School District.

**MOTION:** Mr. Ramsey moved approval of the action taken in Closed Session to approve a Settlement Agreement and a Mutual Release Agreement. Ms. Merriweather seconded. Mr. Groves, Mr. Ramsey, Ms. Merriweather, and President Kronenberg voted yes, with no abstentions and Mr. Enos absent. Motion carried 4-0-0-1.

**B.5 Agenda Review and Adoption**

**MOTION:** Mr. Ramsey recommended amending the agenda to have item G. 1 follow Consent Items, D. 2 and E. 2 to follow G. 1, and moved approval of the agenda as amended. Mr. Groves seconded. Mr. Groves, Ms. Merriweather, Mr. Ramsey, and President Kronenberg voted yes, with no abstentions and Mr. Enos absent. Motion carried 4-0-0-1.

**B.6 Minutes: June 19, 2013; June 26, 2013**

**MOTION: Mr. Ramsey moved approval of the Minutes of June 19, 2013 and June 26, 2013. Mr. Groves seconded. Mr. Groves, Ms. Merriweather, Mr. Ramsey and President Kronenberg voted yes, with no abstentions and Mr. Enos absent. Motion carried 4-0-0-1.**

**C. BUSINESS ITEMS**

**C.1 Acceptance of Donations**

**C.2 Approval of Fund-Raising Activities**

**C.3 Summary of Payroll and Vendor Warrant Reports**

**C.4 Routine Personnel Changes - Certificated**

**C.5 Routine Personnel Changes - Classified**

**C.6 Certificated Board Authorization – Education Code 44258.3**

**C.7 Ratification and Approval of Engineering Services Contracts**

**C.8 Ratification and Approval of Negotiated Change Orders**

**C.9 California Children's Services at Downer - Portable Purchase**

**C.10 Ratification of Staff Awarded Contract: Bayview Exterior Repairs**

**C.11 Williams Lawsuit Complaints Quarterly Report**

**C.12 Closure List Update**

**C.13 Resolution No. 15-1314: Resolution In Support of Senate Bill 150 (SB 150) as proposed by California State Senator Ricardo Lara**

**Public Comment:**

Cecilia Valdez, Myra Padilla, Daniela Ramirez

**C.14 Add a Board Work Session to Calendar**

Ms. Merriweather asked about the August 5 special meeting for the strategic plan. Superintendent Harter explained that the Strategic Planning Committee desired to hold a Board workshop prior to further community input. He explained that the Strategic Plan will come back to the Board at the first October meeting for approval.

**Public Comment:**

Al Kirkman

**C.15 Meeting Dates for 2013-2014**

Ms. Merriweather requested changing the September dates to September 11 and 25. By consensus the Board agreed to the modification.

**C.16 Resolution Nos. 01-1314 through 14-1314: Board of Education Annual Resolutions for the 2013-2014 School Year**

**MOTION: Mr. Ramsey moved approval of Consent Items C.1 – C.16. Mr. Groves seconded. Mr. Groves, Ms. Merriweather, Mr. Ramsey, and President Kronenberg voted yes, with no abstentions and Mr. Enos absent. Motion carried 4-0-0-1.**

**G.1 Charter Hearing for Summit Schools**

Linda Delgado presented information regarding the petition from Summit Public Charter School. She said that staff is reviewing the petition and will come back to the August 12 Board meeting with a recommendation for action.

Mr. Diego Arambula, Chief Growth and Innovation Officer, spoke of mission of Summit Schools, the community need and their track record of success. Ms. Kelly Garcia, Executive Director, spoke of her background in education and the school's model for the charter.

**Public Comment:**

Hillary Harmssen, Ben Steinberg, Maria Contreras, Valeria Torres, Mason Lok, Kimberly Martinez, Jerry Simmons, Al Kirkman, Jimmy Zuniga

**Board Comment:**

Board members had various questions regarding location to house the school, reaching high risk students, process for placing students should applications exceed space, and average tenure of teachers. Mr. Arambula and Ms. Garcia responded.

**D.2 Standing Reports**

**College and Career Readiness Academies.** Mr. Greer reported on the recent Residency Institute held at Stanford University, teacher trainings for Project Lead the Way, and the Holy Names summer program that began this week.

**Facilities Subcommittee.** Mr. Ramsey reported on the recent meeting where discussion included increased budgets for Highland, Wilson and Hercules MHS projects. He said that presentations will be made to the Board in September. He provided updates regarding the Helms Middle School dental clinic, eligibility money received from the state, applications for funding for Ohlone and Portola projects and seismic safety funds for Gompers and Pinole Valley High School.

**Ivy League Connection:** President Kronenberg reported on her recent travel to Columbia University where she met with the Director of the Columbia summer program. She detailed receipt of a scholarship to the Business and Economics program for students. She will travel to Vanderbilt University and also visit Fisk University later in the week. Mr. Ramsey reported on his recent visit with the Vanderbilt group to Washington D.C. While in Philadelphia he met with Director of summer education services program at the University of Pennsylvania. He also reported that Brown University Session II students leave for the Women in Leadership in another week.

**Technology Committee.** Mary Phillips introduced herself as the District's new Chief Technology Officer and reported that the Technology Committee will be meeting in August.

**E.2 WCCUSD Public Comment**  
Al Kirkman

**D. AWARDS, RECOGNITIONS, AND REPORTS**

**D.1 Assessed Valuation and Tax Rates**  
Superintendent Harter introduced Dave Olson of KNN Public Finance who led a presentation regarding assessed property values as related to the bond program for 2013-2014.

**Public Comment:**  
None

**Board Comment:**  
Board discussion included the future revenue stream. Mr. Ramsey felt it important to not stop the school construction program. Ms. Gamba said she would like to get Board direction regarding a resolution to send to the County regarding a financial plan and to move toward a bond sale in late summer or early fall.

**D.2 Standing Reports**  
This item was moved to follow item G. 1.

**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**  
This item was moved to follow item D.2.

**F. ACTION ITEMS**  
None

**G. DISCUSSION ITEMS**

**G.1 Charter Hearing for Summit Schools**

This item was moved to follow Consent Items.

**G.2 Project Status Report**

Mr. Abdalla and Jose Vilar of Baker Vilar Architects presented information regarding the Richmond High School and Montalvin Elementary construction projects.

**Public Comment:**

None

**Board Comment:**

Mr. Ramsey had questions about the timetable for drawings. Mr. Vilar responded. Deputy Program Manager Juan Garrahan and Cost Estimator Javier Silva provided input regarding estimates on building costs.

Ms. Merriweather and President Kronenberg asked questions about the Department of State Architects approval process.

The Board recessed the meeting to return to Closed Session at 10:28 PM.

The Board returned and resumed the regular meeting at 10:53 PM.

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

None

**I. COMMENTS OF THE BOARD OF EDUCATION AND SUPERINTENDENT**

Mr. Groves spoke about hearing comments from the community regarding a lack of satisfaction with the level of performance of District high schools and looking to charter schools. He said he thinks the Board needs to address the concerns.

Ms. Merriweather said she was looking forward to the Extended Learning graduation ceremony. She also invited the public to the Twentieth Iron Triangle Annual Picnic, July 27 at Nevin Park.

Mr. Ramsey wished President Kronenberg safe travels to Nashville. He reported that he will be attending an upcoming Kensington Community Protection Service meeting and will share information about class size reductions and plans for Portola Middle School. He asked that the meeting be adjourned in honor of his daughter Adrienne Ramsey, who will be attending Sarah Lawrence University.

President Kronenberg acknowledged the Board's approval of removing schools from the school closure list. She repeated that there are no more school closures threatening communities.

**J. THE NEXT SCHEDULED BOARD OF EDUCATION MEETING**

Lovonya DeJean Middle School – July 24, 2013

**K. ADJOURNMENT**

President Kronenberg adjourned the meeting at 10:58 P.M. in honor of Adrienne Ramsey.

*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**

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**To:** Board of Education

**Meeting Date:** July 24, 2013

**From:** Sheri Gamba *py*  
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 July 24, 2013.

**Recommendation:** Recommend Approval

**Fiscal Impact:** As noted per grants summary

**DISPOSITION BY BOARD OF EDUCATION**

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Approved \_\_\_\_\_ Not Approved \_\_\_\_\_ Tabled \_\_\_\_\_

GRANT / AWARD / AGREEMENT NOTIFICATIONS

Project Name	Project Amount for Budget Period	Funding Agency	Comments
2012-13 Infant Discretionary Funds	\$16,744	California Department of Education - Special Ed Division Admin Services Unit	Helps to support the special ed infant program
Resource # 6515	7/1/12 - 9/30/13		PCA # 24462
California Health Science Capacity Building Project	(\$27,500)	California Department of Education - Career and College Transition Division	Refusal of grant by the District
Resource # 6378	6/1/13 - 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**

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**To:** Board of Education

**Meeting Date:** July 24, 2013

**From:** Sheri Gamba  
Associate Superintendent Business Services

**Agenda Item:** CI C.2.

**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 July 24, 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  
July 24, 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 &amp; FUNDING</u>	<u>PURPOSE</u>
Business Services	7/1/13 Thru 6/30/14	Crowe Horwath 14000363	\$71,500 Audit	Conduct an annual independent financial and compliance audit of the district as required by education code: 53000.
Information Technology	7/1/13 Thru 6/30/14	Irene Tan 14000056	\$88,000 Data Process Technology	Webmaster designs and creates computer based, web based, or multi-media based layout, graphics, animation, sound and/or content for use in public internet and internal web portal sites, and other non-print delivery media; prepares and provides graphic design and layout expertise for creation of electronic training materials, designs, maintains and updates web sites and links; develops basic layout design and concept, selects and secures appropriate illustrative materials; creates appropriate content elements for internet publishing; ensures consistency, uniformity, accuracy and compliance of required standards; provides technical support and training to staff in the use of computer based graphics software, authoring tools, web page maintenance and other related software; researches new technology and assesses computer based graphics software authoring tools, and other related software.
Curriculum-Federal Project	7/25/13 Thru 6/30/14	Bay Area Community Resources 14000266	\$92,011 ASES	Provide all programming and coordination aspects of the Bayview After School Program (ASP), including academic and homework help, enrichment and recreational activities as required by the ASES grant. The program will operate every instructional day (from the first day to the last day of school), and a minimum 3 hours each day AND from the time school ends until 6 pm. This also includes minimum days. The recreation activities will include: various team sports, dance, organized play, and other active games. Enrichment activities will include arts and crafts, science and nature activities, cultural awareness, cooking nutrition and health education. In addition to the academic and homework help, Bay Area Community Resources will work with the school in the coordination and participation of students in the additional Academic Intervention Programs at the school.
Curriculum-Federal Project	7/25/13 Thru 6/30/14	Bay Area Community Resources 14000263	\$92,011 ASES	Provide all programming and coordination aspects of the Chavez After School Program (ASP), including academic and homework help, enrichment and recreational activities as required by the ASES grant. The program will operate every instructional day (from the first day to the last day of school), and a minimum 3 hours each day AND from the time school ends until 6 pm. This also includes minimum days. The recreation activities will include: various team sports, dance, organized play, and other active games. Enrichment activities will include arts and crafts, science and nature activities, cultural awareness, cooking nutrition and health education. In addition to the academic and homework help, Bay Area Community Resources will work with the school in the coordination and participation of students in the additional Academic Intervention Programs at the school.
Curriculum-Federal Project	7/25/13 Thru 6/30/14	YMCA of the East Bay 14000273	\$142,629 ASES	Provide all programming and coordination aspects of the Coronado After School Program (ASP), including academic and homework help, enrichment and recreational activities as required by the ASES grant. The program will operate every instructional day (from the first day to the last day of school), and a minimum 3 hours each day AND from the time school ends until 6 pm. This also includes minimum days. The recreation activities will include: various team sports, dance, organized play, and other active games. Enrichment activities

				will include arts and crafts, science and nature activities, cultural awareness, cooking nutrition and health education. In addition to the academic and homework help. YMCA of the East Bay will work with the school in the coordination and participation of students in the additional Academic Intervention Programs at the school.
Curriculum-Federal Project	7/25/13 Thru 6/30/14	YMCA of the East Bay 14000287	\$67,043 ASES	Provide all programming and coordination aspects of the Crespi Middle School After School Program (ASP), including academic and homework help, enrichment and recreational activities as required by the ASES grant. The program will operate every instructional day (from the first day to the last day of school), and a minimum 3 hours each day AND from the time school ends until 6 pm. This also includes minimum days. The recreation activities will include: various team sports, dance, organized play, and other active games. Enrichment activities will include arts and crafts, science and nature activities, cultural awareness, cooking nutrition and health education. In addition to the academic and homework help. YMCA of the East Bay will work with the school in the coordination and participation of students in the additional Academic Intervention Programs at the school.
Curriculum-Federal Project	7/25/13 Thru 6/30/14	YMCA of the East Bay 14000286	\$88,867 ASES	Provide all programming and coordination aspects of the DeJean Middle School After School Program (ASP), including academic and homework help, enrichment and recreational activities as required by the ASES grant. The program will operate every instructional day (from the first day to the last day of school), and a minimum 3 hours each day AND from the time school ends until 6 pm. This also includes minimum days. The recreation activities will include: various team sports, dance, organized play, and other active games. Enrichment activities will include arts and crafts, science and nature activities, cultural awareness, cooking nutrition and health education. In addition to the academic and homework help. YMCA of the East Bay will work with the school in the coordination and participation of students in the additional Academic Intervention Programs at the school.
Curriculum-Federal Project	7/25/13 Thru 6/30/14	Bay Area Community Resources 14000228	\$180,369 ASES	Provide all programming and coordination aspects of the Dover After School Program (ASP), including academic and homework help, enrichment and recreational activities as required by the ASES grant. The program will operate every instructional day (from the first day to the last day of school), and a minimum 3 hours each day AND from the time school ends until 6 pm. This also includes minimum days. The recreation activities will include: various team sports, dance, organized play, and other active games. Enrichment activities will include arts and crafts, science and nature activities, cultural awareness, cooking nutrition and health education. In addition to the academic and homework help, Bay Area Community Resources will work with the school in the coordination and participation of students in the additional Academic Intervention Programs at the school.
Curriculum-Federal Project	7/25/13 Thru 6/30/14	YMCA of the East Bay 14000274	\$123,185 ASES	Provide all programming and coordination aspects of the Downer After School Program (ASP), including academic and homework help, enrichment and recreational activities as required by the ASES grant. The program will operate every instructional day (from the first day to the last day of school), and a minimum 3 hours each day AND from the time school ends until 6 pm. This also includes minimum days. The recreation activities will include: various team sports, dance, organized play, and other active games. Enrichment activities will include arts and crafts, science and nature activities, cultural awareness, cooking nutrition and health education. In addition to the academic and homework help. YMCA of the East Bay will work with the school in the coordination and participation of students in the additional Academic Intervention Programs at the school.
Curriculum-Federal Project	7/25/13 Thru 6/30/14	El Cerrito Recreation Department 14000288	\$92,011 ASES	Provide all programming and coordination aspects of the Fairmont After School Program (ASP), including academic and homework help, enrichment and recreational activities as required by the ASES grant. The program will operate every instructional day (from the first day to the last day of school), and a minimum 3 hours each day AND from the time school

ends until 6 pm. This also includes minimum days. The recreation activities will include: various team sports, dance, organized play, and other active games. Enrichment activities will include arts and crafts, science and nature activities, cultural awareness, cooking nutrition and health education. In addition to the academic and homework help. El Cerrito Recreation Department will work with the school in the coordination and participation of students in the additional Academic Intervention Programs at the school.

Curriculum-Federal Project	7/25/13 Thru 6/30/14	YMCA of the East Bay 14000275	\$171,189 ASES	Provide all programming and coordination aspects of the Ford After School Program (ASP), including academic and homework help, enrichment and recreational activities as required by the ASES grant. The program will operate every instructional day (from the first day to the last day of school), and a minimum 3 hours each day AND from the time school ends until 6 pm. This also includes minimum days. The recreation activities will include: various team sports, dance, organized play, and other active games. Enrichment activities will include arts and crafts, science and nature activities, cultural awareness, cooking nutrition and health education. In addition to the academic and homework help. YMCA of the East Bay will work with the school in the coordination and participation of students in the additional Academic Intervention Programs at the school.
Curriculum-Federal Project	7/25/13 Thru 6/30/14	Bay Area Community Resources 14000267	\$106,243 ASES	Provide all programming and coordination aspects of the Grant After School Program (ASP), including academic and homework help, enrichment and recreational activities as required by the ASES grant. The program will operate every instructional day (from the first day to the last day of school), and a minimum 3 hours each day AND from the time school ends until 6 pm. This also includes minimum days. The recreation activities will include: various team sports, dance, organized play, and other active games. Enrichment activities will include arts and crafts, science and nature activities, cultural awareness, cooking nutrition and health education. In addition to the academic and homework help, Bay Area Community Resources will work with the school in the coordination and participation of students in the additional Academic Intervention Programs at the school.
Curriculum-Federal Project	7/25/13 Thru 6/30/14	Bay Area Community Resources 14000216	\$123,886 ASES	Provide all programming and coordination aspects of the Helms Middle School After School Program (ASP), including academic and homework help, enrichment and recreational activities as required by the ASES grant. The program will operate every instructional day (from the first day to the last day of school), and a minimum 3 hours each day AND from the time school ends until 6 pm. This also includes minimum days. The recreation activities will include: various team sports, dance, organized play, and other active games. Enrichment activities will include arts and crafts, science and nature activities, cultural awareness, cooking nutrition and health education. In addition to the academic and homework help, Bay Area Community Resources will work with the school in the coordination and participation of students in the additional Academic Intervention Programs at the school.
Curriculum-Federal Project	7/25/13 Thru 6/30/14	Bay Area Community Resources 14000242	\$95,358 ASES	Provide all programming and coordination aspects of the Highland After School Program (ASP), including academic and homework help, enrichment and recreational activities as required by the ASES grant. The program will operate every instructional day (from the first day to the last day of school), and a minimum 3 hours each day AND from the time school ends until 6 pm. This also includes minimum days. The recreation activities will include: various team sports, dance, organized play, and other active games. Enrichment activities will include arts and crafts, science and nature activities, cultural awareness, cooking nutrition and health education. In addition to the academic and homework help, Bay Area Community Resources will work with the school in the coordination and participation of students in the additional Academic Intervention Programs at the school.
Curriculum-Federal Project	7/25/13 Thru 6/30/14	Bay Area Community Resources 14000203	\$92,011 ASES	Provide all programming and coordination aspects of the King After School Program (ASP), including academic and homework help, enrichment and recreational activities as

required by the ASES grant. The program will operate every instructional day (from the first day to the last day of school), and a minimum 3 hours each day AND from the time school ends until 6 pm. This also includes minimum days. The recreation activities will include: various team sports, dance, organized play, and other active games. Enrichment activities will include arts and crafts, science and nature activities, cultural awareness, cooking nutrition and health education. In addition to the academic and homework help, Bay Area Community Resources will work with the school in the coordination and participation of students in the additional Academic Intervention Programs at the school.

Curriculum-Federal Project	7/25/13 Thru 6/30/14	YMCA of the East Bay 14000271	\$171,161 ASES	Provide all programming and coordination aspects of the Lake After School Program (ASP), including academic and homework help, enrichment and recreational activities as required by the ASES grant. The program will operate every instructional day (from the first day to the last day of school), and a minimum 3 hours each day AND from the time school ends until 6 pm. This also includes minimum days. The recreation activities will include: various team sports, dance, organized play, and other active games. Enrichment activities will include arts and crafts, science and nature activities, cultural awareness, cooking nutrition and health education. In addition to the academic and homework help, YMCA of the East Bay will work with the school in the coordination and participation of students in the additional Academic Intervention Programs at the school.
Curriculum-Federal Project	7/25/13 Thru 6/30/14	Bay Area Community Resources 14000420	\$92,011 ASES	Provide all programming and coordination aspects of the Lincoln After School Program (ASP), including academic and homework help, enrichment and recreational activities as required by the ASES grant. The program will operate every instructional day (from the first day to the last day of school), and a minimum 3 hours each day AND from the time school ends until 6 pm. This also includes minimum days. The recreation activities will include: various team sports, dance, organized play, and other active games. Enrichment activities will include arts and crafts, science and nature activities, cultural awareness, cooking nutrition and health education. In addition to the academic and homework help, Bay Area Community Resources will work with the school in the coordination and participation of students in the additional Academic Intervention Programs at the school.
Curriculum-Federal Project	7/25/13 Thru 6/30/14	Bay Area Community Resources 14000244	\$92,011 ASES	Provide all programming and coordination aspects of the Mira Vista After School Program (ASP), including academic and homework help, enrichment and recreational activities as required by the ASES grant. The program will operate every instructional day (from the first day to the last day of school), and a minimum 3 hours each day AND from the time school ends until 6 pm. This also includes minimum days. The recreation activities will include: various team sports, dance, organized play, and other active games. Enrichment activities will include arts and crafts, science and nature activities, cultural awareness, cooking nutrition and health education. In addition to the academic and homework help, Bay Area Community Resources will work with the school in the coordination and participation of students in the additional Academic Intervention Programs at the school.
Curriculum-Federal Project	7/25/13 Thru 6/30/14	Bay Area Community Resources 14000265	\$92,011 ASES	Provide all programming and coordination aspects of the Montalvin After School Program (ASP), including academic and homework help, enrichment and recreational activities as required by the ASES grant. The program will operate every instructional day (from the first day to the last day of school), and a minimum 3 hours each day AND from the time school ends until 6 pm. This also includes minimum days. The recreation activities will include: various team sports, dance, organized play, and other active games. Enrichment activities will include arts and crafts, science and nature activities, cultural awareness, cooking nutrition and health education. In addition to the academic and homework help, Bay Area Community Resources will work with the school in the coordination and participation of students in the additional Academic Intervention Programs at the school.

Curriculum-Federal Project	7/25/13 Thru 6/30/14	YMCA of the East Bay 14000269	\$92,011 ASES	Provide all programming and coordination aspects of the Murphy After School Program (ASP), including academic and homework help, enrichment and recreational activities as required by the ASES grant. The program will operate every instructional day (from the first day to the last day of school), and a minimum 3 hours each day AND from the time school ends until 6 pm. This also includes minimum days. The recreation activities will include: various team sports, dance, organized play, and other active games. Enrichment activities will include arts and crafts, science and nature activities, cultural awareness, cooking nutrition and health education. In addition to the academic and homework help, YMCA of the East Bay will work with the school in the coordination and participation of students in the additional Academic Intervention Programs at the school.
Curriculum-Federal Project	7/25/13 Thru 6/30/14	Bay Area Community Resources 14000223	\$92,011 ASES	Provide all programming and coordination aspects of the Nystrom After School Program (ASP), including academic and homework help, enrichment and recreational activities as required by the ASES grant. The program will operate every instructional day (from the first day to the last day of school), and a minimum 3 hours each day AND from the time school ends until 6 pm. This also includes minimum days. The recreation activities will include: various team sports, dance, organized play, and other active games. Enrichment activities will include arts and crafts, science and nature activities, cultural awareness, cooking nutrition and health education. In addition to the academic and homework help, Bay Area Community Resources will work with the school in the coordination and participation of students in the additional Academic Intervention Programs at the school.
Curriculum-Federal Project	7/25/13 Thru 6/30/14	YMCA of the East Bay 14000276	\$92,011 ASES	Provide all programming and coordination aspects of the Peres After School Program (ASP), including academic and homework help, enrichment and recreational activities as required by the ASES grant. The program will operate every instructional day (from the first day to the last day of school), and a minimum 3 hours each day AND from the time school ends until 6 pm. This also includes minimum days. The recreation activities will include: various team sports, dance, organized play, and other active games. Enrichment activities will include arts and crafts, science and nature activities, cultural awareness, cooking nutrition and health education. In addition to the academic and homework help, YMCA of the East Bay will work with the school in the coordination and participation of students in the additional Academic Intervention Programs at the school.
Curriculum-Federal Project	7/25/13 Thru 6/30/14	El Cerrito Recreation Department 14000289	\$123,886 ASES	Provide all programming and coordination aspects of the Portola Middle School After School Program (ASP), including academic and homework help, enrichment and recreational activities as required by the ASES grant. The program will operate every instructional day (from the first day to the last day of school), and a minimum 3 hours each day AND from the time school ends until 6 pm. This also includes minimum days. The recreation activities will include: various team sports, dance, organized play, and other active games. Enrichment activities will include arts and crafts, science and nature activities, cultural awareness, cooking nutrition and health education. In addition to the academic and homework help, El Cerrito Recreation Department will work with the school in the coordination and participation of students in the additional Academic Intervention Programs at the school.
Curriculum-Federal Project	7/25/13 Thru 6/30/14	Bay Area Community Resources 14000230	\$92,011 ASES	Provide all programming and coordination aspects of the Riverside After School Program (ASP), including academic and homework help, enrichment and recreational activities as required by the ASES grant. The program will operate every instructional day (from the first day to the last day of school), and a minimum 3 hours each day AND from the time school ends until 6 pm. This also includes minimum days. The recreation activities will include: various team sports, dance, organized play, and other active games. Enrichment activities will include arts and crafts, science and nature activities, cultural awareness, cooking nutrition and health education. In addition to the academic and homework help, Bay Area Community Resources will work with the school in the



				coordination and participation of students in the additional Academic Intervention Programs at the school.
Curriculum-Federal Project	7/25/13 Thru 6/30/14	YMCA of the East Bay 14000278	\$92,011 ASES	Provide all programming and coordination aspects of the Sheldon After School Program (ASP), including academic and homework help, enrichment and recreational activities as required by the ASES grant. The program will operate every instructional day (from the first day to the last day of school), and a minimum 3 hours each day AND from the time school ends until 6 pm. This also includes minimum days. The recreation activities will include: various team sports, dance, organized play, and other active games. Enrichment activities will include arts and crafts, science and nature activities, cultural awareness, cooking nutrition and health education. In addition to the academic and homework help, YMCA of the East Bay will work with the school in the coordination and participation of students in the additional Academic Intervention Programs at the school.
Curriculum-Federal Project	7/25/13 Thru 6/30/14	Bay Area Community Resources 14000268	\$187,636 ASES	Provide all programming and coordination aspects of the Stege After School Program (ASP), including academic and homework help, enrichment and recreational activities as required by the ASES grant. The program will operate every instructional day (from the first day to the last day of school), and a minimum 3 hours each day AND from the time school ends until 6 pm. This also includes minimum days. The recreation activities will include: various team sports, dance, organized play, and other active games. Enrichment activities will include arts and crafts, science and nature activities, cultural awareness, cooking nutrition and health education. In addition to the academic and homework help, Bay Area Community Resources will work with the school in the coordination and participation of students in the additional Academic Intervention Programs at the school.
Curriculum-Federal Project	7/25/13 Thru 6/30/14	YMCA of the East Bay 14000284	\$92,011 ASES	Provide all programming and coordination aspects of the Tara Hills After School Program (ASP), including academic and homework help, enrichment and recreational activities as required by the ASES grant. The program will operate every instructional day (from the first day to the last day of school), and a minimum 3 hours each day AND from the time school ends until 6 pm. This also includes minimum days. The recreation activities will include: various team sports, dance, organized play, and other active games. Enrichment activities will include arts and crafts, science and nature activities, cultural awareness, cooking nutrition and health education. In addition to the academic and homework help, YMCA of the East Bay will work with the school in the coordination and participation of students in the additional Academic Intervention Programs at the school.
Curriculum-Federal Project	7/25/13 Thru 6/30/14	YMCA of the East Bay 14000285	\$92,011 ASES	Provide all programming and coordination aspects of the Verde After School Program (ASP), including academic and homework help, enrichment and recreational activities as required by the ASES grant. The program will operate every instructional day (from the first day to the last day of school), and a minimum 3 hours each day AND from the time school ends until 6 pm. This also includes minimum days. The recreation activities will include: various team sports, dance, organized play, and other active games. Enrichment activities will include arts and crafts, science and nature activities, cultural awareness, cooking nutrition and health education. In addition to the academic and homework help, YMCA of the East Bay will work with the school in the coordination and participation of students in the additional Academic Intervention Programs at the school.
Curriculum-Federal Project	7/25/13 Thru 6/30/14	Bay Area Community Resources 14000233	\$187,636 ASES 21 <sup>st</sup> Century	Provide all programming and coordination aspects of the Washington After School Program (ASP), including academic and homework help, enrichment and recreational activities as required by the ASES grant. The program will operate every instructional day (from the first day to the last day of school), and a minimum 3 hours each day AND from the time school ends until 6 pm. This also includes minimum days. The recreation activities will include: various team sports, dance, organized play, and other active games. Enrichment activities will include arts and crafts, science and nature activities,

cultural awareness, cooking nutrition and health education. In addition to the academic and homework help, Bay Area Community Resources will work with the school in the coordination and participation of students in the additional Academic Intervention Programs at the school.

Curriculum- Federal Project	7/25/13 Thru 6/30/14	Bay Area Community Resources 14000264	\$92,011 ASES
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Provide all programming and coordination aspects of the Wilson After School Program (ASP), including academic and homework help, enrichment and recreational activities as required by the ASES grant. The program will operate every instructional day (from the first day to the last day of school), and a minimum 3 hours each day AND from the time school ends until 6 pm. This also includes minimum days. The recreation activities will include: various team sports, dance, organized play, and other active games. Enrichment activities will include arts and crafts, science and nature activities, cultural awareness, cooking nutrition and health education. In addition to the academic and homework help, Bay Area Community Resources will work with the school in the coordination and participation of students in the additional Academic Intervention Programs at the school.

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

**ITEM REQUIRING ATTENTION---BOARD OF EDUCATION**

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**To:** Board of Education

**Meeting Date:** July 24, 2013

**From:** Sheri Gamba  
Associate Superintendent Business Services

**Agenda Item:** CI C.3

**Subject:** Annual Renewal of Continuing 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 July 24, 2013.

**Recommendation:** Recommend Approval

**Fiscal Impact:** As noted per contracts summary

DISPOSITION BY BOARD OF EDUCATION

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Approved \_\_\_\_\_ Not Approved \_\_\_\_\_ Tabled \_\_\_\_\_

## CONTINUING CONTRACTED SERVICES

The following continuing services are recommended for approval.

<u>DEPARTMENT</u>	<u>DATE OF SERVICE</u>	<u>CONTRACTOR NAME</u>	<u>COST &amp; FUNDING</u>	<u>PURPOSE</u>
Associate Superintendent K-12	7/1/2013 Thru 6/30/14	City Of Richmond C-40555	\$1,326,000 Security	Provide School Resource Officers for schools in Richmond.
Accociate Superintendent K-12	7/1/2013 Thru 6/30/14	City of Hercules C-40556	\$320,000 Security	Provide School Resource Officers for schools in Hercules.
Accociate Superintendent K-12	7/1/2013 Thru 6/30/14	City of El Cerrito C-40557	\$420,000 Security	Provide School Resource Officers for schools in El Cerrito.
Accociate Superintendent K-12	7/1/2013 Thru 6/30/14	City of Pinole C-40558	\$320,000 Security	Provide School Resource Officers for schools in Pinole.
Accociate Superintendent K-12	7/1/2013 Thru 6/30/14	Office of the Sheriff C-40619	\$212,000 Security	Provide School Resource Officers for schools in County Areas.
Business Services	7/1/2013 Thru 6/30/14	Atkinson, Andelson, Loya, Rudd & Romo 14000133	\$100,000 Legal Services	To provide miscellaneous legal services including but not limited to general legal matters and employment matters. This will impact students and staff throughout the West Contra Costa Unified School District.
Business Services	7/1/2013 Thru 6/30/14	Banks and Watson	\$500,000 Bond	To provide miscellaneous legal services relating to the Orrick litigation matter. This will impact students and staff throughout the West Contra Costa Unified School District.
Business Services	7/1/2013 Thru 6/30/14	Contra Costa County Office of Education 14000622	\$101,000 Munis	The Contra Costa County Office of Education has agreed to host the hardware instillation related to the Enterprise System (Munis) which will be installed and implemented for the West Contra Costa Unified School District.
Business Services	7/1/2013 Thru 6/30/14	Fagan Freidman Fulfroost 14000144	\$300,000 General Fund - Special Ed	To provide legal advice and services relating to but not limited to General Legal matters and Special Education matters.
Business Services	7/1/2013 Thru 6/30/14	Keenan & associates	\$48,500 General	Contract for professional services to conduct a Healthcare Reform impact study and workforce analysis of the district.
Business Services	7/1/2013 Thru 6/30/14	Kronick, Moskovitz C-30006	\$50,000 Bond	To provide miscellaneous legal services relating to the Orrick litigation matter. This will impact students and staff throughout the West Contra Costa Unified School District.
Business Services	7/1/2013 Thru 6/30/14	Orbach, Huff & Suarez	\$210,000 Bond	To provide legal advice and services relating to but not limited to General Legal, Capital Facilities and Bond matters.
Business Services	7/1/2013 Thru 6/30/14	Tyler Technologies	\$512,672 14000623	Acquisition and Implementation of Enterprise Resources Program software. This is the first and main contract which is part of the board approved software implementation (replacing Bi-Tech). Project was approved February 15, 2012.
Central Copy Department	7/1/2012 Thru 6/30/13	Cannon C-40057, C-40058	\$272,607 Copy Central	Lease and Maintenance agreement for printing equipment in the District Print Shop.

## CONTINUING CONTRACTED SERVICES

The following continuing services are recommended for approval.

<u>DEPARTMENT</u>	<u>DATE OF SERVICE</u>	<u>CONTRACTOR NAME</u>	<u>COST &amp; FUNDING</u>	<u>PURPOSE</u>
Information Technology	9/13/2013 Thru 9/12/14	Blackboard Connect Incorporated C-40639	\$91,423 Data Processing Services	Provide blackboard connect K-12 services an support for unlimited any-time messages to parents of enrolled students, administrators, faculty, staff & board members.
Information Technology	7/1/2013 Thru 6/30/14	Sungard Bi-Tech Inc C-40008	\$285,028 Data Processing Services	Bi-Tech IFAS Support Bi-Tech ASP Hosting Bi-Tech to MUNIS Change
Information Technology	7/1/2013 Thru 6/30/14	Uptime Resources C-40617	\$75,000 Data Processing Services	Service Agreement to provide printer supplies and services as stated in proposal entitled "Total Printer management".
Information Technology	7/1/2013 Thru 6/30/14	Sprint C-40641	\$180,000 Utilities Communication	Service for district cell phones and wireless devices. E-rate discounts/refunds will be applied to invoices.
Information Technology	11/18/2013 Thru 11/17/14	Pearson C-40613	\$196,257 Data Processing Services	Powerschool Maintenance support, premier hosting and SSL certificate.
Information Technology	7/1/2013 Thru 6/30/14	AT&T Datacom P-0184	\$103,732 Data Processing Services	Continue with the E-rate virtualization project that is in progress. Technology RFP 12/21/10 Board Approved on 2/12/10
Information Technology	7/1/2013 Thru 6/30/14	CSM C-40072	\$73,500 General Fund	Complete and submit e-rate forms and provide services so that we are in compliance with e-rate requirements for e-rate refunds/discounts.
Maintenance & Operations	7/1/2013 Thru 6/30/14	Flyers C-40470	\$165,000 Maintenance Vehicle	Encumber funds for renewal of continuing contract to purchase fuel for district vehicles and additional supplies for the 2013-14 year. Fuel purchased via "card lock system".
Maintenance & Operations	7/1/2013 Thru 6/30/14	Golden Bear Transfer Station C-40136	\$50,000 Operations Utilities	Continuing contract for the disposal of trash for the West Contra Costa Unified School District Maintenance and Operations Departments
Maintenance & Operations	7/1/2013 Thru 6/30/14	Siemens Building Technologies C-40656	\$56,646 RRM	Perform the required annual test and inspection of the fire alarm system, Using NFPA recommended functional test frequencies and methods.
Maintenance & Operations	7/1/2013 Thru 6/30/14	Communication Service Company C-40578	\$78,360 RRM	Contract services for annual monitoring of all West Contra Costa USD sites for the fire alarm.
Maintenance & Operations	7/1/2013 Thru 6/30/14	Richmond Sanitary C-43421	\$460,000 Utilities Operations	Continuing contract for the disposal of trash for the West Contra Costa Unified School District Maintenance and Operations Departments
Facilities	7/1/2013 Thru 6/30/14	Mobile Modular Management Corporation C-40603	\$71,712 Capital Facilities	Continuing contract for 11 District Leased Modular's on the Hercules Middle School Campus.
Facilities/Bond Program	7/1/2013 Thru 6/30/14	Mobile Modular Management Corporation C-40638	\$129,200 Measure J	Continuing contract for 6 Bond Leased Modular's on the Leadership Public School temporary campus.

## CONTINUING CONTRACTED SERVICES

The following continuing services are recommended for approval.

<u>DEPARTMENT</u>	<u>DATE OF SERVICE</u>	<u>CONTRACTOR NAME</u>	<u>COST &amp; FUNDING</u>	<u>PURPOSE</u>
Facilities/Bond Program	7/1/2013 Thru 6/30/14	Mobile Modular Management Corporation C-40645	\$53,641 Measure J	Continuing contract for 7 Bond Leased Modular's at Gompers High School.
Risk management-liability	7/1/2012 Thru 6/30/13	Northern California Relief C-40390	\$1,423,708 Self Insurance	Premiums for property liability, electronic data processing equipment, crime, equipment breakdown and excess liability.
Risk management-liability	7/1/2012 Thru 6/30/13	Keenan and Associates C-40606	\$460,000 Self Insurance	Premiums for adjusters and investigators, settlement actions or MRL fire claim and Attorney Legal fees.

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

**ITEM REQUIRING ATTENTION----BOARD OF EDUCATION**

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**To:** Board of Education

**Meeting Date:** July 24, 2013

**From:** Sheri Gamba *SG*  
Associate Superintendent Business Services

**Agenda Item:** CI C.4

**Subject:** Disposal of Obsolete and Damaged District Personal Property for the  
School Year 2013-14

**Background Information:** Per Board Policy BP 3279 Sale and Disposal of Books, Equipment and Supplies (Personal Property) and Administrative Regulation AR 3270 the Governing Board recognizes that the District may own personal property which is unusable, obsolete, or no longer needed by the district. The Purchasing Department shall arrange for the sale or disposal of District personal property in accordance with Board policy and the requirements of state law.

**Recommendation:** Recommend approval.

**Fiscal Impact:** No cost to the District

**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:** July 24, 2013

**From:** Sheri Gamba *SG*  
Associate Superintendent Business Services

**Agenda Item:** CI C.5

**Subject:** Procurement Contracts for the School Year 2013-14

**Background Information:** Under Public Contract Code Section 20118 (K-12) our District is able to utilize the following procurement contracts which have been publicly bid, or negotiated for the use by other public entities. These contracts will be utilized during the school year 2013-14. The contracts will allow the District to procure classroom and teacher materials and supplies, along with computers, equipment, and services at a discounted rate saving the District time and money.

Alameda County Corporate Purchasing Agreement  
Alameda County Office of Education Cooperative Purchasing Program  
Apple Computer, Inc  
Val Verde USD Bid #09/10-001 (Southwest School and Office Supplies)  
California Multiple Award Schedules (CMAS)  
CalSave  
County of Los Angeles #43469  
Microsoft Academic SLP #SLP-07-70-0025G  
National Joint Powers Alliance (NJPA)  
NJPA Emergency Response Equipment #032509-CDWG  
School Specialty California Educational Resource Program Contract #V-4  
Toshiba America Business Solutions, Inc. (TABS) Glendale USD Contract #P-12  
The Cooperative Purchasing Network (TCPN)  
US Communities Government Purchasing Alliance  
Western States Contracting Alliance (WSCA) Master Agreement #A63307 (Dell)  
Western States Contracting Alliance (WSCA) Agreement #7-08-70-13 (Cisco)  
Western States Contracting Alliance (WSCA) Agreement #S1523 (Sprint)

**Recommendation:** Recommend approval to utilize the above contracts.

**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**

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**To:** Board of Education

**Meeting Date:** July 24, 2013

**From:** Kenneth L. Whittemore,  
Assistant Superintendent Human Resources

**Agenda Item:** CI C.6

**Subject:** Routine Personnel Changes – Classified

**Background Information:**

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

**Recommendation:** Approve Classified Personnel Changes

**Fiscal Impact:** None

**DISPOSITION BY BOARD OF EDUCATION**

Motion by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

Approved \_\_\_\_\_

Not Approved \_\_\_\_\_

Tabled \_\_\_\_\_

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT**

July 24, 2013

**FOR INFORMATION ONLY**

## Classified Personnel Changes

<b>NEW HIRE</b>			
VERGEIRE, FERDINAND	FACILITIES - ENGINEERING	BOND REG. FACILTY PROJ. MGR.	5/28/2013

  

<b>PROMOTION</b>			
CABRAL, MATTHEW	RICHMOND HIGH	CLASSROOM SUPPORT AIDE	6/3/2013
CLANCY, ANTONIO	EL CERRITO HIGH	CUSTODIAN	6/25/13
GARAY DE EDUARDO, CELINA	PERES	CLASSROOM SUPPORT AIDE	6/3/2013
GERLOFF, JUDITH	CHILD DEVEL. ALL PROGRAMS	PRESCHOOL CASHIER	6/30/2013
GREEN, DARREN	TECHNOLOGY - OPERATION	DESKTOP SUPPORT TECH.	6/30/2013
HERNANDEZ, PEDRO	DOVER	CUSTODIAN	6/10/13
OLSTAD, MATTHEW	DE JEAN MIDDLE SCHOOL	CUSTODIAN	6/10/2013

  

<b>RESIGNATION</b>			
AJAYI, OLADAPO	MADERA	CLASSROOM SUPPORT AIDE	6/7/2013
BELTRAN, BILLY	EL CERRITO HIGH	SECONDAY SCHOOL CASHIER	6/14/2013
BLENKINSOP, CARLA	KENSINGTON	INST. ASSIST. SP. ED.	6/7/2013
BROADWAY, ISIAH	PORTOLA	CUSTODIAN	6/30/2013
BROOKS, DESCHAIINE	NORTH CAMPUS	OFFICE MANAGER MIDDLE SCHOOL	6/11/2013
BROWN, ANDREA	EL CERRITO HIGH	GRADUATE TUTOR	6/7/2013
EVANS, BRANDON	MADERA	CLASSROOM SUPPORT AIDE	6/7/2013
HORNAGE, NICOLE	EL CERRITO HIGH	GRADUATE TUTOR	6/7/2013
JOHNSON, CAROL	TRANSITION	SP. EDUCATION ASSISTANT	6/7/2013
KLACZAK, JAMES	DE ANZA HIGH	GRADUATE TUTOR	6/7/2013
LILES, SUSAN	ADMIN. - FOOD SERVICE	AREA SUPERVISOR - FOOD SERV.	6/28/13
MARSHALL, KEVIN	DOVER	CUSTODIAN	6/30/2013
McDONALD, CHRISTINE	RICHMOND HIGH	TYPIST CLERK II	6/30/13
MILLER, JOAN	MIRA VISTA	SP. EDUCATION ASSISTANT	6/7/2013
MORENO, DANA	PINOLE VALLEY HIGH	SCHOOL LUNCH WORKER 1	6/7/2013
REED, MICHAEL	NUTRITION CENTER	SCHOOL LUNCH WORKER 1	6/30/2013
SANCHEZ, MARGARITA	EL CERRITO HIGH	SCHOOL LUNCH WORKER 1	6/7/2013
STEMPLE, LYDIA	DOWNER	TYPIST CLERK II - BILINGUAL	6/10/2013
TESS, MARTHA	DE JEAN MIDDLE	CAMPUS SECURITY OFFICER I	6/10/2013

  

<b>TERMINATION (DECEASED)</b>			
BREWER, ANTHONY	VERDE	CUSTODIAN	5/9/13

<b>RETIREMENT</b>			
BAYER, JULIE	HANNA RANCH	SCHOOL SECRETARY	6/19/2013
HURLEY, MICHAEL	ED SERVICES	SAFETY DISTRICT OFFICER	6/29/2013
MCDONALD, CHRISTINE	RICHMOND HIGH	TYPIST CLERK II	6/30/2013
SMALL, TERRY	SHELDON	SP. EDUCATION ASSISTANT	6/7/2013
VANCUREN, RUSSELL	WAREHOUSE	HEAD CUSTODIAN	6/29/2013

<b>EXHAUSTION OF LEAVE</b>			
LOYOLA, MIGUEL	PERES	CUSTODIAN	5/23/2013
MORENO, DANA	PINOLE VALLEY	SCHOOL LUNCH WORKER	6/7/2013
TESS, MARTHA	DEJEAN MIDDLE	CAMPUS SECURITY OFFICER 1	6/10/2013

<b>RANGE INCREMENT</b>			
DENNY, COLLEEN	TECH. - OPERATIONAL	INFO. TECH. HELPDESK	5/15/2013

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

**ITEM REQUIRING ATTENTION---BOARD OF EDUCATION**

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**To:** Board of Education **Meeting Date:** July 24, 2013  
**From:** Kenneth L. Whittemore, **Agenda Item:** CI C.7  
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 July 24, 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  
July 24, 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.

Patten University – Student Teaching Agreement

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

**ITEM REQUIRING ATTENTION---BOARD OF EDUCATION**

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**To:** Board of Education **Meeting Date:** July 24, 2013  
**From:** Bill Fay **Agenda Item:** CI C.8  
Associate Superintendent for Operations  
**Subject:** Ratification and Approval of Engineering Services Contracts

**Background Information:**

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

**Recommendation:** Ratify and approve contracts.

**Fiscal Impact:** Total for this action: **\$2,740,015**. 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**

<b>Project/Funding</b>	<b>Dates</b>	<b>Firm</b>	<b>Contract Cost</b>	<b>Reference</b>
Bayview Elementary School Exterior Repairs Project  Measure J Bond (PID:1041223-11)	April 15, 2013 through November 30, 2013	W.J. Robinson & Associates, Inc.	\$23,111	Construction Management Services.
Mira Vista Elementary School ADA Compliant Ramp Project  Measure D-2010 Bond (PID:1391215-02)	May 2013 through December 2013	A3GEO, Inc.	\$15,355	Geotechnical Engineering Services during construction.
Gompers CHS / LPS School Replacement Campus Project  Measure D-2010 Bond (PID:3581366-05)	July 2013 through December 2013	Security By Design	\$6,400	Ongoing support services for security infrastructure and system design.
Ohlone Elementary School Replacement Campus Project  Measure J Bond (PID:1461206-01)	July 2013 through October 2013	Security By Design	\$3,840	Design Services for security infrastructure and system designs.
El Cerrito High School Stadium Project  Measure D-2010 Bond (PID:3541348-00)	July 2013 through December 2013	Security By Design	\$2,960	Design Services for security infrastructure and system designs.
Coronado Elementary School Replacement Campus Project  Measure D-2010 Bond (PID:1121341-00)	July 2013 through December 2013	Security By Design	\$5,600	Design Services for security infrastructure and system designs.
Downer Elementary School New Playfield Project  Measure J Bond (PID:1161224-01)	July 2013 through December 2013	Security By Design	\$1,360	Design Services for security infrastructure and system designs.

**July 24, 2013**

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

**ENGINEERING & ARCHITECTURAL SERVICES CONTRACTS**

Helms Middle School Sports Field and Landscaping Project  Measure Bond (PID:2101101-16)	July 2013 through December 2013	Security By Design	\$1,040	Design Services for security infrastructure and system designs.
Pinole Valley High School Replacement Campus Project  Measure D-2010 Bond (PID:3621377-05)	April 2013 through July 2013	Optony	\$29,800	Commissioning Services for Photovoltaic system.
Dover Elementary School Building A Security Project  Measure J Bond (PID:1151201-03)	July 2013 through December 2013	Security By Design	\$4,480	Design Services for security infrastructure and system designs.
Nystrom Elementary School Abatement and Selective Demolition Project  Measure J Bond (PID:1441205-11)	August 2013 through September 2013	RGA Environmental, Inc.	\$68,425	Environmental Engineering and oversight services during abatement.
Dover Elementary School Bldg A Security Camera Upgrades Project  Measure J Bond (PID:1151201-03)	June 20, 2013 through September 30, 2013	SGI Construction Management, Inc.	\$27,404	Construction Management Services.
Dover Elementary School Multipurpose Building Demolition and Site Improvements Project  Measure J Bond (PID:1151201-04)	June 10, 2013 through November 30, 2013	SGI Construction Management, Inc.	\$50,734	Construction Management Services.
Various School Projects  Measure D-2010 & J Bond	July 1, 2013 through December 31, 2013	SGI Construction Management, Inc.	\$439,542	Design Management Services.
Various School Projects  Measure D-2010 & J Bond	July 1, 2013 through December 31, 2013	SGI Construction Management, Inc.	\$431,061	Program and Construction Management Services.

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**July 24, 2013**



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

**ENGINEERING & ARCHITECTURAL SERVICES CONTRACTS**

Various School Projects  Measure D-2010 & J Bond	July 1, 2013 through December 31, 2013	SGI Construction Management, Inc.	\$1,276,965	Program Management Services.
Ohlone Elementary School Replacement Campus  Measure J Bond (PID: 1461206-01)	July 1, 2013 through February 28, 2014	SGI Construction Management, Inc.	\$285,387	Additional Construction Management Services.
Pinole Valley High School Detention Basin Project  Measure D-2010 (PID: 3621377-01)	June 2013 through July 2013	WLC Architects, Inc.	\$66,551	Design Services to incorporate scope revisions and City of Pinole requested items.

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:** July 24, 2013  
**From:** Bill Fay **Agenda Item:** CI C.9  
Associate Superintendent for Operations  
**Subject:** Ratification and Approval of Negotiated Change Orders

**Background information:**

Staff is seeking ratification of Change Orders on the following current District construction projects: Ellerhorst ES Restroom Repairs; Lincoln ES Restroom Repairs; New Gompers & LPS Richmond Schools; Portola MS Demolition of Existing 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: **(\$11,570.00)**

**DISPOSITION BY BOARD OF EDUCATION**

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Approved \_\_\_\_\_ Not Approved \_\_\_\_\_ Tabled \_\_\_\_\_

**July 24, 2013 Change Order Ratification Summary**

					Items Pending Board Action					
	Project	Company	Original Contract	Previously Approved CO's	CO's Pending Ratification	CO's Pending Approval	Total CO's	CO Percent of Original Contract	Adjusted New Contract	Change Order Numbers
1	Ellerhorst ES Restroom Repairs	B Side Inc.	\$175,000.00	-\$9,138.46	-\$15,759.00	\$0.00	-\$24,897.46	-14.23%	\$150,102.54	4
2	Lincoln ES Restroom Repairs	B Side Inc.	\$245,000.00	\$1,424.22	-\$8,813.00	\$0.00	-\$7,388.78	-3.02%	\$237,611.22	4
3	New Gompers & LPS Richmond	Lathrop Construction Assoc.	\$53,887,350.00	-\$15,978.00	\$16,502.00	\$0.00	\$524.00	0.00%	\$53,887,874.00	9 & 10
4	Portola MS Demolition of Existing Campus	Alten Construction Inc.	\$2,102,267.00	\$164,800.00	-\$3,500.00	\$0.00	\$161,300.00	7.67%	\$2,263,567.00	17

Pending Board Actions	Ratifications	(\$11,570.00)
	Approvals	\$0.00
	Total Board Action	(\$11,570.00)

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

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

**ITEM REQUIRING ATTENTION---BOARD OF EDUCATION**

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**To:** Board of Education **Meeting Date:** July 24, 2013  
**From:** Bill Fay **Agenda Item:** CI C.10  
Associate Superintendent for Operations  
**Subject:** Approve Measure J and D 2010, Measure E 2012, Bond Program Budget Expenditure Authorization

**Background Information:**

The District needs to update the Bond Program Budget to accommodate updated anticipated project costs, based on recently received bids and updated construction estimates. Projects and budgets were presented to the Facilities Subcommittee on June 11, 2013 and July 9, 2013. Motions were approved to send the budgets to the full Board for approval. The attached expenditure authorization worksheet includes these proposed adjustments.

Several other current construction estimates exceed the approved project budgets; therefore an ongoing reconciliation will be needed as projects are bid, closed out, and/or additional expenditures are incurred.

**Recommendation:** Approve Measure J and D 2010, Measure E. 2013, Bond Program budget expenditure authorization.

**Fiscal Impact:** Updated budgets for Measure J and D 2010, Measure E 2012 Bond Program.

**DISPOSITION BY BOARD OF EDUCATION**

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_  
Approved \_\_\_\_\_ Not Approved \_\_\_\_\_ Tabled \_\_\_\_\_

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

<b>WCCUSD BOND PROGRAM 2013 BUDGET EXPENDITURE ADJUSTMENTS</b>				
<b>EXPENDITURE AUTHORIZATION WORKSHEET</b>				
<b>SOURCE</b>	<b>APPR'D EXPEND. AUTHORITY (April 10, 2013)</b>	<b>ADJUSTMENTS</b>	<b>EXPENDITURE AUTHORITY</b>	<b>REFERENCE</b>
Downer ES Field	\$330,000	\$0	\$330,000	
Cameron ES	\$250,000	\$0	\$250,000	Architectural Planning Fees
Coronado ES*	\$32,000,000	\$0	\$32,000,000	
Dover ES	\$32,028,548	\$0	\$32,028,548	
Ford ES	\$29,750,000	\$0	\$29,750,000	Extended time, closeout, window shades
Fairmont ES*	\$33,877,605	\$0	\$33,877,605	
Highland ES*	\$34,500,000	<b>\$19,300,000</b>	<b>\$53,800,000</b>	<b>Approved FSC Meeting, 07/09/13</b>
King ES	\$23,731,084	\$0	\$23,731,084	
Lake ES	\$500,000	\$0	\$500,000	Architectural Planning Fees
Mira Vista ES	\$100,000	\$0	\$100,000	ADA Compliance - Arch'l Fees Only
Montalvin Manor	\$4,000,000	\$0	\$4,000,000	
Nystrom ES*	\$32,481,474	\$0	\$32,481,474	
Ohlone ES*	\$33,231,437	\$0	\$33,231,437	
Olinda ES	\$500,000	\$0	\$500,000	Architectural Planning Fees
Peres ES Renovation	\$2,200,000	\$0	\$2,200,000	Dental Clinic, RRs, Modernizations
Peres ES Renovation - Phase II	\$1,000,000	\$0	\$1,000,000	Additional Modernizations
Riverside ES	\$250,000	\$0	\$250,000	Architectural Planning Fees
Shannon ES	\$500,000	\$0	\$500,000	Architectural Planning Fees
Stege ES	\$30,000,000	\$0	\$30,000,000	
Valley View ES*	\$34,066,383	\$0	\$34,066,383	
Wilson ES*	\$34,000,000	<b>\$15,000,000</b>	<b>\$49,000,000</b>	<b>Approved FSC Meeting, 07/09/13</b>
Helms Middle	\$86,500,000	\$0	\$86,500,000	Fields project bid and soft costs
Pinole Middle*	\$52,198,359	\$0	\$52,198,359	
Portola Middle*	\$69,000,000	\$0	\$69,000,000	G.C. Bid, Full-time CA, Legal, EIR MMRP
Leadership + Gompers	\$76,515,983	\$0	\$76,515,983	Construction bid and soft costs
Richmond High School	\$11,482,248	\$0	\$11,482,248	Small projects, Closeout
Richmond High School	\$40,000,000	\$0	\$40,000,000	Health Center, Gym, CR/Library Bldgs.
Kennedy High School	\$13,598,556	\$0	\$13,598,556	
Kennedy High School*	\$5,000,000	\$0	\$5,000,000	Science Building
Kennedy High School	\$7,200,000	\$0	\$7,200,000	Swim Center
Kennedy High School	\$800,000	\$0	\$800,000	Measure D-2010 Projects
Hercules Middle School	\$12,000,000	<b>\$17,800,000</b>	<b>\$29,800,000</b>	<b>Approved FSC Meeting, 07/09/13</b>
De Anza High School*	\$114,710,340	\$0	\$114,710,340	New School, Demolition, B10 & Field
El Cerrito High	\$125,000,000	\$0	\$125,000,000	
ECHS Stadium*	\$7,000,000	\$0	\$7,000,000	
Pinole Valley High School*	\$180,000,000	\$0	\$180,000,000	
Restroom Wall Projects	\$3,476,576	\$0	\$3,476,576	Adjustment due to addition of projects and increased construction costs
Waterproofing Projects	\$2,549,805	\$0	\$2,549,805	Ellerhorst, Harding, Lupine Hills
Deferred Capital Projects (Measure J)	\$2,342,234	\$0	\$2,342,234	Chavez, Cameron, Highland, Harding, Hanna Ranch, Transition, Lake, Murphy, Olinda, Peres, Shannon, Sheldon, Stege, Stewart, Tara Hills, Valley View, Vista, Crespi, LDJ, PVHS, Richmond HS
Deferred Capital Projects (Measure D-2010)	\$2,300,000	<b>\$816,000</b>	<b>\$3,116,000</b>	<b>Approved FSC Meeting, 06/11/13 - Fund 14</b>
Furnishing/Equipment (Measure D)	\$4,952,897	\$0	\$4,952,897	Portola MS
Furnishings/Equipment (Measure J)	\$7,808,723	\$0	\$7,808,723	DAHS, KHS, Nystrom, Ohlone Remain
Furnishings/Equipment (Measure D-2010)	\$5,000,000	\$0	\$5,000,000	
Network Technology (Measure D)	\$5,124,777	\$0	\$5,124,777	Portola MS
Network Technology (Measure J)	\$7,800,000	\$0	\$7,800,000	Redistributed to Project Budgets
District Technology (Measure D-2010)	\$5,000,000	\$0	\$5,000,000	
Project Technology (Measure D-2010)	\$5,000,000	\$0	\$5,000,000	
District Technology (Measure E)	\$20,000,000	\$0	\$20,000,000	Common Core
Program Coordination (Measure J)	\$15,000,000	\$0	\$15,000,000	Program Coordination, Exhausted
Program Coordination (Measure D-2010)	\$15,000,000	\$0	\$15,000,000	District-wide program costs, legal
Program Contingency (Measure J)	\$0	\$0	\$0	Program Contingency, Exhausted
Program Contingency (Measure D-2010)	\$6,000,000	\$0	\$6,000,000	
Program Contingency (Measure E)	\$6,000,000	\$0	\$6,000,000	
Measure M Modernization and New Construction Phase 1A	\$126,200,000	\$0	\$126,200,000	DSA Closeout costs
Measure M Modernization and New Construction Phase 1B	\$143,943,109	\$0	\$143,943,109	PO Close-Out
Additional Bond Funded Projects	\$22,903,011	\$0	\$22,903,011	Vista Hills DSA Closeout
Richmond College Prep	\$4,413,308	\$0	\$4,413,308	Project Closeout
Master Planning	\$107,500	\$0	\$107,500	Revised site survey
Additional Projects	\$624,932	\$0	\$624,932	Portable Projects, Closeout

\* Current construction estimate exceeds approved project budget. Expenditure may require adjustment at a future date.

**Disclaimer: The Expenditure Authority Worksheet does not represent the entire Bond Program budget. Its purpose is to maintain proper program budget management.**

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

ITEM REQUIRING ATTENTION --- BOARD OF EDUCATION

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**To:** Board of Education **Meeting Date:** July 24, 2013  
**From:** Bill Fay **Agenda Item:** CI C.11  
Associate Superintendent for Operations  
**Subject:** Ratification of Staff Awarded Contract: Kennedy HS Kitchen Flooring

**Background information:**

HMR Architects has prepared plans and specifications for the project. Scope of work includes preparation of the concrete slab surface with moisture vapor reducer and the installation of the epoxy flooring finish system.

The District conducted a public bid process for the project. Bids were received on July 2<sup>nd</sup>, 2013. One contractor submitted a bid as follows: The Thompson Construction Group, Inc. \$59,440. The apparent low bidder is The Thompson Construction Group, Inc.

**Recommendation:**

Ratify the award to The Thompson Construction Group, Inc.

**Fiscal Impact: \$59,440.**

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:** July 24, 2013  
**From:** Bill Fay **Agenda Item:** CI C.12  
Associate Superintendent for Operations  
**Subject:** Ratification of Staff Awarded Contract: Vista AHS and Bayview ES Restrooms  
Renovation

**Background information:**

Sally Swanson Architects, Inc. has prepared plans and specifications for the project. Scope of work includes renovate of existing restrooms including removal and reinstallation of plumbing and electrical fixtures, HVAC grills/ exhaust fans, toilet partitions, access panels, and accessories. Work also includes refurbishing existing doors and trim, epoxy flooring, and re-glazing existing windows in addition to the removal and reinstalling of gypsum boards, tiles and electric hand dryers.

The District conducted a public bid process for the project. Bids were received on June 27, 2013. Three contractors submitted bids. They are as follows: AM Woo Construction, \$469,000; Streamline Builders, Inc. \$470,000; ERA Construction \$495,000. The apparent low bidder is AM Woo Construction, Inc.

**Recommendation:**

Ratify the award to AM Woo Construction, Inc.

**Fiscal Impact: \$469,000.**

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:** July 24, 2013  
**From:** Bill Fay **Agenda Item:** CI C.13  
Associate Superintendent for Operations  
**Subject:** Agreement for Program, Project and Construction Management Services Between  
West Contra Costa Unified School District And SGI Construction Management  
("Agreement")

**Background information:** In July 2012, the District advertised a Request for Proposals for Program and Construction Management Services in local papers of general circulation and posted on the Facilities Planning and Construction website. In December 2012, the District's Evaluation Committee met to evaluate six proposals to determine the firms that would be invited to interview. The Evaluation Committee evaluated the proposals and the top four scoring firms ("Firms") were invited to interview with the District's selection committee. The Firms were interviewed by the District's Selection Committee on March 25, 2013. The Firms were evaluated based on their understanding of the requirements and needs of the District's Capital Program as demonstrated by the Firms project teams. Firms were rated on the completeness of their understanding of the District's Capital Program and their demonstrated ability to meet the District's Capital Program needs.

Subsequent to the evaluation, the District's Facilities Subcommittee of the Board of Education approved the Selection Committee's recommendation to retain SGI Construction Management to perform Program Management services. The Facilities Subcommittee further directed that SGI be retained to provide Construction Management services.

The Agreement provides for SGI to provide both Program and Construction Management services for projects that are a part of the District's Measures D and E Bond Program. SGI will be paid based on work completed on a per hour basis, per an agreed upon fee schedule attached as Exhibit "D" to the Agreement.

**Recommendation:** Approve the attached Agreement for Program, Project and Construction Management Services between West Contra Costa Unified School District and SGI Construction Management for 2013 – 2018.

**Fiscal Impact:** To Be Determined.

DISPOSITION BY BOARD OF EDUCATION

Motion by: \_\_\_\_\_ Seconded by: \_\_\_\_\_  
Approved \_\_\_\_\_ Not Approved \_\_\_\_\_ Tabled \_\_\_\_\_



**AGREEMENT FOR PROGRAM, PROJECT AND  
CONSTRUCTION MANAGEMENT SERVICES  
BETWEEN  
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT  
AND  
SEVILLE GROUP, A CALIFORNIA CORPORATION,  
DOING BUSINESS AS  
SGI, CONSTRUCTION MANAGEMENT**

**AGREEMENT FOR PROGRAM, PROJECT AND  
CONSTRUCTION MANAGEMENT SERVICES  
BETWEEN  
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT  
AND  
SGI CONSTRUCTION MANAGEMENT**

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## **AGREEMENT FOR PROGRAM, PROJECT AND CONSTRUCTION MANAGEMENT SERVICES**

This Agreement for Program, Project and Construction Management Services ("Agreement") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2013, between the **West Contra Costa Unified School District** ("District") and **Seville Group, a California corporation, dba SGI, Construction Management** ("Construction Manager") (collectively, the "Parties"), for the following project(s) (collectively the "Project"):

The construction management and administration of the following projects, which are part of the District's Measures D and E Bond Program ("Program") (See Exhibit "A" for Projects and scope).

The Project may include multiple components. Any one of the components or combination thereof may be changed, including terminated, in the same manner as the Project, as indicated herein, without changing in any way the remaining component(s). The provisions of this Agreement shall apply to each component without regard to the status of the remaining component(s). Construction Manager shall invoice for each component separately and District shall compensate Construction Manager for each component separately on a proportionate basis based on the level and scope of work completed for each component.

That for and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

### **Article 1. DEFINITIONS**

- 1.1. In addition to the definitions above, the following definitions for words or phrases shall apply when used in this Agreement, including all Exhibits:
  - 1.1.1. **Agreement:** The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.
  - 1.1.2. **Architect:** The architect(s) that the District designates as being the architect(s) for all or a portion of the Project, including all consultants to the Architect(s). The Architect is a member of the Design Team
  - 1.1.3. **Construction Manager:** The entity listed in the first paragraph of this Agreement, including all Consultant(s) to the Construction Manager.
  - 1.1.4. **Construction Budget:** The total amount indicated by the District for the Project plus all other costs, including design, construction, administration, financing, and all other costs.
  - 1.1.5. **Construction Cost Budget:** The total cost to District of all elements of the Project designed or specified by the Design Team, as adjusted at the end of each design phase in accordance with this Agreement. The Construction Cost Budget does not include the compensation of the Program Manager, the Design Team, the Construction Manager, the cost of the land, rights-of-way, financing or other costs which are the responsibility of the District.
  - 1.1.6. **Consultant(s):** Any and all consultant(s), sub-consultant(s),

subcontractor(s), or agent(s) to the Construction Manager.

- 1.1.7. **Design Team:** The architect(s), engineer(s), and other designer(s) that the District designates as designing all or a portion of the Project, including all consultants to the architect(s), engineer(s) or other designer(s), who have a responsibility to the District to design all or a portion of the Project either directly or as a subconsultant or subcontractor.
- 1.1.8. **DSA:** The Division of the State Architect.
- 1.1.9. **Extra Services:** Extra Services are defined in Article 7 and **Exhibit "B."**
- 1.1.10. **Fee:** The Construction Manager's Fee is defined herein, payable as set forth herein and in **Exhibit "D."**
- 1.1.11. **Program Manager:** Any program manager hired to perform program management services under for the District, including all Consultant(s) to the Program Manager. If no Program Manager is hired by the District for the Project(s), then all references to "Program Manager" shall be read and interpreted as the District.
- 1.1.12. **Service(s):** All labor, materials, supervision, services, tasks, and work that the Construction Manager is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.

## **Article 2. SCOPE, RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANAGER**

- 2.1. **Scope:** Construction Manager shall provide the Services described herein and under **Exhibit "A"** for the Project. The parties agree that the Construction Manager's Services described herein are based on a construction manager / general contractor structure on the Project(s). The District reserves the right to change this structure including, without limitation, utilizing a construction manager / multiple-prime structure, a design-build structure, or a lease-leaseback structure, each of which the Parties agree may require the Construction Manager's Fee and Scope as well as certain terms and conditions of this Agreement to be adjusted by an amendment, in writing and signed by both Parties.
- 2.2. **Coordination:** In the performance of Construction Manager's services under this Agreement, Construction Manager agrees that it will maintain such coordination with District personnel and/or its designated representatives as may be requested and desirable. This shall include, without limitation, coordination with all members of the District's Design Team, and the persons responsible for operation of the District's Labor Compliance Program, if any. If the Construction Manager employs sub-consultant(s), the Construction Manager shall ensure that its contract(s) with its sub-consultant(s) include language notifying the sub-consultant(s) of the District's Labor Compliance Program, if any.
- 2.3. **Construction Manager's Services:** Construction Manager shall act as the District's agent to render the services and furnish the work as described in

**Exhibit "A,"** which will commence upon the receipt of a Notice to Proceed signed by the District representative. Construction Manager's services will be completed in accordance with the schedule attached as **Exhibit "C."**

### **Article 3. CONSTRUCTION MANAGER STAFF**

3.1. The Construction Manager has been selected to perform the work herein because of the skills and expertise of key individuals as set forth within the guidelines and parameters of the RFP/RFQ, ("Minimum District Requirements").

3.2. The Construction Manager agrees that the following key people in Construction Manager's firm shall be associated with the Project in the following capacities:

Principal in Charge:	Lance Jackson
Project Director:	Karim Nassab
Senior manager:	Tim Peel
Dep. Program Managers:	Juan Garrahan, TBD

3.3. The Construction Manager shall not change any of the key personnel listed above without prior written approval by District, unless said personnel cease to be employed by Construction Manager. In either case, District shall be allowed to interview and approve replacement personnel.

3.4. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice the Construction Manager shall immediately remove that person from the Project and provide a temporary replacement. Construction Manager shall within seven (7) days provide a permanent replacement person acceptable to the District. All lead or key personnel for any Consultant must also be designated by the consultant and are subject to all conditions previously stated in this paragraph.

3.5. Construction Manager represents that the Construction Manager has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Agreement and that no person having any such interest shall be employed by Construction Manager.

### **Article 4. SCHEDULE OF WORK**

The Construction Manager shall commence work under this Agreement upon receipt of a Notice to Proceed, and shall prosecute the work diligently as described in **Exhibit "A"** in accordance with the schedule attached as **Exhibit "C."** Time is of the essence and failure of Construction Manager to perform work on time as specified in this Agreement is a material breach of this Agreement.

### **Article 5. CONSTRUCTION COST BUDGET**

5.1. The Construction Manager shall have responsibility to develop, review, and reconcile the Construction Cost Budget with the Design Team and the District throughout the design process and construction.

- 5.2. The Construction Cost Budget shall be the total cost to District of all elements of the Project designed or specified by the Project design professional(s). The Construction Cost Budget does not include the compensation of the Construction Manager, the Project design professional(s), sub-consultants, the cost of the land, rights-of-way, financing or other costs which are the responsibility of the District.
- 5.3. Construction Manager shall work appropriately with the Project design professional(s) during the Schematic Design Phase, Design Development Phase, and Construction Documents Phase, as described in **Exhibit "A,"** so that the construction cost of the work designed by the Project design professional(s) will not exceed the Construction Cost Budget, as may be adjusted subsequently with the District's written approval. The Construction Manager shall notify the District if it believes the construction cost of the work by the Project design professional(s) will exceed the Construction Cost Budget. The Construction Manager, however, shall not perform or be responsible for any design or architectural services.
- 5.4. Evaluations of the District's Construction Budget, and preliminary and detailed cost estimates prepared by the Construction Manager, represent the Construction Manager's best judgment as a professional familiar with the construction industry.
- 5.5. If the Bidding Phase has not commenced within ninety (90) days after DSA approval, the Construction Cost Budget shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the District and the date on which proposals are sought.
- 5.6. If any of the following events occur:
- 5.6.1. If the lowest responsive base bid received is in excess of ten percent (10%) of the Construction Cost Budget, or
- 5.6.2. If the combined total of base bid and all additive alternates come in fifteen percent (15%) or more under the Construction Cost Budget, or
- 5.6.3. If the Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the county in which the District is located, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy, then the District, in its sole discretion, has one or a combination of the following alternatives:
- 5.6.3.1. Give the Construction Manager written approval on an agreed adjustment to the Construction Cost Budget.
- 5.6.3.2. Authorize the Construction Manager to re-negotiate, where appropriate, re-bid on or more Projects within three (3) months time (exclusive of District and other agencies' review time).
- 5.6.3.3. Terminate this Agreement if the Program is abandoned,

without further obligation by either party.

- 5.6.3.4. Instruct the Project design professional(s) to revise the drawings and specifications to bring the Project within the Construction Cost Budget for re-bidding, with Construction Manager's performing cost estimating, value engineering, and/or bidding support at no additional cost to the District.

- 5.7. The Construction Cost Budget shall be reconciled at the completion of each design phase.

#### **Article 6. FEE AND METHOD OF PAYMENT**

- 6.1. District shall pay Construction Manager for all services contracted for under this Agreement on an hourly basis pursuant to the Fee Schedule attached to **Exhibit "D."**
- 6.2. No increase in Fee will be due from change orders generated during the construction period to the extent caused by Construction Manager's errors or omissions.
- 6.3. The Construction Manager's Fee set forth in this Agreement shall be full compensation for all of Construction Manager's Services incurred in the performance hereof as indicated in **Exhibit "D"**, including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location, offices, personal equipment, per diem expenses, printing, providing, or shipping of deliverables in the quantities set forth in **Exhibit "A."**

#### **Article 7. PAYMENT FOR EXTRA SERVICES**

- 7.1. District-authorized Services outside of the scope in **Exhibit "A"** are "Extra Services." Any charges for Extra Services shall be paid by the District as described in **Exhibit "B"** only upon certification that the claimed Extra Services were authorized in writing in advance by the District and that the Extra Services have been satisfactorily completed.
- 7.2. A written proposal describing the proposed scope of services and listing the personnel, labor duration, rates, and cost must be submitted by the Construction Manager to the District for written approval before proceeding with any Extra Services.

#### **Article 8. OWNERSHIP OF DATA**

After completion of the Project or after termination of this Agreement, Construction Manager shall deliver to District a complete set of Project records, including without limitation all documents generated by Construction Manager, copies of all documents exchanged with or copied to or from all other Project participants, and all closeout documents. Project records shall be indexed and appropriately organized for easy use by District personnel. All Project records are property of the District, whether or not those records are in the Construction Manager's possession.

#### **Article 9. TERMINATION OF AGREEMENT**

- 9.1. If Construction Manager fails to perform Construction Manager's duties to the satisfaction of the District, or if Construction Manager fails to fulfill in a timely and professional manner Construction Manager's material obligations under this Agreement, or if Construction Manager violates any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement effective immediately upon the District giving written notice thereof to the Construction Manager. In the event of a termination pursuant to this subdivision, Construction Manager may invoice District for all work performed until the notice of termination. District shall have the right to withhold payment and deduct any amounts reasonably equal to the District's costs because of Construction Manager's actions, errors, or omissions that caused the District to terminate the Construction Manager, pending resolution of the dispute.
- 9.2. District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Construction Manager may invoice District and District shall pay all undisputed invoice(s) for work performed until the notice of termination. This shall be the only amount(s) potentially owing to Construction Manager's if there is a termination for convenience.
- 9.3. The Construction Manager has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement and fails to cure such material default within sixty (60) days, or if the default cannot be cured within sixty (60) days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from Construction Manager. Such termination shall be effective after receipt of written notice from Construction Manager to the District.
- 9.4. Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.
- 9.5. If, at any time in the progress of the Project, the governing board of the District determines that the Project should be terminated, the Construction Manager, upon written notice from the District of such termination, shall immediately cease work on the Project. The District shall pay the Construction Manager only the Fee associated with the Services provided, since the last invoice that has been paid and up to the notice of termination.
- 9.6. If the Project is suspended by the District for more than one hundred and eighty (180) consecutive days, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the schedule shall be adjusted and the Construction Manager's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Construction Manager's services. Upon resumption of the Project after suspension, the Construction Manager will take all reasonable efforts to maintain the same Project personnel.

#### **Article 10. INDEMNITY**



- 10.1. To the furthest extent permitted by California law, Construction Manager shall defend, indemnify and hold free and harmless the District, its agents, representative, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claims"), to property or persons, including personal injury and/or death, directly or indirectly arising out of, connected with, or resulting from the performance of the services, the Project, or this Agreement unless a Claim is caused by the sole negligence or sole willful misconduct of the indemnified parties.
- 10.2. Construction Manager shall pay and satisfy any judgment, award or decree that may be rendered against the indemnified parties in any Claim. Construction Manager shall also reimburse District for the cost of any settlement paid by District arising out of any Claim, reasonably related to Construction Manager's scope of services under this contract. Construction Manager shall reimburse the indemnified parties for any and all legal expenses and costs, including attorneys' fees, expert witness fees and consultant fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided to the extent caused by the above agreement to indemnify. Construction Manager's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the indemnified parties. District shall have the right to accept or reject any legal representation that Construction Manager proposes to defend the indemnified parties.

#### **Article 11. FINGERPRINTING**

- 11.1. Unless the District has determined pursuant to Education Code section 45125.2 that on the basis of scope of work in this Agreement that Construction Manager and its subcontractors and employees will have only limited contact with pupils, the Construction Manager shall comply with the provisions of Education Code section 45125.01 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. The Construction Manager shall not permit any employee to have any contact with District pupils until such time as the Construction Manager has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. The Construction Manager's responsibility shall extend to all employees, agents, and employees or agents of its subcontracts regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Construction Manager. Verification of compliance with this section and the Criminal Background Investigation Certification (**Exhibit "E"**) shall be provided in writing to the District prior to each individual's commencement of employment or participation on the Project and prior to permitting contact with any student.
- 11.2. No drugs, alcohol and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, or contractors are to use drugs on these sites.

- 11.3. Unacceptable and/or loud language will not be tolerated. "Cat calls" or other derogatory language toward students or public will not be allowed.

## **Article 12. RESPONSIBILITIES OF THE DISTRICT**

- 12.1. The District shall examine the documents submitted by the Construction Manager and shall render decisions so as to avoid unreasonable delay in the process of the Construction Manager's services.
- 12.2. The District shall provide to the Construction Manager complete information regarding the District's requirements for the Project.
- 12.3. The District shall retain design professional(s) whose services, duties and responsibilities shall be described in written agreement(s) between the District and design professional(s).
- 12.4. The District shall, in a timely manner, and with Construction Manager's assistance, secure, submit and pay for necessary approvals, easements, assessments, permits and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities, subject to Construction Manager's and/or the design professional(s) duties to recommend or provide same.
- 12.5. The District, its representatives, and consultants shall communicate with the contractor either directly or through the Construction Manager.
- 12.6. During the Construction Phase of the Project, the District may require that the contractors submit all notices and communication relating to the Project directly to the Construction Manager.
- 12.7. The District shall designate an officer, employee and/or other authorized representatives to act on the District's behalf with respect to the Project. The District's representative for the Project shall be available during working hours and as often as may be required to render decisions and to furnish information in a timely manner.

## **Article 13. LIABILITY OF DISTRICT**

- 13.1. Other than as provided in this Agreement or California law the District shall not be liable, regardless of whether any claim is based on contract or tort, for any consequential damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
- 13.2. Any and all costs incurred by District, or for which District may become liable, to the extent caused by intentional misconduct, recklessness or gross negligence shall be paid to District by Construction Manager as provided for herein and/or under California law.
- 13.3. District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Construction Manager, or by its employees, even though such equipment be furnished or loaned to Construction Manager by District.

- 13.4. To the extent permitted law and reasonably obtaining insurance policies, the Construction Manager hereby waives any and all additional recovery from the District under this Agreement, which loss or damage is already covered and paid by valid and collectible insurance policies. Construction Manager agrees to have its required insurance policies endorsed to prevent the invalidation of insurance coverage by reason of this waiver. This waiver shall extend to claims paid, or expenses incurred, by Construction Manager's insurance company on behalf of the District.

#### **Article 14. INSURANCE**

- 14.1. Construction Manager shall procure prior to commencement of the work of this Agreement and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Construction Manager, their agents, representatives, employees and sub-consultant(s).
- 14.2. **Minimum Scope and limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits:
- 14.2.1. **Commercial General Liability.** Two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 14.2.2. **Commercial Automobile Liability, Any Auto.** Two million dollars (\$2,000,000) per accident for bodily injury and property damage.
- 14.2.3. **Workers' Compensation.** Statutory limits required by the State of California and
- 14.2.4. **Employer's Liability.** Two million dollars (\$2,000,000) per accident for bodily injury or disease.
- 14.2.5. **Professional Liability.** This insurance shall cover the Construction Manager and his/her sub-consultant(s) for two million dollars (\$2,000,000) aggregate limit subject to no more than twenty-five thousand dollars (\$25,000) per claim deductible, coverage to continue through completion of construction plus two years thereafter. The policy must contain terms or endorsements extending coverage that requires the insurer to defend and indemnify for acts which happen before the effective date of the policy provided the claim is first made during the policy period.
- 14.3. The District reserves the right to modify the limits and coverage described herein, with appropriate credits or changes to be negotiated for such changes.
- 14.4. **Deductibles and Self-Insured Retention:** Any deductibles or self-insured

retention exceeding \$25,000 must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or the Construction Manager shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**14.5. Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

14.5.1. All policies except for the professional insurance policy shall be written on an occurrence form

14.5.2. The District, the Construction Manager, their representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Construction Manager; instruments of service and completed operations of the Construction Manager; premises owned, occupied or used by the Construction Manager; or automobiles owned, leased, hired or borrowed by the Construction Manager. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

14.5.3. For any claims related to this project, the Construction Manager's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Construction Manager's insurance and shall not contribute with it.

14.5.4. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

14.5.5. The Construction Manager's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

14.5.6. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

**14.6. Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII.

**14.7. Verification of Coverage:** Construction Manager shall furnish the District with:

14.7.1. Certificates of insurance showing maintenance of the required insurance coverage;

14.7.2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before work commences.

**Article 15. NONDISCRIMINATION**

Construction Manager agrees that no discrimination shall be made in the employment of persons under this Agreement because of the race, national origin, ancestry, religion, age, physical disability, sex, or sexual orientation of such person. Construction Manager shall comply with any and all regulations and laws governing nondiscrimination in employment.

**Article 16. COVENANT AGAINST CONTINGENT FEES**

Construction Manager warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Construction Manager, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Construction Manager, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

**Article 17. ENTIRE AGREEMENT/MODIFICATION**

This Agreement, including the Exhibits hereto, supersedes all previous contracts and constitutes the entire understanding of the parties hereto. Construction Manager shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. Construction Manager specifically acknowledges that in entering this Agreement, Construction Manager relies solely upon the provisions contained in this Agreement and no others.

**Article 18. NON-ASSIGNMENT OF AGREEMENT**

In as much as this Agreement is intended to secure the specialized services of the Construction Manager, Construction Manager may not assign, transfer, delegate or sublet any interest therein without the prior written consent of District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of Construction Manager and any such assignment, transfer, delegation or sublease without Construction Manager's prior written consent shall be considered null and void.

**Article 19. LAW, VENUE**

- 19.1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.
- 19.2. The county in which the District administration office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

#### **Article 20. ALTERNATIVE DISPUTE RESOLUTION**

All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. If this method proves unsuccessful, then all claims, disputes or controversies as stated above may be decided through arbitration, if agreed to by all Parties.

#### **Article 21. SEVERABILITY**

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

#### **Article 22. EMPLOYMENT STATUS**

- 22.1. Construction Manager shall, during the entire term of Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow District to exercise discretion or control over the professional manner in which the Construction Manager performs the services which are the subject matter of this Agreement; provided always, however, that the services to be provided by Construction Manager shall be provided in a manner consistent with all applicable standards and regulations governing such services.
- 22.2. Construction Manager understands and agrees that the Construction Manager's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrue to a District employee.
- 22.3. Should District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Construction Manager is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Construction Manager which can be applied against this liability). District shall then forward those amounts to the relevant taxing authority.

- 22.4. Should a relevant taxing authority determine a liability for past services performed by Construction Manager for District, upon notification of such fact by District, Construction Manager shall promptly remit such amount due or arrange with District to have the amount due withheld from future payments to Construction Manager under this Agreement (and offsetting any amounts already paid by Construction Manager which can be applied as a credit against such liability).
- 22.5. A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Construction Manager shall not be considered an employee of District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Construction Manager is an employee for any other purpose, then Construction Manager agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Construction Manager was not an employee.
- 22.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

**Article 23. WARRANTY OF CONSTRUCTION MANAGER**

- 23.1. Construction Manager warrants that the Construction Manager is properly licensed and/or certified under the laws and regulations of the State of California to provide all the services that it has herein agreed to perform.
- 23.2. Construction Manager certifies that it is aware of the provisions of the Labor Code of the State of California that require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with those provisions before commencing the performance of the work of this Agreement.
- 23.3. Construction Manager certifies that it is aware of the provisions of Division 2, Part 1 of the Labor Code of the State of California that requires employers to pay employees in full and on time and will abide by those provisions and ensure that employees shall be paid timely pursuant to a reasonable payroll schedule for time worked.
- 23.4. Construction Manager certifies that it is aware of the provisions of California Labor Code that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). Since the Construction Manager is performing work as part of an applicable "public works" or "maintenance" project, and since the total compensation is One Thousand Dollars (\$1,000) or more, the Construction Manager agrees to fully comply with and to require its sub-consultant(s) to fully comply with all applicable prevailing wage requirements of the California Labor Code.

**Article 24. COST DISCLOSURE - DOCUMENTS AND WRITTEN REPORTS**

Construction Manager shall be responsible for compliance with California Government Code section 7550, if the total cost of the Agreement is over Five Thousand Dollars (\$5,000).

**Article 25. COMMUNICATIONS / NOTICE**

Communications between the Parties to this Agreement may be sent to the following addresses:

<b><u>District</u></b> West Contra Costa Unified School District 1300 Potrero Avenue Richmond, CA 94804 ATTN: Director of Facilities and Construction	<b><u>Construction Manager</u></b> Seville Group, a California corporation, dba SGI, Construction Management _____, CA _____ ATTN: _____
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The Parties, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

**Article 26. DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION**

Pursuant to section 17076.11 of the Education Code, the District has a participation goal for disabled veteran business enterprises (DVBES) of at least three percent (3%), per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (the Act). This Project may use funds allocated under the Act. Therefore, to the extent feasible, the Construction Manager shall provide to the District certification of compliance with the procedures for implementation of DVBE contracting goals, appropriate documentation identifying the amount paid to DVBEs in conjunction with the contract, and documentation demonstrating the Construction Manager's good faith efforts to meet these goals.

**Article 27. OTHER PROVISIONS**

- 27.1. The Construction Manager shall be responsible for the cost of construction change orders caused directly by the Construction Manager's willful misconduct or negligent acts, errors or omissions. Without limiting Construction Manager's liability for indirect or consequential cost impacts, the direct costs for which the Construction Manager shall be liable shall equal its proportionate share of the difference between the cost of the change order and the reasonable cost of the work had such work been a part of the originally prepared construction documents.
- 27.2. Neither the District's review, approval of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Construction Manager shall remain liable to the District in accordance with this Agreement for all damages to the District caused by Construction Manager's failure to perform any of the services furnished under this Agreement to the standard of care of the



Construction Manager for its Services, which shall be, at a minimum, the standard of care of construction managers performing similar work for California school districts at or around the same time and in or around the same geographic area of the District.

- 27.3. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date(s) indicated below.

Dated: \_\_\_\_\_,  
2013

Dated: \_\_\_\_\_,  
2013

**West Contra Costa Unified School District**

**Seville Group, a California corporation,  
dba SGI, Construction Management**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Print Title: \_\_\_\_\_

**EXHIBIT "A"**

**RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANAGER**

1.	BASIC SERVICES	A-1
2.	GENERAL PROGRAM SERVICES	A-3
3.	PRECONSTRUCTION PHASE	A-3
4.	PRE-BID PHASE	A-5
5.	BIDDING PHASE	A-6
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7.	PROJECT COMPLETION	A-8
8.	FINAL DOCUMENTS	A-9
9.	WARRANTY	A-9
10.	AUDIT	A-9

## **EXHIBIT "A"**

### **RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANAGER**

Construction Manager shall provide the professional services herein and as necessary for completing the following:

#### **1. BASIC SERVICES**

- 1.1. Provide work which shall comply with professional standards and applicable requirements of federal, state, and local law.
- 1.2. Advise the District as to the regulatory agencies that have jurisdiction over the Project, and as to coordination with and implementation of the requirements of the regulatory agencies, including without limitation the Division of the State Architect.
- 1.3. Within the guidelines and parameters of the RFP/RFQ, ("Minimum District Requirements"), Contract for or employ, at Construction Manager's expense, sub-consultant(s) to the extent deemed necessary for Construction Manager's services. Nothing in the foregoing shall create any contractual relationship between the District and any sub-consultant(s) employed by the Construction Manager under terms of this Agreement.
- 1.4. Cooperate with other professionals employed by the District for the design, coordination or management of other work related to the Project.
- 1.5. Chair, conduct and take minutes of periodic meetings between District and its design professional(s) of the Site Committee meetings, and of construction meetings during the course of the projects. Construction Manager shall invite the District and/or its representative to participate in these meetings. Construction Manager shall keep meeting minutes to document comments generated in these meetings, but shall not be responsible for analyzing design issues raised in said meetings.
- 1.6. Be responsible for the professional quality and technical accuracy of all cost estimates, constructability reviews, studies, reports, projections, opinions of the probable cost of construction, and other services furnished by Construction Manager under this Agreement as well as coordination with all Master Plans, studies, reports and other information provided by District to Construction Manager. Construction Manager shall, without additional compensation, correct or revise any errors or omissions in the deliverables it generates.
- 1.7. Maintain a log of all meetings, site visits or discussions held in conjunction with the work of this Project, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the District and/or its representative for inclusion in the overall Project documentation.
- 1.8. At the request of the District, develop a Management Information System (MIS) to assist in establishing communications between the District, Construction Manager, design professional(s), contractor(s) and other parties on the Project. In developing the MIS, the Construction Manager shall

interview the District's key personnel and others in order to determine the type of information to be managed and reported, the reporting format, the desired frequency for distribution of the various reports, the degree of accessibility by potential users, and the security protocol for the system.

- 1.9. Coordinate transmittal of documents to regulatory agencies for review and shall advise the District of potential problems in completion of such reviews.
- 1.10. Prepare a bidders list for each bid package for approval by District.
- 1.11. Assist the District in pre-qualifying bidders if prequalification is desired by the District. This service shall include the following:
  - 1.11.1. Preparation and distribution of prequalification questionnaires;
  - 1.11.2. Receiving and analyzing completed questionnaires;
  - 1.11.3. Interviewing possible bidders, bonding agents and financial institutions; and
  - 1.11.4. Preparing recommendations for the District.
- 1.12. Conduct a telephonic and correspondence campaign to attempt to increase interest among qualified bidders.
- 1.13. Assist the District in preparing and placing notices and advertisements to solicit bids for the Project.
- 1.14. Coordinate the delivery of Bid Documents to the bidders. The District shall obtain the District-approved Contract Documents from the Design Team and the Construction Manager shall arrange for printing, binding, wrapping, and delivery to the bidders. The Construction Manager shall not be responsible for the cost of printing Bid Documents. The Construction Manager shall maintain a list of bidders receiving Contract Documents.
- 1.15. Prepare an estimate of costs for all addenda and shall submit the estimate to the District for approval. The Construction Cost Budget and other Project costs shall be adjusted as indicated in the Agreement.
- 1.16. Provide and maintain a management team on the Project sites as directed by the District.
- 1.17. Provide documentation, pictures, and other information and assistance to the District for the District's use on a website for public access to show Project status.
- 1.18. Cooperate and coordinate with the persons responsible for operation of the District's labor compliance program, if applicable.
- 1.19. Comply with any storm water management program that is approved by the State and County and applicable to the Project, at no additional cost to the District.

- 1.19.1. Ensure that all Project contractor(s), Project sub-contractor(s) and Construction Manager's sub-consultant(s) comply with any District-approved storm water management program that is applicable to the Project, this coordination shall be at no additional cost to the District.
- 1.20. Provide direction and planning to ensure Project adherence to applicable environmental requirements such as those emanating from the Environmental Protection Agency (EPA), Cal/EPA, the California Environmental Quality Act ("CEQA"), Air Quality Management District and State of California and Regional Water Quality Control Board laws, regulations and rules. The Construction Manager shall comply with, and ensure that all contractors and their subcontractors and Design Team and their sub-consultants comply with, any storm water pollution prevention plans, other storm water management program and other environmental impact mitigation requirements that are approved by the District and applicable to the Project, this direction and planning shall be at no additional cost to the District.
- 1.21. Construction Manager is **NOT** responsible for the following scopes of work or services, but shall assist the District in procuring these scopes of work or services when required and Construction Manager shall coordinate and integrate its work with any scopes of work or services provided by District related to the following:
  - 1.21.1. Ground contamination or hazardous material analysis.
  - 1.21.2. Any asbestos testing, design or abatement.
  - 1.21.3. Compliance with the CEQA, except that Construction Manager shall provide current information for use in CEQA compliance documents.
  - 1.21.4. Historical significance report.
  - 1.21.5. Soils investigation.
  - 1.21.6. Geotechnical hazard report.
  - 1.21.7. Topographic survey, including utility locating services.
  - 1.21.8. Other items specifically designated as the District's responsibilities under this Agreement.
  - 1.21.9. As-built documentation from previous construction projects.

## **2. GENERAL PROGRAM SERVICES**

- 2.1. **General:** Monitor and advise the District as to all material developments in the Project. Construction Manager shall develop and implement with District approval reporting methods for schedules, cost and budget status, and projections for the Project. Construction Manager shall be the focal point of all communication to and from construction contractor(s) and shall be copied on all communications between District and its Design Team.

- 2.2. **Review of existing systems, policies, procedures and personnel:** Annually review existing systems, policies, procedures and personnel. In particular, Construction Manager will review the existing implementation of Primavera Project Management, Contract Management and Info maker at a District office. Construction Manager shall work with District's employees and consultants to finalize the overall system design. Work product shall include, but not be limited to, Primavera Contract Management configuration support, review of business processes, assigning "source, use and responsibility" for information elements, and documentation of business processes and program operation at the District level.
- 2.3. **Scheduling:** Prepare methods to track and report on schedule status for the Project. Construction Manager shall develop master schedules and milestone schedules for the Project, and shall report on same each month to the District.
  - 2.3.1. Construction Manager must have comprehensive knowledge of Primavera Project Management and Primavera Contract Management implementation and operation in a network environment.
- 2.4. **Cost Controls:** Prepare and implement methods to budget and track all expenditures on the Project. Construction Manager shall generate monthly reports to the District reflecting this information.
  - 2.4.1. Implement cost control report templates specific to Primavera Project Management and Primavera Contract Management at the local District level. Resident data will be incorporated into the reporting module so that project and program cost reports will be available by hard copy and on line to central office management. Work product will show the form and format of comprehensive cost reports that detail budget, commitment, expenditures and forecasts.
  - 2.4.2. Assist District staff and consultants to develop and implement a Central Program Reports Data Base (CPRDB) that will integrate with existing master database models. The CPRDB will include information from other applications, and will provide a complete, user-friendly report writer function, including ease of use in changing column headings, sort sequences, filters and summaries. The CPRDB will be SQL and ODBC compliant in order to provide transparency of data access through MS Excel, MS Access, Crystal Reports, Primavera Systems and other similar tools. The CPRDB will also enable the archiving and period stamping of records to enable month-to-month comparisons. The analytical data will be refreshed on a periodic basis determined by restrictions of the native source or by business imperatives.
- 2.5. **Communications to Board:** The Construction Manager may be required to attend each meeting of the District's Board of Education, and to provide updates at each meeting. In addition, the Construction Manager shall attend District committee meetings, Citizen Bond Oversight Committee ("CBOC") meetings, or other Project-related meetings within the community.

### 3. **PRECONSTRUCTION PHASE**

- 3.1. Provide overall coordination of the Project; serve as the focal point of

communication, transmitting information to the District and Project team on general aspects of the Project, including planning, scheduling, cost management, progress reporting, design review, dispute resolution, and documentation. Communications from the contractor(s) to District and Project Design Team shall be through the Construction Manager. The Construction Manager shall receive simultaneous copies of all written communications from the District or the Project Design Team to the contractor(s).

- 3.2. Develop and implement District-approved implementation procedures, forms, and reporting requirements for the Project that involve all members of the Project teams, including District, Design Team, and construction contractor(s).

- 3.3. **Value Engineering.** Provide value engineering at the 100% Design Development Phase and the 50% Construction Document Phase. This evaluation will consist of a review of the proposed materials, equipment, systems and other items depicted in the Design Documents and shall be coordinated with the District's design guidelines and the Design Team. The Construction Manager will prepare a value engineering report that will document the results of the evaluation and make recommendations to the District with respect to alternatives, deletions, or amendments of such proposed items that pertain to the anticipated construction costs, useful life, maintenance and operational costs and efficiencies. The Construction Manager shall provide to the District value engineering recommendations and cost/benefit analysis of those recommendations.

- 3.3.1. The Construction Manager shall organize and conduct a value engineering workshop for the Project.

- 3.3.1.1. The Construction Manager shall invite the Design Team to participate in the workshop.

- 3.3.1.2. Prior to the value engineering workshop, the Construction Manager and the Design Team will provide all participants with a preliminary list of value engineering items for discussion and order of magnitude estimates of cost both for design and construction.

- 3.3.1.3. The workshop will consist of an initial Project design review, research of alternative solutions, and evaluations of alternatives. The workshop will conclude with a review of design and construction costs, benefits of various items selected, and selection of items to be incorporated into the Project design.

- 3.3.1.4. The Construction Manager will incorporate the workshop findings into one complete report for submittal to the District and Design Team.

- 3.3.2. Value engineering is expected to be an ongoing process to determine ways to build a more efficient and economical Project without reducing its quality and meet its goals and objectives.

- 3.4. **Constructability Reviews.** Perform constructability reviews and site

verification of the Project at the 100% Design Development Phase and at 90% Construction Documents. The Construction Manager shall review the design documents for clarity, consistency, constructability and coordination. The results of the review shall be provided in writing and as notations on the documents to the District. The Construction Manager shall also make recommendations to the District with respect to constructability, construction cost sequence of construction, construction duration and separation of the contracts for various projects into categories of the work and separate bid trade packages. However, the Construction Manager is not responsible for providing, nor does the Construction Manager control, the Project design or the contents of the design documents. The Construction Manager's actions in reviewing the Project design and design documents, and in making recommendations as provided herein are advisory only to the District. The Design Team members are not third party beneficiaries of the Construction Manager's work described in this paragraph and the Design Team members remains solely responsible for the contents of design drawings and design documents.

- 3.5. Develop master bid/award schedule(s) including construction milestones for the Project through the completion of construction, as directed by District, in coordination with the Design Team and advise and consult with District. Construction Manager shall review and approve contractor(s)' schedules, but shall not dictate any contractor(s)' means and/or methods of performance.
- 3.6. Establish schedules for the soils consultant, for any hazardous materials testing and other consultants, and review costs, estimates, and invoices of each.
- 3.7. Develop and implement a management control system to support such functions as planning, organizing, scheduling, budgeting, reporting progress and identifying and documenting problems and solutions for the Project. The system will allow for monthly progress reports to the District regarding the schedule for the Project.
- 3.8. Organize an initial planning workshop to create baseline parameters for the Project, to define overall building requirements, Project strategy, conceptual budget and schedule. Pursuant to understandings reached at these meetings, Construction Manager will develop an implementation plan that identifies the various phases of the Project, coordination among phases, and budget and time constraints for each phase of the Project. The plan will include a detailed strategy, master budget and master schedule as well as identification of critical events and milestone activities.
- 3.9. Attend all planning, programming and master site planning meetings relating to the Project.
- 3.10. Provide updated cost estimates for the Project at the 100% Design Development 50% Construction Documents Phase and the 90% or 100% Construction Document Phase as directed by District; coordinate with the Design Team and reconcile cost estimates with Design Team's estimates.
- 3.11. Advise District regarding "green building" technology and lifecycle costing, including design review for adherence to Collaborative for High Performance Schools.



**4. PRE-BID PHASE**

- 4.1. Develop a master schedule and a construction milestone schedule for the Project.
- 4.2. Construction Manager shall in consultation with District and according to District approved policies, procedures, and standards, implement procedures, forms, and reporting requirements for the Project. Establish, accordingly, a communications procedure for the Project that allows for decision making at appropriate levels of responsibility and accountability.
- 4.3. Work with the Design Team to modify or add to standard, special, or general conditions for Contract Documents that might be needed for unique Project or bid package conditions, for District's approval.
- 4.4. Work with the Design Team to separate the construction phase for the Project into bid packages.

**5. BIDDING PHASE**

- 5.1. Conduct pre-bid conferences to familiarize bidders with the bidding documents, and any special systems, materials or methods and with Project procedures. Receive questions from bidders, referring questions to the Design Team and District as required. Coordinate with the Design Team to respond to bidder questions by addenda.
- 5.2. Prepare bid analyses and advise District on compliance of bidders with District requirements and bid requirements. Report and recommend to District after review and evaluation. Make recommendations to District for prequalification of bidders and award of contracts or rejection of bids.
- 5.3. Conduct post bid, pre-award conferences with successful bidders.
- 5.4. Schedule and conduct preconstruction meetings; maintain, prepare, and distribute minutes.

**6. CONSTRUCTION PHASE**

- 6.1. Administer the construction contracts.
- 6.2. Monitor the construction contractor(s) to verify that tools, equipment, and labor are furnished and work performed and completed within the time as required or indicated by the plans and specifications, to the satisfaction of the District. Construction Manager expressly agrees to verify that the specifications are met, observed, performed, and followed in accordance with the professional standards of care for construction management. Construction Manager shall not, however, be responsible for directing construction contractor(s)' means and methods.
- 6.3. Coordinate work of the construction contractor(s) and effectively manage the project to achieve the District's objectives in relation to cost, time and quality. Construction Manager shall not, however, be responsible for directing construction contractor(s)' means and methods.

contractor's work are finally completed. The Construction Manager shall assist with the issuance of a Certificate of Final Completion, and shall provide to the District a written recommendation regarding payment to the contractors.

**8. FINAL DOCUMENTS**

- 8.1. The Construction Manager shall review, monitor and approve all as built drawings, maintenance and operations manuals, and other closeout documents to be sure all required documents meeting contract requirements are provided, and shall secure and transmit to the District those documents and all required guarantees, keys, manuals, record drawings, and daily logs. The Construction Manager shall also forward all documents and plans to the District upon completion of the project and ensure all such plans and documents are well organized for any appropriate audit or review of the Project.
- 8.2. The Construction Manager shall use its best efforts and all due diligence to ensure all Project participants provide all required closeout documents and information on a timely basis and to not cause a delay in Project completion and DSA's Certification and final approval of the Project.

**9. WARRANTY**

The Construction Manager shall implement a Warranty Inspection and Warranty Work procedure that all contractors are to follow. The procedure shall include a twelve (12) month call back period and a final warranty inspection eleven (11) months after Project completion to inspect the Project and identify any outstanding warranty work.

**10. AUDIT**

Construction Manager shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Construction Manager transacted under this Agreement. Construction Manager shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Pursuant to Government Code Section 8546.7, this Agreement shall be subject to examination and audit of the State Auditor as specified in the code. Construction Manager shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Construction Manager and shall conduct audit(s) during Construction Manager's normal business hours, unless Construction Manager otherwise consents.

## **EXHIBIT "B"**

### **CRITERIA AND BILLING FOR EXTRA SERVICES**

#### **[THESE TASKS WILL BE "EXTRA SERVICES" FOR ANY HOURLY / T&M FORM OF COMPENSATION]**

The following Extra Services to this Agreement shall be performed by Construction Manager if needed and requested by District as indicated in the Agreement. The rates identified in the Fee Schedule attached to **Exhibit "D"** include overhead, administrative cost and profit and shall be utilized in arriving at the fee for Extra Services:

1. Providing services required because of significant documented changes in the Project initiated by the District, including but not limited to size, quality, complexity, the District's schedule, or method of bidding or negotiating and contracting for construction.
2. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of such work.
3. Providing services made necessary by the default of contractor(s), or by major defects or deficiencies in the work of the contractor, or by failure of performance of the District's consultants, or in the absence of a final Certificate of Payment, more than sixty (60) days after the date of completion of work on the Project involved.
4. The selection, layout, procurement or specification at the District's request of movable furniture, furnishings, equipment or other articles that are not included in the Contract Documents.
5. Providing surveys relative to future facilities, systems or equipment which are not intended to be constructed during the Construction Phase.
6. Preparing to serve or serving as a witness in connection with any public hearing (except for a contractor's hearing necessitated by its request to substitute a subcontractor), dispute resolution proceeding or legal proceeding, other than that necessitated by the negligent acts, errors or omissions of Construction Manager or where the Construction Manager is party thereto.
7. Performing technical inspection and testing.
8. Providing any other services not otherwise included or reasonably inferred by the terms in this Agreement or not customarily furnished in accordance with generally accepted scope of project construction management practice.

**EXHIBIT "C"**

**SCHEDULE OF WORK**

**[TO BE AGREED TO BY THE PARTIES AND ATTACHED PRIOR TO EXECUTION OF THE AGREEMENT.]**

## **EXHIBIT "D"**

### **FEE SCHEDULE**

#### **Compensation**

1. The Construction Manager's fee set forth in this Agreement shall be full compensation for all of Construction Manager's Services incurred in its performance, including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location, offices, personal equipment, per diem expenses, printing, providing, or shipping of deliverables.
2. The Fee shall not exceed the amount set forth in the Agreement, including all billed expenses, without advance written approval of the District. The Fee shall be paid as the following rates, which include overhead, administrative cost and profit, shall be utilized and shall not be changed for the term of the Agreement. Construction Manager should not bill for more than forty (40) hours a week for services. (Please refer to attached fee schedule – incorporated herein)

<b><u>Job Title</u></b>	<b><u>Hourly Rate</u></b>
Principal In Charge:	\$ _____ .00
Project Director:	\$ _____ .00
Dep. Program Director	\$ _____ .00
Design Manager	\$ _____ .00
Construction Manager (s):	\$ _____ .00
Assistant Construction Manager	\$ _____ .00
Project Engineer	
Other	\$ _____ .00
Other	\$ _____ .00

3. District shall retain two percent (2%) of Construction Manager's fee or Ten Thousand Dollars (\$10,000), whichever is greater, until DSA has closed the project out with certification. Funds retained pursuant to this provision shall be placed in an interest bearing escrow account. Upon submission of final project documents to DSA, fifty percent (50%) of retained funds shall be released.

#### **Method of Payment**

1. Construction Manager shall submit monthly invoices on a form and in the format approved by the District.
2. Construction Manager shall submit these invoices in duplicate to the District via the District's authorized representative.
3. Construction Manager shall submit to District on a monthly basis documentation showing proof that payments were made to all Consultants and sub-consultants.
4. Upon receipt and approval of Construction Manager's invoices, the District agrees to make payments on all undisputed amounts within sixty (60) days of receipt of the invoice.
5. The mark-up on any approved item of Extra Services performed by sub-consultant(s) or subcontractor(s) shall not exceed five percent (5%) of invoice amount.



# EXHIBIT "D"

## Summary

SGI is proposing to perform the assigned work scope on a time and material basis with a not-to-exceed amount based on the required level of effort, the actual timeline of assigned projects, and the following 2013 Fee Schedule by position:

Program Management	Hourly Rates
Principal-In-Charge	\$215.40
Program Director	\$200.70
Deputy Program Manager	\$172.40
Program Manager	\$172.40
Project Manager, Sr.	\$176.30
Controls Manager, Sr.	\$172.40
Project Manager	\$156.00
Controls Manager	\$156.00
Project Controls Engineer, Sr.	\$149.70
Project Controls Engineer III	\$125.00
Project Controls Engineer II	\$85.00
Project Controls Engineer I	\$65.00
Contracts Manager	\$78.00
Contracts Engineer	\$65.00
Document Control Manager	\$78.00
Document Control Engineer	\$65.00
Office Engineer III	\$78.00
Office Engineer II	\$68.00
Office Engineer I	\$58.00
Office Engineer	\$48.00
Compliance Enforcement Manager	\$176.30
Compliance Enforcement Coordinator	\$156.00
Community Outreach Coordinator	\$156.00
Network Systems Administrator	\$80.00
Design Manager	\$172.40
Constructability Review	\$156.00
Design Coordinator	\$155.80
Project Analyst	\$125.00

Budgeting / Scheduling / Primavera	Hourly Rates
Project Controls Manager	\$166.00
Scheduler, Master	\$166.00
Scheduler	\$160.80
Cost Estimator II	\$166.00
Cost Estimator	\$160.80
Cost Specialist, Senior	\$149.70
Cost Specialist	\$130.00
Enterprise Information Portal Specialist	\$160.80
Certified Primavera Trainer	\$166.00
Programming Engineer	\$149.70

Construction Management	Hourly Rates
Construction Manager, Sr.	\$176.30
Quality Assurance Manager	\$172.40
Construction Manager II	\$155.80
Construction Manager	\$152.80
Project Engineer II	\$128.00
Project Engineer	\$125.00

1. SGI is proposing to bill on a time and material basis, with an annual 3% escalation on the hourly rates shown and a 10% mark-up on general conditions.
2. General Conditions Expenses are not included in the hourly rates. These reimbursable expenses typically include: (a) expenses related to project office including rent, utilities, maintenance, furnishings, office equipment, data processing equipment/software, office supplies, telephone systems and related charges; (b) Specialty consultants

## 3.4 COST AND FEE SUMMARY

not included in staffing plans; (c) Insurance in excess of current coverages; (c) Transportation in connection with the project, authorized out of town travel and subsistence, and electronic communications; (d) Fees paid for securing approval of authorities having jurisdiction over the project; (e) Costs of bid advertising; (f) Cost/schedule control software and project management collaboration application software (g) Prints, plans or specifications required by the Client or the Client's other consultants and any other specialty consultants, including all reproductions required by approval authorities having jurisdiction over the Program.

The five year staffing plan shown on the following page is SGI's current estimate based on the timeline provided on the August 15, 2012 pre-bid meeting. These timelines are dependent upon several factors, such as, sequencing the work to level resources throughout the program, and accounting for schedule constraints, including on-going school and future school activities, stakeholder expectations, site access, room for construction, and marshaling of materials and equipment. Accordingly, as these factors change the timeline provided during the pre-bid meeting, the following staffing plan will need to be revised to incorporate the final constructed timelines.

**EXHIBIT "E"**

**CERTIFICATIONS**

**FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION**

One of the three boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Construction Manager Agreement for Professional Services ("Agreement"):

☐ **[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]** Construction Manager's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Construction Manager's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Construction Manager for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c))

Date: \_\_\_\_\_  
District Representative's Name and Title: \_\_\_\_\_  
Signature: \_\_\_\_\_

☐ The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Construction Manager's services under this Agreement and Construction Manager certifies its compliance with these provisions as follows: *"Construction Manager certifies that the Construction Manager has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Construction Manager's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Construction Manager, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*

☐ Construction Manager's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 District shall ensure the safety of the pupils by at least one of the following as marked:

- \_\_\_\_\_ The installation of a physical barrier at the worksite to limit contact with pupils.
- \_\_\_\_\_ Continual supervision and monitoring of all Construction Manager's on-site employees of Construction Manager by an employee of Construction Manager, \_\_\_\_\_, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.
- \_\_\_\_\_ Surveillance of Employees by District personnel. **[TO BE COMPLETED BY DISTRICT]**

Date: \_\_\_\_\_  
District Representative's Name and Title: \_\_\_\_\_  
Signature: \_\_\_\_\_

**[TO BE COMPLETED BY CONSULTANT]** I am a representative of the Construction Manager entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Construction Manager.

Date: \_\_\_\_\_  
Name of Construction Manager or Company: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name and Title: \_\_\_\_\_

**ROOFING CONTRACT FINANCIAL INTEREST CERTIFICATION**  
**(Public Contract Code section 3006)**

PROJECT/CONTRACT NO.: \_\_\_\_\_ between West Contra Costa Unified School District  
("District" or "Owner") and \_\_\_\_\_ ("Construction  
Manager") ("Contract" or "Project").

I \_\_\_\_\_,

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name of Construction Manager

certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with the roof project contract on this project. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Furthermore, I \_\_\_\_\_,

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name of Construction Manager

certify that I do not have, and throughout the duration of the contract, I will not have, any financial relationship in connection with the performance of this contract with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I \_\_\_\_\_,

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name of Construction Manager

Have the following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract:

Name of firm ("Firm"): \_\_\_\_\_

Mailing address: \_\_\_\_\_

Addresses of branch office used for this Project: \_\_\_\_\_

If subsidiary, name and address of parent company: \_\_\_\_\_

I certify that to the best of my knowledge, the contents of this disclosure are true, or are believed to be true.

Date: \_\_\_\_\_

Proper Name of Construction Manager: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_



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

**ITEM REQUIRING ATTENTION---BOARD OF EDUCATION**

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**To:** Board of Education **Meeting Date:** July 24, 2013  
**From:** Bill Fay **Agenda Item:** CI C.14  
Associate Superintendent for Operations  
**Subject:** Bid and Award Schedule Update for Montalvin Manor Elementary School Classroom Building Addition

**Background Information:**

At the July 10, 2013 meeting the Board requested a representation of the schedule for bidding and awarding of the Montalvin Manor Elementary School Classroom Building Addition project. The Architect of Record reported that the project was approved by the Division of the State Architect (DSA) on July 10, 2013.

A milestone outline is provided for the Board's reference, as follows:

Bid Start	July 26, 2013
Bids Due	September 5, 2013
Notice of Award	October 7, 2013

**Recommendation:**

Approval to make the Montalvin addition a priority

**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:** July 24, 2013

**From:** Wendell C. Greer, Jr. **Agenda Item:** CI C.15  
Associate Superintendent, K – Adult Operations

**Subject:** Organizational change that will create categorically funded Executive Director K-12 services position to provide leadership to the Linked Learning/College & Career initiative both within WCCUSD and in fulfilling our responsibilities under AB790.

**Background Information:**

Last year in a competitive grant process, our District won designation as one of the AB790 districts charged with mentoring other school districts in moving toward the Linked Learning strategy for improving college and career readiness. In late June at the Linked Learning Summer Institute, we found out how large that commitment will be including hosting two experiential site visits for prospective districts, facilitating role alike meetings and seminars for teachers, administrators, district leaders, community members and elected officials, serving as “communications spokespersons and champions, within the AB790 Initiative and in related regional, statewide, and national work advancing the Linked Learning field,” and participating in state and national conferences as presenters in at least two areas of expertise. With these increased responsibilities come increased funding from AB790, the new LCFF and a private grant.

**Recommendation:**

Recommend Approval

**Fiscal Impact:**

No impact to the General Fund / Grant funded position for 2013- 2014 school year

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:** July 24, 2013

**From:** Bruce Harter  
Superintendent

**Agenda Item:** CI C.16

**Subject:** Approval of Board Member 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 member Ramsey has expressed interest in attending the following:

- Ivy League Connection, July 7 – 9, Columbia University
- Ivy League Connection, July 11 – 13, Vanderbilt University
- IntegratED San Francisco, October 4 – 5, San Francisco
- CSBA Annual Education Conference, December 5 – 7, San Diego

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

**Recommendation:**

Recommend Approval

**Fiscal Impact:**

General Fund

**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**

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**To:** Board of Education **Meeting Date:** July 24, 2013  
**From:** Bruce Harter **Agenda Item:** D.2  
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.

Howard Cohen recently passed away. Mr. Cohen served the District as Regional Superintendent for the years 2003 through 2006.

Steve Cederborg, School Psychologist, served the District from 2001 through 2005 when he retired. Mr. Cederborg continued working part time after retirement until his recent passing.

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

**Recommendation:** For Information Only

**Fiscal Impact:** None

DISPOSITION BY BOARD OF EDUCATION

Motion by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

Approved \_\_\_\_\_

Not Approved \_\_\_\_\_

Tabled \_\_\_\_\_

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

**ITEM REQUIRING ATTENTION----BOARD OF EDUCATION**

**To:** Board of Education

**Meeting Date:** July 24, 2013

**From:** Sheri Gamba  
Associate Superintendent Business Services

**Agenda Item:** F.1

**Subject:** 45 Day Budget Revision – 2013-14

**Background Information:**

E.C. 42127(i)(4) states that, "Not later than 45 days after the Governor signs the annual Budget Act, the school district shall make available for public review any revisions in revenues and expenditures that it has made to its budget to reflect the funding made available by that Budget Act."

The 2013-14 budget for the State was adopted Friday June 14, 2013, many of the legislative trailer bill packages to enact provisions of the budget have now been passed (as of July 12). Included in the budget adoption is a new funding model that is a landmark change to school district funding within the State of California. The new funding model is called the Local Control Funding Formula (LCFF) and the new accountability program is called Local Control Accountability Program (LCAP). While there is a State adopted budget there is still an enormous amount of work to be done at the State level to implement the new funding and accountability model. Due to the timing constraints and legislative process, the Board adopted an annual budget using the general operational and revenue assumptions that are within the District's current programs, Board Direction and activities, and the 2012-13 State law relating to school revenues. The School Board now has an obligation to adopt a revised budget. This revision reflects the best information the District has at this time, and will be subject to change as more information is provided by the State for the implementation of the new LCFF and LCAP programs.

An Executive Summary including a budget for estimated revenues and expenses for 2013-14 will be delivered under separate cover and is available on the Districts website as well as on the front counter of the District Office.

**Recommendation:** Adopt the 45 day budget revision

**Fiscal Impact:** See Executive Summary

**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:** July 24, 2013

**From:** Sheri Gamba,  
Associate Superintendent Business Services

**Agenda Item:** F.2

**Subject:** Resolution 16 – 1314: Request to the Contra Costa County Board of Supervisors to establish tax rates for Measure 2010 D and 2012 Measure E General Obligation (GO) bonds expected to be sold during the fiscal year and to levy taxes for 2000 Measure M, 2002 Measure D, and 2005 Measure J outstanding bonds.

**Background Information:** The district currently has bonds outstanding under six separate voter approved GO bond authorizations. Each bond authorization has its own tax rate target based on the tax rate statement presented to voters at the time of election. Due to the unprecedented decline in tax base in 2009/2010 and 2010/2011, there have been tax rate concerns for three existing bond authorizations: the 2000 Measure M, 2002 Measure D, and 2005 Measure J. Despite the tax base declines, District Board of Education has made it a priority to maintain tax rates at or below the targeted levels to the extent possible consistent with the principles of prudent debt management. Through a number of proactive initiatives over the last several years, the District has been able to be at or below the tax targets for every single authorization in every single year.

In early July, the County Assessor released preliminary assessed values for 2013/2014. The information we received from the County Assessor indicated that the assessed valuation for the District decreased by approximately 5.90% between 2012/2013 and 2013/2014. The decrease in assessed value is driven by a significant decrease in the tax base for the City of Richmond. The fire at the Chevron refinery is one of the factors which led to the decrease in assessed value for the City of Richmond.

The District is requesting that the county set the 2013/2014 tax rates at the targeted levels of \$55.60 per \$100,000 in assessed value for 2000 Measure M bonds, \$60.00 per \$100,000 in assessed value for 2002 Measure D bonds, \$60.00 per \$100,000 of assessed value for 2005 Measure J bonds. The district plans to issue its first series of 2012 Measure E bonds and its second series of 2010 Measure D bonds in late September or early October. The District desires to structure these bonds to achieve the 2013/2014 tax rate of \$48.00 per \$100,000 of assessed value. The District is requesting that the county set the tax rate at \$48.00 per \$100,000 for the 2010 Measure D and 2012 Measure E bonds.

The 1998 Measure D bonds will continue to be well below the target maximum rate. Last year, the tax rate was \$8.70 per \$100,000 of assessed value which is below the target tax rate of \$26.40.

**Recommendation:** Approval of Resolution No. 16 – 1314 requesting the Contra Costa County Board of Supervisors set tax rates for the district's GO bonds.

**Fiscal Impact:** Establish rates for debt service payments

**DISPOSITION BY BOARD OF EDUCATION**

Motion by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

Approved \_\_\_\_\_

Not Approved \_\_\_\_\_

Tabled \_\_\_\_\_

BOARD OF EDUCATION  
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 16 – 1314

JULY 24, 2013

RESOLUTION REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF CONTRA COSTA TO ESTABLISH TAX RATE FOR BONDS OF WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT EXPECTED TO BE SOLD DURING FISCAL YEAR 2013-2014, AND AUTHORIZING NECESSARY ACTIONS IN CONNECTION THEREWITH.

**WHEREAS**, this Board of Education (the “Board”) of the West Contra Costa Unified School District (the “District”), located in Contra Costa County (the “County”), California, has previously received authorization for the issuance of bonds under the following measures: Measure M (approved by the voters on November 7, 2000) (“Measure M”); Measure D (approved by the voters on March 5, 2002) (“Measure 2002D”); Measure J (approved by the voters on November 8, 2005) (“Measure J”); Measure D (approved by the voters on June 8, 2010) (“Measure 2010D”); and Measure E (approved by the voters on November 6, 2012) (“Measure E”);

**WHEREAS**, this Board of the District, located in the County, deems it necessary and desirable to request that the County levy taxes for Measures M, 2002D, and J at specific rates per \$100,000 of assessed value;

**WHEREAS**, this Board of the District, located the County, is authorized to, and intends to issue a series of bonds in the fall of 2013 for purposes authorized by the voters of the District under Measures 2010D and E;

**WHEREAS**, the Board of Supervisors of the County is required to take action approving a tax rate for payment of indebtedness of the District during Fiscal Year 2013-14, and it is the responsibility of the Auditor-Controller of the County to calculate the several tax rates for the Board of Supervisors’ action thereon;

**WHEREAS**, this Board has determined that it is not possible or advisable to sell the bonds under measures 2010D and E in time to permit the Auditor-Controller, or other appropriate County official, of the County to calculate the tax rates necessary to pay debt service on such bonds in order that such tax rates may be reflected on 2013-2014 property tax bills of taxpayers in the District;

**WHEREAS**, the Education Code of the State of California provides that the Board of Supervisors of each county shall annually, at the time of making the levy of taxes for county purposes, estimate the amount of money required to meet the payment of the principal and interest on the bonds authorized by the electors of the District and not sold, and which the Board of Education of the District informs the Board of Supervisors in their belief will be sold before the next tax levy, and further provides that said Board of Supervisors shall levy a tax sufficient to pay the principal and interest so estimated; and

**WHEREAS**, this Board deems it necessary and desirable to issue two series of the District's bonds under Measures 2010D and E during Fiscal Year 2013-14, as authorized by the Education Code, and that the County levy a tax for payment on debt service estimated to come due on such bonds during Fiscal Year 2013-14, and believes that said bonds will be sold during said Fiscal Year.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT:**

Section 1.     Recitals. All of the above recitals are correct.

Section 2.     Estimate of Tax Levy. The Superintendent, the Associate Superintendent of Business Services, or the Executive Director of Business Services of the District or such other officer of the District as either authorized officer may designate (each, an "Authorized District Representative"), are hereby authorized and directed to prepare an estimate of all payments of principal and interest which shall become due on the series of bonds of the District expected to be sold prior to the making of the tax levy for Fiscal Year 2013-14, and to cause the debt service schedule so prepared to be provided to the Board of Supervisors of the County and to the officers of the County responsible for preparing the tax levy for bonds of the District and for levying said tax. The District estimates that the sale of its next series of bonds under Measure 2010D shall be in an estimated amount of \$60 million. The District further estimates that the sale of its first series of bonds under Measure E shall be in an estimated amount of \$65 million. Both estimated bond amounts are within the District's authorized but unissued bond allowances, and both shall be issued on or about October 1, 2013.

Section 3.     Request to County to Levy Tax. The Board of Supervisors of the County is hereby requested, in accordance with Education Code Section 15252-15254, to adopt a tax rate for bonds of the District authorized by the voters under Measures 2010D and E, expected to be sold during Fiscal Year 2013-2014, based upon the estimated debt service schedule prepared by officers of the District, and to levy a tax in Fiscal Year 2013-14 in the amount of \$48 per \$100,000 on all taxable property in the District, for each series of bonds. The proceeds of such tax shall be deposited into the respective debt service funds of the District established pursuant to the Education Code for each series of bonds of the District.

The District further requests that the County levy taxes for the following measures at the following rates per \$100,000 of assessed value: Measure M at \$55.60; Measure 2002D at \$60; and Measure J at \$60.

Section 4:     Application of Tax Proceeds. In the event that the bonds under Measures 2010D and E of the District are not sold during Fiscal Year 2013-14, or sold in such amount and on such terms that the proceeds of the tax requested in Section 3 hereof, or any portion thereof, are not required for payment of debt service due on the bonds, this Board hereby requests that the Auditor-Controller, or other appropriate official of the County cause the remaining proceeds of the tax to be held in the debt service fund until bonds authorized under Measures 2010D and E are issued.

Section 6.     Filing of Resolution. The Clerk of this Board is hereby authorized and directed to file forthwith a certified copy of this Resolution with the Clerk of the Board of Supervisors of the County, and to cause copies of this Resolution to be delivered to the Auditor-Controller and the Tax Collector-Treasurer of the County.



Section 7. Further Authorization. The President of this Board, the Clerk of this Board, or any Authorized District Representative, shall be and they are hereby authorized and directed to take such additional actions consistent with the intent of this Resolution in connection with the sale of the bonds of the District, which any of them necessary and desirable to accomplish the purpose hereof.

Section 8. Effective Date. This resolution shall take effect from and after its adoption.

PASSED AND ADOPTED this 24<sup>th</sup> day of July, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

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

Attest:

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