

**WEST CONTRA COSTA
UNIFIED SCHOOL DISTRICT**

BOARD OF TRUSTEES



MISSION STATEMENT

WCCUSD, in partnership with the community, serves the whole child, preparing every student to succeed in higher education, career, and life by pairing high quality academics with social, emotional, and wellness support.

“Whole Child, Whole Community”

MEETING OF
February 12, 2014

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
MEETING AGENDA
FEBRUARY 12, 2014**

BOARD AGENDA PACKETS AND INFORMATION:

Complete Board meeting packets are available for review at the Administration Building, the District's six high schools, and at public libraries throughout West County.

Complete Board agendas and packets are available online at: www.wccusd.net.

Any writings or documents that are public records and are provided to a majority of the governing board regarding an open session item on this agenda will be made available for public inspection in the District office located at 1108 Bissell Avenue, Richmond, CA 94801 during normal business hours. In addition, such writings and documents may be posted on the District's website as noted above.

VIEWING THE BOARD MEETINGS:

Television:

Live television broadcast of regularly scheduled Board meetings is available by the City of Pinole on PCTV Channel 26/28, the City of Richmond KCRT Channel 28 and the City of Hercules Cable Channel 28. Please check the city websites for local listings of broadcast schedules.

You may also find the complete meeting available on a tape-delay basis through the Richmond City Web Page at: <http://www.kcrt.com> within a few days of the recording date.

Audio recordings of Board meetings are kept on file at the Administration Building, 1108 Bissell Avenue, Richmond, CA 94801 (510-231-1101).

The Board of Education would like to acknowledge Comcast, the cities of Pinole and Richmond, and WCCUSD staff for their generosity and efforts in helping to televise WCCUSD Board of Education meetings.

ATTENDING BOARD MEETINGS:

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

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

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

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

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

"of children be more careful than anything."
e.e. cummings

B. OPENING PROCEDURES

- B.1 Pledge of Allegiance**
- B.2 Welcome and Meeting Procedures**
- B.3 Roll Call**
- B.4 Presentation of Student Board Representative from Richmond High School**
- B.5 Report/Ratification of Closed Session**
- * **B.6 Agenda Review and Adoption** (Public Comment)
- * **B.7 Minutes:** January 29, 2014
- * **B.8 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.

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 February 12, 2014.

Recommendation:

Recommend Approval

Fiscal Impact:

As noted per grants summary

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

Comment:

The District has received donations as summarized, dated February 12, 2014.

Recommendation:
Recommend Approval

Fiscal Impact:
As noted per donations summary

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

Comment:
The planned fund-raising events for the 2013-2014 school year are summarized, dated February 12, 2014.

Recommendation:
Recommend Approval

Fiscal Impact:
Additional revenue for schools

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

Comment:
The summaries of Payroll and Vendor Warrants issued during the month of January 2014 are provided:

Total of payroll warrants (January 2014): \$ 9,901,134
Total of vendor warrants (January 2014): \$ 23,983,833

Recommendation:
Recommend approval of the payroll and vendor warrant reports

Fiscal Impact:
As noted above

***CI C.5 Contracted Services**

Comment:
Permission is requested of the Board of Education to approve contracts for services as detailed, dated February 12, 2014.

Recommendation:
Recommend Approval

Fiscal Impact:
As noted per contracts summary

***CI C.6 Approve the following revised new job description: Director, Accountability/ Chief Data Officer**

Comment:

This job classification is being created to oversee the comprehensive data needs for the District. Specific focus will center around compilation and determination of data needs to comply with Local Control Funding Formula (LCFF) guidelines.

This job classification was approved at the January 29, 2014 Board of Education meeting. This is an update to the job description.

This job classification will support Strategy 5, Objectives 26.1, 26.2, 26.3, 26.4 of the Strategic Plan in improving internal data collection and management systems.

Recommendation:

Approve update

Fiscal Impact:

Salary and Benefits \$135,000 – General Fund

***CI C.7 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: \$1,302,978. Funding sources Measure J Bond, Measure D-2010 and Measure E-2012 Bond.

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

Comment:

Staff is seeking ratification of Change Orders on the following current District construction projects: New Gompers & LPS; and Ohlone ES Phase I New Classrooms. 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: \$181,751.00

***CI C.9 Facilities Use Agreement with Bright Futures Growth & Development Center at El Sobrante Elementary School Site**

Comment:

The District and Seneca Family of Agencies (“Seneca”) previously entered into a Joint Use Agreement for use of space on the former El Sobrante Elementary Site located at 1060 Manor Road, El Sobrante (“Site”). Thereafter, Seneca and Bright Futures executed a Memorandum of Understanding which allows Bright Futures to use a portion of the Site that is designated as Seneca’s exclusive use space under Seneca’s Joint Use Agreement with the District. In addition to the use of a portion of Seneca’s space, Bright Futures requires the use of an unused portion of the Site (“Premises”) to conduct its childhood development and after school childcare programs. This Facilities Use Agreement requires that Seneca and Bright Futures coordinate each entity’s shared use of the Site, including each entity’s proportionate share of the utilities and maintenance.

The term of the Facilities Use Agreement with Bright Futures is two (2) years. The District and Bright Futures may renew the Facilities Use Agreement upon mutual agreement and approval by each entity’s governing body prior to the end of the term. Bright Futures shall take the Premises “as is”. The District has no obligation to maintain or repair the Premises during the term of the Facilities Use Agreement. Seneca intends to make certain facility improvements prior to occupying the Premises and shall make those improvements at its sole cost and expense.

Recommendation:

Approve the Facilities Use Agreement Between the District and Bright Futures Growth & Development

Fiscal Impact:

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

***CI C.10 Ratification of Staff Awarded Contract: Vista AHS Parking Improvements**

Comment:

William Clark Engineers has prepared plans and specifications for the project. Scope of work includes grading, paving, curb work, tree removal, slurry sealing and striping and associated work for existing drop-off area and new parking lot.

The District conducted a public bid process for the project. Bids were received on January 16, 2014. Seven contractors submitted bids. They are as follows: J.A. Gonsalves & Son Construction, Inc. \$246,000; Maggiora & Ghilotti \$317,317; Bay Cities Paving & Grading, Inc. \$328,600; Water Rock Construction \$359,536; American Asphalt \$362,495; W.R. Forde Associates, Inc. \$374,000; Alaniz Construction, Inc. \$397,371. The lowest bidder withdrew their bid due to a clerical error. The lowest responsible, responsive bidder is Maggiora & Ghilotti, Inc.

Recommendation:

Ratify the award to Maggiora & Ghilotti, Inc.

Fiscal Impact:

\$317,317. Project will be funded from Fund 40.

***CI C.11 Resolution No. 59-1314: Read Across America - March 2, 2014**

Comment:

The West Contra Costa Unified School District and the Board of Education join with the United Teachers of Richmond in calling on the citizens of West Contra Costa to assure that every child is in a safe place reading with a caring adult on March 2, 2014.

Recommendation:

Recommend Approval

Fiscal Impact:

None

***CI C.12 Resolution No. 55-1314: Disabilities Awareness Month – March 2014**

Comment:

This resolution proclaims the month of March 2014 as Disabilities Awareness Month and encourages all schools and educational communities to commemorate this occasion with meaningful student activities and programs that promote and demonstrate learning about and understanding individuals with disabilities.

Recommendation:

Recommend Approval

Fiscal Impact:

None

***CI C.13 Resolution No. 57-1314 “Week of the School Administrator” March 2-8, 2014**

Comment:

Administrators of California’s public school are commended for their support of, and contribution to, quality education in the state.

Recommendation:

Recommend Approval

Fiscal Impact:

None

D. AWARDS, RECOGNITIONS, AND REPORTS

* **D.1 African-American History Month School Presentations and Celebrations**

Comment:

The State Board of Education has proclaimed February 2014 as African-American History Month.

The West Contra Costa Unified School District recognizes the contributions of African Americans and encourages schools to develop special instructional activities and celebrations.

Tonight, several WCCUSD schools will perform songs, speeches, and dances to celebrate African-American history, traditions, culture, contributions, and successes.

We will also honor community members who have made significant efforts to support the students and staff of West Contra Costa Unified School District.

Recommendation:

Enjoy the student presentations and celebration.

Fiscal Impact:

None

* **D.2 Plans to add a JROTC Program at DeAnza High School**

Comment:

The Junior Reserve Officers' Training Corps (JROTC) is a Federal program sponsored by the United States Armed Forces in high schools across the United States. The purpose of Junior ROTC is to instill in students in secondary educational institutions the values of citizenship, service to the United States, personal responsibility and a sense of accomplishment. Additional objectives are established by the service departments include:

- Developing citizenship and self-reliance.
- Improving the ability to communicate well both orally and in writing.
- Developing an appreciation of the importance of physical fitness.
- Developing knowledge of team building skills.

DeAnza High School has begun the application process to bring an Air Force JROTC to that the school as a way to engage more students and improve learning. The presentation tonight will include the rationale for the program at DeAnza, an estimate of the number of students to be served and a timeline for initiation.

Recommendation:

For Information Only

Fiscal Impact:

None at this time

* **D.3 Technology E-Rate Report**

Comment:

The universal service Schools and Libraries Program, commonly known as “E-rate,” provides discounts of up to 90 percent to help eligible schools and libraries in the United States obtain affordable

telecommunications and internet access. The program is intended to ensure that schools and libraries have access to affordable telecommunications and information services.

Program participants may request funding in five categories of service: Telecommunications, Telecommunications Services, Internet Access, Internal Connections, and Basic Maintenance of Internal Connections. Discounts for support depend on the level of poverty and the urban/rural status of the population served and range from 20 percent to 90 percent of the costs of eligible services.

Staff will give an overview of the District’s E-Rate program, and an update of our current District E-Rate projects.

Recommendation:
For Information Only

Fiscal Impact:
The District is subsidized, through the E-rate program, approximately 79% of the cost of all eligible telecommunication services to include phones, internet and connectivity between sites. Last year, we requested \$11,577,122.92 for telecommunications and internet access. Of this, E-rate would pay \$9,351,482.47 and the district would be responsible for \$2,225,640.45.

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

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

* **E.2 Superintendent’s Report**

F. ACTION ITEMS

* **F.1 Public Hearing and Adoption of Bargaining Proposal from Public Employees Union, Local One to the West Contra Costa Unified School District**

Comment:
Pursuant to the Educational Employment Relations Act, the proposal for negotiations by school districts and labor unions must be submitted at a public meeting of the governing board. The reopener proposal of Public Employees Union, Local One will be presented, at which time the public is allowed to

comment on this proposal. A copy of the proposal is provided in the Board meeting packet which is available at the District's Administration Building, six high schools and online at the District's webpage.

Recommendation:

That the Board of Education hold a public hearing on the Public Employees, Local One bargaining reopener proposal to the District in accordance with the 2012-2015 bargaining agreement.

Board Adoption of Bargaining Reopener Proposal

Comment:

Following the public hearing on its bargaining reopener proposal, the Board of Education will be asked to adopt the Public Employees, Local One proposal to the District in accordance with the 2012-2015 reopener agreement.

Recommendation:

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

Fiscal Impact:

To Be Determined

* **F.2 Approval of Agreement with School Supervisors Association (SSA) / AB1200 Public Disclosure of Collective Bargaining Agreement with the SSA**

Comment:

District and SSA have reached tentative agreement through collective bargaining for the 2014-2015 school year. A copy of the Tentative Agreement will be provided at the Board meeting. Once SSA has ratified the Agreement, it will be presented to the Board of Education for ratification.

School districts are required to publicly disclose the provisions of all collective bargaining agreements before they ratify an agreement. This ensures that the public is aware of the details associated with a tentative collective bargaining agreement before it becomes binding on the District. A summary of the financial implications associated with the agreement is provided. This summary has also been provided to the County Office of Education.

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

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

Recommendation:

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

Fiscal Impact:

2014-15 \$295,842

* **F.3 Helm’s Quality Education Investment Act (QEIA) Public Hearing and Waiver Request**

Comment:

The Quality Education Investment Act of 2006 (QEIA) was enacted as a result of the *CTA, at al. v. Schwarznegger, at al.* settlement. This settlement distributes the Proposition 98 funding of 2004-2006 in a targeted effort to increase the performance of schools with a 2005 Academic Performance Index (API) falling in the first and second deciles. These appropriations began in fiscal year 2007-08 and current information from the California Department of Education indicates that funding will continue through 2014-15 for schools that continue to meet all required targets.

One of the requirements of the grant is that all teachers are Highly Qualified (HQT). In 2012-13 one Special Education teacher at Helms was assigned to one class without the appropriate credential. As a result the California Department of Education determined that Helms was 97% HQT for that year and did not meet the requirement of 100%.

Failure to meet any target during the grant results in termination from the QEIA program and consequential loss of funding. The impact of losing funding is \$914,300 for Helms Middle School for the 2014-15 school year.

Upon approval by the WCCUSD Board of Education, a request will be submitted to the California State Board of Education asking for a waiver of the HQT requirement for Helms for 2012-2013. In the past few years waivers similar to this request have been approved by the State Board of Education.

Recommendation:

Public Hearing and Recommend Approval

Fiscal Impact:

Potential loss of \$914,300.00 for the 2014-15 school year

G. DISCUSSION ITEMS

* **G.1 Project Status Report**

Comment:

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

- Engineering Officer’s Report
- Construction Status Reports

Recommendation:

For Information Only

Fiscal Impact:

None

* **G.2 Construction Project Status Update for El Cerrito High School Stadium & Field Replacement**

Comment:

At the December 2, 2013 meeting the Board approved the award of the El Cerrito High School Stadium & Field Replacement project to Wright Construction, Inc. The project team will provide a brief presentation to the Board on the project's status.

Recommendation:

For Information Only

Fiscal Impact:

None

* **G.3 Project Update for Richmond Swim Center at Kennedy High School Update**

Comment:

The District has approved the services and fees of MA Architects for the design of the Richmond Swim Center at Kennedy High School project. The project team will provide a brief presentation to the Board on the project's status.

Recommendation:

For Information Only

Fiscal Impact:

None

* **G.4 2014 Pre-qualification Statute Process Update**

Comment:

On January 1, 2014 the Public Contracting Code was amended to require pre-qualification of general contractors and major trade sub-contractors (mechanical, electrical, and plumbing) for projects which are valued at or above \$1,000,000. The District has engaged a process to meet this requirement. Staff and the Bond Program manager will provide a brief overview of the process.

Recommendation:

For Information Only

Fiscal Impact:

None

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

I. COMMENTS OF THE BOARD OF EDUCATION AND SUPERINTENDENT

J. THE NEXT SCHEDULED BOARD OF EDUCATION MEETING

Lovonya DeJean Middle School – February 26, 2014

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

February 12, 2014

1. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

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

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

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

Four cases

4. LIABILITY CLAIMS (Government Code Section 54956.95)

5. CONFERENCE WITH LABOR NEGOTIATORS

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

- Confidential and Management

6. PUBLIC EMPLOYEE APPOINTMENT

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

8. STUDENT DISCIPLINE (Education Code Section 35146)

Expulsions

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

Certificated / Classified Employee Dismissal

10. REPORT OF CLOSED SESSION ACTIONS

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

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education

Meeting Date: February 12, 2014

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

Agenda Item: B.4

Subject: Presentation of Student Board Representative from Richmond High School.

Background Information:

A Student Board Representative from Richmond High School will attend the Board of Education on February 12, 2014. We would like to recognize and commend their participation.

Recommendation:

For Information Only

Fiscal Impact:

None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

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

Agenda Item B.7

January 29, 2014

A. CLOSED SESSION

B. OPENING PROCEDURES

In President Ramsey's absence, Clerk Todd Groves called the meeting to order at 6:00 P.M. The Board recessed into Closed Session. Clerk Groves called the Public Session to order at 6:30 P.M.

B.1 Pledge of Allegiance

Clerk Groves led the pledge of allegiance.

B.2 Welcome and Meeting Procedures

Clerk Groves offered welcome and instructions to the public regarding the meeting.

B.3 Roll Call

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

Staff Present: Magdy Abdalla, Engineering Officer; Steve Collins, SELPA Director; Jose De Leon, Interim Principal Richmond High; Cliff Dorton, Electronics Technician; Sheri Gamba, Associate Superintendent Business Services; Wendell Greer, Associate Superintendent K-Adult Schools; Rhonda Haney, Title IX Coordinator; Bruce Harter, Superintendent; Debbie Haynie, Executive Secretary; Drew Kravin, Project Assistant; Mary Phillips, Chief Technology Officer; Lyn Potter, Director Curriculum & Instructional Services; Nia Rashidchi, Assistant Superintendent Educational Services; Liz Torio, Director Academic Intervention; Reyna Touriel, Translator; Marin Trujillo, Coordinator Community Engagement; Katie vonHusen, Coordinator Ed Services; Ken Whittemore, Assistant Superintendent Human Resources

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

Mr. Cesar Munoz provided a report of activities at Richmond High School.

B.6 Report/Ratification of Closed Session

Superintendent Harter asked the Board to ratify action taken in closed session to appoint Rhonda Haney to the position of Title IX Coordinator.

MOTION: Mr. Enos moved to ratify action in Closed Session to appoint Rhonda Haney to the position of Title IX Coordinator. Ms. Kronenberg seconded. Mr. Enos, Ms. Merriweather, Ms. Kronenberg, Student Representative Cesar Munoz (advisory vote only), and Clerk Groves voted yes, with no abstentions and President Ramsey absent. Motion carried 4-0-1-0.

B.7 Agenda Review and Adoption

MOTION: Ms. Kronenberg requested that item D.1 be moved to follow item B.8. Mr. Enos seconded. Mr. Enos, Ms. Merriweather, Ms. Kronenberg, Student Representative Cesar Munoz (advisory vote only), and Clerk Groves voted yes, with no abstentions and President Ramsey absent. Motion carried 4-0-1-0.

MOTION: Ms. Kronenberg requested that item F.6 be moved to the discussion section of the agenda and approved the remainder of the agenda. Ms. Merriweather seconded. Mr. Enos, Ms. Merriweather, Ms. Kronenberg, Student Representative Cesar Munoz (advisory vote only), and Clerk Groves voted yes, with no abstentions and President Ramsey absent. Motion carried 4-0-1-0.

B.8 Minutes: January 4, 2014; January 8, 2014

MOTION: Ms. Kronenberg moved approval of the Minutes of January 4, 2014 and January 8, 2014. Mr. Enos seconded. Mr. Enos, Ms. Merriweather, Ms. Kronenberg, Student Representative Cesar Munoz (advisory vote only), and Clerk Groves voted yes, with no abstentions and President Ramsey absent. Motion carried 4-0-1-0.

D.1 Recognition of Sgt. Eddie Russell

Mr. Greer introduced Sgt. Russell of the Richmond Police Department, and acknowledged his eight years of support for students and the District as a school resource officer (SRO) and most recently as the officer in charge of the SRO's at Richmond schools. Board members personally acknowledged and commended his dedication. Fellow officers were in the audience to offer support. Sgt. Russell spoke of his relationship with Mr. Enos as a teacher, coach and colleague. He extended thanks to his fellow officers and supervisors for their support in his work and remarked on the pleasure he experienced in working with youth.

Public Comment:
None

Board Comment:

Mr. Enos spoke of Sgt. Russell's working in the community in a positive way. He also recalled Sgt. Russell as a student and football player. He concluded by extending thanks for his work and dedication.

Ms. Kronenberg spoke of his work in teaching gangs classes for parents and how well the information was received.

Ms. Merriweather thanked Sgt. Russell for his leadership and commented about the way he worked with students. She said she is glad that he will remain in community.

Mr. Groves thanked Sgt. Russell for his support in making schools safer and students more well-grounded.

B.9 WCCUSD Public Comment

Harry Campbell, Lorraine Humes, Giorgio Cosentino

C. BUSINESS ITEMS

C.1 Grants/Awards/Agreements

C.2 Acceptance of Donations

C.3 Approval of Fund-Raising Activities

C.4 Summary of Payroll and Vendor Warrant Reports

C.5 Contracted Services

C.6 Certificated Board Authorization - Education Code 44258.3

C.7 Routine Personnel Changes – Classified

C.8 Approval of Sabbatical Leave Requests for 2014-2015

C.9 Acceptance of Contracts for Placement of Student Teachers

C.10 Presentation of Bargaining Proposal from Local One to the West Contra Costa Unified School District

C.11 Approve the following new job description: Director of Communications

C.12 Approve the following new job description: Director, Accountability/ Chief Data Officer

C.13 Ratification and Approval of Engineering Services Contracts

C.14 Ratification and Approval of Negotiated Change Orders

C.15 Ratification of Staff Awarded Contract (CUPCCAA): Pinole Valley High School Baseball Park Backstop Replacement

C.16 Ratification of Staff Awarded Contract (CUPCCAA): Pinole Valley High School Baseball Park Site Work

C.17 Security System for FOC and ITC to include head-end equipment for the district

C.18 Resolution 52-1314: Authorizing Competitive Negotiations for Erate Priority One Data Circuits and Managed VoIP Services pursuant to Public Contract Code Section 20118.2

C.19 Procurement Contract for Wireless Infrastructure

C.20 Resolution No. 53-1314: African-American History Month - February 2014

C.21 Resolution No. 54-1314: Recognition of West Contra Costa Unified School District Job Shadow Day February 4, 2014 and Recognition of February 2014 as National Job Shadow Month

C.22 Revision of Board Bylaw 9250

C.23 Approval of Board Members Travel

MOTION: Ms. Merriweather moved approval of Consent Items C.1 –C.23. Ms. Kronenberg seconded. Mr. Enos, Ms. Merriweather, Ms. Kronenberg, Student Representative Cesar Munoz (advisory vote only), and Clerk Groves voted yes, with no abstentions and President Ramsey absent. Motion carried 4-0-1-0.

D. AWARDS, RECOGNITIONS, AND REPORTS

D.1 Recognition of Sgt. Eddie Russell

This item was moved to follow item B.8.

D.2 Report on District-wide FAFSA Campaign

Mr. Joel Mackey and Mr. Robert Bunce of the Ed Fund provided a report highlighting accomplishments with respect to financial aid applications for District students. They shared information regarding the collaborative with West County College Access Network to increase the percentage of District students who complete the federal student aid application, FAFSA. Students who complete this application are more likely to go on to college. Pinole Valley High School graduate William Lee Newsome is a freshman at Holy Names University. He told of his experience as the first in his family to attend college. His mother, Gwendolyn Bullocks, spoke of her pride that her son is attending college and appreciation for the assistance in obtaining financial support. Mr. Mackey said that the goal for this year is to be first large district in state to accomplish a 70% FAFSA completion rate.

Public Comment:

None

Board Comment:

Ms. Merriweather had questions about parent outreach. Mr. Mackey spoke about the Cash for College nights held at every high school and wide advertisement through various forums.

Mr. Enos thanked the Ed Fund and spoke about seeing students graduate and enroll in college.

Ms. Kronenberg spoke of attending the college network meetings and the group of people taking positive steps to assist parents. She commended the educational and informational efforts, in addition to the logistical efforts, in uploading student Grade Point Averages district wide.

Clerk Groves asked what the District could do to facilitate the efforts. Mr. Mackey spoke of publicizing to the community for aware of the process and the potential impact to student's lives.

D.3 Mock Trial Overview

Mr. Greer introduced Ms. Nancy Schiff of the Center for Youth Development Through Law who spoke about the mock trial teams at District high schools. She explained that the Hercules team is not currently sponsored by the Center. Students and instructors from DeAnza, El Cerrito, Kennedy, and Richmond High Schools are participants. Student and teachers representatives from each high school spoke about how the program has affected them in positive ways.

Public Comment:

None

Board Comment:

Ms. Kronenberg credited Mr. Ramsey for bringing this program to the District. She said she loved hearing the students speak about the rigor and how much they enjoy participating in the program.

Mr. Enos spoke about this becoming a part of the culture in each high school and a standard for leadership.

Ms. Merriweather talked about the excellent program, students benefits, and taking the skills gained with them through life.

Clerk Groves asked Ms. Schiff about future expansion. She said the program is self-limiting but that each program could spread the word to recruit a few more students. She estimated that each school could handle a maximum of twenty students.

D.4 WCCUSD 2014 Summer Learning Overview

Ms. Rashidchi spoke about the upcoming 2014 summer learning program for students. The program will incorporate new strategies to improve student engagement, combat summer learning loss, support the transition to the Common Core, and offer more hands on project based learning opportunities. Ms. Liz Torio provided a presentation regarding

plans for the summer school 2014. Dates for this year's program will be June 16 - July 11, 2014 with 19 days of instruction. She explained pilot strategies to improve student engagement, reinforce foundational skills, practice writing skills and implement theme based activities. Teacher Jose Irizarry provided information about enrichment programs for middle and high school students.

Public Comment:
None

Board Comment:

Ms. Kronenberg asked about the number of students who will be served during the summer. Superintendent Harter estimated that the District can serve 3,300 students this summer through various programs.

Ms. Merriweather asked about the Smarter Balance Assessment. Ms. Rashidchi spoke about piloting and testing during the spring as well as summer in order to give students and teachers opportunity to practice before the actual tests take place in 2014-15.

Clerk Groves asked about prioritizing and identifying students. Ms. Torio provided details. He continued with questions about measuring student achievement and curriculum to be used. Ms. Lyn Potter provided clarification.

D.5 Budget Update

Ms. Gamba presented an update on the recent Governor's Budget Proposal and how it affects the District.

Public Comment:
None

Board Comment:

Ms. Merriweather had questions about deferred funds. Ms. Gamba explained with detail.

Clerk Groves asked question about proportionality. Ms. Gamba responded with clarification.

E. COMMITTEE COMMUNICATIONS

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

E.1 Standing Reports

Academic Subcommittee. Ms. Rashidchi reported on the last meeting and conversation about best practices in the District as well as the upcoming summer school program. She said that an upcoming town hall meeting will showcase teacher best practices. The next meeting will be held February 11th at DeAnza High School. Mr. Enos added that he felt teachers were happy to work toward best practices and building common rubrics to measure progress.

College and Career Readiness Academies. Mr. Greer recognized a California Department of Education monetary award to El Cerrito High School for planning a conservatory of arts academy. He said that discussion has begun around the development of the District's visual arts program.

Community Budget Advisory Committee. Ms. Gamba said committee members attended the January Governor's Budget Workshop. They found the workshops very informative.

Facilities Subcommittee. Ms. Kronenberg spoke of the robust conversation regarding bond council selections. The committee discussion included construction project status regarding Montalvin, El Cerrito Stadium, and Coronado. The next meeting is scheduled for February 11, 2014.

Ivy League Connection. Ms. Kronenberg said the committee is in process of making student selections for the various summer programs with more interviews taking place this week.

Safety and School Climate Committee. Ms. Merriweather said the next meeting was scheduled for February 6, 2014 at DeAnza High School.

Technology Subcommittee. Ms. Phillips said the committee met and continued the computer tablet piloting process in order to set a District standard. The next meeting will include a discussion of the 2014-2017 Technology Plan and will be held February 10, 4:00 PM, at 1300 Potrero Avenue.

Youth Commission. Mr. Groves said the commissioners will meet February 10th to go on a listening tour of all of the high schools to hear student's voice.

E.2 Superintendent's Report

Superintendent Harter provided a report of activities in the District.

F. ACTION ITEMS

F.1 Public Hearing and Adoption of Bargaining Proposal from the West Contra Costa Unified School District to the Public Employees Union, Local One

Mr. Whittemore asked the Board to open the public hearing and then accept the District's proposal to Local One.

Clerk Groves opened public hearing.

Public Comment:

None

Clerk Groves closed public hearing.

Board Comment:

None

MOTION: Ms. Kronenberg moved approval of the Adoption of Bargaining Proposal from the West Contra Costa Unified School District to the Public Employees Union, Local One. Mr. Enos seconded. Mr. Enos, Mr. Groves, Ms. Merriweather, Ms. Kronenberg, Student Representative Cesar Munoz (advisory vote only), voted yes, with no abstentions and President Ramsey absent. Motion carried 4-0-1-0.

F.2 Public Hearing and Adoption of Bargaining Proposal from the School Supervisors Association (SSA) to West Contra Costa Unified School District

Mr. Whittemore asked the Board to open the public hearing and then vote to accept the proposal from the School Supervisors Association.

Clerk Groves opened the public hearing.

Public Comment:

None

Clerk Groves closed the public hearing.

Board Comment:

None

MOTION: Ms. Kronenberg moved approval of the Adoption of Bargaining Proposal from the School Supervisors Association (SSA) to West Contra Costa Unified School District. Mr. Enos seconded. Mr. Enos, Mr. Groves, Ms. Merriweather, Ms. Kronenberg, Student Representative Cesar Munoz (advisory vote only), voted yes, with no abstentions and President Ramsey absent. Motion carried 4-0-1-0.

F.3 Presentation and Public Hearing of Bargaining Proposal from the West Contra Costa Unified School District to School Supervisors Association (SSA)

Mr. Whittemore asked the Board to open the public hearing and then vote to accept the District's proposal to the School Supervisors Association.

Clerk Groves opened the public hearing.

Public Comment:

None

Board Comment:

None

Clerk Groves closed the public hearing.

MOTION: Ms. Kronenberg moved approval of the Bargaining Proposal from the West Contra Costa Unified School District to School Supervisors Association (SSA). Mr. Enos seconded. Mr. Enos, Mr. Groves, Ms. Merriweather, Ms. Kronenberg, Student Representative Cesar Munoz (advisory vote only), voted yes, with no abstentions and President Ramsey absent. Motion carried 4-0-1-0.

F.4 Public Hearing and Adoption of the Joint Bargaining Proposal from West Contra Costa Unified School District and West Contra Costa Administrators Association

Mr. Whittemore asked the Board to open the public hearing and then vote to accept the proposal from the West Contra Costa Administrators Association.

Clerk Groves opened the public hearing.

Public Comment:

None

Board Comment:

None

Clerk Groves closed the public hearing.

MOTION: Mr. Enos moved approval of the Adoption of the Joint Bargaining Proposal from West Contra Costa Unified School District and West Contra Costa Administrators Association. Ms. Kronenberg seconded. Mr. Enos, Mr. Groves, Ms. Merriweather, Ms. Kronenberg, Student Representative Cesar Munoz (advisory vote only), voted yes, with no abstentions and President Ramsey absent. Motion carried 4-0-1-0.

F.5 Local Control Accountability Parent Committee

Superintendent Harter explained the need to create a Local Control Accountability Parent Committee, the process and proposal to set up a parent committee to advise the Board with regard to the Local Control Accountability Plan. School families and community groups will be asked to nominate parents to be their representative with the intention of a workable sized group as prescribed by law. Superintendent Harter recommended the Board approve composition and framework of the committee.

Public Comment:

Yuritzzy Gomez, Myra Garcia

Board Comment:

Superintendent Harter responded with information regarding the public committee meetings and meeting schedule set up with the statutory minimum in mind. He explained that the list of groups was to look at typical partners, with the statute in mind to address needs of low income, English Language Learners and Foster Youth. The goal will be to develop a broader scope to incorporate elements of the District's Strategic Plan as well. Student representatives will be included in an ex officio roll since this is a parent committee. All members will be encouraged to attend each of the meetings.

Ms. Kronenberg pointed out that the law regulates the makeup of the committee requiring parents of District students. She remarked that Dr. Harter has done a good job of being broad with 37 members making up a large committee. These public meetings will be important for the community.

Ms. Merriweather asked about the selection process. Superintendent Harter said that volunteers will be asked but the requirement is for parents to participate.

MOTION: Mr. Enos moved approval of the Local Control Accountability Committee. Ms. Kronenberg seconded. Mr. Enos, Mr. Groves, Ms. Merriweather, Ms. Kronenberg, Student Representative Cesar Munoz (advisory vote only), voted yes, with no abstentions and President Ramsey absent. Motion carried 4-0-1-0.

F.6 Board Policy 5131 “Conduct”, Policy 5137 “Positive School Climate”, Policy 5145.7 “Sexual Harassment”, and Policy 5145.9 “Hate-Motivated Behavior”

This item was moved to the discussion section with no action at this time.

G. DISCUSSION ITEMS

F.6 Board Policy 5131 “Conduct”, Policy 5137 “Positive School Climate”, Policy 5145.7 “Sexual Harassment”, and Policy 5145.9 “Hate-Motivated Behavior”

Superintendent Harter explained that this item has been moved to a discussion item in order to afford the community and Board opportunity for input. This item will return to a subsequent meeting for adoption.

Mr. Greer spoke of the paramount importance to create a culture of safety for students. He asked the Board to review updates to four Board Policies regarding conduct, positive school climate, sexual harassment and hate motivated behavior. Mr. Greer introduced Dr. John Shields with ETR who addressed points regarding assessing and revisiting policies related to sexual harassment and gender based harassment, convening and support for a Districtwide task force for development of new policies, professional development, monitoring implementation, and annual evaluation.

Mr. Greer spoke of a positive journey over the coming years where District children will be safe. He commended the leadership of School Safety and Climate Committee.

Public Comment:

Thomas Selhorst, Lorraine Humes

Board Comment:

Ms. Kronenberg had questions about the process to share information regarding complaints. Dr. Shields spoke about designing a “dashboard” that would be specific to the District.

Mr. Enos spoke of the importance to take on a measuring process and applauded the Board for providing a leader in the organization ETR.

Clerk Groves asked about the timeline of when this will return to the Board for adoption. Superintendent Harter said that the policies will return March 12 for approval. Administrative Regulations will also be developed. Mr. Greer explained the cultural change under the Board’s guidance through the Safety Committee to improve services for safety in school sites.

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

None

I. COMMENTS OF THE BOARD OF EDUCATION AND SUPERINTENDENT

Mr. Enos thanked staff for its hard work to serve students and community. Mr. Enos also commended Mr. Groves for conducting the meeting.

Ms. Merriweather commented on the interesting meeting, including the District’s LCAP parent committee. She said she is looking forward to hearing parent input regarding focus on the neediest students.

Ms. Kronenberg remarked on the mock trial presentation and said she recognizing graduate Peter Chau as a trial judge in the video presentation. She also commented on the work of Dr. Shields and the commitment of the District to change the culture.

Clerk Groves said he was honored to fill the shoes of President Ramsey. He acknowledged and extended appreciation for staff’s hard work.

J. THE NEXT SCHEDULED BOARD OF EDUCATION MEETING

Lovonya DeJean Middle School – February 12, 2014

K. ADJOURNMENT

Clerk Groves adjourned the meeting at 9:41 P.M.

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

BH:dh

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

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education

Meeting Date: February 12, 2014

From: Sheri Gamba *SG*
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 February 12, 2014.

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
Mt Diablo Adult Ed Assessment & Skill Training Services	\$251,536 7/1/13 - 6/30/14	Mt. Diablo Unified School District - Chabot-Las Positas Community College District	Help identify teachers to provide assessment services and Skills Training Services at the San Pablo One Stop Career Center.
Safe and Supportive Schools Programmatic Intervention	\$625,000 10/1/13 - 9/30/14	California Department of Education - Coordinated School Health and Safety Office	To support the Health and Safety Programs at all five High Schools PCA # 15164-00

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: February 12, 2014

From: Sheri Gamba *SG*
Associate Superintendent Business Services

Agenda Item: CI C.2

Subject: Acceptance of Donations

Background Information: The District has received donations as summarized on the attached sheet dated February 12, 2014. The estimated values for any non-cash donations (as indicated by an asterisk) are those provided by the donor. Staff recommends acceptance of these donations.

Recommendation: Recommend Approval

Fiscal Impact: As noted per donations summary.

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

West Contra Costa Unified School District
 February 12, 2014 Board Meeting

<u>Donor Name</u>	<u>Description or Purpose</u>	<u>Estimated Value</u>	<u>Receiving School or Department</u>
Bayview Student Fund	Instructional Supplies & Field Trips	\$2,500.00	Bayview Elementary
Target Scholarship America	Field Trip	\$700.00	Fairmont Elementary
J.R. Albert Foundation, Inc.	Materials & Supplies	\$1,000.00	Grant Elementary
Save Mart Supermarket	Materials & Supplies	\$5.24	Grant Elementary
Wells Fargo Community Support Campaign	Special Administrative Account	\$250.00	Hanna Ranch Elementary
PG&E Corporation Campaign for the Community	Special Administrative Account	\$165.00	Hanna Ranch Elementary
Wells Fargo Community Support Campaign	Materials & Supplies	\$250.00	Ohlone Elementary
Wells Fargo Community Support Campaign	Materials & Supplies	\$250.00	Ohlone Elementary
Target Scholarship America	Materials & Supplies	\$700.00	Wilson Elementary

*Estimated values for the non-cash donations are provided by the donor
 Donation Précis 021214

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: February 12, 2014

From: Sheri Gamba *SG*
Associate Superintendent Business Services

Agenda Item: CI C.3

Subject: Approval of Fund-Raising Activities

Background Information: The planned fund-raising events for the 2013-14 school year is summarized on the attached sheet dated February 12, 2014.

Recommendation: Recommend Approval

Fiscal Impact: Additional revenue for schools

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

West Contra Costa Unified School District
 February 12, 2014 Board Meeting

APPROVAL OF FUND-RAISERS

<u>School</u>	<u>Fund-Raising Activity</u>	<u>Activity Sponsor</u>
Ohlone Elementary	Sell See's Candies	Ohlone PTA and 5th grade students
Olinda Elementary	Spaghetti Dinner	Olinda PTA
El Cerrito High	Nations to Donate Portion of Funds When Customers have a Flier to ECHS Class of 2017	El Cerrito High
El Cerrito High	Panda Express to Donate Portion of Funds When Customers have a Flier to ECHS Class of 2017	El Cerrito High
El Cerrito High	Dinner at Rubio's Restaurant	El Cerrito High
El Cerrito High	Garage Sale	El Cerrito High
Hercules Middle	Spell -a-Thon	El Cerrito High
Pinole Middle	Sell Hot Chocolate, Beef Jerky, Cookies, Chips, Drinks, Candies and other Snack Foods	El Cerrito High
Pinole Middle	Sell Valentine's Day Grams	El Cerrito High
Pinole Valley High	Penny Drive	El Cerrito High
Pinole Valley High	Sell of Tickets for Sadie Hawkins Dance	El Cerrito High
Pinole Valley High	Sell Roses and Chocolates for Valentine's Day	El Cerrito High
Pinole Valley High	Admission Fee and Concession Sales	El Cerrito High
Pinole Valley High	Sell Chocolate Pretzel Rods	El Cerrito High
Pinole Valley High	Sell of Cookie Grams	El Cerrito High

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

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education

Meeting Date: February 12, 2014

From: Sheri Gamba *SG*
Associate Superintendent Business Services

Agenda Item: CI C.4

Subject: Summary of Payroll and Vendor Warrant Reports

Background Information: Attached are the summaries of Payroll and Vendor Warrants issued during the month of January 2014.

Total of payroll warrants (January 2014): \$ 9,901,134
Total of vendor warrants (January 2014): \$ 23,983,833

Recommendation: Recommend approval of the payroll and vendor warrant reports

Fiscal Impact: As noted above

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

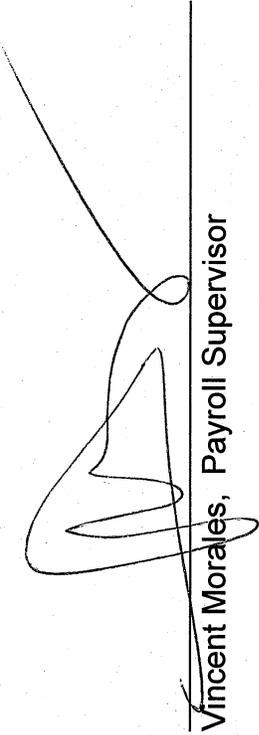
Approved _____ Not Approved _____ Tabled _____

West Contra Costa Unified School District

Month of: January 2014

Payrolls	Warrant From	Warrant To	Numbers To	Total Warrants Current	Total Warrants Previous	Total Warrants To Date
Variable	675521	676412	676412	529,591	3,138,294	3,667,885
Regular	676434	677013	677013	1,320,488	7,425,793	8,746,281
Special	675519	677030	677030	18,420	257,475	275,895
<hr/>						
Variable EFT	414889	416429	416429	833,229	6,059,241	6,892,470
Regular EFT	416430	418862	418862	7,201,113	35,853,774	43,054,887
Special EFT					0	0
<hr/>						
Typed	297800		297800	156	119,194	119,350
BENEFITS					0	0
Cancelled	Various	Various	Various	(1,863)	(66,431)	(68,294)
Totals				9,901,134	52,787,340	62,688,474

Salary detail is available in the Payroll office upon request.


 Vincent Morales, Payroll Supervisor

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
WEEKLY VENDOR WARRANT REPORT

2013-2014

PAYMENT

DATE: January 7, 2014

PAGE-1

FUND#	FUND DESCRIPTION	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL	785,438	23,543,180	24,328,618
7706	CAFETERIA	7,685	3,028,300	3,035,985
7707	CHILD DEVELOPMENT	17,878	12,828	30,706
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY		644,399	644,399
7710	BUILDING	222,929	35,725,936	35,948,865
7711	CAPITAL FACILITIES		73,575	73,575
7712	SELF INSURANCE PROPERTY & LIABILITY	31	1,615,380	1,615,411
7713	STATE SCHOOL LEASE/PURCHASE		0	0
7714	COUNTY SCHOOL FACILITIES		0	0
7715	SPECIAL RESERVE FOR NON-CAPITAL OUTLAY		0	0
7719	CHARTER SCHOOL		0	0
7725	MRAD		0	0
7728	DEBT SERVICE		2,671	2,671
7744	RETIREE BENEFITS	4,641	145,728	150,369
7770	ADULT EDUCATION		109,483	109,483
7785	DEFERRED MAINTENANCE		14,350	14,350
7790	BOND INTEREST & REDEMP TN		0	0
7701	PAYROLL REVOLVING	3,968,648	56,154,028	60,122,676
	TOTALS	5,007,250	121,069,858	126,077,108

Christus
Prepared By

J. Sporn
Accounting Supervisor

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
WEEKLY VENDOR WARRANT REPORT

2013-2014

PAYMENT

DATE: January 14, 2014

PAGE-2

FUND#	FUND DESCRIPTION	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL	1,028,475	24,328,618	25,357,093
7706	CAFETERIA	51,484	3,035,985	3,087,469
7707	CHILD DEVELOPMENT	118	30,706	30,824
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY	1,180	644,399	645,579
7710	BUILDING	4,321,648	35,948,865	40,270,513
7711	CAPITAL FACILITIES		73,575	73,575
7712	SELF INSURANCE PROPERTY & LIABILITY		1,615,411	1,615,411
7713	STATE SCHOOL LEASE/PURCHASE		0	0
7714	COUNTY SCHOOL FACILITIES		0	0
7715	SPECIAL RESERVE FOR NON-CAPITAL OUTLAY		0	0
7719	CHARTER SCHOOL		0	0
7725	MRAD		0	0
7728	DEBT SERVICE	2,671	2,671	5,342
7744	RETIREE BENEFITS		150,369	150,369
7770	ADULT EDUCATION	2,453	109,483	111,936
7785	DEFERRED MAINTENANCE BOND INTEREST & REDEMPN		14,350	14,350
7790			0	0
7701	PAYROLL REVOLVING		60,122,676	60,122,676
	TOTALS	5,408,029	126,077,108	131,485,137

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
WEEKLY VENDOR WARRANT REPORT

2013-2014

PAYMENT

DATE: January 22, 2014

PAGE-3

FUND#	FUND DESCRIPTION	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL	1,555,291	25,357,093	26,912,384
7706	CAFETERIA	452,279	3,087,469	3,539,748
7707	CHILD DEVELOPMENT	431	30,824	31,255
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY	48,075	645,579	693,654
7710	BUILDING	1,298,393	40,270,513	41,568,906
7711	CAPITAL FACILITIES	2,405	73,575	75,980
7712	SELF INSURANCE			
7712	PROPERTY & LIABILITY	295	1,615,411	1,615,706
7713	STATE SCHOOL LEASE/PURCHASE		0	0
7714	COUNTY SCHOOL FACILITIES		0	0
7715	SPECIAL RESERVE FOR NON-CAPITAL OUTLAY		0	0
7719	CHARTER SCHOOL		0	0
7725	MRAD		0	0
7728	DEBT SERVICE		5,342	5,342
7744	RETIREE BENEFITS		150,369	150,369
7770	ADULT EDUCATION	3,329	111,936	115,265
7785	DEFERRED MAINTENANCE		14,350	14,350
7790	BOND INTEREST & REDEMP TN		0	0
7701	PAYROLL REVOLVING	21,605	60,122,676	60,144,281
	TOTALS	3,382,103	131,485,137	134,867,240

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
WEEKLY VENDOR WARRANT REPORT

2013-2014

PAGE-4

PAYMENT

DATE: January 28, 2014

FUND#	FUND DESCRIPTION	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL	1,226,972	26,912,384	28,139,356
7706	CAFETERIA	24,516	3,539,748	3,564,264
7707	CHILD DEVELOPMENT	151	31,255	31,406
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY	20	693,654	693,674
7710	BUILDING	3,208,966	41,568,906	44,777,872
7711	CAPITAL FACILITIES	326	75,980	76,306
7712	SELF INSURANCE PROPERTY & LIABILITY	8,257	1,615,706	1,623,963
7713	STATE SCHOOL LEASE/PURCHASE		0	0
7714	COUNTY SCHOOL FACILITIES		0	0
7715	SPECIAL RESERVE FOR NON-CAPITAL OUTLAY		0	0
7719	CHARTER SCHOOL		0	0
7725	MRAD		0	0
7728	DEBT SERVICE		5,342	5,342
7744	RETIREE BENEFITS		150,369	150,369
7770	ADULT EDUCATION	5,099	115,265	120,364
7785	DEFERRED MAINTENANCE		14,350	14,350
7790	BOND INTEREST & REDEMPN		0	0
7701	PAYROLL REVOLVING	44,822	60,144,281	60,189,103
	TOTALS	4,519,129	134,867,240	139,386,369

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
WEEKLY VENDOR WARRANT REPORT

2013-2014

PAYMENT
DATE: January 9, 2014

PAGE-5

FUND#	FUND DESCRIPTION	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL		28,139,356	28,139,356
7706	CAFETERIA		3,564,264	3,564,264
7707	CHILD DEVELOPMENT		31,406	31,406
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY		693,674	693,674
7710	BUILDING		44,777,872	44,777,872
7711	CAPITAL FACILITIES		76,306	76,306
7712	SELF INSURANCE PROPERTY & LIABILITY		1,623,963	1,623,963
7713	STATE SCHOOL LEASE/PURCHASE		0	0
7714	COUNTY SCHOOL FACILITIES		0	0
7715	SPECIAL RESERVE FOR NON-CAPITAL OUTLAY		0	0
7719	CHARTER SCHOOL		0	0
7725	MRAD		0	0
7728	DEBT SERVICE		5,342	5,342
7744	RETIREE BENEFITS		150,369	150,369
7770	ADULT EDUCATION		120,364	120,364
7785	DEFERRED MAINTENANCE		14,350	14,350
7790	BOND INTEREST & REDEMPTN		0	0
7701	PAYROLL REVOLVING	978,105	60,189,103	61,167,208
	TOTALS	978,105	139,386,369	140,364,474

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
WEEKLY VENDOR WARRANT REPORT

2013-2014

PAYMENT

DATE: January 30, 2014

PAGE-6

FUND#	FUND DESCRIPTION	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL		28,139,356	28,139,356
7706	CAFETERIA		3,564,264	3,564,264
7707	CHILD DEVELOPMENT		31,406	31,406
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY		693,674	693,674
7710	BUILDING		44,777,872	44,777,872
7711	CAPITAL FACILITIES		76,306	76,306
7712	SELF INSURANCE PROPERTY & LIABILITY		1,623,963	1,623,963
7713	STATE SCHOOL LEASE/PURCHASE		0	0
7714	COUNTY SCHOOL FACILITIES		0	0
7715	SPECIAL RESERVE FOR NON-CAPITAL OUTLAY		0	0
7719	CHARTER SCHOOL		0	0
7725	MRAD		0	0
7728	DEBT SERVICE		5,342	5,342
7744	RETIREE BENEFITS		150,369	150,369
7770	ADULT EDUCATION		120,364	120,364
7785	DEFERRED MAINTENANCE		14,350	14,350
7790	BOND INTEREST & REDEMPN		0	0
7701	PAYROLL REVOLVING	4,689,217	61,167,208	65,856,425
	TOTALS	4,689,217	140,364,474	145,053,691

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: February 12, 2014

From: Sheri Gamba 
Associate Superintendent Business Services

Agenda Item: CI C.5

Subject: Contracted Services

Background Information: Permission is requested of the Board of Education to approve the following contracts for services as detailed on the attached sheets dated February 12, 2014.

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
 February 12, 2014 Board Meeting

CONTRACTED SERVICES

The following professional consultant services are recommended for approval.

<u>DEPARTMENT</u>	<u>DATE OF SERVICE</u>	<u>CONSULTANT NAME</u>	<u>COST & FUNDING</u>	<u>PURPOSE</u>
Associate Superintendent K-12	1/27/14 Thru 6/30/14	Angela Barra 1000001157	\$4,500 Title III EL	<p>Increase existing contract of 49,500.00 to provide 5 additional professional development days. The consultant will provide:</p> <p>*Coaching of individual Secondary English language Development (ELD) teachers (e.g. demonstration lessons, elbow teaching, collaborative lesson planning, effective ELD instructional strategies). Topics will include review of data, including student work, curriculum mapping, ELD standards, effective use of ELD materials, effective ELD instructional strategies and effective ELD lesson planning.(Kennedy High, Richmond High, De Anza high, De Jean and Pinole Middle School)</p> <p>*Professional Development for secondary ELD teachers on the following dates: 2/11/14, 3/25/14, 4/24/14</p> <p>*WRITE Training and assessment scoring/ calibration training for secondary ELD teachers on the following dates: 3/4/14, 3/5/14, 3/6/14, 3/11/14, 3/17/14, 3/18/14</p>

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: February 12, 2014

From: Kenneth L. Whittemore
Assistant Superintendent Human Resources

Agenda Item: CI C.6

Subject: Approve the following revised new job description:

Director, Accountability/ Chief Data Officer

Background Information:

This job classification is being created to oversee the comprehensive data needs for the district. Specific focus will center around compilation and determination of data needs to comply with Local Control Funding Formula (LCFF) guidelines.

This job classification was approved at the January 29, 2014 Board of Education meeting. This is an update to the job description.

This job classification will support Strategy 5, Objectives 26.1, 26.2, 26.3, 26.4 of the Strategic Plan in improving internal data collection and management systems.

Recommendation: Approve update

Fiscal Impact: Salary and Benefits \$135,000 – General Fund

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

DIRECTOR, ACCOUNTABILITY / CHIEF DATA OFFICER

PRIMARY FUNCTIONS:

Researches, analyzes, collects, compiles, compares, contrasts, reports and presents data and other information that meets the requirements for the district's strategic plan, the local control accountability plan and related strategies; provides professional and technical support, assistance and guidance to district administrators and managers in data collection, analysis, reporting and presenting; designs, oversees and facilitates development of a variety of data collection and reporting tools to assist district staff and other stakeholders with data analysis, interpretation, planning and presentation; and performs other related duties as assigned.

MAJOR DUTIES AND RESPONSIBILITIES:

- Supports the superintendent in the creation, implementation and evaluation of the district's strategic plan and the local control accountability plan.
- Develops and delivers professional development on the gathering, analysis and reporting of data.
- Develops and implements consistent reporting formats and standards for data management.
- Determines and ensures the effective integration of technology, district data from all information systems and relevant data from verifiable and recognizable sources to capture, analyze, compile, present and report data, findings, evaluations, trends and predictions.
- Provides, analyzes and interprets data for the development and maintenance of short and long range plans both district-wide and at the site level.
- Formulates, implements and enforces proper data collection and reporting policies and procedures.
- Presents data, findings, projections and reports at trainings, meetings and in other venues as directed.
- Works with complex computerized software and information systems.
- Designs data collection instruments and collects data from surveys, focus groups, interviews and other appropriate methods to present a comprehensive and effective data comparison, finding, projection and presentation.
- Develops, implements and maintains a district-wide strategic data assessment plan and provide commensurate training, support and assistance to administrators and management regarding the district's data needs, analysis, presentations and reporting.
- Directs and leads data projects as assigned and develops projects to be completed to carry out the district's comprehensive data analysis and data reporting plan and goals.
- Collaborates, supports and advises district administrators and management regarding appropriate data methodologies, principles, analysis and needs, which includes assistance in creating templates, reports, presentations and related items.

- Monitors and supports district programs and school sites to meet their data goals, needs and/or strategies.
- Develops ad-hoc reports as necessary.
- Assists in the development, recommendation, and administration of the department budget for the purpose of ensuring services are delivered in conformance with district objectives and within budget parameters.
- Trains, directs, guides, coaches, evaluates, supports and disciplines assigned staff.
- Attends training workshops and professional development as directed.
- Oversees the process for approving research in the school district.

QUALIFICATIONS:

Knowledge of:

- Principles, practices and tools of data management.
- Methods and techniques data collection, analysis, utilization, validation, reporting and presentation.
- Media relations, which includes print, broadcast and web-based.
- Research methodologies and principles.
- Arithmetic, algebra and statistical **principles and** calculations.
- Methods of project and process control, budgeting, and cost analysis and prediction.
- Organization and management principles.
- **Applications used for data collection, analysis, modeling, identifying the correlations to desired outcomes such as SPSS, SQL, R or others.**
- **Microsoft suite (Excel, Word, Publisher, PowerPoint, Outlook, Access).**
- **Use Tableau Software.**
- Effective techniques of supervision, training, coaching, conflict resolution and motivation of employees.
- Modern business practices and district authorized software to complete duties, tasks and responsibilities.
- Clear and effective oral and written communication skills for all types of audiences.
- School and district policies, rules and regulations.

Ability to:

- **Think creatively.**
- Collect, compile, analyze, present and report data effectively and efficiently.
- Keep current on education research and data trends, needs, analysis and reporting.
- Work collaboratively with administrators, committees and district staff to accomplish common goals and objectives relating to data gathering, utilization and presentation.
- Complete multiple priorities with short deadlines.
- Conduct and participate in meetings, conferences, professional development and other trainings.
- Keep accurate records.

- Compile data to prepare complex reports.
- Set priorities based on district needs for data requests, reports and presentations and successfully complete tasks in a timely manner.
- Work cooperatively, efficiently and effectively with district departments, school sites and organizations to provide guidance, support and technical expertise in data collection, data analysis and data presentation.
- Apply principles of logical or scientific thinking to a wide range of intellectual and practical problems.
- Apply mathematical concepts (i.e. fractions, percentages, ratios, proportions, etc.) to practical situations.
- Work effectively and efficiently without close supervision.
- Supervise and direct the work of others.
- Understand and carry out verbal and written directions.
- Read, write and speak English with sufficient comprehension to perform duties accurately and competently.
- Train, work effectively and work cooperatively with individuals from diverse backgrounds.
- Work non-traditional and/or extended hours, including evening meetings.
- Communicate positively and effectively, orally and in writing, with the media, district staff, students and various community partners.

EDUCATION AND EXPERIENCE:

Education:

- Bachelor's Degree from an accredited college or university in Statistics, Data Analytics, Mathematics, Public Administration or a closely related field.
- Master's Degree from an accredited college or university in Statistics, Data Analytics, Mathematics, Public Administration or a closely related field is desired.

Experience:

- Five (5) years of experience in working with information systems, spreadsheets, relational databases and queries that perform a majority of the duties and responsibilities outlined above.
- Demonstrated project management skills and abilities.
- Demonstrated high level of successful customer service with both internal and external customers.

Licenses or Certificates Needed:

- Possession of a valid California Driver's License. Candidates must provide (and maintain) official motor vehicle driving record, and proof of compliance with district safe driving standards.

PHYSICAL EFFORT / WORK ENVIRONMENT:

Environment:

- Primarily indoor office, with some outdoor exposure.
- Office setting with phones, computer work, customer contact, drop-ins and other communications.

Physical Abilities:

Employees in this position must have/be able to:

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

SALARY:

Schedule: Management
Salary Range: Index 1.13

Approved by the Human Resources Department
Approved by the Board of Education January 29, 2014
Update approved by the Board _____

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

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education **Meeting Date:** February 12, 2014
From: Bill Fay **Agenda Item:** CI C.7
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: \$1,302,978. Funding sources Measure J Bond, Measure D-2010 and Measure E-2012 Bond.

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

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

ENGINEERING & ARCHITECTURAL SERVICES CONTRACTS

Project/Funding	Dates	Firm	Contract Cost	Reference
Nystrom Elementary School Modernization Project Measure J Bond (PID:1441205-02)	January 2014 through March 2014	Hill Zion Services, Inc.	\$15,440	Onsite Security Services
El Cerrito High School Stadium Project Measure D-2010 Bond (PID:3541348-00)	September 2013 through November 2013	WLC Architects, Inc.	\$379,296	Additional design services.
Nystrom Elementary School Modernization Project Measure J Bond (PID:1441205-02)	January 2014 through June 2014	Security By Design	\$58,880	Design services for Security Infrastructure and System Design.
Portola Middle School Campus Replacement Project Measure D-2010 Bond (PID:2141103-01)	January 2014 through June 2014	SGL Construction Management, Inc.	\$302,995	Construction Management services.
WCCUSD Facilities Operation Center Permanent Relocation Measure E-2012 Bond (PID:66910054-00)	January 2014 through February 2014	West Coast Code Consultants, Inc.	\$10,500	Third Party Plan Check review services.
Various Sites Measure D-2010 Bond (PID:61510057-00)	May 2014 through May 2015	Oracle	\$11,046	Primavera License Renewal
De Anza High School Campus Replacement Project Measure J Bond (PID:3521208-01)	January 2014 through June 2014	Security By Design	\$93,440	Design services for Security Infrastructure and System Design.
Ohlone Elementary School Campus Replacement Project Measure J Bond (PID:1461206-04)	March 2014 through June 2014	SGL Construction Management, Inc.	\$191,980	Construction Management services.

February 12, 2014

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

ENGINEERING & ARCHITECTURAL SERVICES CONTRACTS

Pinole Valley High School Campus Replacement Project Measure D-2010 Bond (PID:3621377-10)	January 2014 through June 2014	Fehr & Peers	\$16,000	Additional Traffic Engineering design services.
WCCUSD Facilities Operation Center Permanent Relocation Measure E-2012 Bond (PID:66910054-00)	January 2014 through June 2014	Sensible Environmental Solutions, Inc.	\$7,990	Additional Environmental Engineering Services.
Dover Elementary School Bldg A Project Measure J Bond (PID:1151201-03)	January 2014 through March 2014	Security By Design	\$960	Additional Security Design and Construction Administration services.
Ohlone Elementary School Campus Replacement Project Measure J Bond (PID:1461206-04)	January 2014 through June 2014	Kleinfelder	\$8,000	Additional Geotechnical Construction Observation and Testing Services.
Richmond High School Bldg. A Project Measure J Bond (PID:3641380-08)	January 2014 through June 2014	Security By Design	\$58,377	Design services for Security Infrastructure and System Design.
Helms Middle School Sports Field and Landscaping Project Measure D-2010 Bond (PID:2101101-16)	December 2013 through March 2014	SGI Construction Management, Inc.	\$55,769	Construction Management Services.
Pinole Valley High School Interim Housing Campus Project Measure D-2010 Bond (PID:3621377-02)	January 2014 through March 2014	RGA Environmental, Inc.	\$1,905	Environmental Engineering Services.
WCCUSD Facilities Operation Center Permanent Relocation Measure E-2012 Bond (PID:66910054-00)	January 2014 through December 2014	AE3 Partners	\$26,000	Additional design services.

February 12, 2014

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

ENGINEERING & ARCHITECTURAL SERVICES CONTRACTS

Valley View Elementary School Campus Replacement Project	January 2014 through June 2014	Swinterton Management Consulting	\$64,400	Constructability Review Services.
Measure D-2010 (PID:1601382-03)				

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:** February 12, 2013
From: Bill Fay **Agenda Item:** CI C.8
Associate Superintendent for Operations
Subject: Ratification and Approval of Negotiated Change Orders

Background information:

Staff is seeking ratification of Change Orders on the following current District construction projects: New Gompers & LPS; and Ohlone ES Phase I New Classrooms. 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: \$181,751.00

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

February 12, 2014 Change Order Ratification Summary

Project	Company	Original Contract	Previously Approved CO's	CO's Pending Approval	Change Percent	Total CO's	Total CO Percent of Original Contract	Adjusted New Contract	Change Order Numbers
1	Ohlone ES Phase I New Classrooms Zovich Construction	\$16,961,000.00	\$1,292,991.51	\$10,409.00 \$8,112.00	0.061% 0.048%	\$1,311,512.51	7.73%	\$18,272,512.51	72 73
2	New Gomepers & LPS Lathrop Construction Assoc.	\$53,887,350.00	\$302,701.00	\$53,498.00 \$109,732.00	0.099% 0.204%	\$465,931.00	0.86%	\$54,353,281.00	28 29

Total Board Action	\$181,751.00
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Note: the proposed Board Action is to Approve all Change Orders below ten percent (10%) of the Contract Value.

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:** February 12, 2014
From: Bill Fay **Agenda Item:** CI C.9
Associate Superintendent for Operations
Subject: Facilities Use Agreement with Bright Futures Growth & Development Center at
El Sobrante Elementary School Site

Background information:

The District and Seneca Family of Agencies (“Seneca”) previously entered into a Joint Use Agreement for use of space on the former El Sobrante Elementary Site located at 1060 Manor Road, El Sobrante (“Site”). Thereafter, Seneca and Bright Futures executed a Memorandum of Understanding which allows Bright Futures to use a portion of the Site that is designated as Seneca’s exclusive use space under Seneca’s Joint Use Agreement with the District. In addition to the use of a portion of Seneca’s space, Bright Futures requires the use of an unused portion of the Site (“Premises”) to conduct its childhood development and after school childcare programs. This Facilities Use Agreement requires that Seneca and Bright Futures coordinate each entity’s shared use of the Site, including each entity’s proportionate share of the utilities and maintenance.

The term of the Facilities Use Agreement with Bright Futures is two (2) years. The District and Bright Futures may renew the Facilities Use Agreement upon mutual agreement and approval by each entity’s governing body prior to the end of the term. Bright Futures shall take the Premises “as is”. The District has no obligation to maintain or repair the Premises during the term of the Facilities Use Agreement. Seneca intends to make certain facility improvements prior to occupying the Premises and shall make those improvements at its sole cost and expense.

Recommendation: Approve the Facilities Use Agreement Between the District and Bright Futures Growth & Development

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

DISPOSITION BY BOARD OF EDUCATION

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

**FACILITIES USE AGREEMENT BETWEEN WEST CONTRA COSTA
UNIFIED SCHOOL AND BRIGHT FUTURES GROWTH &
DEVELOPMENT CENTER FOR REAL PROPERTY AND
IMPROVEMENTS AT
EL SOBRANTE ELEMENTARY SCHOOL SITE LOCATED AT 1060
MANOR ROAD, EL SOBRANTE, CA**

THIS FACILITIES USE AGREEMENT ("Agreement") is made this ____ day of January____, 2014, by and between the WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT, a California public school district of California ("District") and Bright Futures Growth & Development Center, a California nonprofit corporation ("Bright Futures"). District and Bright Futures may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the District and Seneca Family of Agencies ("Seneca") previously entered into a Joint Use Agreement for use of space on the former El Sobrante Elementary Site located at 1060 Manor Road, El Sobrante ("Site"); and

WHEREAS, Seneca and Bright Futures have executed the Memorandum of Understanding attached hereto as Exhibit "A" which allows Bright Futures to use a portion of the Site that is designated as Seneca's exclusive use space under Seneca's Joint Use Agreement with the District; and

WHEREAS, the District will provide space to Bright Futures for the purposes of providing the services identified in the attached Exhibit "C" (the "Services"); and

WHEREAS, District intends to allow Bright Futures to use certain classroom, office, multipurpose, outdoor and parking space, as more fully described in Exhibit "B" ("Premises") on the Site and consistent with the Memorandum of Understanding attached hereto as Exhibit "A";

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, District and Bright Futures agree as follows:

AGREEMENT

1. Use of Property. District agrees to allow use of the Premises at the Site by Bright Futures to provide the Services and conduct Bright Futures' Programs (the "Programs"). Bright Futures shall have use of the Premises at all times to perform the Services and conduct the Programs.

2. Arrangements for Sharing Site with Seneca.

2.1. Shared Use Site. Bright Futures shall work with Seneca to determine the sharing arrangements for the indoor and outdoor space to be shared by Seneca and Bright Futures and as identified in the attached Exhibit "B" ("Shared Use Facilities"). Bright Futures' access to the Shared Use Facilities shall be according to the terms of the Memorandum of Understanding attached as Exhibit "A".

2.2. Coordination and Cooperation of Scheduling. Bright Futures shall cooperate and coordinate with Seneca regarding the scheduling of events and activities that each

intends to hold at the Site, Shared Use Facilities or Premises to avoid scheduling conflicts or having multiple events or activities occur at the same time.

3. Condition of Premises.

3.1. The Premises are leased to Bright Futures on an "AS IS" basis. District shall not be required to make or construct any alterations including structural changes, additions or improvements to the Premises. By entry and taking possession of the Premises pursuant to this Agreement, Bright Futures accepts the Premises in "AS IS" condition.

3.2. The District has not received any notices of any violation of statute, ordinance, regulation, order of holding from any state or federal agency with jurisdiction over the Premises. Bright Futures acknowledges that neither District nor District's agents have made any representation or warranty as to the suitability of the Premises to the conduct of the Programs. Any agreements, warranties or representations not expressly contained herein shall in no way bind either District or Bright Futures, and District and Bright Futures expressly waive all claims for damages by reason of any statement, representation, warranty, promise or agreement, if any, not contained in this Agreement.

4. Title to Site. The Parties acknowledge that title to the Site is held by District.

5. Term. The term of this Agreement shall be for two (2) years. The commencement date shall be February __, 2014, ("Commencement Date") and unless sooner terminated under any provision hereof, this Agreement shall end on February __, 2016("Term").

5.1. Renewal of Agreement. The Term may be automatically renewed for up to three (3) additional one (1) year terms effective February 1, upon the same terms and conditions described herein, except as expressly provided otherwise herein ("Extended Term"). After the third (3rd) automatic renewal, the Term may be renewed only by a separate writing executed by both Parties that complies with all of the following provisions:

5.1.1. It specifically authorizes further use by Bright Futures and specifies the terms of that use, and

5.1.2. It is approved by each Party's governing body prior to the end of the Extended Term.

5.2. On the last day of the Term or applicable Extended Term hereof, or on earlier termination of this Agreement, Bright Futures shall surrender the Premises to District and any then existing improvements in good order, condition and repair, reasonable wear and tear excepted, free and clear of all liens, claims and encumbrances. This Agreement shall operate as a conveyance and assignment to District of any improvements identified by District to remain on the Site. Bright Futures shall remove from the Premises all of Bright Futures' personal property, trade fixtures, and any improvements made by Bright Futures which Bright Futures and District agreed would be removed by Bright Futures. All property not so removed shall be deemed abandoned by Bright Futures. If the Premises are not so surrendered at the termination of this Agreement, Bright Futures shall indemnify District against loss or liability resulting from delay by Bright Futures in so surrendering the Premises

including, without limitation, any claims made by any tenant succeeding Bright Futures or losses to District due to lost opportunities.

6. Rent. For and in consideration of the use of the Premises for the Term of this Agreement, Bright Futures agrees to pay District the sum of \$1,491.56 per month ("Rent").

6.1. Rent shall be due on the first of each month until the expiration or termination of this Agreement, except as otherwise noted below. Bright Futures shall pay promptly to District, the monthly Rent on the first day of each month in advance during the term of the Agreement, without deduction, setoff, prior notice or demand except as otherwise noted below.

6.2. Rent for the Premises shall increase by three percent (3%) on the anniversary of the Commencement date of each subsequent year. The increase shall be based upon the preceding year's Rent.

6.3. Bright Futures acknowledges that late payment by Bright Futures to District of the Rent and other sums due hereunder will cause District to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if District does not receive any installment of Rent or any other sum due from Bright Futures by 4:00 p.m. within ten (10) days after Rent is due, Bright Futures shall pay to District, as additional rent, a late charge equal to five percent (5%) of the overdue amount or the maximum amount allowed by law, whichever is less. The Parties hereby agree that any late charge assessed to Bright Futures shall represent a fair and reasonable estimate of the costs District will incur by reason of late payment by Bright Futures. Acceptance of any late charge by District shall in no event constitute a waiver of Bright Futures' default with respect to any overdue amount, nor prevent District from exercising any of its other rights and remedies granted hereunder.

7. Utilities. Bright Futures shall pay utility costs pursuant to the terms of the Memorandum of Understanding attached hereto as Exhibit "A".

8. Landscaping. With the exception of the play fields located on the Site, Bright Futures shall maintain the landscaping and grass for the Site to the same standards District maintains other school sites and pursuant to the terms and conditions of the Memorandum of Understanding attached hereto as Exhibit "A".

9. Maintenance and Repairs.

9.1. Bright Futures shall maintain the Premises in a good order, condition and repair. Bright Futures shall keep the Premises in compliance with applicable local, state and federal requirements during the Term of this Agreement.

9.2. District shall have no maintenance or repair obligations with respect to the Premises except as expressly provided in this Agreement. Bright Futures hereby expressly waives the provisions of Subsection 1 of section 1932 and sections 1941 and 1942 of the Civil Code of California and all rights to make repairs at the expense of District as provided in section 1942 of said Civil Code.

10.Improvements.

- 10.1. Bright Futures may perform the improvements ("Improvements") set forth in Exhibit "D." The Improvements shall comply with all legal requirements relating to construction of the Improvements, including, without limitation, Title 24 of the California Code of Regulations, the Education Code (including the Field Act, Education Code §17280, et seq.), the Americans with Disabilities Act, the California Environmental Quality Act and regulations promulgated thereunder.
- 10.2. All contractors and subcontractors of Bright Futures, if any, shall be duly licensed in the State of California. Under all circumstances, Bright Futures must seek and receive approval from the Division of the State Architect for all of Bright Futures' Improvements.
- 10.3. Bright Futures shall at its own expense obtain all necessary environmental and governmental approvals and permits, including, without limitation, the California Environmental Quality Act ("CEQA"), any necessary approvals from any local authority including any site, grading, zoning, design review and other required permits or approvals, if applicable, prior to commencing construction and shall provide District with evidence of approval by all applicable governmental agencies.
- 10.4. Bright Futures shall be solely responsible for maintaining the Premises and Bright Futures' Improvements installed thereon during the Term, including any extensions, and for compliance with all applicable laws or ordinances, rules and regulations.
- 10.5. Bright Futures shall be solely responsible to make payment for any service or work performed in connection with the design and construction of the Improvements. Bright Futures shall administer and resolve any claims or disputes that may arise in connection with the design and construction of the Improvements.
- 10.6. Bright Futures and any person performing work for construction of the Improvements, shall exercise reasonable precautions to avoid damage and protect persons or property while on the Site and any adjacent staging area. District assumes no liability for loss or damage to property or injuries to or deaths of agents, contractors, or employees of the Bright Futures by reason of the exercise of privileges given in this section. Bright Futures shall indemnify and hold District harmless from any damage caused by the Bright Futures' activities authorized in this section. Bright Futures shall either reimburse the District for any damage or destruction to the District's Site, Premises, or other property, occurring by reason of the exercise of rights granted, or to replace or restore said property to its preexisting condition.
- 10.7. The Improvements shall be made by Bright Futures at its sole expense.
- 10.8. In the event that Bright Futures intends to replace the locks and/or rekey the Premises, Bright Futures shall first coordinate with the District so that District may approve and authorize lock style and key code authorizations.
- 10.9. In the event that Bright Futures intends to construct or cause to be constructed on the Premises any improvement not listed in Exhibit "D", or revises, increases or otherwise modifies the scope and nature of the improvements listed in Exhibit "D",

Bright Futures shall first obtain the District's written consent for any such improvements.

- 10.10. Bright Futures shall coordinate the work of the Improvements with the District and with Seneca. Bright Futures shall provide notice to District in writing of the status of the Improvement projects and notify the District when the Improvements are completed. District shall have the right to inspect and reject the Improvements.
- 10.11. The Parties agree that all of the improvements listed in Exhibit "D" shall remain on the Premises when Bright Futures surrenders the Premises to the District.

11. Title to and Removal of Bright Futures' Improvements / Facilities.

- 11.1. Title to removable furniture, equipment and/or other personal property placed by Bright Futures onto the Premises, but not affixed thereto, shall be held solely by Bright Futures. These items shall remain the personal property of Bright Futures and shall not be treated as real property or become a part of the Site unless District accepts or Bright Futures abandons any of this personal property at the end of the Term.
- 11.2. On or before the expiration of this Agreement, or within thirty (30) days after any earlier termination of this Agreement, Bright Futures shall remove Bright Futures' Improvements not listed in Exhibit "D", at its sole expense. Bright Futures shall repair any damage to the Site and/or the Premises, caused by removal of Bright Futures' Improvements and restore the Site and the Premises to good condition, less ordinary wear and tear. In the event that Bright Futures fails to timely remove Bright Futures' Improvements, District, upon fifteen (15) days written notice, may either (1) accept ownership of Bright Futures' Improvements with no cost to District, or (2) remove Bright Futures' Improvements at Bright Futures' sole cost. In the event that District chooses to accept ownership of Bright Futures' Improvements, Bright Futures shall execute any necessary documents to effectuate the change in ownership of Bright Futures' Improvements. In the event that District removes Bright Futures' Improvements, Bright Futures shall pay all invoices for the removal of Bright Futures' Improvements within thirty (30) days of receipt of such invoices.

12. Fingerprinting and Criminal Background Verification. Unless District determines that Bright Futures, its employees, agents, subcontractors, invitees, and/or volunteers will have limited and/or no contact with District students, Bright Futures shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in Education Code section 45125.1, which may be met under the fingerprinting provisions of Title 22 of the California Code of Regulations and applicable provisions of the California Health and Safety Code relevant to community care facility licensing (Health & Saf. Code, § 1500 et seq.). Bright Futures shall provide in writing verification of compliance with the aforementioned fingerprinting and criminal background investigation requirements to District prior to the commencement of the Programs on the Premises, and prior to permitting contact with any pupils.

13. Use of the Premises.

- 13.1. Bright Futures shall use the Premises solely for the purpose of conducting its Program and providing the Services. Bright Futures shall not use the Premises for any other purpose without the prior written consent of District. Bright Futures agrees to maintain the Premises and to conduct the Programs and provide the

Services in a manner that meets all federal, state and local regulations relating to the Premises and to the operation of the Programs, and to comply with all federal, state and local laws, regulations and ordinances, now or hereafter enacted concerning the Premises, the use of the Premises, and/or the Programs. The execution of this Agreement shall be subject to the Bright Futures obtaining any and all permits or approvals which may be required in order for Bright Futures to operate the Programs on the Premises. Bright Futures shall not use or permit the Premises to be used in whole or in part during the term of this Agreement for any purpose or use in violation of the laws or ordinances applicable thereto.

13.2. Bright Futures shall indemnify, defend, and hold District harmless against any loss, expense, damage, attorneys' fees or liability arising out of failure of Bright Futures to comply with any applicable law, regulation, rule or ordinance. Bright Futures shall not commit or suffer to be committed, any waste upon the Premises, or allow any sale by auction upon the Premises, or allow the Premises to be used for any unlawful purpose, or place any loads upon the floor, walls or ceiling which endanger the structure, or place any harmful liquids in the plumbing, sewer or storm water drainage system of the Premises. No waste materials or refuse shall be dumped upon or permitted to remain upon any part of the Premises except in trash containers designated for that purpose. Any uses which involve the serving and/or sale of alcoholic beverages and the conducting of games of chance are prohibited on the Premises. Bright Futures shall comply with District-wide policy prohibiting the use of tobacco products on the Premises at all times. Bright Futures shall not use or permit the use of the Premises or any part thereof for any purpose which is inimical to public morals and welfare or morally objectionable as unsuitable for a public educational facility. Bright Futures agrees to immediately respond to concerns expressed by neighbors or the District relating to the operation of the Premises.

13.3. If required, Bright Futures shall obtain a use permit from the City in which the Site is located for Bright Futures' use throughout the term of this Agreement. Bright Futures shall require all licensees, and invitees, to use the Premises only in conformance with the permitted use and with applicable governmental laws, regulations, rules and ordinances.

13.4. Bright Futures represents that it is qualified to provide the Services and administer and operate the Programs. Bright Futures shall be solely responsible for the administration and operation of the Programs, including the hiring of all employees. Bright Futures shall be responsible for verifying the qualifications, credentials, certificates, and licenses of its staff, agents, consultants and/or subcontractors who may provide services in conjunction with the Program and use of the Premises.

14. Inspection of Premises. Bright Futures shall permit District and/or District's agents to enter the Premises at any reasonable time for the purpose of inspecting the Premises and/or showing the Premises to prospective lessees, occupants, purchasers or mortgagees upon receipt of 24-hour advance written notice. The District and its agents will sign in at the front desk upon arrival at the Premises and allow a Bright Future's representative to accompany them at all times while on the Premises. District shall not be required to provide prior notice for entry onto the Site for emergencies and for purposes unrelated to Bright Futures and/or the Premises.

15. Termination.

15.1. Termination For Convenience

- 15.1.1. District may terminate this Agreement by written notification to Bright Futures one hundred twenty (120) days prior to the effective date of the termination.
- 15.1.2. Bright Futures may terminate this Agreement by written notification to District one hundred and twenty (120) days prior to the effective date of the termination.
- 15.1.3. Neither Party shall be required to provide just cause for termination in the written notification.

15.2. Termination for Cause. Either Party may terminate this Agreement for cause. The Party alleging the cause must first advise the other in writing as provided in the Section entitled "Notice" herein of the specific facts upon which the notifying Party claims to be the cause. Within thirty (30) days from receipt of such written notice ("Cure Period") the defaulting Party shall cure the default to the reasonable satisfaction of the notifying Party. In the event the breach or default is unable to be cured within the Cure Period, the breaching Party shall commence and have substantially progressed towards curing the default or breach. Cause shall include, without limitation:

- 15.2.1. Material violation of this Agreement by Bright Futures or District; or
- 15.2.2. Any act by Bright Futures exposing District to liability to others for personal injury or property damage; or
- 15.2.3. Bright Futures is adjudged bankrupt, Bright Futures makes a general assignment for the benefit of creditors or a receiver is appointed on account of Bright Futures' insolvency.

15.3. If District terminates this Agreement for cause, Bright Futures' rights in the Premises shall terminate upon Bright Futures' failure to cure the default within the Cure Period. Upon receipt of District's notice of termination, Bright Futures shall surrender and vacate the Premises in the condition required under this Agreement, and District may re-enter and take possession of the Premises and all the remaining improvements or property and eject Bright Futures or any of Bright Futures' assignees or other person or persons claiming any right under or through Bright Futures or eject some and not others or eject none. This Agreement may also be terminated by a judgment specifically providing for termination. Any termination under this Section shall not release Bright Futures from the payment of any sum then due District or from any claim for damages.

15.4. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District and/or Bright Futures.

15.5. Upon termination of this Agreement, Bright Futures shall be responsible to restore the Property to its condition prior to the commencement of this Agreement, except as otherwise provided herein, with no damage thereto, reasonable wear and tear excepted.

16. Indemnification. To the fullest extent permitted by California law, Bright Futures shall defend, indemnify, and hold harmless District, its agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all losses, liabilities, claims, suits, and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising out of, on account of, connected with, or resulting from, the operation, condition, use or occupancy of the Premises, all improvements thereon, and all areas appurtenant thereto; and in case any action or proceeding be brought against District, Bright Futures shall defend the same at Bright Futures' sole expense. This Agreement is made on the express condition that District shall not be liable for, or suffer loss by reason of, injury to person or property, from whatever cause in any way connected with the condition, use or occupancy of the Premises specifically including, without limitation, any liability for injury to the person or property of Bright Futures, its agents, officers, employees, licensees and invitees. Bright Futures shall keep the Site clear of all liens, encumbrances and/or clouds on District's title to any portion of the Site.

17. Insurance.

17.1. Insurance is to be placed with insurers with a current A.M. Best Insurance rating of no less than A-minus: VII and subject to the approval of District. Bright Futures shall furnish District with the original certificates and amendatory endorsements effecting coverage required.

17.2. Bright Futures acknowledges that the insurance to be maintained by District on the Premises will not insure any of Bright Futures' property or improvements made by Bright Futures.

17.3. Bright Futures shall, at Bright Futures' expense, obtain and keep in force during the term of this Agreement a policy of commercial general liability insurance and a comprehensive auto liability policy insuring District and Bright Futures against claims and liabilities arising out of the operation, condition, use, or occupancy of the Premises and all areas appurtenant thereto, including parking areas. Bright Futures' comprehensive auto liability policy shall insure all vehicle(s), whether hired, owned or non-owned. Bright Futures' commercial general insurance shall be at least as broad as the Insurance Service Office (ISO) CG 00-01 form and in an amount of not less than Two Million dollars (\$2,000,000) for bodily injury or death and property damage as a result of any one occurrence and a Two Million dollar (\$2,000,000) general aggregate policy limit. In addition, Bright Futures shall obtain a products/completed operations aggregate policy in the amount of Two Million dollars (\$2,000,000). The insurance carrier, deductibles and/or self insured retentions shall be approved by District, which approval shall not be unreasonably withheld.

17.4. Prior to the Commencement Date, Bright Futures shall deliver to District a certificate of insurance evidencing the existence of the policies required hereunder and copies of endorsements stating that such policies shall:

- 17.4.1. Not be canceled or altered without thirty (30) days prior written notice to District;
- 17.4.2. State the coverage is primary and any coverage by District is in excess thereto;
- 17.4.3. Contain a cross liability endorsement; and
- 17.4.4. Include a separate endorsement naming District as an additional insured.

At least thirty (30) days prior to the expiration of each certificate, and every subsequent certificate, Bright Futures shall deliver to District a new certificate of insurance consistent with all of the terms and conditions required in connection with the original certificate of insurance as described above.

17.5. During the term of this Agreement, District shall maintain at its cost a policy of standard fire and casualty insurance limited to the value of the buildings and improvements located on the Site as of the Commencement Date. In the event of loss or damage to the Site, the buildings, the Premises or any contents, each of the Parties hereto, and all persons claiming under each of the Parties, shall look first to any insurance in its favor before making any claim against the other Party, and to the extent possible without adding additional costs, each Party shall obtain for each policy of insurance provisions permitting waiver of any claim against the other Party for loss or damage within the scope of the insurance and each Party, to the extent permitted, for itself and its insurers, waives all such insurance claims against the other Party.

17.6. During the term of this Agreement, Bright Futures shall comply with all provisions of law applicable to Bright Futures with respect to obtaining and maintaining workers' compensation insurance. Prior to the commencement and any renewal of this Agreement and Bright Futures's occupancy of the Premises, Bright Futures shall provide District, as evidence of this required coverage, a certificate in a form satisfactory to District on or before the commencement or renewal date, providing that insurance coverage shall not be canceled or reduced without thirty (30) days prior written notice to District.

18.Signs. Bright Futures shall at Bright Futures' sole cost and expense have the right and entitlement to place Bright Futures' signs on the Premises, and otherwise to advertise its Services, provided Bright Futures obtains the approval and consent of District. The approval and consent shall not be unreasonably withheld. Any signs placed on the Premises shall comply with any local ordinances pertaining thereto. In connection with the placement of such signs, District agrees to cooperate with Bright Futures in obtaining any governmental permits which may be necessary. Throughout the Term of this Agreement Bright Futures shall, at its sole cost and expense, maintain the signage and all appurtenances in good condition and repair. At the termination of this Agreement, Bright Futures shall remove any signs which it has placed on the Site, and shall repair any damage caused by the installation or removal of those signs.

19.Surrender of Agreement Not Merger. The voluntary or other surrender of this Agreement by Bright Futures, or a mutual cancellation thereof, shall not work a merger and shall, at the option of District, terminate all or any existing subleases or subtenancies, or operate as an assignment to District of any or all subleases or subtenancies.

20.Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid,

return receipt required, or sent by overnight delivery service or facsimile transmission, addressed as follows:

DISTRICT

Attn: Superintendent
West Contra Costa Unified School
District
1108 Bissell Avenue
Richmond, CA 94804
Telephone: (510) 231-1103
Facsimile: (510) 236-6784

BRIGHT FUTURES

Attn: Ivy Winston
Bright Futures Growth & Development
Center
60 Overlook Lane
Richmond, CA 94803
Telephone: (510) 758-4898
Facsimile: (510) 758-4898

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by certified or registered mail shall be effective three (3) days after deposit in the United States mail.

21.Subcontract, Assignment and Sublease. Neither Party shall assign its rights, duties or privileges under this Agreement, nor shall either Party attempt to confer any of its rights, duties or privileges under this Agreement on any third party, without the written consent of the other Party. Bright Futures shall not lease any portion of the Premises without the prior written consent of the District.

22.Joint and Several Liability. If Bright Futures is more than one person or entity, each such person or entity shall be jointly and severally liable for the obligations of Bright Futures hereunder.

23.Independent Contractor Status. This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

24.Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

25.California Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located.

26.Compliance with All Laws.

26.1. Bright Futures shall at Bright Futures' expense comply with all requirements of all governmental authorities, in force either now or in the future, affecting the Premises, and shall faithfully observe in Bright Futures' use of the Premises all laws, regulations and ordinances of these authorities, in force either now or in the future including, without limitation, all applicable federal, state and local laws, regulations, and ordinances pertaining to air and water quality, hazardous material, waste disposal, air emission and other environmental matters (including the California Environmental Quality Act ("CEQA") and its implementing regulations in its use of the Premises), and all District policies, rules and regulations.

26.2. The judgment of a court of competent jurisdiction, or Bright Futures' admission in an action or a proceeding against Bright Futures, whether District be a party to it or not, that Bright Futures has violated any law or regulation or ordinance in Bright Futures' use of the Premises shall be considered conclusive evidence of that fact as between District and Bright Futures. If Bright Futures fails to comply with any such law, regulation or ordinance, District reserves the right to take necessary remedial measures at Bright Futures' expense, for which Bright Futures agrees to reimburse District on demand.

26.3. Bright Futures shall not cause or permit any Hazardous Material to be generated, brought onto, used, stored, or disposed of in or about the Premises and any improvements by Bright Futures or its agents, employees, contractors, tenants, or invitees, except for limited quantities of standard office, classroom and janitorial supplies (which shall be used and stored in strict compliance with Environmental Laws). Bright Futures shall comply with all Environmental Laws. As used herein, the term "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California or the United States Government. The term "Hazardous Materials" includes, without limitation, petroleum products, asbestos, PCB's, and any material or substance which is (i) defined as hazardous or extremely hazardous pursuant to Title 22 of the California Code of Regulations, Division 4.5, Chapter 11, Article 4, section 66261.30 et seq. (ii) defined as a "hazardous waste" pursuant to section (14) of the federal Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. (42 U.S.C. 6903), or (iii) defined as a "hazardous substance" pursuant to section 10 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. (42 U.S.C. 9601). As used herein, the term "Hazardous Materials Law" shall mean any statute, law, ordinance, or regulation of any governmental body or agency (including the U.S. Environmental Protection Agency, the California Regional Water Quality Control Board, and the California Department of Health Services) which regulates the use, storage, release or disposal of any Hazardous Material.

27. Attorneys' Fees. If either Party files any action or brings any proceedings against the other arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the Party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a Party is entitled to its costs or attorneys' fees.

28. Waiver. The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

29. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

30. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

31. Captions. The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the Parties hereto.

32. Severability. Should any provision of this Agreement be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 2014 Dated: _____, 2014

West Contra Costa Unified School District Bright Futures

By: _____ By: _____

Print Name: _____ Print Name: _____

Print Title: _____ Print Title: _____

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

EXHIBIT B

DESCRIPTION OF PREMISES

Classroom Space: _____ **Classrooms** _____ **Square Feet**

Office Space:

Multipurpose Room:

Outdoor Space:

Bathrooms:

Parking Spaces:

EXHIBIT C
BRIGHT FUTURES' PROGRAM DESCRIPTION

- Early Childhood Development/ After School Program

**EXHIBIT D
BRIGHT FUTURES' IMPROVEMENTS**

RECEIVING AREA

- Paint Walls
- Floor tiles Replace
- Repair light fixes

BATHROOMS (4)

- Replace flushers
- Paint Walls
- Replace toilets
- Replace urinals
- Floor tiles replace

HALLWAYS

- Floor tiles replace
- Door handles
- Replace doors (4)
- Paint walls

CLASSROOMS (9)

- Paint walls
- Replace window covering
- Replace floor tiles
- Repair light fixtures
- Paint cabinets
- Replace counter tops
- Repair windows
- Replace door hardware

DANCE STUDIO

- Install hardwood floor
- Install mirrors
- Install dance beams

MUSIC ROOM

- Install acoustic ceiling

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:** February 12, 2014
From: Bill Fay **Agenda Item:** CI C.10
Associate Superintendent for Operations
Subject: Ratification of Staff Awarded Contract: Vista AHS Parking Improvements

Background information:

William Clark Engineers has prepared plans and specifications for the project. Scope of work includes grading, paving, curb work, tree removal, slurry sealing and striping and associated work for existing drop-off area and new parking lot.

The District conducted a public bid process for the project. Bids were received on January 16, 2014. Seven contractors submitted bids. They are as follows: J.A. Gonsalves & Son Construction, Inc. \$246,000; Maggiora & Ghilotti \$317,317; Bay Cities Paving & Grading, Inc. \$328,600; Water Rock Construction \$359,536; American Asphalt \$362,495; W.R. Forde Associates, Inc. \$374,000; Alaniz Construction, Inc. \$397,371. The lowest bidder withdrew their bid due to a clerical error. The lowest responsible, responsive bidder is Maggiora & Ghilotti, Inc.

Recommendation:

Ratify the award to Maggiora & Ghilotti, Inc.

Fiscal Impact: \$317,317. Project will be funded from Fund 40.

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: February 12, 2014

From: Bruce Harter, Superintendent

Agenda Item: CI C.11

Subject: Resolution No. 59-1314: Read Across America - March 2, 2014

Background Information: The West Contra Costa Unified School District and the Board of Education join with the United Teachers of Richmond in calling on the citizens of West Contra Costa to assure that every child is in a safe place reading with a caring adult on March 2, 2014.

Recommendation: Recommend Approval

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 59-1314

**READ ACROSS AMERICA
MARCH 2, 2014**

WHEREAS, the citizens of West Contra Costa County stand firmly committed to promoting reading as the catalyst for our students' future academic success, their preparation for America's jobs of the future, and their ability to compete in a global economy; and

WHEREAS, the employees of West Contra Costa Unified School District strive to provide significant leadership in the area of community involvement in the education of our youth, grounded in the principle that educational investment is key to the community's well-being and long-term quality of life; and

WHEREAS, the West Contra Costa Unified School District has determined that the creativity and flexibility of its classroom teachers is a vital element in the ability of the District to foster a life-long love of reading among its students; and

WHEREAS, the teaching profession as represented by the National Education Association, the California Teachers Association, and the United Teachers of Richmond annually celebrate reading by sponsoring *Read Across America*; and

WHEREAS, *Read Across America*, a national celebration of Dr. Seuss' birthday on March 2, 2014 promotes reading and adult involvement in the education of our community's students.

NOW, THEREFORE BE IT RESOLVED, that the Governing Board of the West Contra Costa Unified School District joins with the United Teachers of Richmond, CTA/NEA in calling on the citizens of West Contra Costa to assure that every child is in a safe place reading with a caring adult on March 2, 2014; and

BE IT FURTHER RESOLVED, that this body enthusiastically endorses *Read Across America* and the District-wide reading challenge that is integral to this year's celebration, and recommits our community to engage in programs and activities to make America's children the best readers in the world.

IN WITNESS THERETO, we, the West Contra Costa Unified School District Board of Education, do hereby adopt this resolution this twelfth day of February 2014 by the following vote:

AYES _____

NOES _____

ABSENT _____

ABSTAIN _____

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Governing Board of the West Contra Costa Unified School District at a public meeting of said Board held on February 12, 2014.

Bruce Harter
Secretary, Board of Education

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

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education

Meeting Date: February 12, 2014

From: Steve Collins
SELPA Director

Agenda Item: CI C.12

Subject: Resolution No.55-1314: Disabilities Awareness Month – March 2014

Background Information: This resolution proclaims the month of March 2014 as Disabilities Awareness Month and encourages all schools and educational communities to commemorate this occasion with meaningful student activities and programs that promote and demonstrate learning about and understanding individuals with disabilities.

Recommendation: Board Approval

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

West Contra Costa Unified School District
RESOLUTION No. 55-1314

**PROCLAMATION
DISABILITY AWARENESS MONTH
MARCH 2014**

- Whereas,** Individuals with disabilities are a significant and vital group within our society; and
- Whereas,** Students with disabilities are represented in all grades and programs of the West Contra Costa Unified School District from infants through post High School; and
- Whereas,** The diversity of this group includes the physically disabled, hearing impaired, visually impaired, learning disabled, developmentally delayed, emotionally disturbed, and multiple disabilities; and
- Whereas,** Despite the hardships, barriers and challenges they encounter, individuals with disabilities have made substantial historical, cultural, social, economic and other contributions that enrich our society; and
- Whereas,** West Contra Costa School District embraces individuals with disabilities as a part of its ongoing commitment to appreciating and valuing the diversity of our population; and
- Whereas,** There will be a positive effect in society as our students gain a greater understanding and appreciation for those citizens who have disabilities; and
- Whereas,** All of our students should be educated in the least restrictive environment and fully included to the greatest degree appropriate both in education and the greater society.

Therefore Be It Resolved, on February 12, 2014 that the West Contra Costa Unified School District Board of Education proclaims the month of March 2014 as **Disability Awareness Month** and encourages all of its schools to commemorate this occasion with appropriate instructional activities, and be it further;

Resolved, That the Board of Education directs that suitable prepared copies of this resolution be distributed to all schools and offices in West Contra Costa Unified School District.

AYES _____ NOES _____ ABSENT _____ ABSTAIN _____

I HEREBY CERTIFY that the foregoing resolution is a full, true and correct copy of a resolution passed at a meeting of the Board of Education of the West Contra Costa Unified School District held on February 12, 2014.

Bruce Harter, Ph.D.
Secretary, Board of Education

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

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education **Meeting Date:** February 12, 2014
From: Kenneth L. Whittemore  **Agenda Item:** CI C.13
Assistant Superintendent Human Resources
Subject: Resolution No. 57-1314 "Week of the School Administrator" March 2-8, 2014

Background Information:

Administrators of California's public school are commended for their support of, and contribution to, quality education in the state.

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
Resolution No. 57-2013-2014**

**Week of the School Administrator
March 2-8, 2014**

WHEREAS, Leadership Matters for California’s public education system and the more than 6 million students it serves; and

WHEREAS, school administrators are passionate, lifelong learners who believe in the value of quality public education; and

WHEREAS, the title “school administrator” is a broad term used to define many education leadership posts. Superintendents, assistant superintendents, principals, assistant principals, special education and adult education leaders, curriculum and assessment leaders, school business officials, classified educational leaders, and other school district employees are considered administrators; and

WHEREAS, providing quality service for student success is paramount for the profession; and

WHEREAS, most school administrators began their careers as teachers. The average administrator has served in public education for more than a decade. Most of California’s superintendents have served in education for more than 20 years. Such experience is beneficial in their work to effectively and efficiently lead public education and improve student achievement; and

WHEREAS, public schools operate with lean management systems. Across the nation, public schools employ fewer managers and supervisors than most public and private sector industries, including transportation, food service, manufacturing, utilities, construction, publishing and public administration; and

WHEREAS, school leaders depend on a network of support from school communities – fellow administrators, teachers, parents, students, businesses, community members, board trustees, colleges and universities, community and faith-based organizations, elected officials and district and county staff and resources – to promote ongoing student achievement and school success; and

WHEREAS, research shows great schools are led by great principals, and great districts are lead by great superintendents. These site leaders are supported by extensive administrative networks throughout the state; and

WHEREAS, the State of California has declared the first full week of March as the “Week of the School Administrator” in Education Code 44015.1; and

WHEREAS, the future of California’s public education system depends upon the quality of its leadership;

NOW THEREFORE, BE IT RESOLVED, by the governing board of the West Contra Costa Unified School District that all school leaders in the West Contra Costa Unified School District be commended for the contributions they make to successful student achievement; and be it further

PASSED AND ADOPTED, by the Board of Education of the West Contra Costa Unified School District on the 12th day of February 2014 by the following vote:

AYES _____ NOES _____ ABSENT _____ ABSTAIN _____

I HEREBY CERTIFY that the foregoing resolution was duly introduced, passed, and adopted by the Board of Education at a meeting held on February 12, 2014.

Charles Ramsey, President
Board of Education

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

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education **Meeting Date:** February 12, 2014
From: Nia Rashidchi, Assistant Superintendent **Agenda Item:** D.1
Educational Services
Subject: African-American History Month School Presentations and Celebrations

Background Information:

The State Board of Education has proclaimed February 2014 as African-American History Month.

The West Contra Costa Unified School District recognizes the contributions of African Americans and encourages schools to develop special instructional activities and celebrations.

Tonight, several WCCUSD schools will perform songs, speeches, and dances to celebrate African-American history, traditions, culture, contributions, and successes.

We will also honor community members who have made significant efforts to support the students and staff of West Contra Costa Unified School District.

Recommendation: Enjoy the student presentations and celebration.

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION		
Motion by: _____	Seconded by: _____	
Approved _____	Not Approved _____	Tabled _____

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

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education **Meeting Date:** February 12, 2014
From: Wendell Greer **Agenda Item:** D.2
Associate Superintendent, K – Adult Operations
Subject: Plans to add a JROTC Program at DeAnza High School

Background Information:

The Junior Reserve Officers' Training Corps (JROTC) is a Federal program sponsored by the United States Armed Forces in high schools across the United States. The purpose of Junior ROTC is to instill in students in secondary educational institutions the values of citizenship, service to the United States, personal responsibility and a sense of accomplishment. Additional objectives are established by the service departments include:

- Developing citizenship and self-reliance.
- Improving the ability to communicate well both orally and in writing.
- Developing an appreciation of the importance of physical fitness.
- Developing knowledge of team building skills.

DeAnza High School has begun the application process to bring an Air Force JROTC to that the school as a way to engage more students and improve learning. The presentation tonight will include the rationale for the program at DeAnza, an estimate of the number of students to be served and a timeline for initiation.

Recommendation: For information only.

Fiscal Impact: None at this time.

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 the Superintendent

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education **Meeting Date:** February 12, 2014
From: Mary Phillips **Agenda Item:** D.3
Chief Technology Officer
Subject: Technology E-Rate Report

Background Information:

The universal service Schools and Libraries Program, commonly known as "E-rate," provides discounts of up to 90 percent to help eligible schools and libraries in the United States obtain affordable telecommunications and internet access. The program is intended to ensure that schools and libraries have access to affordable telecommunications and information services.

Program participants may request funding in five categories of service: Telecommunications, Telecommunications Services, Internet Access, Internal Connections, and Basic Maintenance of Internal Connections. Discounts for support depend on the level of poverty and the urban/rural status of the population served and range from 20 percent to 90 percent of the costs of eligible services.

Staff will give an overview of the District's E-Rate program, and an update of our current District E-Rate projects.

Recommendation: For Information Only

Fiscal Impact: The District is subsidized, through the E-rate program, approximately 79% of the cost of all eligible telecommunication services to include phones, internet and connectivity between sites. Last year, we requested \$11,577,122.92 for telecommunications and internet access. Of this, E-rate would pay \$9,351,482.47 and the district would be responsible for \$2,225,640.45.

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:** February 12, 2014
From: Kenneth L. Whittemore *KLW* **Agenda Item:** F.1
Assistant Superintendent Human Resources
Subject: Public Hearing and Adoption of Bargaining Proposal from Public Employees Union, Local One to the West Contra Costa Unified School District

Background Information:

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

Recommendation: That the Board of Education hold a public hearing on the Public Employees, Local One bargaining reopener proposal to the District in accordance with the 2012-2015 bargaining agreement.

Board Adoption of Bargaining Reopener Proposal

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

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

Fiscal Impact: To be determined

DISPOSITION BY BOARD OF EDUCATION	
Motion by: _____	Seconded by: _____
Approved _____	Not Approved _____ Tabled _____



Public Employees Union, Local One

THE UNION FOR PUBLIC EMPLOYEES
ORGANIZED 1941

Mailing Address: 4197 Lakeside Drive, Suite 170 Richmond, CA 94806
Phone: (510) 222-5012 ♦ Fax: (510) 222-8858
www.peul.org ♦ info@peul.org

Date: January 7, 2014
To: West Contra Costa Unified School District Board of Education
From: Public Employees Union, Local One
RE: Public notice of Local One Proposals for the Reopener Agreement between Local One and WCCUSD Expiring on December 31, 2016
Noticed: WCCUSD Board of Education Meeting January 29, 2014

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

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

Article 12: Transfer

Expand and improve language.

Article 15: Benefits

Expand and improve health benefits.

Article 16: Compensation

Expand and Improve wage agreement.

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: February 12, 2014

From: Sheri Gamba, Associate Superintendent Business Services
Ken Whittemore, Assistant Superintendent Human Resources

Agenda Item: F.2

Subject: Approval of Agreement with School Supervisors Association (SSA)/ AB1200 Public Disclosure of Collective Bargaining Agreement with the SSA

Background Information: District and SSA have reached tentative agreement through collective bargaining for the 2014-2015 school year. A copy of the Tentative Agreement will be provided at the Board meeting. Once SSA has ratified the Agreement, it will be presented to the Board of Education for ratification.

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

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

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

Recommendation: Recommend that the Board of Education ratify the Tentative Agreement between the West Contra Costa Unified School District and the SSA

Fiscal Impact: 2014-15 \$295,842

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

SUMMARY OF TENTATIVE AGREEMENT

With the School Supervision Association (SSA) Bargaining Unit

Of the West Contra Costa Unified School District

To be acted upon by the Governing Board at its meeting on February 12, 2014

GENERAL:

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

Certificated: Settled

Classified: Settled

The proposed agreement covers the following period: This agreement covers the reopeners for the 2014-15 School Year. Full Contract expires June 30, 2015.

COMPENSATION:

Proposed percentage increase in proposed agreement: 3 % effective July 1, 2014

Current year total cost increase for: -0-

Salaries and Statutory Benefits -0-

Health & Welfare: -0-

OTHER PROVISIONS

**Other Compensation: (off schedule stipends, bonuses, etc.)
None**

TOTAL COST OF SETTLEMENT – 2014-15: \$295,842

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

SOURCE FUNDING:

General fund balance and other funds.

FISCAL IMPACT IN CURRENT YEAR:

These costs are included in the source funding information provided above.

Unrestricted General Fund Balance: \$0

Restricted General Fund and Other Funds: \$0

FISCAL IMPACT IN FUTURE YEARS:

\$295,842 per year for 2014-15

Unrestricted General Fund: \$171,588

Restricted General Fund and Other Funds: \$124,254

Summary of Tentative Agreement:

Effective July 1, 2014 3 % will be added to the SSA Salary Schedules.

SSA unit members who have chosen to enroll in the health benefits program of the district on or after January 1, 2015 will receive an additional contribution toward their benefits by the District which will be calculated in an 80/20 split based upon the Kaiser rates. The District contribution will be set at the newly calculated, ongoing, subject to future negotiations.

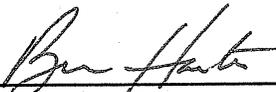
CERTIFICATION

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

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

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

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



District Superintendent

2-5-14

Date



Chief Business Official

2/4/14

Date

After public disclosure of the major provisions contained in this Summary, the Governing Board, at its meeting on February 12, 2014 took action to approve the proposed agreement.

President, Governing Board

Date

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

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education **Meeting Date:** February 12, 2014
From: Nia Rashidchi **Agenda Item:** F.3
Assistant Superintendent, Educational Services
Subject: Helm's Quality Education Investment Act (QEIA) Public Hearing and Waiver Request

Background Information:

The Quality Education Investment Act of 2006 (QEIA) was enacted as a result of the *CTA, at al. v. Schwarznegger, at al.* settlement. This settlement distributes the Proposition 98 funding of 2004-2006 in a targeted effort to increase the performance of schools with a 2005 Academic Performance Index (API) falling in the first and second deciles. These appropriations began in fiscal year 2007-08 and current information from the California Department of Education indicates that funding will continue through 2014-15 for schools that continue to meet all required targets.

One of the requirements of the grant is that all teachers are Highly Qualified (HQT). In 2012-13 one Special Education teacher at Helms was assigned to one class without the appropriate credential. As a result the California Department of Education determined that Helms was 97% HQT for that year and did not meet the requirement of 100%.

Failure to meet any target during the grant results in termination from the QEIA program and consequential loss of funding. The impact of losing funding is \$914,300 for Helms Middle School for the 2014-15 school year.

Upon approval by the WCCUSD Board of Education, a request will be submitted to the California State Board of Education asking for a waiver of the HQT requirement for Helms for 2012-2013. In the past few years waivers similar to this request have been approved by the State Board of Education.

Recommendation: Public Hearing and Recommend Approval

Fiscal Impact: Potential loss of \$ 914,300.00 for the 2014-15 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:** February 12, 2014
From: Bill Fay **Agenda Item:** G.1
Associate Superintendent for Operations
Subject: Project Status Report

Background Information:

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

- Engineering Officer's Report
- Construction Status Reports

Recommendation:

For information only

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

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

PROJECT STATUS REPORT

Coronado Elementary School - Reconstruction

Period Ending: 1/29/2014

Scope: Reconstruction Project

Construction Status:

Architect: WLC Architects
 Project Manager: Cary Talbott, SGI Construction Management
 Project Engineer: Marcus Blackmon, Amanco, Inc.
 Contractor: Lathrop Construction Associates
 Inspector: Kris Gilbert
 WCCUSD Mgr: Andrew Mixer

Contract Status:

Notice to Proceed:	1/6/2014	Original	Approved	Projected
Construction Schedule (days):	510			
Original Completion Date:	5/31/2015			
Projected Completion:	5/31/2015			

Buildings:

Building A	Administration
Building C	Classrooms
Building K	Classrooms
Building M	Multi-Purpose Room

Progress This Period:

- Building A - (Administration) Demo Hardscape, Clear & Grub, Rough Grading and Lime Treat Soil.
- Building C - (Classrooms) Demo Hardscape, Clear & Grub, Rough Grading and Lime Treat Soil.
- Building K - (Classrooms) Demo Hardscape, Clear & Grub and Rough Grading .
- Building M - (Multi-Purpose Room) Demo Hardscape, Clear & Grub, Rough Grading and Lime Treat Soil.

Anticipated Progress Next Period:

- Building A - (Administration) Grade Building Pad A, Excavate Footings and Rat slab at Footings.
- Building C - (Classrooms) Grade Building Pad C, Excavate Footings and Rat slab at Footings.
- Building K - (Classrooms) Grade Building Pad K.
- Building M (Multi-Purpose Room) Grade Building Pad M, Excavate Footings and Rat slab at Footings.

Schedule Assessment/Update:

Construction Duration (Calendar Days):	510
Construction Calendar Days Elapsed:	21
Construction Calendar Days Remaining:	489
Percent of Construction Completed:	2%

Percentage of Work Done	2%	Total Project
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Proposed Changes:

General Comment:

Project is SWPPP Compliant. Project is on schedule.

Progress Photos: 1/29/2014



Rough Grading



Rough Grading



Lime Treatment

PROJECT STATUS REPORT

Gompers and LPS Richmond Schools - New Construction

Period Ending: 1/29/2014

Scope: New Construction

Construction Status:

Architect: HMC Architects
 Project Manager: Gregory Smith, SGI Construction Management
 Project Engineer: Gaile Suarez, SGI Construction Management
 Contractor: Lathrop Construction Associates, Inc.
 Inspector: Roy Moreno, ABC Inspections, Inc.
 WCCUSD Mgr: Andrew Mixer

Contract Status:

Notice to Proceed:	08/20/2012	Original	Approved	Projected
Construction Schedule (days):	1,090			
Original Completion Date:	08/15/2015			
Projected Completion:	08/15/2015			

Buildings:

Building A	Leadership Public Schools
Building B	Shared Gymnasium
Building C	Gompers High School

Progress This Period:

- Building A - Exterior wall mock up, exterior wall construction, interior wall framing continues, rough mechanical, electrical, plumbing continues, roofing continues, and exterior staircase.
- Building B - Exterior wall framing, rough mechanical, electrical and plumbing.
- Building C - Exterior wall construction, interior metal stud framing, rough mechanical, electrical, plumbing and rough carpentry on roof.

Anticipated Progress Next Period:

- Building A - Exterior wall windows, overhead mechanical, interior metal stud framing, conduit rough in walls, roofing, exterior staircase. Plaster mock up.
- Building B - Metal stud framing, exterior walls, rough mechanical, electrical, and plumbing.
- Building C - Overhead mechanical, electrical, plumbing, exterior walls and roofing.

Schedule Assessment/Update:

Construction Duration (Calendar Days):	1,090
Construction Calendar Days Elapsed:	527
Construction Calendar Days Remaining:	563
Percent of Construction Completed	48%

Percentage of Work Done	48%	Total Project
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Proposed Changes:

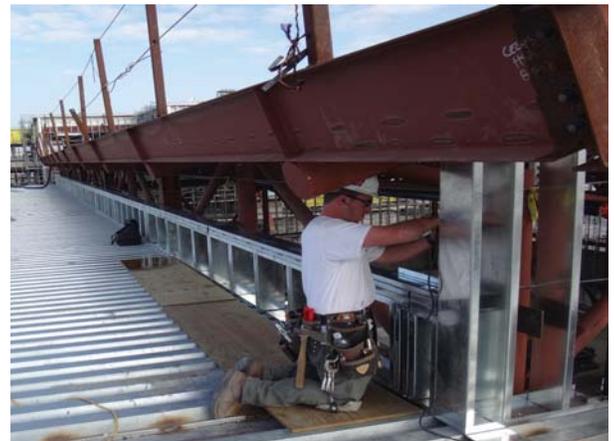
General Comment:

Project is on schedule.

Progress Photos: 1/29/2014



Building A - Exterior wall mock up



Building B - Metal stud framing



Building C - Exterior insulation

PROJECT STATUS REPORT

Helms Middle School - Sports Field and Landscaping

Period Ending: 1/29/2014

Scope: Sports Field and Landscaping Project

Construction Status:

Architect: Baker Vilar Architects
 Project Manager: Hector DeLeon, SGI Construction Management
 Project Engineer: Maria Zupo, SGI Construction Management
 Contractor: Robert A. Bothman, Inc.
 Inspector: Brad Williamson, WCCUSD
 WCCUSD Mgr: Eduardo Donoso

Contract Status:

Notice to Proceed:	1/7/2013		
	Original	Approved	Projected
Construction Schedule (days):	395	74	469
Original Completion Date:	02/06/2014		
Projected Completion:	4/21/2014		

Buildings:

Building 1	Boys & Girls Restrooms
Building 2	Storage Building
Building 2	Community Center Pad Prep.

Progress This Period:

- Paving the remainder of the site and the parking lot of the Community Center is completed.
- Striping of the basketball courts, the parking stalls in front of the community center, the parking stalls on the far side of the football field have been completed.
- The concrete flatwork in front of the community center is completed.
- The flooring in the restrooms has been completed.
- The ornamental fencing is anticipated to be completed within the week.
- Gutters on both the Restroom building and the Storage building have been installed.
- The lathe for both the restroom building and the storage building has been installed and awaiting the scratch coat to be applied.
- The trees in front of the community center have been set.
- Roof paper has been installed on the Storage building.

Anticipated Progress Next Period:

- Windows and doors still to be installed and finished on 2/12/14.
- The stucco for both the restroom building and the storage building is anticipated to begin the week of 2/3/14.
- Tile roofing for both buildings is to begin on 2/7/14.
- Installation of the RWL is to begin on 2/11/14.
- Electrical work to finish on 2/26/14.
- Plumbing fixture installation to begin on 2/27/14.

Schedule Assessment/Update:

Construction Duration (Calendar Days):	469
Construction Calendar Days Elapsed:	386
Construction Calendar Days Remaining:	83
Percent of Construction Completed:	90%

Percentage of Work Done **90%** **Total Project**

Proposed Changes:

A request for possibly installing netting about 30'0" high along the length of the ornamental fencing for the purpose of catching balls that might be kicked onto Road 20.

General Comment:

Project is on schedule.

Progress Photos: 1/29/2014



Storage Building



Restroom Building



Striping at Basketball Courts

PROJECT STATUS REPORT

Kennedy High School - Science Wing Renovation

Period Ending: 1/29/2014

Scope: Science Wing Renovation

Construction Status:

Architect: Powell & Partners
 Project Manager: Herman Blackmon Jr., Amanco, Inc.
 Project Engineer:
 Contractor: BHM Construction
 Inspector: Brad Williamson
 WCCUSD Mgr: Andrew Mixer

Contract Status:

Notice to Proceed:	9/16/2013		
		Original	Approved
Construction Schedule (days):	365		
Original Completion Date:	9/16/2014		
Projected Completion:	9/16/2014		

Buildings:

Building 400 Kennedy High School

Progress This Period:

- Completed Parapro Resin Coating on Roof
- Mounted HVAC Units
- Completed Rough Carpentry
- Completed Installation of Site Utilities
- Building Insulation - 90%
- Drywall - 70%
- Plumbing - 55%
- Electrical and Technology - 35%

Anticipated Progress Next Period:

- Complete Rough Carpentry
- Complete Building Insulation
- Complete Drywall
- Complete Lath and Plaster
- Install Doors and Hardware
- Install Skylights
- Begin Roof Flashing

Schedule Assessment/Update:

Construction Duration (Calendar Days):	365
Construction Calendar Days Elapsed:	135
Construction Calendar Days Remaining:	230
Percent of Construction Completed:	48%

Percentage of Work Done **48%** **Total Project**

Proposed Changes:

- Add 14 WAP's to Classrooms
- Add InFocus Projector

General Comment:

Project is on schedule.

Progress Photos: 1/29/2014



Parapro Roof Application



Room 407 - Drywall and Taping



Room 406 -Skylight Well Framing

PROJECT STATUS REPORT

Ohlone Elementary School - West Campus

Period Ending: 1/29/2014

Scope: Ground up Construction of 2 buildings, landscaping and play grounds. Phase I & II.

Construction Status:

Architect: Powell & Partners
 Project Manager: Sonya Perkins, SGI Construction Management
 Project Engineer: Paul Orr, SGI Construction Management
 Contractor: Zovich & Sons Construction Company
 Inspector: Mark Eriksen
 WCCUSD Mgr: Ferdinand Fergeire

Contract Status:

Notice to Proceed:	08/01/2011		
	Original	Approved	Projected
Construction Schedule (days):	720		1,151
Original Completion Date:	7/21/2013		
Projected Completion:	6/30/2014		

Buildings:

Bldg. A New Construction- 2 Story Bldg. / Admin & Classrooms
 Bldg. B Classrooms & Restrooms

Progress This Period:

- Building A:
- Acoustical panels & trim installation, electrical fixtures & trim, plumbing trims, mechanical controls, interior sealant, install casework, chair rail, play structure & play matta installed, landscaping continues, marquee footing & PG&E vault retaining wall, ornamental fence, & trash receptacles.
- Building B:
- Install light fixtures & trim, technology trim, acoustical panel & trim installation, install tops, chair rail and window sill trims in classrooms & corridor, plumbing trims, HVAC pre-functional & start-up, tack board frames, mecho shades, and install door mats at exterior doors.

Anticipated Progress Next Period:

- Buildings A & B:
- Interior finishes (flooring, wall panels, plumbing fixtures, projectors, card readers, & cameras) commissioning/power/HVAC start up. mecho shades, fog & striping, install ornamental & chain link gates.

Schedule Assessment/Update:

Construction Duration (Calendar Days):	720
Construction Calendar Days Elapsed:	618
Construction Calendar Days Remaining:	102
Percent of Construction Completed:	80%

Percentage of Work Done **80%** **Total Project**

Proposed Changes:

General Comment:

Project is behind schedule

Progress Photos: 1/29/2014



Play matta & structure



Landscaping on North side of Site



Learning Wall with Marker Boards

PROJECT STATUS REPORT

Pinole Valley High School - Detention Basin

Period Ending: 1/29/2014

Scope: Detention Basin

Construction Status:

Architect: WLC Architects
 Project Manager: Rod Sias, SGI Construction Management
 Project Engineer: Supriya Shrestha, SGI Construction Management
 Contractor: Bay Cities Paving & Grading
 Inspector: Mark Eriksen
 WCCUSD Mgr: Eduardo Donoso

Contract Status:

Notice to Proceed:	11/12/2013	Original	Approved	Projected
Construction Schedule (days):	130			
Original Completion Date:	3/22/2014			
Projected Completion:	3/22/2014			

Buildings:

Phase 1 Detention Basin

Progress This Period:

- Installation Of Fire Sewer and Domestic - COMPLETED
- Install Sanitary Sewer Main - COMPLETED
- Detention Basin - COMPLETED
- Grease Interceptor Installation - COMPLETED
- Manhole Installation at SD Basin - COMPLETED
- Pothole POC at SS Tie-in and Utility Crossings - COMPLETED
- Install SS MH's and structures - COMPLETED
- Stake Retaining Wall - COMPLETED
- Drill Piers & SET Rebar Cages - COMPLETED
- Pressure Testing ,Back T Test DW, Flush - COMPLETED
- Demo Metal Building - IN PROGRESS
- Pothole 12KV by Trailer - IN PROGRESS
- Hydro Test DW/ FW - IN PROGRESS
- Soil Import - IN PROGRESS

Anticipated Progress Next Period:

- Cut Subgrade Areas Adjacent to Work
- Install Electrical and Gas
- Install Sediment/Over - Flow Structure
- Install SDMH Located in Entry Way
- Install West Storm System
- Trench Patch Paving Pinole Valley Road

Schedule Assessment/Update:

Construction Duration (Calendar Days):	130
Construction Calendar Days Elapsed:	57
Construction Calendar Days Remaining:	73
Percent of Construction Completed:	43%

Percentage of Work Done	43%	Total Project
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Demolition Phase	75%
Site Grading & Compaction	15%
Site Underground Utilities	1%

Proposed Changes:

General Comment:

Project is on schedule.

Progress Photos: 1/29/2014



Fire, Domestic & Sewer Line



Soil Import



Soil Import

PROJECT STATUS REPORT

Portola Middle School - New Campus

Period Ending: 1/31/2014

Scope: New Campus Project

Construction Status:

Architect: HY Architects
 Project Manager: Jose Chapa, SGI Construction Management
 Project Engineer: Rene Barrera, SGI Construction Management
 Contractor: Arntz, Builders, Inc.
 Inspector: Steve Cayson
 WCCUSD Mgr: Ferdie Vergeire

Contract Status:

Notice to Proceed:	5/13/2013	Original	Approved	Projected
Construction Schedule (days):	960			
Original Completion Date:	12/29/2015			
Projected Completion:	12/29/2015			

Buildings:

Progress This Period:

- Building B 1st level concrete walls - 90% .
- Building A Basement under slab electrical 40%.
- Building C 1st level concrete walls - 80%.
- Building A (north) Slab floor box & rebar installation - 90%.
- Building D Floor Slab 50%
- Building B Structural Steel 20%.

Anticipated Progress Next Period:

- Building D Steel Truss installation complete.
- Building B Backfill (between B & A upper level)
- Building B Upper level footings.
- Building B Topping Slab
- Building A Frame Window Openings
- Building C Footing rebar Installation (upper level)
- Building A Basement Slab on Grade

Schedule Assessment/Update:

Construction Duration (Calendar Days):	960
Construction Calendar Days Elapsed:	261
Construction Calendar Days Remaining:	699
Percent of Construction Completed:	24%

Percentage of Work Done	24%	Total Project
Bldg. D Structural Steel		90%
Bldg. B Footings (lower)		100%
Bldg. C Footings		70%
Utilities (SD,SS,W,G, FW)		85%
Bldg. A New Basement Slab		75%

Proposed Changes:

AOR released CCDs 5 - 7

General Comment:

GC's production rate acceptable. Project is on schedule.

Progress Photos: 1/31/2014



Building D Slab on Grade



Building A Topping Slab Preparation



Building B Structural Steel 20%

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:** February 12, 2014
From: Bill Fay **Agenda Item:** G.2
Associate Superintendent for Operations
Subject: Construction Project Status Update for El Cerrito High School Stadium & Field Replacement.

Background Information: At the December 2, 2013 meeting the Board approved the award of the El Cerrito High School Stadium & Field Replacement project to Wright Construction, Inc. The project team will provide a brief presentation to the Board on the project's status.

Recommendation: For Information Only

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION		
Motion by: _____	Seconded by: _____	
Approved _____	Not Approved _____	Tabled _____

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

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education **Meeting Date:** February 12, 2014
From: Bill Fay **Agenda Item:** G.3
Associate Superintendent for Operations
Subject: Project Update for Richmond Swim Center at Kennedy High School Update.

Background Information:

The District has approved the services and fees of MA Architects for the design of the Richmond Swim Center at Kennedy High School project. The project team will provide a brief presentation to the Board on the project's status.

Recommendation: For Information Only

Fiscal Impact: None.

DISPOSITION BY BOARD OF EDUCATION		
Motion by: _____	Seconded by: _____	
Approved _____	Not Approved _____	Tabled _____

MA:jg

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:** February 12, 2014
From: Bill Fay **Agenda Item:** G.4
Associate Superintendent for Operations
Subject: 2014 Pre-qualification Statute Process Update.

Background Information: On January 1, 2014 the Public Contracting Code was amended to require pre-qualification of general contractors and major trade sub-contractors (mechanical, electrical, and plumbing) for projects which are valued at or above \$1,000,000. The District has engaged a process to meet this requirement. Staff and the Bond Program manager will provide a brief overview of the process.

Recommendation: For Information Only

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION		
Motion by: _____	Seconded by: _____	
Approved _____	Not Approved _____	Tabled _____