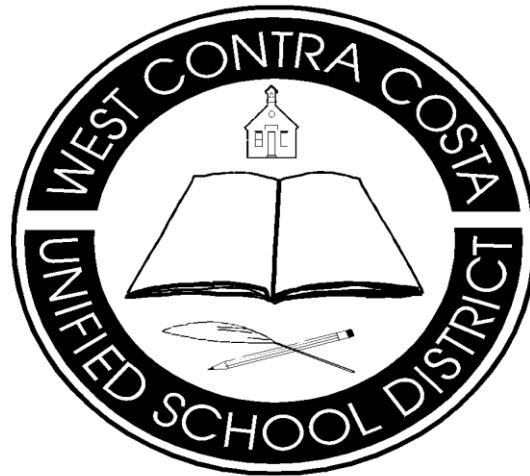


**WEST CONTRA COSTA  
UNIFIED SCHOOL DISTRICT**

**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**  
October 15, 2014

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT  
BOARD OF EDUCATION  
MEETING AGENDA  
OCTOBER 15, 2014**

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**BOARD AGENDA PACKETS AND INFORMATION:**

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

Complete Board agendas and packets are available online at: [www.wccusd.net](http://www.wccusd.net).

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

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**VIEWING THE BOARD MEETINGS:**

**Television:**

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

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

Audio 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.

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**ATTENDING BOARD MEETINGS:**

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

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

**Time:**            The **Board of Education's Open Session meeting will begin at 6:30 PM.** The Board will convene at **5:45 PM** in the Multi-Purpose Room to receive comments from anyone wishing to address the Board regarding closed session items (Exhibit A). The Board will then adjourn to closed session and reconvene in open session to address the regular agenda (Exhibits B-G) at 6:30 PM.

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

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

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

**B. OPENING PROCEDURES**

- B.1 Pledge of Allegiance**
- B.2 Welcome and Meeting Procedures**
- B.3 Roll Call**
- B.4 Presentation of Student Board Representative from Hercules High School**
- B.5 Report/Ratification of Closed Session**
- \* **B.6 Agenda Review and Adoption** (Public Comment)
- \* **B.7 Minutes:** September 24, 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 agendaized, 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 Acceptance of Donations**

Comment:

The District has received donations as summarized, dated October 15, 2014.

Recommendation:

Recommend Approval

Fiscal Impact:

As noted per grants summary

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

Comment:

The planned fund-raising events for the 2014-15 school year are summarized, dated October 15, 2014.

Recommendation:

Recommend Approval

Fiscal Impact:

Additional revenue for schools

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

Comment:

The summaries of Payroll and Vendor Warrants issued during the month of September 2014 are provided.

Total of payroll warrants (September 2014):	\$ 11,683,953
Total of vendor warrants (September 2014):	\$ 28,778,708

Recommendation:

Recommend approval of the payroll and vendor warrant reports

Fiscal Impact:

As noted above

**\*CI C.4 Notice of Completion: Bid 1101612-06 Collins Elementary School Restrooms Renovations, Bid 1101612-03 Collins Elementary School Floor, Door & Hardware Replacement**

Comment:

Substantial completion notices have been received for: Bid 1101612-06 and Bid 1101612-03

Major construction projects are subject to acceptance by the governing board before a Notice of Completion can be processed, and final payment of the contract made. (BP 7470)

Staff recommends acceptance of the work completed by the following contractor:

Streamline Builders, Bid 1101612-06 Collins Elementary Restrooms Renovation.

Hung Construction Builders, Bid 1101612-03 Collins Elementary Floor, Door & Hardware Replacement.

Recommendation:

Recommend approval of these notices of completion

Fiscal Impact:

None

**\*CI C.5 Routine Personnel Changes - Certificated**

Comment:

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

Recommendation:

Ratify and Approve Certificated Personnel Changes



Fiscal Impact:

None

**\*CI C.6 Suicide Prevention Policy BP 5141.52**

Comment:

The District recognizes that suicide is a major cause of death among youth. The District would like to have a policy in place to establish procedures to be followed when a suicide attempt, threat or disclosure is reported and to provide students, parents/guardians and staff with education that helps them recognize the warning signs of severe emotional distress and take preventive measures to help potentially suicidal students.

Recommendation:

Recommend Approval

Fiscal Impact:

None

**\*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: \$608,264. Funding sources are Bond Fund and Fund 40.

**\*CI C.8 Approval of Negotiated Change Orders**

Comment:

Staff is seeking approval of Change Orders on the following current District construction projects: Ohlone ES Phase 1 New Classroom, El Cerrito HS Stadium, Montalvin Manor Classroom Building, Gompers New CHS & LPS Richmond School, Pinole Valley HS Phase 2A Interim Campus, DeAnza HS Replacement Campus, Kennedy HS Richmond Swim Center, Pinole Valley HS Phase 1 Detention Basin, Pinole Valley HS Interim Campus Portable Lease. Change Orders are fully executed by the District upon signature by the Superintendent's designee. Board approval 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 approving 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:

Approve negotiated Change Orders as noted

Fiscal Impact:

Total approval by this action: \$75,393.35

**\*CI C.9 Williams Lawsuit Complaints Quarterly Report**

Comment:

The Williams Lawsuit requires that a quarterly report be brought before the Board of Education reflecting the number of complaints filed with any school in the District during a particular quarter. This report reflects the time period from July 1, 2014 through September 30, 2014.

Recommendation:

Recommend Approval

Fiscal Impact:

None

**\*CI C.10 Approval of Board Member Travel**

Comment:

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

- CAG Seminar for Gifted Students, Sacramento, CA November 8, 2014
- CAG Annual Conference, Palm Springs, CA February 27 – March 1, 2015
- SXSWedu 2015 Conference, Austin, TX, March 9-12, 2015

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

Recommendation:

Recommend Approval

Fiscal Impact:

General Fund

**\*CI C.11 Resolution No. 35-1415: Recognizing Contributions of Veterans to the Country**

Comment:

Resolution No. 35-1415 acknowledges the contributions of our veterans and encourages all citizens, staff, faculty, students and families to participate in the celebration of Veterans' Day.

Recommendation:  
Recommend Approval

Fiscal Impact:  
None

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

**D.1 Employee Service Anniversary Recognition**

Comment:

The West Contra Costa Unified School District employs 3266 full and part-time staff members. Tonight the District honors its veteran employees who have reached milestone years for their service. It is with great honor and gratitude that we recognize these individuals by presenting them with service anniversary pins in the following categories:

- the 35-Year Service Pin Award to 13 staff;
- the 30-Year Service Pin Award to 12 staff;
- the 25-Year Service Pin Award to 59 staff;
- the 20-Year Service Pin Award to 30 staff.

It is ultimately the students who benefit from the relationships we have with our veteran staff members. Collectively this group represents more than 2890 years of experience in serving the students.

Our school communities and the District are indeed fortunate to benefit from our veteran employees' wisdom and accumulated experience which guide and inform our current and future work. Their dedication, caring, creativity, ingenuity, and resilience are an important part of what makes our District special.

Recommendation:  
Recognition; for Board and public information

Fiscal Impact:  
None

**\* D.2 Update on Unaccompanied Immigrant Children**

Comment:

The Catholic Charities of the East Bay will be providing an update on Unaccompanied Immigrant Children in West Contra Costa Unified School District.

Recommendation:  
For Information Only

Fiscal Impact:  
None

\* **D.3 Public Hearing for Amethod Charter Management Organization: John Henry High School (9-12)**

Comment:

On Wednesday, September 3, 2014, the Amethod Charter Management Organization submitted a petition to open a Charter High School in West Contra Costa Unified School District in the fall of 2015. John Henry High School would begin with an enrollment of 190 students in 2015-16, expanding to 400 students by the 2018-2019 academic year.

California Department of Education Code Section 47605(b) states:

No later than 30 days after receiving a petition, in accordance with subdivision (a), the governing board of the school district shall hold a public hearing on the provisions of the charter, at which time the governing board of the school district shall consider the level of support for the petition by teachers employed by the district, other employees of the district, and parents.

The Charter School Act (1992) also requires the Board to either grant or deny the Petition within 60 days of submission. Staff and legal counsel have received information related to the Petition. They will analyze the document, and will make a recommendation regarding the Petition at a subsequent board meeting.

Recommendation:

For Information Only

Fiscal Impact:

None at this time, yet will, if approved represent ongoing loss of student average daily attendance as a result of WCCUSD Students attending the charter school.

\* **D.4 Affordable Care Act District Study**

Comment:

A representative from Keenan & Associates will present information on the Affordable Care Act and how it impacts the school district.

Recommendation:

For Information Only

Fiscal Impact:

Dependent upon employee participation rates – estimate is \$300,000 for year one

**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
Citizens’ Bond Oversight Committee	Safety and School Climate Committee
College and Career Readiness Academies	Technology Subcommittee
Community Budget Advisory Committee	United Teachers of Richmond
Facilities Subcommittee	West Contra Costa Administrators Association
Ivy League Connection	Youth Commission

\* **E.2 Superintendent’s Report**

\* **E.3 In Memory of Members of the School Community**

Comment:

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

Theresa Powell began in 1968 and worked at both Verde Elementary and Martin Luther King Elementary Schools. Ms. Powell retired in 2000. She enjoyed teaching and loved her sixth grade students.

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

Recommendation:

For Information Only

Fiscal Impact:

None

**F. ACTION ITEMS**

\* **F.1 Naming Building 10 at De Anza High School**

Comment:

Board Policy 7310 establishes the criteria and processes for “renaming buildings, parts of buildings or athletic fields in honor of the contributions of students, staff members and community members.” With construction about to begin on Building 10 at De Anza High School, Mr. Charles Ramsey requested that Building 10 be named in honor of his late father, Judge Henry Ramsey, Jr. A portion of Building 10 will be used to house the Law Academy at DAHS which is currently named the Henry Ramsey, Jr. Law Academy. The policy stipulates that upon request that the Board will appoint a Board subcommittee to “review the nomination and make recommendations for the Board’s final consideration.” At the October 1, 2014 meeting, the Board approved the appointment of Board Clerk Todd Groves and member Randy Enos to serve as the committee to consider the proposal. That committee held a public hearing on October 6, 2014 and supports the recommendation that the DAHS Building 10 be named in honor of Judge Henry Ramsey, Jr.

Recommendation:

That the Board name the DeAnza High School Building 10 as the Judge Henry Ramsey, Jr. Building.

Fiscal Impact:

Minimal in providing lettering for the building

**G. DISCUSSION ITEMS**

- \* **G.1 Resolution No. 32-1415: Authorizing the Issuance and Sale of its General Obligation Refunding Bonds, 2014 Series A, in an Aggregate Principal Amount not to Exceed \$135,000,000, Including Bond Subject to the Compounding of Interest, and Approving Certain Other Matters Relating to Said Bonds**

Comment:

The District’s financing team, including KNN Public Finance, the District’s financial advisor, and Piper Jaffray & Co., Stifel Nicolaus and Backstrom McCarley Berry & Co. LLC (collectively, the “Underwriters”), and Nixon Peabody LLP, have prepared documentation for the purpose of permitting the District to issue its 2010 Series C Bonds and its 2012 Series B Bonds. The 2010 Series C Bonds will be issued pursuant to an authorization approved by 62.6% of the eligible voters of the District at an election on June 8, 2010, known as Measure D. The District has previously issued and sold \$140,000,000 in aggregate principal amount of bonds under Measure D, and the 2010 Series C Bonds will represent the fourth series of bonds issued under Measure D. The 2012 Series B Bonds will be issued pursuant to an authorization approved by 64.4% of the eligible voters of the District at an election on November 6, 2012, known as Measure E. The District has previously issued and sold \$85,000,000 in aggregate principal amount of bonds under Measure E, and the 2012 Series B Bonds will represent the second series of bonds issued under Measure E. The proceeds of the Bonds will be used for projects authorized under the measure.

The following documents are attached:

- Resolution authorizing issuance of the Bonds
- Contract of Purchase with underwriters
- Preliminary Official Statement (submitted under separate cover)

In order to accomplish the District’s present construction and modernization program without significant delays, it is necessary to preserve the District’s option to issue bonds with maturities longer than thirty years. Such a structure requires the Board, in turn, to comply with the provisions of Assembly Bill 182, comprising portions of Section 15146 of the Education Code (“A.B. 182”). A.B. 182 requires certain special disclosures, which are reflected in Exhibit D to this Resolution, and it also requires that the Resolution and those disclosures be submitted to the Board first as an information item at a regularly scheduled Board meeting, and acted upon at the next consecutive regularly scheduled Board meeting of November 12, 2014.

The finance team will present to the Board the financing plan, an explanation of the necessity for bonds with maturities longer than thirty years, the information covered by this Resolution in compliance with A.B. 182 and describe the function of each of the attached documents.

Recommendation:

First reading of the Resolution and accompanying documents

Fiscal Impact:

None

\* **G.2 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

**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 – November 12, 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**

**October 15, 2014**

**1. CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

**2. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION**

[Government Code Section 54956.9(d)(1)]

- a. Palmer and Pollack v. WCCUSD
- b. California Charter School Association v. WCCUSD

**3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION/SIGNIFICANT EXPOSURE TO LITIGATION**

[Government Code Section 54956.9(d)(2) or (d)(3)]

Six cases

**4. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION/INITIATION OF LITIGATION**

[Government Code Section 54956.9(d)(4)]

**5. LIABILITY CLAIMS (Government Code Section 54956.95)**

**6. 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

**7. PUBLIC EMPLOYEE APPOINTMENT**

Assistant Principal

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

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

Expulsions

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

**11. 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**

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**To:** Board of Education

**Meeting Date:** October 15, 2014

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

**Agenda Item:** B.4

**Subject:** Presentation of Student Board Representative from Hercules High School

**Background Information:**

A Student Board Representative from Hercules High School will attend the Board of Education on October 15, 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 \_\_\_\_\_

September 24, 2014

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

**A. OPENING PROCEDURES**

**A.1 Welcome and Meeting Procedures**

Chairperson Ivette Ricco called the meeting to order at 6:05 p.m. and welcomed the audience. President Ramsey offered remarks of welcome and appreciation.

**A.2 Roll Call**

**CBOC Members Present:**

Charles Cowens, Peter Chau, Tashia Flucas, Marianne Harrison, Dennis Hicks, Bill Kelly, Ivette Ricco, Tom Waller, Orlandus Waters

**Board Members Present:** Randy Enos, Todd Groves, Madeline Kronenberg, Charles Ramsey

**Staff Present:** Madgy Abdalla, District Engineering Officer; Martin Coyne, Executive Director Bond Finance; Bruce Harter, Superintendent; Debbie Haynie, Executive Secretary; Keith Holtslander, Director of Facilities

President Ramsey turned the meeting over to Chairperson Ivette Rocco to preside.

**A.3 Approval of Agenda**

**MOTION:** Ms. Ricco asked the committee for approval of the agenda. A motion was made by Mr. Chau and seconded by Mr. Waters to approve the agenda. The committee voted approval by voice vote.

**A.4 Chair's Report**

President Ramsey remarked on the opportunity for discussion between the Committee and the District. He reminded everyone that the District's program is the biggest in the state, requiring confidence and credibility with the community. He said he looked forward to a good, productive conversation.

**Pledge of Allegiance**

President Ramsey led the pledge of allegiance.

Chairperson Ricco commented on the Committee's efforts to do a better job in providing information to the community and the responsibility to obtain and provide as much information as possible. She said this meeting was an effort for the Committee and Board to come together to exchange thoughts and conversation in joint support.

**B. DISCUSSION ITEMS**

**B.1 Scope of work for the annual performance audit**

Superintendent Harter asked the joint group to review the scope of the performance audit to bring clear understanding of what the performance audit should entail. He invited Mr. Waters, chairperson of the Audit Subcommittee, to explain the recommendation of the subcommittee. Mr. Waters explained taking the recommendations of Dr. Harter as well as the Audit Subcommittee and being inclusive of public input. He reviewed the description of the priorities of the performance audit regarding the Proposition 39 requirements, as well as the Citizen Bond Oversight Committee evaluation report, and additional recommended items regarding best practices. Mr. Waters stated that the subcommittee's intent was to recommend full adoption of the document.

**Public Comment:**

None

**Discussion:**

Mr. Cowens asked about minutes from subcommittee meetings as well as about recommendations made by the subcommittee incorporated into the document. Mr. Waters said that minutes were not available as yet and affirmed that the recommendations were included in the Scope of Services for the Bond Performance Audit 2014.

President Ramsey had questions about the audit including expended bond measures. Mr. Martin Coyne offered clarification and said that financial statements for all bond measures would be included in the auditor's final review.

Discussion took place regarding the necessity of including Board of Education minutes in the audit. Superintendent Harter spoke about the review of Board minutes to confirm that items were completed with Board approval. Mr. Coyne asserted that minutes are reviewed as a general practice.

Further discussion took place regarding changing some of the language of particular items and clarification to some of the points.

**B.2 Effort to maximize program revenue from non-bond sources**

Superintendent Harter spoke about maximizing revenue from outside, non-bond sources. Mr. Matthew Pettler of School Facility Consultants provided a presentation regarding state and other non-bond financial contributions added to construction funds.

**Public Comment:**

None

**Discussion:**

Discussion took place about the type of school districts and reasons to participate in state funding programs. Mr. Pettler provided detailed clarification.

Chairperson Ricco asked whether the District used staff to pursue additional financing. Superintendent Ramsey responded that a combination of staff as well as Mr. Pettler, as a consultant, work to pursue revenue sources.

Discussion included the costs of applications. Superintendent Harter said that he will have staff derive the costs of applications and report back to the Committee and Board.

**B.3 Composition/size of Oversight Committee**

Superintendent Harter spoke of the history of how Board determined policy to configure the committee. President Ramsey detailed the components of the Oversight Committee as required by law and the determination the IC Standard used to base construction projects for schools. He said that Board Member George Harris came up with idea to configure committee to represent cities, entities, and Board Member appointments in 2003. He said that he felt it was for the Committee to consideration reconfiguration.

Chairperson Ricco reviewed BP 7214.2 from August 2008 and revised in August 2011, that set out the committee parameters. She said she felt it was the Board's decision to determine representation and committee size based on the complexity of bond program. She spoke of the success of smaller subcommittees and members who have taken on the challenge.

Discussion included concern regarding the efficiency of the meetings, as well as geographical representation and building trades experience. Mr. Cowens said he would like to review the research of former Committee Member Mr. Gilbert-Snyder and share it with Board members. Discussion continued regarding the challenge to continue to be an effectual committee.

**MOTION: Chairperson Ricco called for a vote to extend the meeting by fifteen minutes. A voice vote was taken with the majority voting in favor of extended the meeting.**

Discussion continued regarding members serving in an at-large capacity, geographical representation, and School Board members' appointees. Chairperson Ricco recommended that the Board consider review and/or revision of the Board Policy determining the size of the Bond Oversight Committee.

**Public Comment:**

None

**C. PUBLIC AND COMMITTEE COMMUNICATIONS**

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

None

**D. ADJOURNMENT**

Chairperson Ricco adjourned the meeting at 7:38 PM.

BH:dh

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

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

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**To:** Board of Education

**Meeting Date:** October 15, 2014

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

**Agenda Item:** CI C,1

**Subject:** Acceptance of Donations

**Background Information:** The District has received donations as summarized on the attached sheet dated October 15, 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.

<b>DISPOSITION BY BOARD OF EDUCATION</b>		
Motion by: _____	Seconded by: _____	
Approved _____	Not Approved _____	Tabled _____

West Contra Costa Unified School District  
 October 15, 2014 Board Meeting

<u>Donor Name</u>	<u>Description or Purpose</u>	<u>Estimated Value</u>	<u>Receiving School or Department</u>
Mr. David Smith	Materials & Supplies	*\$1,168.00	Collins Elementary
Kensington Education Foundation	Materials & Supplies	\$1,166.67	Kensington Elementary
PG&E Corporation Foundation	Materials & Supplies	\$323.70	Hercules Middle
PG&E Corporation Foundation	Materials & Supplies	\$323.70	Hercules Middle
Target Take Charge of Education	Materials & Supplies	\$607.06	Ohlone Elementary
Wells Fargo Foundation Educational Matching Gift Program	Materials & Supplies	\$230.60	Ohlone Elementary
Wells Fargo Foundation Educational Matching Gift Program	Materials & Supplies	\$230.60	Ohlone Elementary

\*Estimated values for the non-cash donations are provided by the donor  
 Donation Précis 101514

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

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

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**To:** Board of Education

**Meeting Date:** October 15, 2014

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

**Agenda Item:** CI C.2

**Subject:** Approval of Fund-Raising Activities

**Background Information:** The planned fund-raising events for the 2014-15 school year is summarized on the attached sheet dated October 15, 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  
 October 15, 2014 Board Meeting

APPROVAL OF FUND-RAISERS

<u>School</u>	<u>Fund-Raising Activity</u>	<u>Activity Sponsor</u>
Chavez Elementary	Pumpkin Patch	Chavez Principal
Chavez Elementary	Holiday Joy Store	Chavez Principal
Coronado Elementary	Harvest Festival	Coronado PTA
Coronado Elementary	Scholastic Book Fair	Coronado PTA
Ellerhorst Elementary	Jamba Juice, Box Tops, E-Script, Save Mart, Raleys.	Ellerhorst PTA
Ellerhorst Elementary	Snack Shack	Ellerhorst PTA
Ellerhorst Elementary	Book Fair	Ellerhorst PTA
Ellerhorst Elementary	Movie Nights	Ellerhorst PTA
Ellerhorst Elementary	Walk-A-Thon	Ellerhorst PTA
Ellerhorst Elementary	Halloween Spooktacular	Ellerhorst PTA & Dad's Club
Ellerhorst Elementary	Read-A-Thon	Ellerhorst PTA
Ellerhorst Elementary	Pasta Feed	Ellerhorst PTA
Ellerhorst Elementary	Cookie Dough Sales	Ellerhorst PTA
Fairmont Elementary	Otis Spunkmeyer Catalog Sale	Fairmont PTA
Fairmont Elementary	Family Game Night	Fairmont PTA
Fairmont Elementary	Sale of T-Shirts	Fairmont PTA
Fairmont Elementary	Sale of Wristbands & Pumpkins During City of El Cerrito's Fall Festival	Fairmont PTA
Fairmont Elementary	Sale of Prepacked Whole Grain, String Cheese and Fruits During Friendship Dance	Fairmont PTA
Fairmont Elementary	Dinner at Rubio's	Fairmont PTA
Fairmont Elementary	Dinner at Chipotle	Fairmont PTA
Fairmont Elementary	Dinner at Panda Express	Fairmont PTA
Fairmont Elementary	Volunteer to Serve Juice and Food for \$1,000 to PTA	Fairmont PTA
Fairmont Elementary	Sale of Prepacked Juice, Gold Fish, Pretzels, Cookies, Milk and Apples During Family Nights	Fairmont PTA
Madera Elementary	Annual Madera Olympics	Madera PTA
Madera Elementary	Concession Sale	Madera PTA
Madera Elementary	Sale of Jamba Juice	Madera 6th Grade Students
Ohlone Elementary	Sale of See's Candies	Ohlone 5th Grade Students
Tara Hills Elementary	Catalog Sales	Tara Hills PTA
Wilson Elementary	Sale of Chocolates	Wilson PTA
Wilson Elementary	Sale of Tickets After Halloween Parade for Games	Wilson PTA

Washington Elementary	Order Groceries on-line where PTA will get 5 - 10% Commission	Washington PTA
Washington Elementary	Pledge Letter Requesting for Monetary Donation	Washington PTA
Hercules High School	Sale of World's Finest Chocolate	Hercules High Associated Student Body
Pinole Middle School	Haunted House, Snack Shack, Movie Night, Jamba Juice and Fun Activities	Pinole Middle Leadership Class
Pinole Valley High	Selling Hot Dogs, Chip and Soda/Water at Back to School Night	PVHS Cheer Leading
Pinole Valley High	Jamberry Nail Art	PVHS Cheer Leading
Pinole Valley High	Collecting Money to Purchase WE Apparel	PVHS WE Body

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:** October 15, 2014

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

**Agenda Item:** CI C.3

**Subject:** Summary of Payroll and Vendor Warrant Reports

**Background Information:**

Attached are the summaries of Payroll and Vendor Warrants issued during the month of September 2014.

Total of payroll warrants (September 2014):	\$ 11,683,953
Total of vendor warrants (September 2014):	\$ 28,778,708

**Recommendation:** Recommend approval of the payroll and vendor warrant reports

**Fiscal Impact:** As noted above

<b>DISPOSITION BY BOARD OF EDUCATION</b>		
Motion by: _____	Seconded by: _____	
Approved _____	Not Approved _____	Tabled _____

**West Contra Costa Unified School District**

Month of : September 2014

Payrolls	Warrant From	Numbers To	Total Warrants Current	Total Warrants Previous	Total Warrants To Date
Variable	686874	687592	453,942	902,137	1,356,079
Regular	687801	688381	1,396,491	2,015,614	3,412,105
Special	687593	687558	68,098	0	68,098
				0	
Variable EFT	445827	447744	1,604,212	2,762,426	4,366,638
Regular EFT	447745	450227	7,673,565	8,742,784	16,416,350
Special EFT				32,784	32,784
Typed #1	686842	686873	373,128	81,754	509,054
Typed #2	687759	687775	29,201		
Typed #3	687776	687800	24,970		
Typed #4					
Typed #5					
Typed #6					
Typed #7					
BENEFITS				0	0
Cancelled	Various	Various	60,344	0	60,344
Totals			11,683,953	4,238,618	26,221,452

Salary detail is available in the Payroll office upon request.

  
 Vincent Morales, Payroll Supervisor

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT  
WEEKLY VENDOR WARRANT REPORT

2014-2015

PAYMENT

PAGE-1

DATE: September 3, 2014

FUND#	FUND DESCRIPTION	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL	920,268	2,498,103	3,418,371
7706	CAFETERIA	180,859	418,924	599,783
7707	CHILD DEVELOPMENT	10,789	3,913	14,702
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY		450,399	450,399
7710	BUILDING	915,069	9,725,191	10,640,260
7711	CAPITAL FACILITIES		13,569	13,569
7712	SELF INSURANCE PROPERTY & LIABILITY		1,575,665	1,575,665
7713	STATE SCHOOL LEASE/PURCHASE			0
7714	COUNTY SCHOOL FACILITIES			0
7715	SPECIAL RESERVE FOR NON-CAPITAL OUTLAY			0
7719	CHARTER SCHOOL			0
7725	MRAD			0
7728	DEBT SERVICE			0
7744	RETIREE BENEFITS	4,786	59,145	63,931
7770	ADULT EDUCATION	1,835	10,205	12,040
7785	DEFERRED MAINTENANCE		145,083	145,083
7790	BOND INTEREST & REDEMPNTN			0
7701	PAYROLL REVOLVING	4,066,579	18,290,366	22,356,945
	TOTALS	6,100,185	33,190,563	39,290,748

*Christina*  
Prepared By

*Flem*  
Accounting Supervisor

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT  
WEEKLY VENDOR WARRANT REPORT

2014-2015

PAYMENT

PAGE-2

DATE: September 9, 2014

FUND#	FUND DESCRIPTION	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL	2,723,369	3,418,371	6,141,740
7706	CAFETERIA	121,117	599,783	720,900
7707	CHILD DEVELOPMENT	2,951	14,702	17,653
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY		450,399	450,399
7710	BUILDING	1,911,415	10,640,260	12,551,675
7711	CAPITAL FACILITIES		13,569	13,569
7712	SELF INSURANCE PROPERTY & LIABILITY		1,575,665	1,575,665
7713	STATE SCHOOL LEASE/PURCHASE		0	0
7714	COUNTY SCHOOL FACILITIES		0	0
7715	SPECIAL RESERVE FOR NON-CAPITAL OUTLAY		0	0
7719	CHARTER SCHOOL		0	0
7725	MRAD		0	0
7728	DEBT SERVICE		0	0
7744	RETIREE BENEFITS		63,931	63,931
7770	ADULT EDUCATION		12,040	12,040
7785	DEFERRED MAINTENANCE		145,083	145,083
7790	BOND INTEREST & REDEMPN		0	0
7701	PAYROLL REVOLVING	168	22,356,945	22,357,113
	TOTALS	4,759,020	39,290,748	44,049,768

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT  
WEEKLY VENDOR WARRANT REPORT

2014-2015

PAYMENT

PAGE-3

DATE: September 16, 2014

FUND#	FUND DESCRIPTION	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL	392,811	6,141,740	6,534,551
7706	CAFETERIA	10,775	720,900	731,675
7707	CHILD DEVELOPMENT	14,753	17,653	32,406
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY	36,525	450,399	486,924
7710	BUILDING	2,670,413	12,551,675	15,222,088
7711	CAPITAL FACILITIES	5,846	13,569	19,415
7712	SELF INSURANCE PROPERTY & LIABILITY	16,867	1,575,665	1,592,532
7713	STATE SCHOOL LEASE/PURCHASE		0	0
7714	COUNTY SCHOOL FACILITIES		0	0
7715	SPECIAL RESERVE FOR NON-CAPITAL OUTLAY		0	0
7719	CHARTER SCHOOL		0	0
7725	MRAD		0	0
7728	DEBT SERVICE		0	0
7744	RETIREE BENEFITS		63,931	63,931
7770	ADULT EDUCATION		12,040	12,040
7785	DEFERRED MAINTENANCE	31,040	145,083	176,123
7790	BOND INTEREST & REDEMPTN		0	0
7701	PAYROLL REVOLVING		22,357,113	22,357,113
	TOTALS	3,179,030	44,049,768	47,228,798

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT  
WEEKLY VENDOR WARRANT REPORT

2014-2015

PAYMENT

PAGE-4

DATE: September 23, 2014

FUND#	FUND DESCRIPTION	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL	598,318	6,534,551	7,132,869
7706	CAFETERIA	297,091	731,675	1,028,766
7707	CHILD DEVELOPMENT	764	32,406	33,170
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY		486,924	486,924
7710	BUILDING	3,647,195	15,222,088	18,869,283
7711	CAPITAL FACILITIES	12,886	19,415	32,301
7712	SELF INSURANCE PROPERTY & LIABILITY	1,833	1,592,532	1,594,365
7713	STATE SCHOOL LEASE/PURCHASE		0	0
7714	COUNTY SCHOOL FACILITIES		0	0
7715	SPECIAL RESERVE FOR NON-CAPITAL OUTLAY		0	0
7719	CHARTER SCHOOL		0	0
7725	MRAD		0	0
7728	DEBT SERVICE		0	0
7744	RETIREE BENEFITS		63,931	63,931
7770	ADULT EDUCATION	6,281	12,040	18,321
7785	DEFERRED MAINTENANCE		176,123	176,123
7790	BOND INTEREST & REDEMPTN		0	0
7701	PAYROLL REVOLVING	9,061	22,357,113	22,366,174
	TOTALS	4,573,429	47,228,798	51,802,227



WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT  
WEEKLY VENDOR WARRANT REPORT

2014-2015

PAYMENT

PAGE-5

DATE: September 30, 2014

FUND#	FUND DESCRIPTION	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL	1,088,004	7,132,869	8,220,873
7706	CAFETERIA	64,225	1,028,766	1,092,991
7707	CHILD DEVELOPMENT	15	33,170	33,185
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY	70,798	486,924	557,722
7710	BUILDING	2,343,710	18,869,283	21,212,993
7711	CAPITAL FACILITIES	13,534	32,301	45,835
7712	SELF INSURANCE PROPERTY & LIABILITY	82,097	1,594,365	1,676,462
7713	STATE SCHOOL LEASE/PURCHASE		0	0
7714	COUNTY SCHOOL FACILITIES		0	0
7715	SPECIAL RESERVE FOR NON-CAPITAL OUTLAY		0	0
7719	CHARTER SCHOOL		0	0
7725	MRAD		0	0
7728	DEBT SERVICE		0	0
7744	RETIREE BENEFITS		63,931	63,931
7770	ADULT EDUCATION	2,231	18,321	20,552
7785	DEFERRED MAINTENANCE	63,686	176,123	239,809
7790	BOND INTEREST & REDEMPTN		0	0
7701	PAYROLL REVOLVING	68,512	22,366,174	22,434,686
	TOTALS	3,796,812	51,802,227	55,599,039

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT  
WEEKLY VENDOR WARRANT REPORT

2014-2015

PAYMENT

PAGE-6

DATE: September 8, 2014

FUND#	FUND DESCRIPTION	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL		8,220,873	8,220,873
7706	CAFETERIA		1,092,991	1,092,991
7707	CHILD DEVELOPMENT		33,185	33,185
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY		557,722	557,722
7710	BUILDING		21,212,993	21,212,993
7711	CAPITAL FACILITIES		45,835	45,835
7712	SELF INSURANCE PROPERTY & LIABILITY		1,676,462	1,676,462
7713	STATE SCHOOL LEASE/PURCHASE		0	0
7714	COUNTY SCHOOL FACILITIES		0	0
7715	SPECIAL RESERVE FOR NON-CAPITAL OUTLAY		0	0
7719	CHARTER SCHOOL		0	0
7725	MRAD		0	0
7728	DEBT SERVICE		0	0
7744	RETIREE BENEFITS		63,931	63,931
7770	ADULT EDUCATION		20,552	20,552
7785	DEFERRED MAINTENANCE		239,809	239,809
7790	BOND INTEREST & REDEMPTN		0	0
7701	PAYROLL REVOLVING	1,291,608	22,434,686	23,726,294
	TOTALS	1,291,608	55,599,039	56,890,647

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT  
WEEKLY VENDOR WARRANT REPORT

2014-2015

PAYMENT

DATE: September 26, 2014

PAGE-7

FUND#	FUND DESCRIPTION	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL		8,220,873	8,220,873
7706	CAFETERIA		1,092,991	1,092,991
7707	CHILD DEVELOPMENT		33,185	33,185
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY		557,722	557,722
7710	BUILDING		21,212,993	21,212,993
7711	CAPITAL FACILITIES		45,835	45,835
7712	SELF INSURANCE PROPERTY & LIABILITY		1,676,462	1,676,462
7713	STATE SCHOOL LEASE/PURCHASE		0	0
7714	COUNTY SCHOOL FACILITIES		0	0
7715	SPECIAL RESERVE FOR NON-CAPITAL OUTLAY		0	0
7719	CHARTER SCHOOL		0	0
7725	MRAD		0	0
7728	DEBT SERVICE		0	0
7744	RETIREE BENEFITS		63,931	63,931
7770	ADULT EDUCATION		20,552	20,552
7785	DEFERRED MAINTENANCE		239,809	239,809
7790	BOND INTEREST & REDEMPTN		0	0
7701	PAYROLL REVOLVING	5,078,624	23,726,294	28,804,918
	TOTALS	5,078,624	56,890,647	61,969,271

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:** October 15, 2014

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

**Agenda Item:** CI C.4

**Subject:** Notice of Completion: Bid 1101612-06 Collins Elementary School Restrooms Renovations. Bid 1101612-03 Collins Elementary School Floor, Door & Hardware Replacement.

**Background Information:**

Substantial completion notices have been received for: Bid 1101612-06 and Bid 1101612-03

Major construction projects are subject to acceptance by the governing board before a Notice of Completion can be processed, and final payment of the contract made. (BP 7470)

Staff recommends acceptance of the work completed by the following contractor:

Streamline Builders, Bid 1101612-06 Collins Elementary Restrooms Renovation.

Hung Construction Builders, Bid 1101612-03 Collins Elementary Floor, Door & Hardware Replacement.

**Recommendation:** Recommend approval of these notices of completion.

**Fiscal Impact:** None.

**DISPOSITION BY BOARD OF EDUCATION**

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

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

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO  
NAME WEST CONTRA COSTA  
UNIFIED SCHOOL DISTRICT  
STREET  
ADDRESS 1108 BISSELL AVENUE  
CITY &  
STATE RICHMOND, CALIF 94801

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion. The completion of work is deemed to be the date of such acceptance by the Governing Board of the District (civil code 3086)

Notice is hereby given that:

1. The undersigned is owner of the property hereinafter described:
2. The full name of the owner is: Governing Board, West Contra Costa Unified School District.
3. The full address of the owner is: 1108 Bissell Avenue, Richmond, Calif. 94801.
4. A work of improvement on the property hereinafter described was completed and accepted on October 15, 2014.
5. The work done was: Project 1101612-06 Collins ES Restrooms Renovation.
6. The name and address of the contractor for such work of improvement was Streamline Builders, 1700 25<sup>th</sup> Avenue, San Francisco, CA 94122. Date of Contract: 5/20/2014.
7. The name of the Bonding Company that provided Surety for said contractor relative to work to be performed is: Hudson Insurance Company.
8. The property on which said work of improvement was completed is located within the West Contra Costa Unified School District, County of Contra Costa, State of California, and is described and located as follows: Collins Elementary School, 1224 Pinole Valley Rd., Pinole, CA 94564.

Dated: October 15, 2014

\_\_\_\_\_  
Director, General Services  
West Contra Costa USD

### VERIFICATION

I, the undersigned, say: I am the Director, General Services the declarant of the foregoing notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on October 15, 2014, at Richmond, California.

\_\_\_\_\_  
Director, General Services  
West Contra Costa USD

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO  
NAME WEST CONTRA COSTA  
UNIFIED SCHOOL DISTRICT  
STREET  
ADDRESS 1108 BISSELL AVENUE  
CITY &  
STATE RICHMOND, CALIF 94801

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion. The completion of work is deemed to be the date of such acceptance by the Governing Board of the District (civil code 3086)

Notice is hereby given that:

1. The undersigned is owner of the property hereinafter described:
2. The full name of the owner is: Governing Board, West Contra Costa Unified School District.
3. The full address of the owner is: 1108 Bissell Avenue, Richmond, Calif. 94801.
4. A work of improvement on the property hereinafter described was completed and accepted on October 15, 2014.
5. The work done was: Project 1101612-03 Collins ES Floor, Door & Hardware Replacement.
6. The name and address of the contractor for such work of improvement was Hung Construction Builders, Inc., 1283 Amber Court, San Leandro, CA 94577. Date of Contract: 5/21/2014.
7. The name of the Bonding Company that provided Surety for said contractor relative to work to be performed is: RLI Insurance Company.
8. The property on which said work of improvement was completed is located within the West Contra Costa Unified School District, County of Contra Costa, State of California, and is described and located as follows: Collins Elementary School, 1224 Pinole Valley Rd., Pinole, CA 94564.

Dated: October 15, 2014

\_\_\_\_\_  
Director, General Services  
West Contra Costa USD

### VERIFICATION

I, the undersigned, say: I am the Director, General Services the declarant of the foregoing notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on October 15, 2014, at Richmond, California.

\_\_\_\_\_  
Director, General Services  
West Contra Costa USD

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:** October 15, 2014

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

**Agenda Item:** CI C.5

**Subject:** Routine Personnel Changes - Certificated

**Background Information:**

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

**Recommendation:** Ratify and Approve Certificated Personnel Changes

**Fiscal Impact:** None

**DISPOSITION BY BOARD OF EDUCATION**

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

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

Approved \_\_\_\_\_

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

Tabled \_\_\_\_\_

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT**

October 15, 2014

**CERTIFICATED EMPLOYEE RATIFICATION**

**NEW HIRES**

Name	Site	Position	Hire Date
Bottom, Neal	DeAnza High	Math SEI	8/14/2014
Boynton, Robin	Dover	4th SEI	8/14/2014
Cabrera, Patricia	Ellerhorst	Kindergarten SEI	8/14/2014
David, Charo	Itinerant	SH Hearing Impaired	8/14/2014
Davis, Kimberly	Itinerant	Elementary Prep	8/14/2014
Dryja, Thomas	Richmond High	ELD SEI	8/14/2014
Guevara, Nora	Tara Hills	SH Visually Impaired	9/10/2014
Hughes, Eric	Wilson	NSH SEI	8/14/2014
Levi, Aura	Nystrom	3rd SEI	8/14/2014
Matos, Karsen	Stege	3rd SEI	8/14/2014
Miller, Danylle	DeAnza High	Digital Art/Web Design SEI	8/14/2014
Novak, Richard	DeAnza High	ROTC Teacher	8/14/2014
O'Halloran, Amber	Making Waves	RSP SEI	8/14/2014
Reyes, Marina	Valley View	NSH Transitional Kindergarten SEI	8/14/2014
Russavage, Carly	Harding	Transitional Kindergarten SEI	8/14/2014
Skidgel, Allison	Wilson	5th/6th SEI	8/14/2014
Thompson, Anne	Downer	3rd SEI One Year Only	8/14/2014
Van Eyck, Kim	Lincoln	Kindergarten SEI	8/22/2014
Warner, Sarah	King	2nd SEI	8/14/2014
Durham, Jasmin	Stege	4th SEI	8/14/2014
Fernandez-Bauman, Pilar	Lincoln	2nd SEI	8/14/2014
Jacobs, Natasha	King	1st SEI One Year Only	8/14/2014
Landron-Padilla, Stacey	Stege	3rd SEI	8/14/2014
Marymor, Amy	Bayview	6th SEI	8/14/2014
O'Loughlin, Noelle	Coronado	3rd SEI	8/20/2014
Rogers, Meredith	Madera	SH Full Inclusion	8/14/2014
Kooyman, Anna	Washington	RSP SEI	8/14/2014
Ahnstedt, Adriane	Chavez	4th SEI One Year Only	8/14/2014
Besario, Sherra	Itinerant	SH Visually Impaired	9/10/2014
Zamora, Jose	Kennedy High	Physics/Chemistry SEI	9/10/2014
Stott, John	Kennedy High	66% Geometry SEI	9/11/2014
Evangelista, Sheryll	DeAnza High	Severely Handicapped	10/1/2014

**REHIRE**

Name	Site	Position	Rehire Date
Bell, Linda	Health Central	School Nurse	8/11/2014
Hebden, Marsha	El Cerrito High	33% Social Science SEI	8/14/2014
Henderson, James	Pinole Valley High	Math/Wood Shop SEI	8/14/2014

**RESIGNATIONS**

Name	Site	Position	Term Date
Sheridan, Brian	Pinole Middle	P.E. SEI	8/20/2014
Harrington, Andrew	DeAnza High	ROTC Teacher	8/20/2014
Lang, Diane	DeAnza High	Assistant Principal	10/13/2014




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

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

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**To:** Board of Education

**Meeting Date:** October 15, 2014

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

**Agenda Item:** CI C.6

**Subject:** Suicide Prevention Policy BP 5141.52

**Background Information:**

The district recognizes that suicide is a major cause of death among youth. The district would like to have a policy in place to establish procedures to be followed when a suicide attempt, threat or disclosure is reported and to provide students, parents/guardians and staff with education that helps them recognize the warning signs of severe emotional distress and take preventive measures to help potentially suicidal students.

**Recommendation:** For Board approval

**Fiscal Impact:** None

**DISPOSITION BY BOARD OF EDUCATION**

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

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

Approved \_\_\_\_\_

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

Tabled \_\_\_\_\_

# West Contra Costa USD

## Board Policy

### Suicide Prevention

BP 5141.52

#### Students

The Governing Board recognizes that suicide is a major cause of death among youth and that all suicide threats must be taken seriously. The Superintendent or designee shall establish procedures to be followed when a suicide attempt, threat or disclosure is reported. The district shall also provide students, parents/guardians and staff with education that helps them recognize the warning signs of severe emotional distress and take preventive measures to help potentially suicidal students.

The Superintendent or designee shall incorporate suicide prevention instruction into the curriculum.

The Superintendent or designee shall also offer parent education or information which describes the severity of the youth suicide problem and the district's suicide prevention curriculum. This information shall be designed to help parents/guardians recognize warning signs of suicide, learn basic steps for helping suicidal youth and identify community resources that can help youth in crisis.

Suicide prevention training for certificated and classified staff shall be designed to help staff recognize sudden changes in students' appearance, personality or behavior which may indicate suicidal intentions, help students of all ages develop a positive self-image and a realistic attitude towards potential accomplishments, identify helpful community resources, and follow procedures established by the Superintendent or designee for intervening when a student attempts, threatens or discloses the desire to commit suicide. The training shall be offered under the direction of a trained district counselor/psychologist or in cooperation with one or more community mental health agencies.

Staff shall promptly report suicidal threats or statements to the principal or mental health counselor, who shall promptly report the threats or statements to the student's parents/guardians. These statements shall otherwise be kept confidential.

#### Legal Reference:

##### EDUCATION CODE

49602 Confidentiality of student information

49604 Suicide prevention training for school counselors

##### WELFARE AND INSTITUTIONS CODE

5698 Emotionally disturbed youth; legislative intent

**Management Resources:**

**CDE PUBLICATIONS**

**Suicide Prevention Program for California Schools, 1987**

**Health Framework for California Public Schools, 1994**

**Policy WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT**

**Adopted:**

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:** October 15, 2014  
**From:** Bruce Harter **Agenda Item:** CI C.7  
Superintendent  
**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: \$608,264. Funding sources are Bond Fund and Fund 40.

**DISPOSITION BY BOARD OF EDUCATION**

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

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

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

**ENGINEERING & ARCHITECTURAL SERVICES CONTRACTS**

<b>Project/Funding</b>	<b>Dates</b>	<b>Firm</b>	<b>Contract Cost</b>	<b>Reference</b>
Dover Elementary School Synthetic Field Project  Bond Measure Funded (PID:11510093-00)	October 2014 through December 2014	Kleinfelder	\$10,400	Geotechnical Engineering Services.
Harmon Knolls Demolition Project  Fund 40 Funded	October 2014 through December 2014	Sally Swanson Architects	\$25,000	Design and Construction Administration Services.
Montalvin Elementary School New Classroom Building Project  Bond Measure Funded (PID:1401347-00)	September 2014 through January 2015	SGI Construction Management	\$163,583	Construction Management Services.
Nystrom Elementary School Modernization Project  Bond Measure Funded (PID:1441205-02)	October 2014 through November 2015	3QC	\$41,620	Commissioning Consulting Services during Construction.
Pinole Valley High School Existing Campus Demolition & Abatement Project  Bond Measure Funded (PID:3621377-03)	October 2014 through December 2014	Conestoga-Rovers & Associates	\$37,658	Environmental Engineering - Abatement Procedure Documentation Services.
Pinole Valley High School Hillside Stabilization Project  Bond Measure Funded (PID:3621377-04)	October 2014 through November 2014	Multivista	\$2,400	Photographic Documentation Services.
Pinole Valley High School Hillside Stabilization Project  Bond Measure Funded (PID:3621377-04)	October 2014 through December 2014	Kleinfelder	\$26,500	Geotechnical Engineering Monitoring Services.

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

**ENGINEERING & ARCHITECTURAL SERVICES CONTRACTS**

Pinole Valley High School Hillside Stabilization Project  Bond Measure Funded (PID:3621377-04)	October 2014 through December 2014	Cornerstone	\$12,000	Structural Engineering Services.
Shannon Elementary School Campus Replacement Project  Bond Measure Funded (PID:15410042-00)	October 2014 through December 2014	BSK Associates	\$31,900	Geotechnical Investigation & Geological Hazardous Assessment Services.
Valley View Elementary School Interim Campus Project  Bond Measure Funded (PID:1601382-04)	October 2014 through December 2014	Essel Environmental Engineering & Consulting	\$28,790	Environmental Engineering Services.
Bond Program Management  Bond Measure Funded	October 2014 through December 2014	SIG Construction Management	\$228,413	Design Management Services.

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

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

---

**To:** Board of Education **Meeting Date:** October 15, 2014  
**From:** Bruce Harter **Agenda Item:** CI C.8  
Superintendent  
**Subject:** Approval of Negotiated Change Orders

**Background information:**

Staff is seeking approval of Change Orders on the following current District construction projects: Ohlone ES Phase 1 New Classroom, El Cerrito HS Stadium, Montalvin Manor Classroom Building, Gompers New CHS & LPS Richmond School, Pinole Valley HS Phase 2A Interim Campus, DeAnza HS Replacement Campus, Kennedy HS Richmond Swim Center, Pinole Valley HS Phase 1 Detention Basin, Pinole Valley HS Interim Campus Portable Lease Change Orders are fully executed by the District upon signature by the Superintendent's designee. Board approval 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 approving 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:**

Approve negotiated Change Orders as noted.

**Fiscal Impact:** Total approval by this action: \$75,393.35

**DISPOSITION BY BOARD OF EDUCATION**

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

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

**October 15, 2014 Change Order Approval 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 1 New Classroom	Zovich Construction	\$16,961,000.00	\$2,030,862.51	\$10,400.00	0.061%	\$1,933,966.51	11.40%	\$18,894,966.51	114
					\$1,665.00	0.010%				115
					\$2,862.00	0.017%				116
					\$2,683.00	0.016%				117
					-\$114,506.00	-0.675%				118
2	El Cerrito HS Stadium	Wright Contracting Inc.	\$13,438,000.00	\$77,134.00	\$8,382.00	0.06%	\$96,737.00	0.72%	\$13,534,737.00	11
					\$11,221.00	0.08%				12
3	Montalvin Manor Classroom Building	W.A. Thomas Co. Inc.	\$2,843,000.00	\$168,731.00	\$5,952.00	0.21%	\$178,032.55	6.26%	\$3,021,032.55	9
					\$3,349.55	0.12%				10
4	Gompers New CHS & LPS Richmond School	Lathrop Construction Associates, Inc.	\$53,887,350.00	\$880,023.00	\$21,749.00	0.04%	\$938,949.00	1.74%	\$54,826,299.00	51
					\$10,479.00	0.02%				52
					\$13,000.00	0.02%				53
					\$13,698.00	0.03%				54
5	Pinole Valley HS Phase 2A Interim Campus	JUV, Inc.	\$5,530,000.00	\$630,590.25	\$4,390.00	0.08%	\$642,604.25	11.62%	\$6,172,604.25	12
					\$1,738.00	0.03%				13
					\$5,886.00	0.11%				14
6	De Anza HS Replacement Campus	Wright Contracting Inc.	\$62,508,000.00	\$7,687,973.00	-\$113,976.11	-0.18%	\$7,384,100.89	11.81%	\$69,892,100.89	44
					-\$189,896.00	-0.30%				45
7	Kennedy HS Richmond Swim Center	Arntz Builders, Inc.	\$7,642,921.00	\$0.00	\$2,299.00	0.03%	\$6,147.27	0.08%	\$7,649,068.27	1
					\$3,848.27	0.05%				2
8	Pinole Valley HS Phase 1 Detention Basin	Bay Cities Paving & Grading	\$2,126,744.11	\$316,269.74	\$345,612.64	16.25%	\$661,882.38	31.12%	\$2,788,626.49	3
9	Pinole Valley HS - Interim Campus Portable Lease	Mobile Modular	\$4,946,114.00	\$699,006.67	\$24,070.00	0.49%	\$723,563.67	14.63%	\$5,669,677.67	6A
					\$487.00	0.01%				20

<b>Total Board Action</b>	<b>\$75,393.35</b>
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West Contra Costa Unified School District  
1108 Bissell Avenue  
Richmond, California 94801  
Office of the Superintendent

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

---

**To:** Board of Education **Meeting Date:** October 15, 2014  
**From:** Bruce Harter **Agenda Item:** CI C.9  
Superintendent  
**Subject:** Williams Lawsuit Complaints Quarterly Report

**Background Information:**

The Williams Lawsuit requires that a quarterly report be brought before the Board of Education reflecting the number of complaints filed with any school in the district during a particular quarter. This report reflects the time period from July 1, 2014 through September 30, 2014.

**Recommendation:**

For approval.

**Fiscal Impact:** None

DISPOSITION BY BOARD OF EDUCATION

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



PRINT

RESET

### Quarterly Uniform Complaint Form

[Education Code 35186]

District: West Contra Costa Unified School District

Person completing this form: Bruce Harter

Title: Superintendent of West Contra Costa Unified School District

Quarterly Report Submission Date: *(check one)*

- April 30, 2014 (Jan-Mar 2014)
- July 31, 2014 (Apr-Jun 2014)
- October 31, 2014 (Jul-Sep 2014)
- January 31, 2015 (Oct-Dec 2014)

Date for information to be reported publicly at governing board meeting: October 15, 2014

Please check the box that applies:

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

Area of Complaint	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0	0	0
Teacher Vacancy or Misassignment	0	0	0
Facilities Conditions	2	2	0
<b>TOTALS</b>	2	2	0

Bruce Harter

Print Name of District Superintendent

Signature of District Superintendent

October 15, 2014

Date

Please return completed form to Peggy Marshburn, Chief Communications Officer  
 CCCOE – 77 Santa Barbara Rd. Pleasant Hill, CA 94523  
 FAX: (925) 942-3454 E-MAIL: [pmarshburn@cccoe.k12.ca.us](mailto:pmarshburn@cccoe.k12.ca.us)

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:** October 14, 2014

**From:** Bruce Harter  
Superintendent

**Agenda Item:** CI C.10

**Subject:** Approval of Board Member Travel

**Background Information:**

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

- CAG Seminar for Gifted Students, Sacramento, CA November 8, 2014
- CAG Annual Conference, Palm Springs, CA February 27 – March 1, 2015
- SXSWedu 2015 Conference, Austin, TX, March 9-12, 2015

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

**Recommendation:**

Recommend Approval

**Fiscal Impact:**

General Fund

**DISPOSITION BY BOARD OF EDUCATION**

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

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

Approved \_\_\_\_\_

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

Tabled \_\_\_\_\_

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

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

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**To:** Board of Education **Meeting Date:** October 15, 2014  
**From:** Bruce Harter **Agenda Item:** CI C.11  
Superintendent  
**Subject:** Resolution No. 35-1415 Recognizing Contributions of Veterans to the Country

**Background Information:**

Resolution No. 35-1415 acknowledges the contributions of our veterans and encourages all citizens, staff, faculty, students and families to participate in the celebration of Veterans' Day.

**Recommendation:**

Recommend adoption of resolution

**Fiscal Impact:** None

DISPOSITION BY BOARD OF EDUCATION

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

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

Approved \_\_\_\_\_

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

Tabled \_\_\_\_\_

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

**Resolution No. 35-1415**

**RECOGNIZING CONTRIBUTIONS OF VETERANS TO THE COUNTRY**

**WHEREAS**, tens of millions of Americans have served in the Armed Forces of the United States during the past century; and

**WHEREAS**, hundreds of thousands of Americans have given their lives while serving in the Armed Forces during the past century;

**WHEREAS**, the willingness of our citizens to give freely and unselfishly of themselves, even their lives, in the defense of our democratic principles, gives this great Nation continued strength and vitality; and

**WHEREAS**, the contributions and sacrifices of the men and women who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by Americans; and

**WHEREAS**, on this special day, our hearts and thoughts also turn to those who were disabled while serving their country, their sacrifices and hardships endure, and daily earn additional honor and compassion of a grateful nation.

**WHEREAS**, Americans throughout this great nation set aside Veterans' Day for special remembrance of the men and women who have served to protect our freedom; and

**NOW, THEREFORE, BE IT RESOLVED**, that the President does recognize November 11, 2014, as Veterans' Day, and ask that on this day of honor, all citizens express their gratitude to our veterans; and

**BE IT FURTHER RESOLVED**, that the Governing Board of the West Contra Costa Unified School District does hereby support Veterans' Day, and encourages all citizens, staff, faculty, students and their families to participate in the celebration of Veterans' Day.

**APPROVED, PASSED AND ADOPTED** by the Governing Board of the West Contra Costa Unified School District on the fifteenth day of October, by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSTENTIONS: \_\_\_\_\_

**I DO 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 October 15, 2014.

\_\_\_\_\_  
President of the Governing Board of the  
West Contra Costa Unified School District

\_\_\_\_\_  
Clerk of the Governing Board of the  
West Contra Costa Unified School District

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

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

**To:** Board of Education **Meeting Date:** October 15, 2014  
**From:** Kenneth L. Whittemore, Assistant Superintendent Human Resources **Agenda Item:** D.1  
**Subject:** Employee Service Anniversary Recognition

**Background Information:**

The West Contra Costa Unified School District employs 3266 full and part-time staff members. Tonight the district honors its veteran employees who have reached milestone years for their service. It is with great honor and gratitude that we recognize these individuals by presenting them with service anniversary pins in the following categories:

- the 35-Year Service Pin Award to 13 staff;
- the 30-Year Service Pin Award to 12 staff;
- the 25-Year Service Pin Award to 59 staff;
- the 20-Year Service Pin Award to 30 staff.

It is ultimately the students who benefit from the relationships we have with our veteran staff members. Collectively this group represents more than 2890 years of experience in serving the students.

Our school communities and the district are indeed fortunate to benefit from our veteran employees' wisdom and accumulated experience which guide and inform our current and future work. Their dedication, caring, creativity, ingenuity, and resilience are an important part of what makes our district special.

**Recommendation:** Recognition; for board and public information

**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:** October 15, 2014

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

**Agenda Item:** D.2

**Subject:** Update on Unaccompanied Immigrant Children

**Background Information:**

The Catholic Charities of the East Bay will be providing an update on Unaccompanied Immigrant Children in West Contra Costa Unified School District.

**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:** October 15, 2014  
**From:** Wendell C. Greer (WCG)  
Associate Superintendent, K – Adult Operations **Agenda Item:** D.3  
**Subject:** Public Hearing for Amethod Charter Management Organization: John Henry High School (9-12)

**Background Information:**

On Wednesday, September 3, 2014, the Amethod Charter Management Organization submitted a petition to open a Charter High School in West Contra Costa Unified School District in the fall of 2015. John Henry High School would begin with an enrollment of 190 students in 2015-16, expanding to 400 students by the 2018-2019 academic year.

California Department of Education Code Section 47605(b) states:

**No later than 30 days after receiving a petition, in accordance with subdivision (a), the governing board of the school district shall hold a public hearing on the provisions of the charter, at which time the governing board of the school district shall consider the level of support for the petition by teachers employed by the district, other employees of the district, and parents.**

The Charter School Act (1992) also requires the Board to either grant or deny the Petition within 60 days of submission. Staff and legal counsel have received information related to the Petition. They will analyze the document, and will make a recommendation regarding the Petition at a subsequent board meeting.

**Recommendation:** For Information Only

**Fiscal Impact:** None at this time, yet will, if approved represent ongoing loss of student average daily attendance as a result of WCCUSD Students attending the charter school.

**DISPOSITION BY BOARD OF EDUCATION**

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



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

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

---

**To:** Board of Education

**Meeting Date:** October 15, 2014

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

**Agenda Item:** D.4

**Subject:** Affordable Care Act District Study

**Background Information:**

A representative from Keenan & Associates will present information on the Affordable Care Act and how it impacts the school district.

**Recommendation:** For Information Only

**Fiscal Impact:** Dependent upon employee participation rates – estimate is \$300,000 for year one

DISPOSITION BY BOARD OF EDUCATION

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

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

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

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

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**To:** Board of Education **Meeting Date:** October 15, 2014  
**From:** Bruce Harter, Superintendent **Agenda Item:** E.3  
**Subject:** In Memory of Members of the School Community

**Background Information:**

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

Theresa Powell began in 1968 and worked at both Verde Elementary and Martin Luther King Elementary Schools. Ms. Powell retired in 2000. She enjoyed teaching and loved her sixth grade students.

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

**Recommendation:** For Information Only

**Fiscal Impact:** None

<b>DISPOSITION BY BOARD OF EDUCATION</b>		
Motion by: _____	Seconded by: _____	
Approved _____	Not Approved _____	Tabled _____

dh

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:** October 15, 2014

**From:** Bruce Harter  
Superintendent

**Agenda Item:** F.1

**Subject:** Naming Building 10 at De Anza High School

**Background Information:**

Board Policy 7310 establishes the criteria and processes for “renaming buildings, parts of buildings or athletic fields in honor of the contributions of students, staff members and community members.” With construction about to begin on Building 10 at De Anza High School, Mr. Charles Ramsey requested that Building 10 be named in honor of his late father, Judge Henry Ramsey, Jr. A portion of Building 10 will be used to house the Law Academy at DAHS which is currently named the Henry Ramsey, Jr. Law Academy. The policy stipulates that upon request that the Board will appoint a Board subcommittee to “review the nomination and make recommendations for the Board’s final consideration.” At the October 1, 2014 meeting, the Board approved the appointment of Board Clerk Todd Groves and member Randy Enos to serve as the committee to consider the proposal. That committee held a public hearing on October 6, 2014 and supports the recommendation that the DAHS Building 10 be named in honor of Judge Henry Ramsey, Jr.

**Recommendation:**

That the Board name the DeAnza High School Building 10 as the Judge Henry Ramsey, Jr. Building.

**Fiscal Impact:** Minimal in providing lettering for the building

DISPOSITION BY BOARD OF EDUCATION

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

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

Approved \_\_\_\_\_

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

Tabled \_\_\_\_\_


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

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

---

**To:** Board of Education

**Meeting Date:** October 15, 2014

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

**Agenda Item:** G.1

**Subject:** Resolution No. 32-1415 Authorizing the Issuance and Sale of its General Obligation Refunding Bonds, 2014 Series A, in an Aggregate Principal Amount not to Exceed \$135,000,000, Including Bond Subject to the Compounding of Interest, and Approving Certain Other Matters Relating to Said Bonds

**Background Information:**

The District's financing team, including KNN Public Finance, the District's financial advisor, and Piper Jaffray & Co., Stifel Nicolaus and Backstrom McCarley Berry & Co. LLC (collectively, the "Underwriters"), and Nixon Peabody LLP, have prepared documentation for the purpose of permitting the District to issue its 2010 Series C Bonds and its 2012 Series B Bonds. The 2010 Series C Bonds will be issued pursuant to an authorization approved by 62.6% of the eligible voters of the District at an election on June 8, 2010, known as Measure D. The District has previously issued and sold \$140,000,000 in aggregate principal amount of bonds under Measure D, and the 2010 Series C Bonds will represent the fourth series of bonds issued under Measure D. The 2012 Series B Bonds will be issued pursuant to an authorization approved by 64.4% of the eligible voters of the District at an election on November 6, 2012, known as Measure E. The District has previously issued and sold \$85,000,000 in aggregate principal amount of bonds under Measure E, and the 2012 Series B Bonds will represent the second series of bonds issued under Measure E. The proceeds of the Bonds will be used for projects authorized under the measure.

The following documents are attached:

- Resolution authorizing issuance of the Bonds
- Contract of Purchase with underwriters
- Preliminary Official Statement (submitted under separate cover)

In order to accomplish the District's present construction and modernization program without significant delays, it is necessary to preserve the District's option to issue bonds with maturities longer than thirty years. Such a structure requires the Board, in turn, to comply with the provisions of Assembly Bill 182, comprising portions of Section 15146 of the Education Code ("A.B. 182"). A.B. 182 requires certain special disclosures, which are reflected in Exhibit D to this Resolution, and it also requires that the Resolution and those disclosures be submitted to the Board first as an information item at a regularly scheduled Board meeting, and acted upon at the next consecutive regularly scheduled Board meeting of November 12, 2014.

The financing team will present to the Board the financing plan, an explanation of the necessity for bonds with maturities longer than thirty years, the information covered by this Resolution in compliance with A.B. 182 and describe the function of each of the attached documents.

**Recommendation:**

First reading of the Resolution and accompanying documents.

**Fiscal Impact:**

None.

<b>DISPOSITION BY BOARD OF EDUCATION</b>		
Motion by: _____	Seconded by: _____	
Approved _____	Not Approved _____	Tabled _____

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT**

**RESOLUTION NO. 32-1314**

**RESOLUTION OF THE BOARD OF EDUCATION  
OF WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT  
AUTHORIZING THE ISSUANCE AND SALE OF  
ITS GENERAL OBLIGATION BONDS, 2010 ELECTION, 2015 SERIES C, AND ITS  
GENERAL OBLIGATION BONDS, 2012 ELECTION, 2015 SERIES B, IN AN  
AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$135,000,000, CERTAIN OF  
WHICH ARE PROPOSED TO HAVE MATURITIES IN EXCESS OF THIRTY YEARS,  
AND APPROVING CERTAIN OTHER MATTERS RELATING TO SAID BONDS**

SECTION 1.	<u>Definitions</u> .....	2
SECTION 2.	<u>Rules of Construction</u> .....	6
SECTION 3.	<u>Authority for this Resolution</u> .....	6
SECTION 4.	<u>Resolution to Constitute Contract</u> .....	6
SECTION 5.	<u>Approval of Documents; Determination of Method of Sale and Terms of Bonds</u> .....	7
SECTION 6.	<u>Authorization of Officers</u> .....	8
SECTION 7.	<u>Use of Bond Proceeds</u> .....	8
SECTION 8.	<u>Designation and Form; Payment</u> .....	8
SECTION 9.	<u>Description of the Bonds</u> .....	9
SECTION 10.	<u>Required Information Regarding Long-Maturity Bonds</u> .....	10
SECTION 11.	<u>Tax Covenants</u> .....	10
SECTION 12.	<u>Book-Entry System</u> .....	10
SECTION 13.	<u>Execution of the Bonds</u> .....	12
SECTION 14.	<u>Transfer and Exchange</u> .....	12
SECTION 15.	<u>Bonds Mutilated, Destroyed, Stolen or Lost</u> .....	13
SECTION 16.	<u>Bond Register</u> .....	13
SECTION 17.	<u>Unclaimed Money</u> .....	14
SECTION 18.	<u>Application of Proceeds</u> .....	14
SECTION 19.	<u>Payment of and Security for the Bonds</u> .....	15
SECTION 20.	<u>Establishment and Application of Excess Earnings Fund</u> .....	15
SECTION 21.	<u>Payment of Costs of Issuance</u> .....	16
SECTION 22.	<u>Negotiated Sale/Method of Sale</u> .....	16
SECTION 23.	<u>Engagement of Consultants; Parameters of Sale</u> .....	16
SECTION 24.	<u>Establishment of Additional Funds and Accounts</u> .....	16
SECTION 25.	<u>Request for Necessary County Actions</u> .....	16
SECTION 26.	<u>Redemption</u> .....	17
SECTION 27.	<u>Selection of Bonds for Redemption</u> .....	17
SECTION 28.	<u>Notice of Redemption</u> .....	17
SECTION 29.	<u>Partial Redemption of Bonds</u> .....	18
SECTION 30.	<u>Effect of Notice of Redemption</u> .....	18
SECTION 31.	<u>Paying Agent; Appointment and Acceptance of Duties</u> .....	19

**TABLE OF CONTENTS**  
**(continued)**

		<u>Page</u>
SECTION 32.	<u>Liability of Paying Agent</u> .....	19
SECTION 33.	<u>Evidence on Which Paying Agent May Act</u> .....	19
SECTION 34.	<u>Compensation</u> .....	19
SECTION 35.	<u>Ownership of Bonds Permitted</u> .....	19
SECTION 36.	<u>Resignation or Removal of Paying Agent and Appointment of Successor</u> .....	20
SECTION 37.	<u>Investment of Certain Funds</u> .....	20
SECTION 38.	<u>Valuation and Sale of Investments</u> .....	20
SECTION 39.	<u>Supplemental Resolutions with Consent of Owners</u> .....	21
SECTION 40.	<u>Supplemental Resolutions Effective Without Consent of Owners</u> .....	21
SECTION 41.	<u>Effect of Supplemental Resolution</u> .....	21
SECTION 42.	<u>Defeasance</u> .....	22
SECTION 43.	<u>Bond Insurance</u> .....	22
SECTION 44.	<u>Approval of Actions; Miscellaneous</u> .....	22
SECTION 45.	<u>Conflicts</u> .....	23
SECTION 46.	<u>Effective Date</u> .....	23
EXHIBIT A	FORM OF BOND.....	A-1
EXHIBIT B	FORM OF 15c2-12 CERTIFICATE .....	B-1
EXHIBIT C	INFORMATION FOR LONG-MATURITY BONDS .....	C-1



**RESOLUTION OF THE BOARD OF EDUCATION  
OF WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT  
AUTHORIZING THE ISSUANCE AND SALE OF  
THE DISTRICT'S GENERAL OBLIGATION BONDS, 2010 ELECTION, 2015  
SERIES C, AND ITS GENERAL OBLIGATION BONDS, 2012 ELECTION, 2015  
SERIES B, IN AN AGGREGATE PRINCIPAL NOT TO EXCEED \$135,000,000,  
CERTAIN OF WHICH ARE PROPOSED TO BE ISSUED WITH MATURITIES IN  
EXCESS OF THIRTY YEARS, AND APPROVING CERTAIN OTHER MATTERS  
RELATING TO SAID BONDS**

---

**WHEREAS**, a duly called election was held in the West Contra Costa Unified School District, a unified school district duly organized and existing under the laws of the State of California (the "**District**"), County of Contra Costa (the "**County**"), State of California (the "**State**"), on June 8, 2010 (the "**2010 Election**"), and thereafter canvassed pursuant to law; and

**WHEREAS**, at the 2010 Election, there was submitted to and approved by at least the requisite fifty-five percent (55%) vote of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District for various purposes set forth in the ballot submitted to the voters, in the maximum amount of \$380,000,000 payable from the levy of an *ad valorem* property tax against the taxable property in the District (the "**2010 Authorization**"); and

**WHEREAS**, the District has heretofore issued and sold \$140,000,000 aggregate principal amount of its general obligation bonds under the 2010 Authorization, leaving a total of \$240,000,000 in bonds unissued thereunder; and

**WHEREAS**, a duly called election was held in the District on November 6, 2012 (the "**2012 Election**"), and thereafter canvassed pursuant to law; and

**WHEREAS**, at the 2012 Election, there was submitted to and approved by at least the requisite fifty-five percent (55%) vote of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District for various purposes set forth in the ballot submitted to the voters, in the maximum amount of \$360,000,000 payable from the levy of an *ad valorem* property tax against the taxable property in the District (the "**2012 Authorization**"); and

**WHEREAS**, the District has heretofore issued and sold \$85,000,000 aggregate principal amount of its general obligation bonds under the 2012 Authorization, leaving a total of \$275,000,000 in bonds unissued thereunder; and

**WHEREAS**, California Assembly Bill 182 became effective on January 1, 2014, amending Section 53508.5 of the Government Code of the State (the "**Government Code**") and Section 15146(b) and (c) of the Education Code of the State (the "**Education Code**"), and pursuant to such provisions, the Board of Education of the District (the "**Governing Board**") first considered this Resolution as an information item at a meeting held on October 15, 2014

(the “**First Meeting**”), where the Governing Board was informed of the proposed issuance of general obligation bonds under the Authorization, which such bonds could consist of current interest bonds with maturities longer than 30 years (“**Long-Maturity Bonds**”); and

**WHEREAS**, after consideration of information disclosed at the First Meeting and at this meeting, the Governing Board has now determined that the District has a requirement for the construction, improvement, furnishing and equipping of certain of its public facilities, as provided for in the 2010 Authorization (the “**2010 Projects**”) and in the 2012 Authorization (the “**2012 Projects**,” and collectively with the 2010 Projects, the “**Projects**”) and desires to issue its General Obligation Bonds, 2010 Election, 2015 Series C (the “**2010 Series C Bonds**”) and its General Obligation Bonds, 2012 Election, 2015 Series B (the “**2012 Series B Bonds**,” and collectively with the 2010 Series C Bonds, the “**Bonds**”); and

**WHEREAS**, this Governing Board has determined that it is desirable to sell the Bonds pursuant to a negotiated underwriting to Piper Jaffray & Company, Stifel, Nicolaus & Company, Incorporated, and Backstrom McCarley Berry & Co., LLC, as underwriters of the Bonds (collectively, the “**Underwriters**”) pursuant to a Contract of Purchase (as defined herein), a form of which has been submitted to this meeting of the Governing Board and is on file with the Clerk of the Governing Board (the “**Clerk**”); and

**WHEREAS**, a form of the preliminary official statement (the “**Preliminary Official Statement**”) relating to the Bonds has been submitted to this meeting of the Governing Board and is on file with the Clerk; and

**WHEREAS**, a form of continuing disclosure undertaking (the “**Continuing Disclosure Undertaking**”), attached as Appendix D to the Preliminary Official Statement, has been submitted to this meeting of the Governing Board and is on file with the Clerk; and

**WHEREAS**, this Governing Board desires that the County should levy and collect an *ad valorem* property tax on all taxable property within the District sufficient to provide for payment of the Bonds, and intends by the adoption of this Resolution to notify the Board of Supervisors of the County, the Auditor-Controller of the County (the “**Auditor-Controller**”), the County Treasurer-Tax Collector (the “**Treasurer**”) and other officials of the County that they should take such actions as shall be necessary to provide for the levy and collection of such tax and payment of the Bonds; and

**WHEREAS**, all acts, conditions and other matters required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of general obligation bonds of the District, and the indebtedness of the District, including this proposed issue of the Bonds, is within all limits prescribed by law;

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

**SECTION 1. Definitions.** Capitalized terms used but not defined herein shall have the meanings set forth in the Recitals hereto. Additionally, the following terms shall for all purposes of this Resolution have the following meanings:

“Authorized Investments” shall mean legal investments authorized by Section 53601 of the Government Code.

“Authorizing Law” shall mean, collectively, (i) Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code, as amended; (ii) applicable provisions of the Education Code; and (iii) Article XIII A of the California Constitution.

“Board of Supervisors” shall mean the Board of Supervisors of the County.

“Bond Counsel” shall mean Nixon Peabody LLP or any other firm that is a nationally recognized bond counsel firm.

“Bond Register” shall mean the books referred to in Section 16 of this Resolution.

“Building Fund” shall mean the “West Contra Costa Unified School District 2010 Election, 2015 Series C Building Fund” and/or the “West Contra Costa Unified School District 2012 Election, 2015 Series B Building Fund” of the District, as applicable, established at the direction of the District and administered by the Treasurer.

“Business Day” shall mean a day which is not a Saturday, Sunday or a day on which banking institutions in the State or the State of New York and the New York Stock Exchange are authorized or required to be closed.

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“Contract of Purchase” shall mean the Contract of Purchase by and between the District and the Underwriters relating to the Bonds.

“Costs of Issuance” shall mean all of the authorized costs of issuing the Bonds as described in the Authorizing Law, including but not limited to, all printing and document preparation expenses in connection with this Resolution, the Bonds and the Preliminary Official Statement and the Official Statement pertaining to the Bonds and any and all other agreements, instruments, certificates or other documents prepared in connection therewith; underwriters’ fees; rating agency fees; auditor’s fees; CUSIP service bureau charges; legal fees and expenses of counsel with respect to the financing, including the fees and expenses of Bond Counsel and Disclosure Counsel; the fees and expenses of the Paying Agent; the fees and expenses of the Financial Advisor, fees for credit enhancement (if any) relating to the Bonds; and other fees and expenses incurred in connection with the issuance of the Bonds, to the extent such fees and expenses are approved by the District.

“County Office of Education” shall mean the Office of Education of the County and such other persons as may be designated by the County Office of Education to perform any operational and disbursement functions hereunder.

“Date of Delivery” shall mean the date on which the Underwriters purchase the Bonds.

“Debt Service” shall have the meaning given to that term in Section 18 of this Resolution.

“Debt Service Fund” shall mean the Debt Service Fund established pursuant to Section 18 of this Resolution.

“Depository” shall mean DTC and its successors and assigns or if (a) the then-acting Depository resigns from its functions as securities depository for the Bonds, or (b) the District discontinues use of the Depository pursuant to this Resolution, any other securities depository which agrees to follow procedures required to be followed by a securities depository in connection with the Bonds.

“Disclosure Counsel” shall mean Nixon Peabody LLP, in its capacity as disclosure counsel to the District with respect to the Bonds.

“DTC” shall mean The Depository Trust Company, and its successors and assigns.

“EMMA” shall mean the Electronic Municipal Market Access website of the MSRB, currently located at <http://emma.msrb.org>.

“Excess Earnings Fund” shall mean the Excess Earnings Fund established pursuant to Section 20 of this Resolution.

“Financial Advisor” shall mean KNN Public Finance, as financial advisor to the District.

“Fiscal Year” shall mean the twelve-month period commencing on July 1 of each year and ending on the following June 30 or any other fiscal year selected by the District.

“Fitch” shall mean Fitch Ratings, its successors and assigns, except that if such corporation shall no longer perform the functions of a securities rating agency for any reason, the term “Fitch” shall be deemed to refer to any other nationally recognized securities rating agency selected by the District.

“Information Services” shall mean EMMA and, in accordance with then-current guidelines of the Securities and Exchange Commission, such other addresses and/or such other services providing information with respect to called bonds as the District may designate in a certificate of the District delivered to the Paying Agent.

“Insurer” shall mean the issuer of the Insurance Policy, in the event that the District elects to purchase municipal bond insurance to secure payment of principal of or interest on some or all of the Bonds.

“Insurance Policy” shall mean the policy of municipal bond insurance, if any, to be issued by the Insurer to secure payment of principal of or interest on some or all of the Bonds.

“Interest Payment Date” shall mean February 1 and August 1 in each year, commencing on August 1, 2015, or as otherwise specified in the Contract of Purchase.

“Moody’s” shall mean Moody’s Investors Service, its successors and assigns, except that if such corporation shall no longer perform the functions of a securities rating agency for any

reason, the term “Moody’s” shall be deemed to refer to any other nationally recognized securities rating agency selected by the District.

“MSRB” shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the Securities and Exchange Commission to receive the reports described in the Continuing Disclosure Undertaking. Until otherwise designated by the MSRB or the Securities and Exchange Commission, filings with the MSRB are to be made through EMMA.

“Nominee” shall mean the nominee of the Depository which may be the Depository, as determined from time to time by the Depository.

“Nonarbitrage Certificate” shall mean the Tax and Nonarbitrage Certificate of the District delivered in connection with the issuance of the Bonds.

“Official Statement” shall mean the final official statement of the District describing the Bonds.

“Outstanding,” when used with reference to the Bonds, shall mean, as of any date, Bonds theretofore issued or thereupon being issued under this Resolution except:

- (i) Bonds canceled at or prior to such date;
- (ii) Bonds in lieu of or in substitution for which other Bonds shall have been delivered pursuant to Section 14 hereof; and
- (iii) Bonds for the payment or redemption of which funds or eligible securities in the necessary amount shall have been set aside (whether on or prior to the maturity or redemption date of such Bonds), in accordance with Section 42 of this Resolution.

“Owner” shall mean the registered owner, as indicated in the Bond Register, of any Bond.

“Participant” shall mean a member of or participant in the Depository.

“Paying Agent” shall mean the paying agent designated pursuant to Section 31 hereof.

“Pledged Moneys” shall have the meaning given to that term in Section 19 of this Resolution.

“Principal” or “Principal Amount” shall mean, as of any date of calculation, with respect to any Bond, the principal amount thereof.

“Projects” shall include the capital improvements further described in Section 7 of this Resolution and delineated in the ballots presented to and approved by the voters of the District at the 2010 Election and/or the 2012 Election, as applicable.

“Project Costs” shall mean all of the expenses of and incidental to the construction, acquisition, equipping or furnishing of the Projects to be funded with the proceeds of the Bonds.

“Record Date” shall mean the close of business on the fifteenth calendar day of the month next preceding an Interest Payment Date.

“Regulations” shall mean the regulations of the United States Department of the Treasury proposed or promulgated under Sections 103 and 141 through 150 of the Code which by their terms are effective with respect to the Bonds and similar Treasury Regulations to the extent not inconsistent with Sections 103 and 141 through 150 of the Code, including regulations promulgated under Section 103 of the Internal Revenue Code of 1954, as amended.

“S&P” shall mean Standard & Poor’s Ratings Services, a Standard & Poor’s Financial Services LLC business, its successors and assigns, except that if such corporation shall no longer perform the functions of a securities rating agency for any reason, the term “S&P” shall be deemed to refer to any other nationally recognized securities rating agency selected by the District.

“Securities Depositories” shall mean The Depository Trust Company, 55 Water Street, New York, New York 10041, Facsimile transmission: (212) 785-9681, (212) 855-3215, and, in accordance with then-current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the District may designate in a certificate delivered to the Paying Agent.

“Superintendent” shall mean the Superintendent of the District.

“Supplemental Resolution” shall mean any resolution supplemental to or amendatory of this Resolution, adopted by the District in accordance with Section 39 or Section 40 hereof.

SECTION 2. Rules of Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders, and vice versa. Except where the context otherwise requires, words importing the singular shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

SECTION 3. Authority for this Resolution. This Resolution is adopted pursuant to the provisions of the Authorizing Law.

SECTION 4. Resolution to Constitute Contract. In consideration of the purchase and acceptance of any and all of the Bonds authorized to be issued hereunder by those who shall own the same from time to time, this Resolution shall be deemed to be and shall constitute a contract among the District and the Owners from time to time of the Bonds; and the pledge made in this Resolution shall be for the equal benefit, protection and security of the Owners of any and all of the Bonds, all of which, regardless of the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof.

SECTION 5. Approval of Documents; Determination of Method of Sale and Terms of Bonds.

(a) The Authorized Officers (as defined in Section 6 hereto), in consultation with Bond Counsel, the Financial Advisor and the other officers of the District are, and each of them acting alone is, hereby authorized and directed to issue and deliver the Bonds and to establish the initial aggregate principal amount thereof; *provided, however*, that such initial aggregate Principal Amount shall not exceed \$135,000,000.

(b) The form of the Contract of Purchase is hereby approved. The Authorized Officers are, and each of them acting alone is, authorized and directed to execute and deliver the Contract of Purchase to the Underwriters for and in the name and on behalf of the District, with such additions, changes or corrections therein as the Authorized Officer executing the same on behalf of the District may approve, in his or her discretion, as being in the best interests of the District including, without limitation (i) such changes as are necessary to reflect the final terms of the Bonds to the extent such terms differ from those set forth in this Resolution, including such changes as may be necessary to obtain credit enhancement, including bond insurance, such approval to be conclusively evidenced by such Authorized Officer's execution thereof and (ii) any other documents required to be executed thereunder. The Authorized Officers are, and each of them acting alone is, hereby authorized to negotiate with the Underwriters the terms, maturities, interest rates and series of the Bonds and the purchase price of the Bonds to be paid by the Underwriters, which purchase price shall reflect an Underwriters' discount of not more than 0.525% (not including original issue discount) of the initial Principal Amount thereof. The interest rate on the Bonds shall not exceed the maximum allowed under law. Principal of the Bonds shall be payable within 40 years of the Date of Delivery. The Authorized Representative is hereby authorized, upon consultation with the Financial Advisor, the Underwriters and Bond Counsel, to determine whether to purchase one or more Insurance Policies from an Insurer, in the event that such purchase generates additional savings to the taxpayers of the District.

(c) The form of the Continuing Disclosure Undertaking is hereby approved. The Authorized Officers are, and each of them acting alone is, hereby authorized to execute and deliver the Continuing Disclosure Undertaking on behalf of the District, with such changes therein as the Authorized Officer executing the same on behalf of the District may approve, in his or her discretion, as being in the best interests of the District, such approval to be conclusively evidenced by such Authorized Officer's execution thereof, and any other documents required to be executed thereunder, and to deliver the same to the Underwriters. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Undertaking. Notwithstanding any other provision of this Resolution, failure of the District to comply with the Continuing Disclosure Undertaking shall not be considered an event of default as to the Bonds and shall not be deemed to create any monetary liability on the part of the District to any other persons, including Owners of the Bonds.

(d) The form of the Preliminary Official Statement is hereby approved. This Governing Board also hereby authorizes the use and distribution of: (a) the Preliminary Official Statement with such changes as the Authorized Officer executing the certificate described below may approve, such approval to be conclusively evidenced by such Authorized Officer's

execution of such certificate; and (b) an Official Statement in substantially the form of the Preliminary Official Statement with such changes as may be necessary or desirable in connection with the sale of the Bonds as determined by the Authorized Officer executing the Official Statement, such determination to be conclusively evidenced by the execution and delivery of the Official Statement by such Authorized Officer; and (c) any amendments or supplements to the Preliminary Official Statement or the Official Statement which an Authorized Officer may deem necessary or desirable, such determination to be conclusively evidenced by the execution of such amendment or supplement or of a certificate as described below by such Authorized Officer. The Authorized Officers are, and each of them acting alone hereby is, authorized to approve such additions, deletions or changes to the Preliminary Official Statement and Official Statement, as are necessary or desirable to effect the purposes of this Resolution and to comply with applicable laws and to deliver copies of the Preliminary Official Statement and the Official Statement. The Authorized Officers also are, and each of them acting alone hereby is, authorized to determine whether any Preliminary Official Statement and/or Official Statement shall be used in connection with the sale of the Bonds. Upon approval of the Preliminary Official Statement by such Authorized Officer as evidenced by execution of a certificate substantially in the form of Exhibit B attached hereto and by this reference incorporated herein, with such changes as may be necessary or desirable, the Preliminary Official Statement shall be deemed final as of its date except for the omission of certain information as provided in and pursuant to Rule 15c2-12 promulgated under the Securities Exchange Act of 1934.

(e) This Governing Board also hereby authorizes the preparation of a paying agent agreement in connection with the Bonds, in such form as shall be determined by an Authorized Officer, such determination to be conclusively evidenced by the execution and delivery of the paying agent agreement by such Authorized Officer.

SECTION 6. Authorization of Officers. The officers of the District, including but not limited to the Superintendent, the Associate Superintendent, Business Services, the Executive Director of Business Services (Bonds), or any member of the Governing Board or any designee thereof (each, an “**Authorized Officer**” and together, the “**Authorized Officers**”) are, and each of them acting alone is, hereby authorized to execute any and all certifications and documents and do and perform any and all acts and things, from time to time, consistent with this Resolution and necessary or appropriate to carry the same into effect and to carry out its purposes.

SECTION 7. Use of Bond Proceeds. The proceeds of the 2010 Series C Bonds shall be used for (a) the financing of the acquisition, construction, furnishing and equipping of District facilities for some or all of the Projects authorized at the 2010 Election, the bond proposition and project list approved at which shall be incorporated herein by this reference as though fully set forth in this Resolution; and (b) the payment of the Costs of Issuance of the 2010 Series C Bonds. The proceeds of the 2012 Series B Bonds shall be used for (c) the financing of the acquisition, construction, furnishing and equipping of District facilities for some or all of the Projects authorized at the 2012 Election, the bond proposition and project list approved at which shall be incorporated by this reference as though fully set forth in this Resolution; and (d) the payment of the Costs of issuance of the 2012 Series B Bonds.

SECTION 8. Designation and Form; Payment.



(a) An issue of Bonds in two or more series entitled to the benefit, protection and security of this Resolution is hereby authorized in an aggregate principal amount not to exceed \$135,000,000. Such Bonds shall be general obligations of the District, payable as to Principal of and premium, if any, and interest from *ad valorem* property taxes to be levied upon all of the taxable property in the District. The Bonds shall be designated the "West Contra Costa Unified School District General Obligation Bonds, 20\_\_ Election, 2015 Series \_\_," with such insertions as shall be appropriate to describe the authorizations and series for said Bonds. The Bonds may be issued as serial bonds or term bonds and shall be subject to redemption as set forth in the Contract of Purchase, subject to the provisions of this Resolution.

(b) The form of the Bonds shall be substantially in conformity with the standard form of registered school district bonds, a copy of which is attached hereto as Exhibit A hereto and incorporated herein by this reference, with such changes as are necessary to reflect the final terms of the Bonds.

(c) The principal of and premium, if any, and interest on any Bond are payable in lawful money of the United States of America. Principal of and Bond and premium, if any, is payable upon surrender thereof at maturity or earlier redemption at the office designated by the Paying Agent.

#### SECTION 9. Description of the Bonds.

(a) The Bonds shall be issued in fully registered form, in denominations of \$5,000 or any integral multiple thereof and shall be dated and shall mature on the dates, in the years and in the Principal Amounts, and interest shall be computed at the rates, set forth in the Contract of Purchase.

(b) Interest on each Bond shall accrue from its dated date as set forth in the Contract of Purchase. Interest on Bonds shall be computed using a year of 360 days comprised of twelve 30-day months and shall be payable on each Interest Payment Date to the Owner thereof appearing on the Bond Registrar as of the close of business on the Record Date. Interest on each Bond will be payable from the Interest Payment Date next preceding the date of registration thereof, unless (i) it is registered after the close of business on any Record Date and before the close of business on the immediately following Interest Payment Date, in which event interest thereon shall be payable from such following Interest Payment Date; or (ii) it is registered prior to the close of business on the first Record Date, in which event interest shall be payable from its dated date; *provided, however*, that if at the time of registration of any Bond, interest thereon is in default, interest with respect thereto shall be payable from the Interest Payment Date to which interest has previously been paid or made available for payment. Payments of interest on the Bonds will be made on each Interest Payment Date by check or draft of the Paying Agent sent by first-class mail, postage prepaid, to the Owner thereof appearing on the Bond Registrar on the Record Date, or by wire transfer to any Owner of \$1,000,000 aggregate principal amount or more of such Bonds, to the account specified by such Owner in a written request delivered to the Paying Agent on or prior to the Record Date for such Interest Payment Date; *provided, however*, that payments of defaulted interest shall be payable to the person in whose name such Bond is registered at the close of business on a special record date

fixed therefor by the Paying Agent which shall not be more than fifteen days and not less than ten days prior to the date of the proposed payment of defaulted interest.

**SECTION 10. Required Information Regarding Long-Maturity Bonds.**

Pursuant to Government Code Section 53508.5 and Education Code Section 15146(b) and (c), the Governing Board has been presented at two consecutive regularly scheduled meetings with information related to the Long-Maturity Bonds regarding: (i) their proposed financing term and time of maturity; (ii) their repayment ratio; and (iii) the estimated change in assessed valuation of taxable property in the District over the term of the Bonds. Information regarding items (i)-(iii) is provided in Exhibit C attached hereto. The District covenants that (a) the issuance of the Bonds will not exceed the maximum ratio of total debt service to principal of 4:1 as mandated by Section 15144.1 of the Education Code and (b) that the useful lives of the Projects to be constructed, improved, acquired, equipped or furnished with the proceeds of the Bonds equal or exceed the maturity dates of the Bonds. The Underwriters' Rule G-17 submissions are provided in Exhibit C attached hereto.

**SECTION 11. Tax Covenants.** In order to maintain the exclusion from gross income for federal income tax purposes of interest on the Bonds, the Governing Board hereby covenants to comply with each applicable requirement of Section 103 and Sections 141 through 150 of the Code. In furtherance of these covenants, the District agrees to comply with the covenants contained in the Nonarbitrage Certificate. The District hereby agrees to deliver instructions to the Paying Agent as may be necessary in order to comply with the Nonarbitrage Certificate.

**SECTION 12. Book-Entry System.**

(a) The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the series and maturities of the Bonds.

Upon initial issuance, the ownership of each such global Bond shall be registered in the Bond Register in the name of the Nominee as nominee of the Depository. Except as provided in subsection (c) hereof, all of the Outstanding Bonds shall be registered in the Bond Register in the name of the Nominee and the Bonds may be transferred, in whole but not in part, only to the Depository, to a successor Depository or to another nominee of the Depository or of a successor Depository. Each Bond shall bear a legend describing restrictions on transfer, as may be prescribed by the Depository.

With respect to Bonds registered in the Bond Register in the name of the Nominee, the District shall have no responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds a beneficial interest in the Bonds. Without limiting the immediately preceding sentence, the District shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee or any Participant with respect to any beneficial ownership interest in the Bonds, (ii) the delivery to any Participant, beneficial owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any Redemption Notice (as defined in Section 27 below), (iii) the selection by the Depository and the Participants of the beneficial interests in the Bonds to be redeemed in part, or (iv) the payment to any Participant, beneficial owner or any other person, other than the

Depository, of any amount with respect to principal of, premium, if any, and interest on the Bonds. The District and the Paying Agent may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute Owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on such Bond, for the purpose of giving Redemption Notices and other notices with respect to such Bond, and for all other purposes whatsoever, including, without limitation, registering transfers with respect to the Bonds.

The Paying Agent shall pay all principal of, premium, if any, and interest on the Bonds only to the respective Owners, as shown in the Bond Register, and all such payments shall be valid hereunder with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Bond Register, shall receive a Bond evidencing the obligation to make payments of principal of, premium, if any, and interest, pursuant to this Resolution. Upon delivery by the Depository to the Paying Agent and the District of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions hereof with respect to Record Dates, the word Nominee in this Resolution shall refer to such new nominee of the Depository.

(b) In order to qualify the Bonds for the Depository's book-entry system, the District is hereby authorized to execute and deliver or shall have executed and delivered to the Depository a letter from the District representing such matters as shall be necessary to so qualify the Bonds (the "**Representation Letter**"). The execution and delivery of the Representation Letter shall not in any way limit the provisions of subsection (a) hereof or in any other way impose upon the District any obligation whatsoever with respect to persons having beneficial interests in the Bonds other than the Owners, as shown in the Bond Register. In addition to the execution and delivery of the Representation Letter, the District and its Authorized Officers are hereby authorized to take any other actions, not inconsistent with this Resolution, to qualify the Bonds for the Depository's book-entry program.

(c) If at any time the Depository notifies the District that it is unwilling or unable to continue as Depository with respect to the Bonds or if at any time the Depository shall no longer be registered or in good standing under the Securities Exchange Act or other applicable statute or regulation and a successor Depository is not appointed by the District within 90 days after the District receives notice or becomes aware of such condition, as the case may be, subsection (a) hereof shall no longer be applicable and the District shall cause the issuance of certificated securities representing the Bonds as provided below. In addition, the District may determine at any time that the Bonds shall no longer be lodged with a Depository and that the provisions of subsection (a) hereof shall no longer apply to the Bonds. In any such event the District shall cause the execution and delivery of certificated securities representing the Bonds as provided below. Bonds issued in exchange for global Bonds pursuant to this subsection (c) shall be registered in such names and delivered in such denominations as the Depository shall instruct the District. The District shall cause delivery of such certificated securities representing the Bonds to the persons in whose names such Bonds are so registered.

If the District determines to replace the Depository with another qualified securities depository, the District shall prepare or cause to be prepared a new fully registered global Bond

for each of the maturities of the Bonds, registered in the name of such successor or substitute securities depository or its nominee, or make such other arrangements as are acceptable to the District and such securities depository and not inconsistent with the terms of this Resolution.

(d) Notwithstanding any other provision of this Resolution to the contrary, so long as any Bond is registered in the name of the Nominee, all payments with respect to principal amount of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, as provided in the Representation Letter or as otherwise instructed by the Depository.

(e) The initial Depository under this Resolution shall be DTC. The initial Nominee shall be Cede & Co., as nominee of DTC.

### SECTION 13. Execution of the Bonds.

(a) The Bonds shall be executed in the manner required by the Authorizing Law. In case any one or more of the Authorized Officers who shall have signed any of the Bonds shall cease to be such officer before the Bonds so signed shall have been issued by the District, such Bonds may, nevertheless, be issued, as herein provided, as if the Authorized Officers who signed such Bonds had not ceased to hold such offices. Any of the Bonds may be signed on behalf of the District by such persons as at the time of the execution of such Bonds shall be duly authorized to hold or shall hold the proper offices in the District, although at the date borne by the Bonds such persons may not have been so authorized or have held such offices.

(b) The Bonds shall bear thereon a certificate of authentication executed manually by the Paying Agent. Only such Bonds as shall bear thereon such certificate of authentication duly executed by the Paying Agent shall be entitled to any right or benefit under this Resolution and no Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Paying Agent. Such certificate of the Paying Agent upon any Bond shall be conclusive evidence that the Bond so authorized has been duly authenticated and delivered under this Resolution and that the Owner thereof is entitled to the benefit of this Resolution.

SECTION 14. Transfer and Exchange. The registration of any Bond may be transferred upon the Bond Register upon surrender of such Bond to the Paying Agent. Such Bond shall be endorsed or accompanied by delivery of the written instrument of transfer shown in Exhibit A hereto, duly executed by the Owner or such Owner's duly authorized attorney, and payment of such reasonable transfer fees as the Paying Agent may establish. Upon such registration of transfer, a new Bond or Bonds, of like tenor, series and maturity in the same principal amount and in authorized denominations, will be executed and delivered to the transferee in exchange therefor.

The Paying Agent shall deem and treat the person in whose name any Outstanding Bond shall be registered upon the Bond Register as the absolute owner of such Bond, whether the principal of and premium, if any, or interest on such Bond shall be overdue or not, for the purpose of receiving payment of principal of and premium, if any, and interest on such Bond and for all other purposes, and any such payments so made to any such Owner or upon such Owner's

order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and the District or the Paying Agent shall not be affected by any notice to the contrary.

Bonds may be exchanged at the office of the Paying Agent for Bonds of like series, tenor and maturity of other authorized denominations. All Bonds surrendered in any such exchange shall thereupon be cancelled by the Paying Agent. The Paying Agent may charge the Owner a reasonable sum for each new Bond executed and delivered upon any exchange (except in the case of the first exchange of any Bond in the form in which it is originally delivered, for which no charge shall be imposed) and the Paying Agent may require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

The Paying Agent shall not be required to register the transfer or exchange of any Bond (i) during the period beginning at the close of business on any Record Date through the close of business on the immediately following Interest Payment Date, or (ii) that has been called or is subject to being called for redemption, during a period beginning at the opening of business 15 days before any selection of Bonds to be redeemed through the close of business on the applicable redemption date, except for the unredeemed portion of any Bond to be redeemed only in part.

SECTION 15. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Bond shall become mutilated, the Paying Agent, at the expense of the Owner, shall deliver a new Bond of like date, interest rate, maturity, Principal Amount and tenor as the Bond so mutilated in exchange and substitution for such mutilated Bond, upon surrender and cancellation thereof. All Bonds so surrendered shall be cancelled. If any Bond shall be destroyed, stolen or lost, evidence of such destruction, theft or loss may be submitted to the Paying Agent and if such evidence is satisfactory to the Paying Agent that such Bond has been destroyed, stolen or lost, and upon furnishing the Paying Agent with indemnity satisfactory to the Paying Agent and complying with such other reasonable regulations as the Paying Agent may prescribe and paying such expenses as the Paying Agent may incur, the Paying Agent shall, at the expense of the Owner, execute and deliver a new Bond of like date, interest rate, maturity, Principal Amount and tenor in lieu of and in substitution for the Bond so destroyed, stolen or lost. Any new Bonds issued pursuant to this Section in substitution for Bonds alleged to be destroyed, stolen or lost shall constitute original additional contractual obligations on the part of the District, whether or not the Bonds so alleged to be destroyed, stolen or lost are at any time enforceable by anyone, and shall be equally secured by and entitled to equal and proportionate benefits with all other Bonds issued under this Resolution in any moneys or securities held by the Paying Agent for the benefit of the Owners of the Bonds.

SECTION 16. Bond Register. The Paying Agent shall keep or cause to be kept at its office sufficient books for the registration and registration of transfer of the Bonds. Upon presentation for registration of transfer, the Paying Agent shall, as above provided and under such reasonable regulations as it may prescribe subject to the provisions hereof, register or register the transfer of the Bonds, or cause the same to be registered or cause the registration of the same to be transferred, on such books. While the Bonds are held in the book-entry system, the Paying Agent is not required to keep a separate Bond Register.

SECTION 17. Unclaimed Money. All money which the Paying Agent shall have received from any source and set aside for the purpose of paying or redeeming any of the Bonds shall be held in trust for the respective Owners of such Bonds, but any money which shall be so set aside or deposited by the Paying Agent and which shall remain unclaimed by the Owners of such Bonds for a period of one year after the date on which any payment or redemption price with respect to such Bonds shall have become due and payable shall be transferred to the general fund of the District (the "**General Fund**"); *provided, however,* that the Paying Agent, before making such payment, shall cause notice to be mailed to the Owners of such Bonds, by first-class mail, postage prepaid, not less than 90 days prior to the date of such payment to the effect that said money has not been claimed and that after a date named therein any unclaimed balance of said money then remaining will be transferred to the General Fund. Thereafter, the Owners of such Bonds shall look only to the General Fund for payment of such Bonds.

SECTION 18. Application of Proceeds.

(a) Upon the sale of the Bonds and at the further written instruction of an Authorized Officer, the Treasurer is hereby directed to deposit the designated net proceeds thereof, exclusive of accrued interest and any original issue premium, into separate funds hereby created and established and to be designated as the "West Contra Costa Unified School District 2010 Election, 2015 Series C Building Fund" and the "West Contra Costa Unified School District 2012 Election, 2015 Series B Building Fund (each, a "**Building Fund**)". The District shall, from time to time, disburse or cause to be disbursed amounts from a Building Fund to pay Project Costs. Amounts in each Building Fund shall be invested so as to be available for the aforementioned disbursements. The District shall keep a written record of disbursements from each Building Fund, as required by State law and the Code. Any amounts that remain in a Building Fund at the completion of the Projects shall be transferred to the related Debt Service Fund to be used to pay the principal of, and premium, if any, and interest on the related series of Bonds, subject to any conditions set forth in the Nonarbitrage Certificate.

(b) Accrued interest, if any, and except as shall otherwise be directed by the District in accordance with applicable law, any original issue premium received by the District from the sale of the Bonds, shall be kept separate and apart in the separate funds hereby created and established and to be designated as the "West Contra Costa Unified School District 2010 Election, 2015 Series C Debt Service Fund" and the "West Contra Costa Unified School District 2012 Election, 2015 Series B Debt Service Fund (each, a "**Debt Service Fund**)" and used only for payment of principal of and interest on the Bonds of those series. Any excess proceeds of either series of Bonds not needed for the authorized purposes set forth herein for which such Bonds are being issued shall be transferred to the related Debt Service Fund and applied to the payment of the principal of and interest on such Bonds. The Treasurer is directed to create any accounts and subaccounts in the Debt Service Funds as provided in the Nonarbitrage Certificate.

(c) All Pledged Moneys (defined below) shall be deposited upon collection by the County into the related Debt Service Fund and used for the payment of the principal of, premium, if any, and interest on the Bonds sold under that authorization.

(d) On or before the Business Day immediately preceding each Interest Payment Date, the District shall transfer or cause to be transferred from the Debt Service Fund to the Paying Agent, an amount, in immediately available funds, sufficient to pay all the principal of, premium, if any, and interest on the Bonds coming due (collectively, "**Debt Service**") on such payment date. Debt Service on the Bonds shall be paid by the Paying Agent in the manner provided by law for the payment of Debt Service.

(e) The District shall cause moneys to be transferred to the Excess Earnings Fund to the extent needed to comply with the Nonarbitrage Certificate. Any amounts on deposit in the Debt Service Fund when there are no longer any Bonds Outstanding shall be transferred to the General Fund of the District subject to any conditions set forth in the Nonarbitrage Certificate.

(f) Certain proceeds of the Bonds may be applied to pay Costs of Issuance as provided in Section 21 below.

(g) Except as required to satisfy the requirements of Section 148(f) of the Code or to comply with the provisions of any Nonarbitrage Certificate, interest earned on the investment of monies held in the Debt Service Funds shall be retained in the respective Debt Service Fund and used to pay principal of and interest on the Bonds authorized under that Election when due.

**SECTION 19. Payment of and Security for the Bonds.** There shall be levied on all the taxable property in the District, in addition to all other taxes a continuing direct *ad valorem* property tax annually during the period the Bonds are Outstanding in an amount sufficient to pay the principal of and interest on the Bonds when due, which monies when collected will be placed in the Debt Service Fund of the District, which fund is irrevocably pledged for the payment of the principal of and interest on the Bonds when and as the same shall fall due (the "**Pledged Moneys**"). The tax levy may include an allowance for a reasonably required reserve in accordance with the Nonarbitrage Certificate, established for the purpose of ensuring that the tax or assessment actually collected is sufficient to pay the annual debt service requirements on the Bonds due in such year. The District covenants to cause the County to take all actions necessary to levy such *ad valorem* property tax in accordance with this Section, and Section 15140 of the Education Code and Section 53508.7 of the Government Code.

Except as required below to satisfy the requirements of Section 148(f) of the Code, interest earned on the investment of monies held in the Debt Service Fund shall be retained in the Debt Service Fund and used to pay principal of and interest on the Bonds when due.

**SECTION 20. Establishment and Application of Excess Earnings Fund.** There is hereby established in trust a special fund designated "West Contra Costa Unified School District General Obligation Bonds of 2015 Excess Earnings Fund" (the "**Excess Earnings Fund**") which shall be held by the Treasurer for the account of the District and which shall be kept separate and apart from all other funds and accounts held hereunder. The District shall transfer, or cause to be transferred, moneys to the Excess Earnings Fund in accordance with the provisions of the Nonarbitrage Certificate. Amounts on deposit in the Excess Earnings Fund

shall only be applied to payments made to the United States or otherwise transferred to other accounts or funds established hereunder in accordance with the Nonarbitrage Certificate.

SECTION 21. Payment of Costs of Issuance. Proceeds of the sale of the Bonds in an amount not to exceed 2% of the Principal Amount necessary to pay certain costs of issuing the Bonds shall be deposited in the fund of the District known as the "West Contra Costa Unified School District General Obligation Bonds of 2015 Costs of Issuance Fund" (the "**Costs of Issuance Fund**") and shall be kept separate and distinct from all other District funds, and those proceeds shall be used solely for the purpose of paying Costs of Issuance of the Bonds. The Costs of Issuance Fund may be held and administered by the Paying Agent. Any amounts remaining in the Costs of Issuance Fund following the earlier of the day which is 180 days following the Date of Delivery or the day on which the Paying Agent pays the final invoice for Costs of Issuance, as directed by the District, shall be transferred by the Paying Agent to each Building Fund on a pro rata basis and used for costs of the Projects. Underwriter's discount on the Bonds may be retained from original issue premium obtained upon sale, pursuant to the terms of the Contract of Purchase.

SECTION 22. Negotiated Sale/Method of Sale. The Bonds shall be sold by negotiated sale to the Underwriters inasmuch as: (i) such a sale will allow the District to integrate the sale of the Bonds with other public financings undertaken, or to be undertaken, by the District in order to fund its public education facilities; (ii) such a sale will allow the District to utilize the services of consultants who are familiar with the financial needs, status and plans of the District; and (iii) such a sale will allow the District to control the timing of the sale of the Bonds to the municipal bond market and, potentially, take advantage of interest rate opportunities for the favorable sale of the Bonds to such market and resulting in lower tax levies against the taxpayers of the District.

SECTION 23. Engagement of Consultants; Parameters of Sale. In accordance with Section 15146(b)(1)(C) of the Education Code, KNN Public Finance has been selected as the Financial Advisor to the District, Nixon Peabody LLP has been selected as the District's Bond Counsel and Disclosure Counsel and Piper Jaffray & Co., Stifel, Nicolaus & Company, Incorporated and Backstrom McCarley Berry & Co., LLC, have been selected to act as Underwriters with respect to the authorization, sale and issuance of the Bonds. The estimated Costs of Issuance associated with the sale of the Bonds are approximately 0.4% of the aggregate Principal Amount of the Bonds, which include Bond and Disclosure Counsel fees, costs of printing the Preliminary Official Statement and Official Statement, rating agency fees, Financial Advisor fees and expenses, Paying Agent fees and other related costs. In addition, Underwriters' discount, which is not included in the percentage above, shall not exceed 0.525% of the aggregate Principal Amount of the Bonds.

SECTION 24. Establishment of Additional Funds and Accounts. If at any time it is deemed necessary or desirable by the District, the Treasurer, the County Office of Education, or the Paying Agent, the District may establish additional funds under this Resolution and/or accounts within any of the funds or accounts established hereunder.

SECTION 25. Request for Necessary County Actions. The Board of Supervisors, the Auditor-Controller, the Treasurer and other officials of the County, are hereby



requested to take and authorize such actions as may be necessary pursuant to law to provide for the levy and collection of a property tax on all taxable property of the District sufficient to provide for payment of all principal of, redemption premium, if any, and interest on the Bonds as the same shall become due and payable as necessary for the payment of the Bonds, and the Clerk of the Board is hereby authorized and directed to deliver certified copies of this Resolution to the Secretary of the Board of Supervisors of the County, the Auditor-Controller of the County, and the Treasurer. The Board hereby agrees to reimburse the County for any costs associated with the levy and collection of said tax, upon such documentation of said costs as the District shall reasonably request.

SECTION 26. Redemption. The Bonds shall be subject to redemption as provided in the Contract of Purchase.

SECTION 27. Selection of Bonds for Redemption.

(a) Whenever provision is made in this Resolution or in the Contract of Purchase for the redemption of the Bonds and less than all Outstanding Bonds are to be redeemed, the Paying Agent, upon written instruction from the District given as provided herein, shall select Bonds for redemption in the manner directed by the District.

(b) With respect to any Bonds, the Paying Agent shall select such Bonds for redemption as directed by the District, or, in the absence of such direction, in inverse order of maturity and within a maturity, by lot. Within a maturity, the Paying Agent will select Bonds for redemption by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; *provided, however*, that the portion of any Bond to be redeemed in part shall be in the Principal Amount of \$5,000 or any integral multiple thereof.

(c) In the event that a term bond is optionally redeemed, the principal amount of each remaining sinking fund payment with respect to such term bond will be reduced as directed by the District in the aggregate amount equal to the amount so redeemed.

SECTION 28. Notice of Redemption. When redemption is authorized or required pursuant to this Resolution or the Contract of Purchase, the Paying Agent, upon written instruction from the District given at least 45 days prior to the date designated for such redemption, shall give notice (each, a "**Redemption Notice**") of the redemption of the Bonds. Such Redemption Notice shall specify: (a) the Bonds or designated portions thereof (in the case of redemption of the Bonds in part but not in whole) which are to be redeemed, (b) the date of redemption, (c) the place or places where the redemption will be made, including the name and address of the Paying Agent, (d) the redemption price, (e) the CUSIP numbers (if any) assigned to the Bonds to be redeemed, (f) the Bond numbers of the Bonds to be redeemed in whole or in part and, in the case of any Bond to be redeemed in part only, the Principal Amount of such Bond to be redeemed, and (g) the original issue date, interest rate and stated maturity date of each Bond to be redeemed in whole or in part. Such Redemption Notice shall further state (i) that on the specified date there shall become due and payable upon each Bond or portion thereof being redeemed the redemption price, together with the interest accrued to the redemption date, and (ii) that from and after such date, interest with respect thereto shall cease to accrue and be payable.

The Paying Agent shall take the following actions with respect to such Redemption Notice:

(a) At least 20 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given to the respective Owners of Bonds designated for redemption by first-class mail, postage prepaid, at their addresses appearing on the Bond Register and to the MSRB.

(b) In the event that the Bonds shall no longer be held in book-entry-only form, at least 35 but not more than 45 days before the redemption date, such Redemption Notice shall be given by (i) first-class mail, postage prepaid, (ii) telephonically confirmed facsimile transmission, or (iii) overnight delivery service, to each of the Securities Depositories and the MSRB.

Neither failure to receive any Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Bonds. Each check issued or other transfer of funds made by the Paying Agent for the purpose of redeeming Bonds shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

A Redemption Notice given hereunder may be conditioned upon the upon the satisfaction of certain conditions and/or the receipt of sufficient moneys to pay the redemption price of the designated Bonds and may be rescinded by the District at any time prior to the scheduled date of redemption by so notifying the Owners of affected Bonds and the Information Services in the event such conditions are not met and are not expected to be met and/or such funds are not received or are not expected to be received.

SECTION 29. Partial Redemption of Bonds. Upon the surrender of any Bond redeemed in part only, the Paying Agent shall execute and deliver to the Owner thereof a new Bond or Bonds of like tenor and maturity and of authorized denominations equal in Principal Amounts to the unredeemed portion of the Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the District shall be released and discharged thereupon from all liability to the extent of such payment.

SECTION 30. Effect of Notice of Redemption. Notice having been given as aforesaid, and the moneys for the redemption (including the interest to the applicable date of redemption) having been set aside in the respective Debt Service Fund or deposited with a duly appointed escrow agent, in trust, the Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Bonds to be redeemed as provided in this Resolution and the Contract of Purchase, together with interest to such redemption date, shall be held by the Paying Agent or deposited with a duly appointed escrow agent, in trust, so as to be available therefor on such redemption date, and any conditions to such redemption described in the Redemption Notice shall be met, and if notice of redemption thereof shall have been given as aforesaid, then from and after such redemption date, interest on the Bonds to be redeemed shall cease to accrue and become payable. All money held by or on

behalf of the Paying Agent for the redemption of Bonds shall be held in trust for the account of the Owners of the Bonds so to be redeemed.

All Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Resolution and the Contract of Purchase shall be cancelled upon surrender thereof and delivered to or upon the order of the District. All or any portion of a Bond purchased by the District shall be cancelled by the Paying Agent upon written notice by the District given to the Paying Agent.

SECTION 31. Paying Agent; Appointment and Acceptance of Duties.

(a) The Bank of New York Mellon Trust Company, N.A., is hereby appointed as the initial authenticating agent, bond registrar, transfer agent and paying agent (collectively, the "**Paying Agent**"). All fees and expenses incurred for services of the Paying Agent shall be the responsibility of the District and may be paid from the annual *ad valorem* property tax levy supporting the Bonds. The Paying Agent shall keep accurate records of all funds administered by it and all of the Bonds paid and discharged by it.

(b) Unless otherwise provided, the office of the Paying Agent designated by the Paying Agent shall be the place for the payment of principal of, premium, if any, and interest on the Bonds.

SECTION 32. Liability of Paying Agent. The Paying Agent makes no representations as to the validity or sufficiency of this Resolution or of any Bonds issued hereunder or as to the security afforded by this Resolution, and the Paying Agent shall incur no liability in respect hereof or thereof.

SECTION 33. Evidence on Which Paying Agent May Act. The Paying Agent, upon receipt of any notice, resolution, request, consent, order, certificate, report, opinion, bond, or other paper or document furnished to it pursuant to any provision of this Resolution, shall examine such instrument to determine whether it conforms to the requirements of this Resolution and shall be protected in acting upon any such instrument believed by it to be genuine and to have been signed or presented by the proper party or parties. The Paying Agent may consult with counsel, who may or may not be counsel to the District, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it under this Resolution in good faith and in accordance therewith.

SECTION 34. Compensation. The District shall pay to the Paying Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of its attorneys, agents, and employees, incurred in and about the performance of their powers and duties under this Resolution, all of which may, pursuant to Education Code Section 15232, be paid from the County's annual levy of *ad valorem* property taxes.

SECTION 35. Ownership of Bonds Permitted. The Paying Agent or the Underwriters may become the Owner of any Bonds.

SECTION 36. Resignation or Removal of Paying Agent and Appointment of Successor.

(a) The initially appointed Paying Agent may resign from service as Paying Agent at any time. Prior to such resignation a new Paying Agent shall be appointed by the District in accordance with applicable law, which shall be the Treasurer or a bank or trust company doing business in and having a corporate trust office in Dallas, Texas or Los Angeles or San Francisco, California, with at least \$50,000,000 in net assets. Such successor Paying Agent shall signify the acceptance of its duties and obligations hereunder by executing and delivering to the District a written acceptance thereof. Resignation of the initial or a successor Paying Agent shall be effective upon appointment and acceptance of a successor Paying Agent.

(b) Any Paying Agent appointed may resign from service as Paying Agent and may be removed at any time by the District as provided in the Paying Agent's service agreement. If at any time the Paying Agent shall resign or be removed, a new Paying Agent shall be appointed in accordance with applicable law, which shall be either the Treasurer or a bank or trust company doing business in and having a corporate trust office in Dallas, Texas or Los Angeles or San Francisco, California, with at least \$50,000,000 in net assets. Such successor Paying Agent shall signify the acceptance of its duties and obligations hereunder by executing and delivering to the District, a written acceptance thereof. Resignation or removal of the Paying Agent shall be effective upon appointment and acceptance of a successor Paying Agent.

(c) In the event of the resignation or removal of the Paying Agent, such Paying Agent shall pay over, assign and deliver any moneys held by it as Paying Agent to its successor. The District shall promptly provide notice of the name and principal corporate trust office address of the Paying Agent appointed to replace any resigned or removed Paying Agent to the Owners of the Bonds by first class mail, postage prepaid, at their addresses appearing on the Bond Register.

SECTION 37. Investment of Certain Funds. Moneys held in all funds and accounts established hereunder shall be invested and reinvested in Authorized Investments to the fullest extent practicable as shall be necessary to provide moneys when needed for payments to be made from such funds and accounts, subject to any conditions in the Nonarbitrage Certificate. Nothing in this Resolution shall prevent any investment securities acquired as investments of funds held hereunder from being issued or held in book entry form on the books of the Department of Treasury of the United States. All investment earnings on amounts on deposit in the Debt Service Fund shall remain on deposit in such fund.

SECTION 38. Valuation and Sale of Investments. Obligations purchased as an investment of moneys in any fund or account shall be deemed at all times to be a part of such fund or account. Profits or losses attributable to any fund or account shall be credited or charged to such fund or account. In computing the amount in any fund or account created under the provisions of this Resolution for any purpose provided in this Resolution, obligations purchased as an investment of moneys therein shall be valued at cost, plus, where applicable, accrued interest.

SECTION 39. Supplemental Resolutions with Consent of Owners. This Resolution, and the rights and obligations of the District and of the Owners of the Bonds issued hereunder, may be modified or amended at any time by a Supplemental Resolution adopted by the District with the written consent of Owners owning at least 60% in aggregate Principal Amount of the Outstanding Bonds, exclusive of Bonds, if any, owned by the District. Notwithstanding the foregoing, no such modification or amendment shall, without the express consent of the Owner of each Bond affected, reduce the Principal Amount of any Bond, reduce the interest rate payable thereon, advance the earliest redemption date thereof, extend its maturity or the times for paying interest thereon or change the monetary medium in which principal and interest is payable, nor shall any modification or amendment reduce the percentage of consents required for amendment or modification. No such Supplemental Resolution shall change or modify any of the rights or obligations of any Paying Agent without its written assent thereto. Notwithstanding anything herein to the contrary, no such consent shall be required if the Owners are not directly and adversely affected by such amendment or modification.

SECTION 40. Supplemental Resolutions Effective Without Consent of Owners. For any one or more of the following purposes and at any time or from time to time, a Supplemental Resolution of the District may be adopted, which, without the requirement of consent of the Owners, shall be fully effective in accordance with its terms:

(a) To add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(b) To add to the limitations and restrictions in this Resolution, other limitations and restrictions to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(c) To confirm as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by this Resolution, of any moneys, securities or funds, or to establish any additional funds, or accounts to be held under this Resolution;

(d) To cure any ambiguity, supply any omission, or cure to correct any defect or inconsistent provision in this Resolution; or

(e) To amend or supplement this Resolution in any other respect, provided such Supplemental Resolution does not, in the opinion of Bond Counsel, adversely affect the interests of the Owners.

SECTION 41. Effect of Supplemental Resolution. Any act done pursuant to a modification or amendment so consented to shall be binding upon the Owners of all the Bonds and shall not be deemed an infringement of any of the provisions of this Resolution, whatever the character of such act may be, and may be done and performed as fully and freely as if expressly permitted by the terms of this Resolution, and after consent relating to such specified matters has been given, no Owner shall have any right or interest to object to such action or in any manner to question the propriety thereof or to enjoin or restrain the District or any officer or agent thereof from taking any action pursuant thereto.

SECTION 42. Defeasance. If any or all Outstanding Bonds shall be paid and discharged in any one or more of the following ways:

(i) by paying or causing to be paid the principal of, premium, if any, and interest on such Bonds, and when the same become due and payable;

(ii) by depositing with the Paying Agent or with a duly appointed escrow agent, in trust, at or before maturity, cash which together with the amounts then on deposit in the Debt Service Fund (and the accounts therein other than amounts that are not available to pay Debt Service) together with the interest to accrue thereon without the need for further investment, is fully sufficient to pay such Bonds at maturity thereof, including any premium and all interest thereon, notwithstanding that any Bonds shall not have been surrendered for payment; or

(iii) by depositing with an institution that meets the requirements of serving as successor Paying Agent pursuant to Section 36 selected by the District, in trust, lawful money or noncallable direct obligations issued by the United States Treasury (including State and Local Government Series) or obligations which are unconditionally guaranteed by the United States of America and permitted under Section 149(b) of the Code and Regulations which, in the opinion of nationally recognized bond counsel, will not impair the exclusion from gross income for federal income tax purposes of interest on the Bonds, in such amount as will, together with the interest to accrue thereon without the need for further investment, be fully sufficient to pay and discharge such Bonds at maturity or earlier redemption thereof, for which notice has been given or provided for, including any premium and all interest thereon, notwithstanding that any Bonds shall not have been surrendered for payment;

then all obligations of the District and the Paying Agent under this Resolution with respect to such Bonds shall cease and terminate, except only the obligation of the Paying Agent to pay or cause to be paid to the Owners of such Bonds all sums due thereon, and the obligation of the District to pay to the Paying Agent amounts owing to the Paying Agent under Section 34 hereof.

SECTION 43. Bond Insurance.

If an Authorized Officer determines it to be in the best interests of the District, bond insurance or other credit enhancement shall be obtained with respect to the Bonds. If bond insurance or other credit enhancement with respect to the Bonds is obtained, the Authorized Officers are hereby authorized to make such changes to the documents approved by this Resolution as such officers and agents may approve as being in the best interests of the District, such action to be conclusively evidenced by the execution and delivery thereof.

SECTION 44. Approval of Actions; Miscellaneous.

(a) The Authorized Officers of the District are each hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all certificates, statements, disclosures, notices, contracts, or other documents which they may deem necessary or advisable in order to proceed with the sale and issuance of the Bonds or otherwise

carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

(b) The County, the Board of Supervisors, officers, agents, and employees shall not be responsible for any proceedings or the preparation or contents of any resolutions, certificates, statements, disclosures, notices, contracts, or other documents relating to the sale and issuance of the Bonds.

(c) The principal of and interest and redemption premium (if any) on the Bonds shall not constitute a debt or an obligation of the County, the Board of Supervisors, officers, agents, or employees, and the County, the Board of Supervisors, officers, agents, and employees thereof shall not be liable thereon. In no event shall the principal of and interest and redemption premium (if any) on any Bond be payable out of any funds or property of the County.

(d) The Clerk shall send a certified copy of this Resolution, together with the final debt service schedule for the Bonds, to the Treasurer.

SECTION 45. Conflicts. If there is any inconsistency or conflict between any provision of this Resolution and any provision of the Contract of Purchase, the Contract of Purchase prevails to the extent of the inconsistency or conflict. If there is any inconsistency or conflict between any provision of this Resolution and any provision of the Nonarbitrage Certificate, the Nonarbitrage Certificate prevails to the extent of the inconsistency or conflict.

SECTION 46. Effective Date. This Resolution shall take effect immediately upon its adoption.

ADOPTED, SIGNED AND APPROVED this 12th day of November, 2014, by the Board of Education of the West Contra Costa Unified School District of Contra Costa County, State of California, at a regularly scheduled meeting held in Richmond, California, at a location freely accessible to the public, by the following roll-call vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_  
President, Board of Education

Attest:

By: \_\_\_\_\_  
Clerk, Board of Education



**EXHIBIT A**

**FORM OF BOND**

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AS DEFINED IN THE RESOLUTION) TO THE BOND REGISTRAR FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

UNITED STATES OF AMERICA

STATE OF CALIFORNIA

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT  
(CONTRA COSTA COUNTY, CALIFORNIA)  
GENERAL OBLIGATION BONDS  
201\_\_ ELECTION, 2015 SERIES \_\_**

\$ \_\_\_\_\_

No. \_\_\_\_\_

Interest Rate

Maturity Date

Dated Date

CUSIP

\_\_\_%

August 1, 20\_\_

Date of Delivery

REGISTERED OWNER: CEDE & Co.

PRINCIPAL AMOUNT:

The West Contra Costa Unified School District (the "District"), a unified school district duly organized and existing under the laws of the State of California, located within the County of Contra Costa (the "County"), State of California (the "State"), for value received, hereby acknowledges itself indebted and promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount set forth above, on the Maturity Date set forth above, together with interest thereon from the Dated Date set forth above until the Principal Amount hereof shall have been paid or provided for, in accordance with the Resolution hereinafter referred to, at the Interest Rate set forth above. Interest on this Bond is payable on August 1, 2015 and semiannually thereafter on the first day of February and August (each, an "Interest Payment Date") in each year to the registered owner hereof (the "Owner") from the Interest Payment Date next preceding the date on which this Bond is registered (unless it is registered after the close of business on the fifteenth calendar day of the month next preceding any Interest Payment Date (a "Record Date") and before the close of business on the immediately following Interest Payment Date, in which event it shall bear interest from such following Interest Payment Date, or unless this Bond is registered prior to the close of business on July 15, 2015, in which

event it shall bear interest from its date; *provided, however*, that if at the time of registration of this Bond interest with respect hereto is in default, interest with respect hereto shall be payable from the Interest Payment Date to which interest has previously been paid or made available for payment. The principal amount hereof is payable at the office of the Bank of New York Mellon Trust Company, N.A., as initial paying agent (the "Paying Agent"), in Dallas, Texas. The interest hereon is payable by check or draft mailed by first class mail to each Owner, at his address as it appears on the registration books kept by the Paying Agent as of the Record Date, or by wire transfer to any Owner of \$1,000,000 aggregate principal amount of such Bonds, to the account specified by such Owner in a written request delivered to the Paying Agent on or prior to the Record Date for such Interest Payment Date; *provided, however*, that payments of defaulted interest shall be payable to the person in whose name such Bond is registered at the close of business on a special record date fixed therefor by the Paying Agent, which shall not be more than fifteen days and not less than ten days prior to the date of the proposed payment of defaulted interest.

The Bonds of this issue are comprised of \$\_\_\_\_\_ principal amount of Bonds. This Bond is issued by the District under and in accordance with the provisions of (i) Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State (the "Act"); (ii) applicable provisions of the Education Code of the State; and (iii) Article XIII A of the California Constitution, and pursuant to a resolution of the Board of Education of the District adopted on November 12, 2014 (the "Resolution"). Reference is hereby made to the Resolution, a copy of which is on file at the District, for a description of the terms on which the Bonds are delivered, and the rights thereunder of the Owners of the Bonds and the rights and duties of the Paying Agent and the District, to all of the provisions of which the Owner of this Bond, by acceptance hereof, assents and agrees. All capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in the Resolution. The Bonds were authorized by a vote of more than 55% of the qualified electors of the District voting on the proposition at a general election held therein on [June 8, 2010][November 6, 2012], to determine whether such Bonds should be issued.

Reference is made to the Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Bonds of this series, the rights, duties and obligations of the District, the County, the Paying Agent and the Owners, and the terms and conditions upon which the Bonds are issued and secured. The Owner of this Bond assents, by acceptance hereof, to all of the provisions of the Resolution.

This Bond is a general obligation of the District, payable as to both principal and interest from *ad valorem* property taxes which, under the laws now in force, may be levied without limitation as to rate or amount upon all of the taxable property in the District. Neither the payment of the principal of this Bond, or any part thereof, nor any interest or premium hereon constitute a debt, liability or obligation of the County.

The Bonds maturing on or before August 1, 20\_\_ shall not be subject to redemption prior to their maturity dates. The Bonds maturing on or after August 1, 20\_\_ may be redeemed before maturity at the option of the District, from any source of funds, on August 1, 20\_\_ or on any date thereafter as a whole, or in part. For the purposes of such selection, Bonds will be deemed to

consist of \$5,000 portions by principal amount, and any such portion may be separately redeemed.

Bonds maturing on August 1, 20\_\_, are subject to mandatory sinking fund redemption on August 1 of each year, commencing August 1, 20\_\_, in the following principal amounts, at a redemption price of par, plus accrued interest to the redemption date:

Mandatory Sinking Fund <u>Payment Date</u>	Mandatory Sinking <u>Fund Payment</u>
August 1, 20__	\$
August 1, 20__	
August 1, 20__	
August 1, 20__	

Whenever provision is made for the redemption of Bonds and less than all outstanding Bonds are to be redeemed, the Paying Agent, upon written instruction from the District given at least 45 days prior to the date designated for such redemption, shall select Bonds for redemption in such order as the District may direct. Within a maturity, the Paying Agent shall select Bonds for redemption as directed by the District, or, in the absence of such direction, in inverse order of maturity and within a maturity, by lot. The portion of any Bond to be redeemed in part shall be in the principal amount of \$5,000 or any integral multiple thereof.

This Bond is issued in fully registered form. Registration of this Bond is transferable by the Owner hereof, in person or by his attorney duly authorized in writing, at the aforesaid offices of the Paying Agent, but only in the manner, subject to the limitations, and upon payment of the charges, provided in the Resolution and upon surrender and cancellation of this Bond. Upon such registration of transfer, a new Bond or Bonds of like tenor and maturity in the same Transfer Amount and in authorized denominations will be issued to the transferee in exchange herefor. The District and the Paying Agent may treat the Owner hereof as the absolute owner hereof for all purposes, whether or not this Bond shall be overdue, and shall not be affected by any notice to the contrary.

The Paying Agent shall not be required to register the transfer or exchange of any Bond (i) during the period beginning at the close of business on any Record Date through the close of business on the immediately following Interest Payment Date, or (ii) that has been called or is subject to being called for redemption, during a period beginning at the opening of business 15 days before any selection of Bonds to be redeemed through the close of business on the applicable redemption date, except for the unredeemed portion of any Bond to be redeemed only in part.

The rights and obligations of the District and of the owners of the Bonds may be modified or amended at any time by a supplemental resolution adopted by the District with the written consent of owners of at least 60% in aggregate Principal Amount of the Outstanding Bonds, exclusive of Bonds, if any, owned by the District; *provided, however*, that no such modification or amendment shall, without the express consent of the Owner of each Bond affected, reduce the Principal Amount of any Bond, reduce the interest rate payable thereon,

advance the earliest redemption date thereof, extend its maturity or the times for paying interest thereon or change the monetary medium in which the principal and interest is payable, nor shall any modification or amendment reduce the percentage of consents required for amendment or modification hereof.

A supplemental resolution of the District may be adopted, which, without the requirement of consent of the registered owners, shall be fully effective in accordance with its terms: (1) to add to the covenants and agreements of the District in the Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with the Resolution as theretofore in effect; (2) to add to the limitations and restrictions in the Resolution, other limitations and restrictions to be observed by the District which are not contrary to or inconsistent with the Resolution as theretofore in effect; (3) to confirm as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by the Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under the Resolution; (4) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in the Resolution; or (5) to amend or supplement the Resolution in any other respect, provided such supplemental resolution does not, in the opinion of nationally recognized bond counsel, adversely affect the interests of the owners.

If this Bond is called for redemption and the principal amount of this Bond plus premium, if any, and accrued interest due with respect hereto are duly provided therefor as specified in the Resolution, then interest shall cease to accrue with respect hereto from and after the date fixed for redemption.

This Bond shall not become valid or obligatory for any purpose until the Certificate of Authentication hereon endorsed shall have been dated and executed manually by the Paying Agent.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED, that an election was duly and legally called, held and conducted, and the notices thereof duly given, and the results thereof canvassed and declared in accordance with the provisions of the Act and that all of the proceedings of the Board of Education of the District in the matter of the issuance of this Bond were regular and in strict accordance with the provisions of the Act, including the Constitution of the State, that the total bonded indebtedness of the District, including the issue of which this Bond is a part, does not exceed any limit prescribed by said Act, and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due.

IN WITNESS WHEREOF, the West Contra Costa Unified School District has caused this Bond to be executed in their official capacities by the manual or facsimile signature of the President of the Board of Education of the District and countersigned by the manual or facsimile signature of the Clerk of the Board of Education of the District as of the date stated above.

WEST CONTRA COSTA UNIFIED SCHOOL  
DISTRICT

By: \_\_\_\_\_ [Form Document] \_\_\_\_\_  
President of the Board of Education

Countersigned:

By: \_\_\_\_\_ [Form Document] \_\_\_\_\_  
Clerk of the Board of Education

The following Certificate of Authentication shall be printed on each Bond:

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within-mentioned Resolution of the Board of Education of the West Contra Costa Unified School District.

DATED: \_\_\_\_\_, 201\_

THE BANK OF NEW YORK MELLON  
TRUST COMPANY, N.A., as Paying Agent

By: \_\_\_\_\_  
Authorized Officer

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned registered owner hereby sells, assigns and transfers unto

Name of Transferee: \_\_\_\_\_

Address for Payment of Interest: \_\_\_\_\_

\_\_\_\_\_  
Social Security Number or other Tax Identification No.:

the within-mentioned Bond and hereby irrevocably constitutes and appoints attorney, to transfer the same on the books of the Paying Agent with full power of substitution in the premises.

Registered Owner

Dated:

NOTICE: The signature on this Assignment must correspond with the name as written on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature \_\_\_\_\_  
guaranteed

[Bank, Trust Company or Firm]

By \_\_\_\_\_  
Authorized Officer

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

**EXHIBIT B**

**FORM OF 15c2-12 CERTIFICATE**

With respect to the proposed sale of its General Obligation Bonds, 2010 Election, 2015 Series C and its General Obligation Bonds, 2012 Election, 2015 Series B, in the maximum aggregate principal amount of not to exceed \$135,000,000, the West Contra Costa Unified School District (the “**District**”) has delivered to you a Preliminary Official Statement, dated as of the date hereof (the “**Preliminary Official Statement**”). The District, for purposes of compliance with Rule 15c2-12 of the Securities Exchange Commission (“**Rule 15c2-12**”), deems the Preliminary Official Statement to be final as of its date, except for the omission of no more than the information permitted under Rule 15c2-12.

WEST CONTRA COSTA UNIFIED SCHOOL  
DISTRICT

Dated: \_\_\_\_\_, 2015

By:           [FORM ONLY]            
Authorized Officer



## EXHIBIT C

### INFORMATION FOR LONG-MATURITY BONDS

These percentages, the aggregate amount to be issued and the payback ratio are all estimates and market conditions at the time of pricing will dictate the actual numbers. In no event will the payback ratio exceed 4.00:1.00, the maximum established under AB 182.

**Part 1. Financing Term and Maturity**

Final Maturity Date for Bonds: August 1, 2054

**Part 2. Repayment Ratio**

Less than 3 to 1

**Part 3. Estimated Change in Assessed Valuation**

See 3.A. attached

**Part 4. Comparison of Overall Costs**

See 4.A. attached

**Part 5. Reasons for Including Long-Maturity Bonds**

1. The majority of proceeds are funding construction of permanent facilities with lives longer than the term of the Bonds.

2. Without using Long-Maturity Bonds, unknown future assessed values could preclude the District under related tax rate requirements from using all of the funding under the Bond Measures approved at the 2010 Election and the 2012 Election for many years, and so would not be able to complete its present construction and modernization program.

**Part 6. Municipal Securities Rulemaking Board, Rule G-17 Letters from Underwriters**

See 6.A. attached.

**Attachment 3.A.**

<u>Year</u>	<u>AV Growth History and Projections (per annum)</u>
2011-12*	1.11%
2012-13*	6.60
2013-14*	(5.96)
2014-15*	10.74
2015-16	4.00
and thereafter	4.00

---

\* Actual

**Attachment 4.A.**

**2010 Measure D  
Debt Service Comparison**

	<u>Proposed Structure (40-year maturity)</u>	<u>Alternate Structure 30-year maturity</u>
<b>Principal</b>	\$50,000,000	\$50,000,000
<b>Interest</b>	<u>73,764,221</u>	<u>53,501,889</u>
<b>Total Debt Service</b>	<u>\$123,764,221</u>	<u>\$103,501,889</u>
 <b>Repayment Ratio</b>	 2.48 to 1	 2.07 to 1

**Tax Rates Following the Issuance of the Bonds:**

Proposed Structure (40-year maturity):

Maximum tax rate of all bonds issued under the 2010 Election: \$60 per \$100,000

Alternate Structure (30-year maturity):

Maximum tax rate of all bonds issued under the 2010 Election: \$60 per \$100,000

**2012 Measure E  
Debt Service Comparison**

	<u>Proposed Structure (40-year maturity)</u>	<u>Alternate Structure 30-year maturity</u>
<b>Principal</b>	\$85,000,000	\$85,000,000
<b>Interest</b>	<u>120,328,172</u>	<u>90,379,444</u>
<b>Total Debt Service</b>	<u>\$205,328,172</u>	<u>\$175,379,444</u>
 <b>Repayment Ratio</b>	 2.42 to 1	 2.06 to 1

**Tax Rates Following the Issuance of the Bonds:**

Proposed Structure (40-year maturity):

Maximum tax rate of all bonds issued under the 2012 Election: \$60 per \$100,000

Alternate Structure (30-year maturity):

Maximum tax rate of all bonds issued under the 2012 Election: \$60 per \$100,000

**Attachment 6.A.**

\$ \_\_\_\_\_  
**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT**  
**(CONTRA COSTA COUNTY, CALIFORNIA)**

\$ \_\_\_\_\_  
**General Obligation Bonds**  
**2010 Election, 2015 Series C**

\$ \_\_\_\_\_  
**General Obligation Bonds**  
**2012 Election, 2015 Series B**

**CONTRACT OF PURCHASE**

February \_\_\_\_, 2015

Board of Education  
West Contra Costa Unified School District  
1108 Bissell Avenue  
Richmond, California 94805

Ladies and Gentlemen:

The undersigned, Piper Jaffray & Co., acting as representative (the "Representative") of itself, Stifel, Nicolaus and Company, Incorporated and Backstrom McCarley Berry & Co., LLC as underwriters (collectively, the "Underwriters"), acting on our own behalf and not as fiduciary agents for you, offers to enter into this Contract of Purchase (the "Purchase Contract") with West Contra Costa Unified School District (the "District"), which, upon your acceptance hereof, will be binding upon the District and the Underwriters. By execution of this Purchase Contract, the District and the Underwriters acknowledge the terms hereof and recognize that they will be bound by certain of the provisions hereof, and to the extent binding thereupon, acknowledge and agree to such terms. This offer is made subject to the written acceptance of this Purchase Contract by the District and delivery of such acceptance to us at or prior to 11:59 P.M., California Time, on the date hereof.

1. **Purchase and Sale of the Bonds.** Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriter hereby agrees to purchase from the District for reoffering to the public, and the District hereby agrees to sell to the Underwriters for such purpose, all (but not less than all) of \$\_\_\_\_\_ in aggregate principal amount of the District's General Obligation Bonds, 2010 Election, 2015 Series C comprised of \$\_\_\_\_\_ (the "2010 Series C Bonds"), and \$\_\_\_\_\_ General Obligation Bonds, 2012 Election, 2015 Series B (the "2012 Series B Bonds" and collectively with the 2010 Series C Bonds, the "Bonds"). The Bonds will be issued as current interest bonds shall bear interest at the rates with the yields to maturity (or yields to the call date), and shall mature in the years as shown on Exhibit A hereto, which is incorporated herein by this reference. The Bonds are subject to redemption prior to their stated maturity dates, as set forth in Exhibit A hereto. The Bonds shall otherwise be as described in, and shall be issued and secured pursuant to the provisions of the Resolution of the Board of Education of the District adopted on November \_\_\_\_, 2014 (the "Resolution") and pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State, as amended (the "Act"),

applicable provisions of the Education Code of the State and Article XIII A of the State Constitution.

The Underwriters shall purchase (i) the 2010 Series C Bonds at a price of \$ \_\_\_\_\_, consisting of the aggregate principal amount of such Bonds in the amount of \$ \_\_\_\_\_, plus original issue premium of \$ \_\_\_\_\_ and less an Underwriters' discount of \$ \_\_\_\_\_, and (ii) the 2012 Series B Bonds at a price of \$ \_\_\_\_\_, consisting of the aggregate principal amount of such Bonds in the amount of \$ \_\_\_\_\_ plus original issue premium of \$ \_\_\_\_\_ and less an Underwriters' discount of \$ \_\_\_\_\_. At the request of the District, on the Closing Date (as defined herein), the Representative will wire the amount of \$ \_\_\_\_\_ to the Paying Agent (as defined below) to pay costs of issuance, as provided in Section 11 hereof.

Inasmuch as this purchase and sale represents a negotiated transaction, the District understands, and hereby confirms, that (i) the purchase and sale of the Bonds pursuant to this Purchase Contract is an arm's-length commercial transaction among the District and the Underwriters; (ii) in connection with such transaction, the Underwriters are acting solely as principals and not as agents, fiduciaries or financial advisors to the District (and not as a Municipal Advisor (as defined in Section 15B of the Securities Exchange Act of 1934, as amended (the "1934 Act")); (iii) the Underwriters have not assumed a fiduciary responsibility in favor of the District with respect to: (x) the offering of the Bonds or the process leading thereto (whether or not the Underwriters, or any affiliate of either Underwriter, has advised or is currently advising the District on other matters); or (y) any other fiduciary or contractual obligation to the District except the obligations expressly set forth in this Purchase Contract; (iv) the Underwrites have financial and other interests that differ from those of the District, and (v) the District has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Bonds. The District further acknowledges that it previously received from each of the Underwriters a letter regarding Municipal Securities Rulemaking Board ("MSRB") Rule G-17 Disclosures, and that it has provided to each Underwriter acknowledge of receipt of such letters. The District also acknowledges and represents that it has engaged KNN Public Finance, a Division of Zions First National Bank as its municipal advisor (as defined in Securities and Exchange Commission Rule 15Ba1) and will rely solely on the financial advice of KNN Public Finance, a Division of Zions First National Bank, with respect to the Bonds.

2. **The Bonds.** The Bonds shall be dated as of their date of delivery and shall mature on August 1 in the years shown on Exhibit A hereto, with a final maturity as set forth in Exhibit A. Interest on the Bonds shall accrue from the date of delivery thereof and is payable semiannually on February 1 and August 1 of each year, commencing on August 1, 2015 (each, an "Interest Payment Date"). The Bonds are issued in denominations of \$5,000 or any integral multiple thereof, shall otherwise be as described in the Official Statement (defined herein), and shall be issued and secured pursuant to the provisions of the Resolution, this Purchase Contract and the Act.

The Paying Agent for the Bonds, as designated by the Resolution, shall be The Bank of New York Mellon Trust Company, N.A. (the "Paying Agent").

The Bonds shall be executed and delivered under and in accordance with the provisions of this Purchase Contract and the Resolution. The Bonds shall be in book-entry form, shall bear CUSIP numbers, and shall be in fully registered form, registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC").

The proceeds of the sale of the Bonds are expected to be applied to (i) finance the construction, improvement, furnishing and equipping of certain District facilities and (ii) pay costs of issuance of the Bonds.

3. **Use of Documents.** The District hereby authorizes the Underwriters to use, in connection with the offering and sale of the Bonds, this Purchase Contract, the Official Statement (as defined below), the Resolution and all information contained herein and therein and all of the documents, certificates or statements furnished by the District to the Underwriters in connection with the transactions contemplated by this Purchase Contract.

4. **Public Offering of the Bonds.** The Underwriters agree to make a *bona fide* public offering of all the Bonds at the initial public offering prices or yields to be set forth on the cover or inside cover page of the Official Statement and may subsequently change such offering prices without any requirement of prior notice. The Underwriters may offer and sell Bonds to certain dealers (including dealers depositing Bonds into investment trusts) and others at prices lower than the public offering prices stated in the Official Statement.

5. **Official Statement.** The District has caused to be drafted and consents to the use of a Preliminary Official Statement, dated February \_\_, 2015 (the "Preliminary Official Statement"), including the cover page, the inside cover page and appendices thereto, relating to the Bonds. The District represents that it deems the Preliminary Official Statement to be final as of its date, except for either revision or addition of the offering price(s), interest rate(s), yield(s) to maturity, selling compensation, aggregate principal amount, principal amount per maturity, delivery date, rating(s) and other terms of the Bonds which depend upon the foregoing as provided in and pursuant to Rule 15c2-12 of the Securities and Exchange Commission under the Securities and Exchange Act of 1934, as amended (the "Rule"). The Preliminary Official Statement was prepared by or on behalf of the District for use by the Underwriters in connection with the public offering, sale and distribution of the Bonds.

The District hereby authorizes the preparation of a final Official Statement respecting the Bonds following the execution hereof (the "Official Statement") and the District hereby authorizes the use thereof by the Underwriters in connection with the public offering and sale of the Bonds. The District shall provide, or cause to be provided, to the Underwriter as soon as practicable after the date of the District's acceptance of this Purchase Contract (but, in any event, not later than seven business days after the execution hereof, and in sufficient time to accompany any confirmation of a sale of Bonds) copies of the Official Statement, which is complete as of the date of its delivery to the Underwriters, in such reasonable quantities as the Representative shall request in order to comply with Section (b)(4) of the Rule and the rules of the MSRB. The Underwriters hereby agree to file the Official Statement with the MSRB.

The Underwriters agree that prior to the time the final Official Statement relating to the Bonds is available, the Underwriters will send to any potential purchaser of the Bonds, upon the request of such potential purchaser, a copy of the Preliminary Official Statement. Such Preliminary Official Statement shall be sent by first-class mail or electronic distribution (or other equally prompt means) not later than the first business day following the date upon which each such request is received.

During the period ending on the 25th day after the End of the Underwriting Period (as defined below) (or such other period as may be agreed to by the District and the Representative), the District (i) shall not supplement or amend the Official Statement or cause the Official Statement to be supplemented or amended without the prior written consent of the

Representative and (ii) shall notify the Underwriters promptly if any event shall occur, or information comes to the attention of the District, that is reasonably likely to cause the Official Statement (whether or not previously supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. If, in the opinion of the Representative, such event requires the preparation and distribution of a supplement or amendment to the Official Statement, the District shall prepare and furnish to the Underwriters, at the District's expense, such number of copies of the supplement or amendment to the Official Statement, in form and substance mutually agreed upon by the District and the Representative, as the Representative may reasonably request. If such notification shall be given subsequent to the Closing, the District also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Representative may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement.

For purposes of this Purchase Contract, the "End of the Underwriting Period" is used as defined in the Rule and shall occur on the later of (a) the date of Closing or (b) when the Underwriters no longer retain an unsold balance of the Bonds; unless otherwise advised in writing by the Representative on or prior to the Closing Date, or otherwise agreed to by the District and the Representative, the District may assume that the End of the Underwriting Period is the Closing Date.

6. **Closing.** At 9:00 a.m., California Time, on March \_\_, 2015, or at such other time or on such other date as shall have been mutually agreed upon by the District and the Representative (the "Closing"), the District will deliver the Bonds in book-entry form, duly executed and registered as provided in Section 2 above to the Underwriters, through the facilities of DTC, with the Resolution, opinions and certificates otherwise called for herein to be delivered at the offices of Nixon Peabody LLC, in San Francisco, California ("Bond Counsel" and "Disclosure Counsel"), or at such other place as the parties may mutually agree upon; and the Underwriters will accept such delivery and pay the purchase price thereof in immediately available funds by wire transfer to an account or accounts within the United States designated by the District.

7. **Representations, Warranties and Agreements of the Underwriters.**  
The Underwriters represent and agree with the District that, as of the date hereof and as of the Closing Date:

- A. The Representative is duly authorized to execute this Purchase Contract and to take any action under this Purchase Contract required to be taken by it.
- B. The Underwriters are in compliance with MSRB Rule G-37 with respect to the District and are not prohibited thereby from acting as underwriters with respect to securities of the District.
- C. The Underwriters have, and have had, no financial advisory relationship, as such term is defined in California Government Code Section 53590(c) or MSRB Rule G-23 with the District with respect to the Bonds, and no investment firm controlling, controlled by or under common control with either Underwriter has or has had any such financial advisory relationship.



8. **Representations, Warranties and Agreements of the District.** The District hereby represents, warrants and agrees with the Underwriters that:

A. The District is a unified school district duly organized and validly existing under the laws of the State of California the ("State"), with the full legal right, power and authority (i) to issue the Bonds pursuant to the Act; (ii) to enter into, execute and deliver this Purchase Contract, and the Continuing Disclosure Undertaking appended to the Official Statement (the "Continuing Disclosure Undertaking"); and (iii) to adopt the Resolution.

B. (i) At or prior to the Closing, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Bonds; (ii) the District has the legal right, power and authority to enter into this Purchase Contract, and the Continuing Disclosure Undertaking, to adopt the Resolution, to perform its obligations under each such document or instrument, and to carry out and effectuate the transactions contemplated by this Purchase Contract and the Resolution; (iii) the execution and delivery or adoption of, and the performance by the District of the obligations contained in the Bonds, the Continuing Disclosure Undertaking, the Resolution, and this Purchase Contract (collectively, the "District Documents") have been duly authorized and such authorization shall be in force and effect at the time of the Closing; (iv) the District Documents constitute valid and legally binding obligations of the District enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and to principles of equity relating to or affecting the enforcement of creditors' rights; and (v) the District has duly authorized the consummation by it of all transactions contemplated by this Purchase Contract and by the Official Statement.

C. No consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any person, organization, court or governmental agency or public body whatsoever is required in connection with the issuance, delivery or sale of the Bonds or the consummation of the other transactions effected or contemplated herein or hereby, except for such actions which may qualify the Bonds for offer and sale under Blue Sky or other securities laws and regulations of such states and jurisdictions of the United States as the Representative may reasonably request, or which have not been taken or obtained; provided, however, that the District shall not be required to subject itself to service of process in any jurisdiction in which it is not so subject as of the date hereof.

D. The District has complied with the requirements of the Internal Revenue Code of 1986, as amended, applicable to the Bonds.

E. The District has a positive certification from the Contra Costa County Office of Education.

F. To the best knowledge of the District, the issuance of the Bonds, and the execution, delivery and performance of the District Documents, and the compliance with the provisions thereof and hereof, do not conflict with or constitute on the part of the District a violation of or default under the Constitution of the State or any existing law, charter, ordinance, regulation, decree, order or

resolution and do not conflict with or result in a violation or breach of, or constitute a default under, any agreement, indenture, mortgage, lease or other instrument to which the District is a party or by which it is bound or to which it is subject.

G. As of the time of acceptance hereof, no action, suit, hearing or investigation is pending or, to the best knowledge of the District, threatened: (i) in any way affecting the existence of the District or in any way challenging the respective powers of the several offices or the titles of the officials of the District to such offices; or (ii) seeking to restrain or enjoin the sale, issuance or delivery of the Bonds, the application of the proceeds of the sale of the Bonds, or the collection of *ad valorem* property taxes available to pay the principal [or Maturity Value] of and interest on the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, this Purchase Contract or the Resolution or contesting the powers of the District or its authority with respect to the Bonds, this Purchase Contract or the Resolution; or (iii) in which a final adverse decision could (a) materially adversely affect the operations of the District or the consummation of the transactions contemplated by this Purchase Contract or the Resolution, (b) declare this Purchase Contract to be invalid or unenforceable in whole or in material part, or (c) adversely affect the exclusion of the interest paid on the Bonds from gross income for federal income tax purposes or the exemption of interest on the Bonds from California personal income taxation.

H. Between the date hereof and the Closing, without the prior written consent of the Representative, neither the District nor the County, on behalf of the District, will issue any bonds, notes or other obligations for borrowed money except for such borrowings as may be described in or contemplated by the Official Statement.

I. Any certificates signed by any officer of the District and delivered to the Underwriters shall be deemed a representation and warranty by the District to the Underwriters, but not by the person signing the same, as to the statements made therein.

J. In accordance with the requirements of the Rule, the District will enter into the Continuing Disclosure Undertaking, upon or prior to the sale of the Bonds, in which the District will undertake, for the benefit of the Owners of the Bonds, to provide certain information as set forth therein. Based on a review of its prior undertakings under the Rule and except as may be disclosed in the Preliminary Official Statement, within the five years preceding the date hereof, the District has not failed to file annual reports or reports of specified events as required by the Rule and the District's previous continuing disclosure undertakings in connection with the delivery or issuance of any debt instruments, bonds, notes or lease-purchase obligations.

K. The District will furnish such information and execute such instruments and take such action in cooperation with the Underwriters as the Representative may reasonably request in order to qualify the Bonds for offering and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Representative may designate and determine the eligibility of the Bonds for investment under the laws of such states

and other jurisdictions and to continue such qualifications in effect so long as may be required for the distribution of the Bonds (provided, however, that the District will not be required to qualify as a foreign corporation or to file any general or special consent to service of process under the laws of any jurisdiction).

L. The Preliminary Official Statement did not, and the Official Statement will not, as of its date (excluding therefrom information relating to DTC, the County of Contra Costa Treasury Pool, and information provided by the Underwriter) contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. If the Official Statement is supplemented or amended, at all times subsequent thereto during the period up to and including the date of Closing, the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which made, not misleading.

M. The financial statements of and other financial information regarding the District contained in the Official Statement fairly represent the financial position and operating results of the District as of the dates and for the periods set forth therein. Since the date of the Preliminary Official Statement, there has been no adverse change of a material nature in such financial position, results of operation or condition, financial or otherwise, of the District. The District is not a party to any litigation or other proceeding pending or, to its knowledge, threatened which, if decided adversely to the District, would have a materially adverse effect on the financial condition of the District.

9. **Conditions to Closing.** The Underwriters have entered into this Purchase Contract in reliance upon the representations and warranties of the District contained herein and the performance by the District of its obligations hereunder and in reliance upon the representations, warranties and agreements to be contained in the documents and instruments to be delivered at the date of Closing. Accordingly, the Underwriters' obligations under this Purchase Contract to purchase, to accept delivery of and to pay for the Bonds are and shall be conditioned upon the performance by the District of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject at the option of the Representative, to the following further conditions, including the delivery by the District of such documents and instruments as are enumerated herein, in form and substance satisfactory to the Representative:

A. The representations and warranties of the District contained herein shall be true, complete and correct in all material respects at the date hereof and at and as of the Closing, as if made at and as of the Closing, and the statements made in all certificates and other documents delivered to the Underwriters at the Closing pursuant hereto shall be true, complete and correct in all material respects on the date of the Closing; and the District shall be in compliance with each of the agreements made by it in this Purchase Contract;

B. At the time of the Closing, (i) the Official Statement, this Purchase Contract, and the Resolution shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in

writing by the Representative; (ii) all actions under the Act which, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby, shall have been duly taken and shall be in full force and effect; and (iii) the District shall perform or have performed all of its obligations required under or specified in the Resolution, this Purchase Contract, or the Official Statement to be performed at or prior to the Closing;

C. No decision, ruling or finding shall have been entered by any court or governmental authority since the date of this Purchase Contract (and not reversed on appeal or otherwise set aside), or to the best knowledge of the District, pending or threatened, which has any of the effects described in Section 8.F. hereof, or contesting in any way the completeness or accuracy of the Official Statement;

D. The Underwriters shall have the right to cancel their obligation to purchase the Bonds if, between the date of this Purchase Contract and the Closing, the market price or marketability of the Bonds, or the ability of the Underwriters to enforce contracts for the sale of the Bonds at the initial offering prices set forth in the Official Statement, shall have been materially adversely affected in the reasonable judgment of the Representative (evidenced by a written notice to the District terminating the obligation of the Underwriters to accept delivery of and pay for the Bonds), by the occurrence of any of the following:

(1) legislation enacted by the Congress of the United States, or passed by either House of the Congress, or favorably reported for passage to either House of the Congress by any Committee of such House to which such legislation has been referred for consideration, or by the legislature of the State, or introduced in the Congress or recommended for passage by the President of the United States, which would have the purpose or effect of changing, directly or indirectly, the State or federal income tax consequences of interest on obligations of the general character of the Bonds in the hands of Owners thereof, or a decision rendered by a court of the United States or the State or by the United States Tax Court, or an order, regulation (final, temporary or proposed) or official statement issued or made:

(i) by or on behalf of the United States Treasury Department, or by or on behalf of the Internal Revenue Service or other federal or State authority, which would have the purpose or effect of changing, directly or indirectly, the State or federal income tax consequences of interest on obligations of the general character of the Bonds in the hands of the holders thereof; or

(ii) by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, to the effect that the Bonds, or obligations of the general character of the Bonds, including any and all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended (the "Securities Act");

(2) the declaration of war or engagement in or material escalation of major military hostilities by the United States or the occurrence of any other national or international emergency or calamity or crisis relating to the effective operation of the government or the financial markets in the United States;

(3) the declaration of a general banking moratorium by federal, New York or State authorities having jurisdiction, or the general suspension of trading on any national securities exchange or fixing of minimum or maximum prices for trading or maximum ranges for prices for securities on any national securities exchange, whether by virtue of a determination by that exchange or by order of the Securities and Exchange Commission or any other governmental authority having jurisdiction;

(4) the imposition by the New York Stock Exchange, other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds, or obligations of the general character of the Bonds, or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by, or the charge to the net capital requirements of, underwriters such as, and including, the Underwriters;

(5) an order, decree or injunction of any court of competent jurisdiction, or order, regulation or official statement by the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws, as amended and then in effect;

(6) any fact or event shall exist or have existed that, in the Representative's judgment, requires or has required an amendment of or supplement to the Preliminary Official Statement or the Official Statement;

(7) there shall have occurred since the date of this Purchase Contract any materially adverse change in the affairs or financial condition of the District;

(8) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds, including the underlying obligations as contemplated by this Purchase Contract or by the Official Statement, or any document relating to the issuance, offering or sale of the Bonds, is or would be in violation of any provision of the federal securities laws at the Closing, including the Securities Act, the Securities and Exchange Act of 1934, as amended, and the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act");

(9) any state Blue Sky or securities commission, or other governmental agency or body, shall have withheld registration, exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto;

(10) any amendment shall have been made to the federal or State Constitution or action by any federal or State court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the District, its property, income securities (or interest thereon) or the validity or enforceability of the levy of taxes to pay principal of and interest on the Bonds;

(11) the purchase of and payment for the Bonds by the Underwriters, or the resale of the Bonds by the Underwriters, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission; or

(12) there shall have occurred or any notice shall have been given of any intended review, possible downgrade or any official statement as to a possible downgrading (such as being placed on "credit watch" or "negative outlook" or any similar qualification), suspension, withdrawal, or negative change in credit watch status by any national rating service of any of the District's debt or lease obligations.

E. At or prior to the date of the Closing, the Underwriter shall receive the following documents, in each case dated as of the Closing Date and satisfactory in form and substance to the Representative:

(1) An approving opinion of Bond Counsel as to the validity and tax-exempt status of the Bonds, dated the date of Closing, addressed to the District;

(2) A reliance letter from Bond Counsel to the effect that the Underwriters may rely upon the approving opinion described in E(1);

(3) A supplemental opinion of Bond Counsel addressed to the District and the Underwriters, in form and substance acceptable to the Representative, dated as of the Closing Date, substantially to the following effect:

(i) the description of the Bonds and the security for the Bonds and statements in the Official Statement on the cover page thereof and under the captions "INTRODUCTION," "THE BONDS", and "TAX MATTERS," to the extent they purport to summarize certain provisions of the Bonds, the Resolution, the Continuing Disclosure Undertaking, and Bond Counsel's approving opinion with respect to the treatment of interest on the Bonds under California or federal law, fairly and accurately summarize the matters purported to be summarized therein; provided that Bond Counsel need not express any opinion with respect to any financial or statistical data or forecasts, numbers, charts, estimates, projections, assumptions

or expressions of opinion, information concerning The Depository Trust Company or related to its book-entry only system, or Appendices A, D and E of the Official Statement;

(ii) the Continuing Disclosure Undertaking and this Purchase Contract have each been duly authorized, executed and delivered by the District and, assuming due authorization, execution and delivery by the other parties thereto, constitute legal, valid and binding agreements of the District enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights and except their such enforcement may be subject to the application of equitable principles and the exercise of judicial discretion in appropriate cases if equitable remedies are sought and by the limitations on legal remedies against public agencies in the State of California; and

(iii) the Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and the Resolution is exempt from qualification as an indenture pursuant to the Trust Indenture Act of 1939, as amended;

(4) A certificate signed by an appropriate official of the District to the effect that (i) such official is authorized to execute this Purchase Contract, (ii) the representations, agreements and warranties of the District herein are true and correct in all material respects as of the date of Closing, (iii) the District has taken all actions required to be taken by it in order to authorize the issuance and delivery of the Bonds and has complied with all the terms of the Resolution and this Purchase Contract to be complied with by the District prior to or concurrently with the Closing and as to the District, such documents are in full force and effect, (iv) such official has reviewed the Official Statement and on such basis, certifies that the Official Statement does not contain any untrue statements of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances in which they were made, not misleading, (v) the Bonds being delivered on the date of the Closing to the Underwriters under this Purchase Contract substantially conform to the descriptions thereof contained in the Resolution and (vi) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court or public body, pending or, to the District's knowledge, threatened against the District contesting in any way the completeness or accuracy of the Official Statement, the issuance of the Bonds by the District or the due adoption of the Resolution;

(5) A tax exemption certificate of the District in form satisfactory to Bond Counsel;

(6) Evidence satisfactory to the Representative that the Bonds shall have been rated "\_\_\_" by Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business, "\_\_\_" by Moody's Investors

Service and “\_\_\_” by Fitch (or such other equivalent ratings as such rating agencies may give) and that such ratings have not been revoked or downgraded;

(7) A certificate, together with a fully executed copy of the Resolution, of the Secretary or Clerk of the Board of Education to the effect that:

(i) such copy is a and correct copy of the Resolution; and

(ii) that the Resolution was duly adopted and has not been modified, amended, rescinded or revoked and is in full force and effect as of the Closing;

(8) An opinion of Disclosure Counsel, addressed to the District, in form and substance satisfactory to the Representative;

(9) A “deemed final” certificate of the appropriate official of the District with respect to the Preliminary Official Statement in accordance with the Rule;

(10) The Continuing Disclosure Undertaking, in substantially the form appended to the Preliminary Official Statement, signed by an appropriate official of the District;

(11) A certificate of the Paying Agent, signed by a duly authorized officer of the Paying Agent, and in form and substance satisfactory to the Representative, to the effect that, to the best of the Paying Agent’s knowledge, no litigation is pending or threatened (either in state or federal courts) (A) seeking to restrain or enjoin the delivery by the Paying Agent of any of the Bonds, or (B) in any way contesting or affecting any authority of the Paying Agent for the delivery of the Bonds or the validity or enforceability of the Bonds or any agreement with the Paying Agent;

(12) An opinion of counsel to the Underwriters in form and substance satisfactory to the Representative; and

(13) Such additional legal opinions, certificates, proceedings, instruments, and other documents as the Representative may reasonably request in order to evidence compliance (i) by the District with legal requirements, (ii) the truth and accuracy, as of the time of Closing, of the representations of the District herein contained and of the Official Statement, and (iii) the due performance or satisfaction by the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the District.

If the District shall be unable to satisfy the conditions to the Underwriter’s obligations contained in this Purchase Contract or if the Underwriters’ obligations shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract may be cancelled by the Representative at, or at any time prior to, the time of Closing. Notice of such cancellation shall be given to the District in writing or by telephone or telecopy, confirmed in writing. Notwithstanding any provision herein to the contrary, the performance of any and all



obligations of the District hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriters may be waived by the Representative in writing at its sole discretion.

10. **Conditions to Obligations of the District.** The performance by the District of its obligations under this Purchase Contract is conditioned upon (i) the performance by the Underwriters of their obligations hereunder; and (ii) receipt by the District and the Underwriters of opinions and certificates being delivered at the Closing by persons and entities other than themselves.

11. **Expenses.** The District shall pay or cause to be paid the costs of issuance associated with the Bonds, including the following: (i) the fees and disbursements of Bond Counsel and Disclosure Counsel; (ii) the cost of the preparation, printing and delivery of the Bonds; (iii) the fees, if any, for Bond ratings, including all expenses related to obtaining the ratings, such as meals, transportation and lodging, if any; (iv) the cost of the printing and distribution of the Official Statement; (v) the fees of the Paying Agent ; and (vi) all other fees and expenses incident to the issuance and sale of Bonds. Any expenses owing following the depletion of said amount shall be paid from lawfully available funds of the District. The District hereby directs the Representative to wire a portion of the purchase price identified in Section 1 hereof, in an amount equal to \$\_\_\_\_\_ to the Paying Agent, for the payment of such costs.

Except as provided above, the Underwriters shall pay (i) all advertising expenses in connection with the public offering of the Bonds; (ii) the fees of the California Debt and Investment Advisory Commission; and (iii) all other expenses incurred by them in connection with the public offering of the Bonds, including the fees and disbursements of counsel retained by the Underwriters.

The District acknowledges that it has had the opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Bonds.

12. **Notices.** Any notice or other communication to be given under this Purchase Contract (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing, if to the District, to the Superintendent of West Contra Costa Unified School District, 1108 Bissell Avenue, Richmond, California, 94805, Attention: Assistant Superintendent, Business Services, or if to the Underwriters, to Piper Jaffray & Co., as Representative, at 50 California Street, Suite 3100, San Francisco, California, 94111, Attention: Jeff Baratta, Managing Director.

13. **Parties In Interest; Survival of Representations and Warranties.** This Purchase Contract, when accepted by the District in writing as heretofore specified, shall constitute the entire agreement between the District and the Underwriters. This Purchase Contract is made solely for the benefit of the District and the Underwriters (including the successors or assigns of the Underwriters). No person shall acquire or have any rights hereunder or by virtue hereof. All the representations, warranties and agreements of the District in this Purchase Contract shall survive regardless of (a) any investigation of any statement in respect thereof made by or on behalf of the Underwriters, (b) delivery of and payment by the Underwriters for the Bonds hereunder, and (c) any termination of this Purchase Contract.

14. **Execution in Counterparts.** This Purchase Contract may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same document.

15. **Integration.** This Purchase Contract, including the exhibits hereto, constitutes the entire agreement among the parties and between any of them, relating to the Bonds, and supersedes all prior agreements and understandings, whether oral or written, concerning the purchase, sale, delivery and terms of payment and redemption, of the Bonds.

16. **Applicable Law.** This Purchase Contract shall be interpreted, governed and enforced in accordance with the law of the State of California applicable to contracts made and performed in such State.

Very truly yours,

**PIPER JAFFRAY & CO.,** as Representative of the Underwriters

By: \_\_\_\_\_  
Managing Director

The foregoing is hereby agreed to and accepted as of the date first above written:

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_  
Sheri Gamba  
Associate Superintendent, Business Services

Accepted at \_\_\_\_\_ p.m., California Time  
on this \_\_\_\_ day of February, 2015.

[Signature page, Contract of Purchase,  
West Contra Costa Unified School District  
2015 General Obligation Bonds]

**EXHIBIT A**

**MATURITY SCHEDULE**

\$ \_\_\_\_\_  
**2010 Series C Bonds**

<u>Maturity Date (August 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>
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\_\_\_\_\_  
\* Term Bonds.

\$ \_\_\_\_\_  
**2012 Series B Bonds**

<u>Maturity Date (August 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>
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\_\_\_\_\_  
\* Term Bonds.

## TERMS OF REDEMPTION

The Bonds are subject to redemption prior to their stated maturity dates as set forth below:

**Optional Redemption of the 2010 Series C Bonds.** The 2010 Series C Bonds maturing on or before August 1, 20\_\_, are not subject to redemption prior to their respective maturity dates. The 2010 Series C Bonds maturing on or after August 1, 20\_\_, may be redeemed before maturity at the option of the District from any source of available funds on any date on or after August 1, 20\_\_, as a whole or in part, at a redemption price equal to the principal amount of the 2010 Series C Bonds called for redemption, with interest accrued thereon to the date of redemption, without premium.

**Optional Redemption of the 2012 Series B Bonds.** The 2012 Series B Bonds maturing on or before August 1, 20\_\_, are not subject to redemption prior to their respective maturity dates. The 2012 Series B Bonds maturing on or after August 1, 20\_\_, may be redeemed before maturity at the option of the District from any source of available funds on any date on or after August 1, 20\_\_, as a whole or in part, at a redemption price equal to the principal amount of the 2012 Series B Bonds called for redemption, with interest accrued thereon to the date of redemption, without premium.

**Mandatory Sinking Fund Redemption of 2010 Series C Bonds.** The 2010 Series C Bonds maturing on August 1, 20\_\_ (the "2010 Series C Term Bonds") are subject to mandatory redemption prior to their stated maturity, in part, from mandatory sinking fund account payments, on August 1 of each year, commencing August 1, 20\_\_, at the principal amount thereof, plus accrued interest to the date fixed for redemption, without premium. The principal amount of such 2010 Series C Term Bonds to be redeemed and the dates therefor will be as follows:

Mandatory Sinking Fund Payment Date (August 1)	Mandatory Sinking Fund Payment
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(1) Maturity.

**Mandatory Sinking Fund Redemption of 2012 Series B Bonds.** The 2012 Series B Bonds maturing on August 1, 20\_\_ (the "2012 Series B Term Bonds") are subject to mandatory redemption prior to their stated maturity, in part, from mandatory sinking fund account payments, on August 1 of each year, commencing August 1, 20\_\_, at the principal amount thereof, plus accrued interest to the date fixed for redemption, without premium. The principal amount of such 2012 Series B Term Bonds to be redeemed and the dates therefor will be as follows:

Mandatory Sinking Fund  
Payment Date  
(August 1)

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Mandatory  
Sinking  
Fund Payment

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<sup>(1)</sup> Maturity.

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

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

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**To:** Board of Education

**Meeting Date:** October 15, 2014

**From:** Bruce Harter  
Superintendent

**Agenda Item:** G.2

**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: 9/30/2014

**Scope:** Reconstruction Project

**Construction Status:**

Architect: WLC Architects  
 Project Manager: Rene Barrera, 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	<b>Original</b>	<b>Approved</b>	<b>Projected</b>
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
  - Wall Ply Installation & Second Floor Wall Layout and Framing
  - Mechanical/Electrical/Plumbing Rough-in & Fire Sprinkler Line Installation
  - Upper Roof Framing
- Building C
  - Ductwork Installation & Mechanical/Electrical/Plumbing Rough-in
  - Metal Roofing
  - Aluminum Window Frame Installation
- Building K
  - Fire Sprinkler Piping & Electrical/Plumbing Rough-In
  - Metal Roof
- Building M
  - Built-up Roof Installation & Weather Barrier & Lath
- Site Work
  - Placed CMU Footings for Trash Enclosure
  - Lunch Shelter Footing
  - Planters at Building A & M

**Anticipated Progress Next Period:**

- Building A
  - First and Second Floor Wall Ply
  - Upper Roof Framing & Electrical and Plumbing Rough-in
  - Gypsum Board Installation at Bottom of TJI Joists
- Building C
  - Plaster Scratch/Brown Coat at Exterior
  - Gypsum Board At Walls
- Building M & K
  - Exterior Siding & Gypsum Wallboard
- Site Work
  - On-site Sewer and Pump Station

**Schedule Assessment/Update:**

Construction Duration (Calendar Days):	510
Construction Calendar Days Elapsed:	271
Construction Calendar Days Remaining:	239
Percent of Construction Completed	43%

<b>Percentage of Work Done</b>	<b>43%</b>	<b>Total Project</b>
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**Proposed Changes:**

**General Comment:**

Progress Photos: 9/30/2014



**Building C - (East) Built Up Roof Placement**



**Footing Form Work for CMU PGE Enclosure**



**Building M - South Exterior Wall Lath Installation**



# PROJECT STATUS REPORT

El Cerrito High School - Stadium

Period Ending: 9/30/2014

**Scope:** Stadium

**Construction Status:**

Architect: WLC Architects  
 Project Manager: Hector DeLeon, SGI Construction Management  
 Project Engineer: Maria Zupo, SGI Construction Management  
 Contractor: Wright Contracting, Inc.  
 Inspector: Kris Gilbert, WCCUSD  
 WCCUSD Mgr: Andrew Mixer

**Contract Status:**

Notice to Proceed:	1/27/2014		
		<b>Original</b>	<b>Approved</b>
Construction Schedule (days):	608		
Original Completion Date:	9/27/2015		
Projected Completion:	9/27/2015		

**Buildings:**

Building A	Restrooms & Visitors Team Room
Building B	Weight Room
Building C	Home Locker Room
Building D	Home Restroom
Building E	Concession & Storage
Building F	Storage
New Bleacher	Bleacher and Press Box

**Progress This Period:**

- Final section of retaining wall along Ashbury.
- Slab of Building C .
- Retaining walls behind building are currently being formed.
- Final grading of track and field.
- Installation of site gas line .
- Building E is underway footing rebar is in place and ready for concrete.

**Anticipated Progress Next Period:**

- Lower Ashbury Retaining wall will be poured.
- Lime treatment of the field and track area will be completed to winterize the site.
- Buildings A, B, C D and E will have various levels of Concrete Masonry Units.

**Schedule Assessment/Update:**

Construction Duration (Calendar Days):	608
Construction Calendar Days Elapsed:	246
Construction Calendar Days Remaining:	362
Percent of Construction Completed:	37%

<b>Percentage of Work Done</b>	<b>37%</b>	<b>Total Project</b>
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**Proposed Changes:**

**General Comment:**

Project is on schedule

Progress Photos: 9/30/2014



Final section of Ashbury Retaining Wall



Building E - Footing excavation



Building C - Team Room ready for concrete slab

# PROJECT STATUS REPORT

## Gompers and LPS Richmond Schools - New Construction

### Period Ending: 9/30/2014

**Scope:** New Construction

**Construction Status:**

Architect: HMC Architects  
 Project Manager: Gregory Smith, SGI Construction Management  
 Project Engineer: Supriya Shrestha, 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		
		<b>Original</b>	<b>Approved</b>
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
  - Solar panels 3<sup>rd</sup> floor roof area.
  - Pulling wires to buildings for solar inverter.
  - Removing scaffold, cleaning up plaster.
  - Gyp board walls & ceilings & soffits.
- Building B
  - Rain screen & plastering.
  - Ribbon windows.
  - Electrical, Plumbing & Mechanical rough in.
- Building C
  - Exterior plaster.
  - Storefront window.
  - Interior gyp board & insulation in 1<sup>st</sup> floor corridors
  - Metal framing in 2<sup>nd</sup> floor.
- SITE
  - Install site fire water.

**Anticipated Progress Next Period:**

- Building A
  - Paint class room walls & install light fixtures in ceilings.
  - Start Tile work.
- Building B
  - Finish wall framing and rough in ready for gyp board
  - Install curtain walls.
- Building C
  - Install louvers.
  - Interior ceiling framing.
- Site
  - Excavate footings at east site wall

**Schedule Assessment/Update:**

Construction Duration (Calendar Days):	1,090
Construction Calendar Days Elapsed:	778
Construction Calendar Days Remaining:	312
Percent of Construction Completed:	71%

<b>Percentage of Work Done</b>	<b>71%</b>	<b>Total Project</b>
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**Proposed Changes:**

**General Comment:**

Project is on schedule

Progress Photos: 9/30/2014



**Building A - Scaffold removed & site walls on 8th street**



**Building B - Gym: Exterior plaster**



**Site: Storefront window**



# PROJECT STATUS REPORT

## Harding Elementary School - Exterior Repairs & Select Roofing Replacement Period Ending: 9/30/2014

**Scope:** Exterior Repairs & Select Roofing Replacement

**Construction Status:**

Architect: Grossman Design Group  
 Project Manager: Willie Robinson  
 Project Engineer:  
 Contractor: Best Contracting Services, Inc.  
 Inspector: Grossman Design Group  
 WCCUSD Mgr: Andrew Mixer

**Contract Status:**

Notice to Proceed:	7/21/2014		
	<b>Original</b>	<b>Approved</b>	<b>Projected</b>
Construction Schedule (days):	56		98
Original Completion Date:	9/15/2014		
Projected Completion:	10/27/2014		

**Buildings:**

Buildings A & A1

**Progress This Period:**

- Dense-Deck at Built-up Roofing
- Built-up Roofing Membrane Installation
- Final Layer of Ice & Water Membrane at Shingle Roof
- Shingles installation
- Surround Flashing at Windows
- Metro Wrap at Walls

**Anticipated Progress Next Period:**

- Continue installing shingles at roofs (Bldgs. A & A-1).
- Continue fabricating windows and storefront Surround Flashings.
- Start resetting windows at Building. A.

**Schedule Assessment/Update:**

Construction Duration (Calendar Days):	98
Construction Calendar Days Elapsed:	72
Construction Calendar Days Remaining:	26
Percent of Construction Completed:	65%

**Percentage of Work Done**                      **65%**                      **Total Project**

**Proposed Changes:**

**General Comment:**

- *The Project Schedule is being reviewed for possible further adjustment to accommodate a five (5) hour work day shift by the Contractor because work cannot start until after 3:00 PM.*
- *During a rain event on September 25<sup>th</sup>, equipment and school materials were damaged. Appropriate corrective measures have been taken.*

Progress Photos: 9/30/2014



Ice & Water Shield



Complete Shingle Installation



Roofing Membrane - looking east

# PROJECT STATUS REPORT

## Korematsu Middle School - New Campus

### Period Ending: 9/30/2014

**Scope:** New Campus Project

**Construction Status:**

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

**Contract Status:**

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

**Buildings:**

Building A	Administration/Classrooms
Building B	Gymnasium
Building C	Classrooms
Building D	Multipurpose

**Progress This Period:**

- Building A - Install Storefronts.
- Building B - Roof Decking.
- Building C - Frame Roof Structure and Elevator Shaft.
- Building D - Gutter at built up Roofing.

**Anticipated Progress Next Period:**

- Building A - Pour Boiler Room Footings and Pads.
- Building B - Complete Wall Framing at Library.
- Building C - Frame 3rd Floor Walls.
- Building D - Installation of Built up Roofing.

**Schedule Assessment/Update:**

Construction Duration (Calendar Days):	960
Construction Calendar Days Elapsed:	469
Construction Calendar Days Remaining:	491
Percent of Construction Completed:	48%

<b>Percentage of Work Done</b>	<b>48%</b>	<b>Total Project</b>
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**Proposed Changes:**

**General Comment:**

Project is on schedule

Progress Photos: 9/30/2014



**Building A - Insulation**



**Building B - Sky Lights GYM Building**



**Building C - Roof Mechanical Parapet Wall Screen**



# PROJECT STATUS REPORT

## Montalvin Elementary School - New Classroom Building

### Period Ending: 9/30/2014

**Scope:** New Classroom Building & Site Work

**Construction Status:**

Architect: Baker Vilar Architects  
 Project Manager: Paul Orr, SGI Construction Management  
 Project Engineer:  
 Contractor: W. A .Thomas, Inc.  
 Inspector: Mark Eriksen  
 WCCUSD Mgr: Eduardo Donoso

**Contract Status:**

Notice to Proceed:	2/3/2014		
	<b>Original</b>	<b>Approved</b>	<b>Projected</b>
Construction Schedule (days):	270		315
Original Completion Date:	10/31/2014		
Projected Completion:	12/15/2014		

**Buildings:**

New Classroom Building & Site Work

**Progress This Period:**

- New Classroom Building:
- Bituminous roofing systems.
  - Building weather barriers.
  - Flashing, door, window, electrical boxes, and fountain mockups.
  - Building siding mockups and installations.
  - Wall Insulations.
- Site Work & Play Yards:
- Finish grading.
  - New AC/Paving for play yard.

**Anticipated Progress Next Period:**

- Installations of aluminum windows, doors & hardware.
- Window Frames surrounds.
- Drywall.

**Schedule Assessment/Update:**

Construction Duration (Calendar Days):	315
Construction Calendar Days Elapsed:	234
Construction Calendar Days Remaining:	81
Percent of Construction Completed:	57%

<b>Percentage of Work Done</b>	<b>57%</b>	<b>Total Project</b>
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**Proposed Changes:**

**General Comment:**

Progress Photos: 9/30/2014



**Interior Insulations**



**Roofing Systems**



**North West elevations weather barriers & finish grading**

# PROJECT STATUS REPORT

## Nystrom Elementary School - Modernization Classroom Building Rehabilitation Period Ending: 9/30/2014

**Scope:** Modernization of existing 48,760 SF classroom and administration building and site improvements.

### Construction Status:

Architect: Interactive Resources  
 Project Manager: Eddie Law, SGI Construction Management  
 Project Engineer: Verna Van, SGI Construction Management  
 Contractor: Roebbelen Contracting, Inc  
 Inspector: Man Wah Cheng  
 WCCUSD Mgr: Andrew Mixer

### Contract Status:

Notice to Proceed:	8/25/2014		
	<b>Original</b>	<b>Approved</b>	<b>Projected</b>
Construction Schedule (days):	480	0	0
Original Completion Date:	12/18/2015		
Projected Completion:	12/18/2015		

### Buildings:

North Wing	Administration / Kindergarten / Classrooms
South Wing	Classrooms

### Progress This Period:

- Mobilization

#### North Wing

- Demolition of Roof Deck Membrane
- Installation of Roof Blocking, Framing, and Plywood Sheathing
- Removal of Transite Panels
- Removal of Redwood Siding and Trim
- Saw-cut Existing Interior Concrete Slabs
- Demolition of Interior Partition Walls

#### South Wing

- Removal of Transite Panels
- Saw-cut, Demolition, and Removal of Existing Interior Concrete Slabs
- Demolition of Interior Partition Walls
- Excavation to Expose interior footings

### Anticipated Progress Next Period:

#### North Wing

- Continuation of Removal of Redwood Siding and Trim
- Continuation of Saw-cut, Demolition, and Removal of Existing Interior Concrete Slabs
- Continuation of Installation of Roof Blocking, Framing, Plywood Sheathing
- Installation of Exterior Awning

#### South Wing

- Continuation of Demolition and Removal of Existing Interior Concrete Slabs
- Demolition of Roof Deck Membrane
- Installation of Roof Blocking, Framing, and Plywood Sheathing
- Removal of Redwood Siding and Trim
- Installation of Interior Shoring

### Schedule Assessment/Update:

Construction Duration (Calendar Days):	480
Construction Calendar Days Elapsed:	37
Construction Calendar Days Remaining:	443
Percent of Construction Completed:	6%

<b>Percentage of Work Done</b>	<b>6 %</b>	<b>Total Project</b>
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### Proposed Changes:

### General Comment:

Progress Photos: 9/30/2014



North Wing - Removed Roof Deck Membrane



North Wing - Removal of Transite Panels



South Wing - Saw-Cut Existing Concrete Slabs



# PROJECT STATUS REPORT

Ohlone Elementary School - Playground & Parking Lot

Period Ending: 9/30/2014

**Scope:** Phase 4-Playground & Parking Lot

**Construction Status:**

Architect: Powell & Partners  
 Project Manager: Sonya Perkins, SGI Construction Management  
 Project Engineer: Lisa Nagai, SGI Construction Management  
 Contractor: BHM Construction  
 Inspector: Mark Eriksen  
 WCCUSD Mgr: Ferdinand Vergeire

**Contract Status:**

Notice to Proceed:	9/8/2014		
	<b>Original</b>	<b>Approved</b>	<b>Projected</b>
Construction Schedule (days):	60		90
Original Completion Date:	11/7/2014		
Projected Completion:	12/7/2014		

**Buildings:**

Playground & Parking Lot

**Progress This Period:**

- Survey/Layout
- Trenching for Storm Drain and Manholes
- Back filling & compaction

**Anticipated Progress Next Period:**

- Installation of Light Poles
- Off haul of soil & Rough Grading

**Schedule Assessment/Update:**

Construction Duration (Calendar Days):	90
Construction Calendar Days Elapsed:	23
Construction Calendar Days Remaining:	67
Percent of Construction Completed:	10%

**Percentage of Work Done**                      **10%**                      **Total Project**

**Proposed Changes:**

**General Comment:**

Progress Photos: 9/30/2014



Backfill of Trench



Storm Drain Work



Trenching / Storm Drain Installation

# PROJECT STATUS REPORT

## Pinole Middle School - Soccer & Football Fields

### Period Ending: 9/30/2014

**Scope:** Soccer & Football Fields

**Construction Status:**

Architect: Powell & Partners Architects  
 Project Manager: Toby Black, SGI Construction Management  
 Project Engineer:  
 Contractor: Roebbelen Construction  
 Inspector: Brad Williamson  
 WCCUSD Mgr: Eduardo Donoso

**Contract Status:**

Notice to Proceed:	5/19/2014		
	<b>Original</b>	<b>Approved</b>	<b>Projected</b>
Construction Schedule (days):	284		321
Original Completion Date:	2/27/2015		
Projected Completion:	4/5/2015		

**Buildings:**

Landscape, Field & Track  
 Restroom Building  
 Fire Lane

**Progress This Period:**

- Curbs/ trench drain at track perimeter
- Irrigation main lines at track perimeter
- Installation of AB at track and fire lane
- Concrete pour of the retaining wall footings
- Installation of the masonry retaining wall
- Perimeter fencing installation at West & South side of site

**Anticipated Progress Next Period:**

- Perimeter fencing installation at East side of site
- Installation of the masonry retaining wall
- Installation of perimeter fencing fabric on South side of site
- Installation of site electrical at North side of track
- Installation of curb/trench drain at north side of track
- Installation of drain rock/perforated pipe/back fill at retaining wall
- Installation of AB at field
- Demolition of existing fencing on East side of site

**Schedule Assessment/Update:**

Construction Duration (Calendar Days):	321
Construction Calendar Days Elapsed:	134
Construction Calendar Days Remaining:	187
Percent of Construction Completed:	42%

<b>Percentage of Work Done</b>	<b>42%</b>	<b>Total Project</b>
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**Proposed Changes:**

**General Comment:**

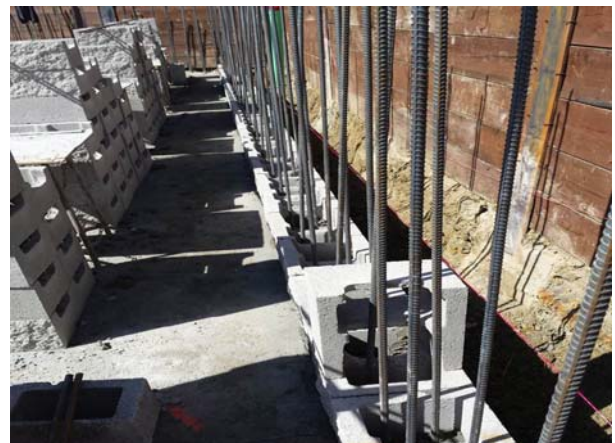
Progress Photos: 9/30/2014



Installation of AB at fire lane & fence poles on South side



Soccer Field - Installation of AB at track



Soccer Field - Installation Retaining wall CMU



# PROJECT STATUS REPORT

## Kennedy High School - Richmond Swim Center

Period Ending: 9/30/2014

**Scope:** Richmond Swim Center at Kennedy High School

**Construction Status:**

Architect: Architects MA  
 Project Manager: Herman Blackmon Jr., Amanco, Inc.  
 Project Engineer:  
 Contractor: Arntz Builders, Inc.  
 Inspector: Brad Williamson  
 WCCUSD Mgr: Andrew Mixer

**Contract Status:**

Notice to Proceed:	4/28/2014		
		<b>Original</b>	<b>Approved</b>
Construction Schedule (days):	365		
Original Completion Date:	4/28/2015		
Projected Completion:	4/28/2015		

**Buildings:**

Buildings A, B, C

**Progress This Period:**

- Install underground Drain Lines of site & Pool
- Sandblast Natatorium Building
- Install Drain Rock & Rebar Main Pool

**Anticipated Progress Next Period:**

- Pour concrete floor of Main Pool
- Install Perimeter Steel

**Schedule Assessment/Update:**

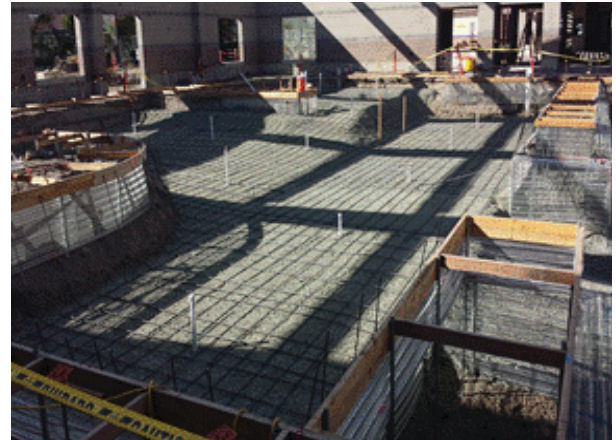
Construction Duration (Calendar Days):	365
Construction Calendar Days Elapsed:	134
Construction Calendar Days Remaining:	231
Percent of Construction Completed:	36%

**Percentage of Work Done**                      **36%**                      **Total Project**

**Proposed Changes:**

**General Comment:**

Progress Photos: 9/30/2014



Pool Framing & Rebar



Site Grading



East Wall Sandblasting