

**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
December 10, 2014

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
MEETING AGENDA
DECEMBER 10, 2014**

BOARD AGENDA PACKETS AND INFORMATION:

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

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

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

VIEWING THE BOARD MEETINGS:

Television:

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

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

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

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

ATTENDING BOARD MEETINGS:

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

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

Time: The **Board of Education's Open Session meeting will begin at 6:30 PM.** The Board will convene at **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.

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

B. OPENING PROCEDURES

- B.1 Swearing In Of New Board Members**
- B.2 Pledge of Allegiance**
- B.3 Welcome and Meeting Procedures**
- B.4 Roll Call**
- B.5 Annual Organization Meeting**

Comment:

Board Bylaw 9100 governs the dimensions of the annual organization meeting. At this meeting, the Board shall:

- Elect a president and a clerk from its members.
- Appoint a secretary to the Board.
- Authorize signatures.
- Develop a schedule of regular meetings for the year.
- Develop a Board calendar for the year.
- Designate Board representatives.

Board policy does not detail procedure for nomination and election of Officers. The Brown Act precludes board members from discussing their vote outside of board meetings with more than one other board member. Nominations for the office of President will be made by any board member without requiring a second after which a roll call vote will be taken. Tie votes will be resolved by a run-off vote. Following the election of the President, the same procedure will be repeated for the office of Clerk.

Recommendation:

That the Board:

1. Elect a president and clerk;
2. That the Board use a separate motion to approve the following routine matters:

Appoint the Superintendent as Secretary to the Board as prescribed by law;

Authorize the President of the Board to sign documents for the Board and for the Clerk to sign documents in the absence of the President;

Affirm the previously adopted schedule of regular meetings in 2015 including: January 7, January 21, February 11, March 4, March 18, April 1, April 22, May 6, May 20, June 10, June 24, and identify dates for the remainder of 2015 including:

July 9, July 22; August 12, September 2, September 16, October 7, October 21, November 4, November 18, December 9.

Establish a Board calendar for 2015 that includes:

- Board Organizational Retreat, January 10
- Budget Hearing, June 10
- Budget Adoption, June 24

Superintendent Evaluation, November 4
Annual Organization Meeting, December 9

Fiscal Impact:

None

B.6 Report/Ratification of Closed Session

B.7 Presentation of Student Board Representative from Middle College High School

* **B.8 Agenda Review and Adoption (Public Comment)**

* **B.9 WCCUSD Public Comment**

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

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

C. BUSINESS ITEMS

CONSENT ITEMS (Routine Matters)

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

*CI **C.1 Acceptance of Donations**

Comment:

The District has received donations as summarized, dated December 10, 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 December 10, 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 November 2014 are provided:

Total of payroll warrants (November 2014):	\$ 10,605,900
Total of vendor warrants (November 2014):	\$ 28,084,061

Recommendation:

Recommend approval of the payroll and vendor warrant reports

Fiscal Impact:

As noted above

***CI C.4 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: \$642,405. Funding sources are Bond Fund and Fund 40.

***CI C.5 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; Ohlone ES Phase 4 Portable Removal Playground; De Anza HS Linked Learning; Pinole Valley HS Off-Site Parking & Traffic Signal Phase 2B; Pinole Valley HS Phase 2A Interim Campus; Verde ES Circulation & Parking Improvements; Security Unified Platform; Coronado ES New School; Ohlone ES Pt1/Phase 2B Portable Campus; Montalvin Manor ES New Classroom Building. 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: \$389,213.21

***CI C.6 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 members have expressed interest in attending the following:

- STEAM Colloquium, San Ramon, CA, January 30, 2015
- CSBA Masters in Governance Program, Burlingame, CA, February 6-7, 2015

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

Recommendation:

Recommend Approval

Fiscal Impact:

General Fund

D. AWARDS, RECOGNITIONS, AND REPORTS

*** D.1 Ed Fund Arts & Music Impact Grant Awardees for 2014**

Comment:

For the 31st year, the Ed Fund will be awarding grants to the West Contra Costa Unified School District. Through a generous bequest by Brad Bradley, this year the focus area for the Ed Fund's grants program is in support of the development of arts and music programs for West Contra Costa Unified School District students. The Ed Fund is pleased to announce that it will be awarding approximately \$27,500 to the following Arts & Music Impact Grants for 2014-2015:

Creative Schools Initiative, Downer Elementary School - \$5,000

Their aim is to strengthen professional development around arts integration with their teachers so they will be able to bring meaningful instructional strategies into their classrooms to improve student outcomes in academics and socio-emotional learning. This grant will support Phase I of III in their multi-year transition to becoming a creative arts school.

STEAM Integrated Art Program, Washington Elementary School - \$3,520

The goal of the program is to deliver art education to Washington Elementary students via a high-quality, integrated arts model. All students will receive weekly art instruction from Richmond Art Center teaching artists. The Richmond Art Center's award-winning STEAM program highlights Science, Technology, Engineering, Art and Math in various art media and is aligned with the visual arts and Common Core Standards.

Youth Chorus, Mira Vista Elementary School - \$4,000

While the West Contra Costa Unified School District has been able to restore some instrumental programs, music remains unavailable to every child. Oakland Youth Chorus' goal is to develop an accessible after school K-8 choral program that increases musical skills and confidence, connects school and community through performance, and supports students' socio-emotional learning.

Performing Arts Professional Connections, El Cerrito High School - \$5,000

El Cerrito High School's Performing Arts Department has a long-term goal of becoming a Conservatory. Developing a Conservatory requires student and staff access to highly-specialized professional artists, and opportunities for professional development and leadership. Exposure to arts professionals will give high quality learning experiences that will promote our students' arts interests while Performing Arts staff participate in best practices.

Dance Your Way Festival, West Contra Costa Unified School District at ECHS - \$5,000

District dance students and their teachers need to build a sense of community and connection. The goal of the Dance Your Way Festival is to bring District dance programs together to share a day of learning and performing. They will learn new styles of dance from expert teachers and about local university dance programs, and they will share the stage together in a showcase performance. This pilot festival will build a collaborative dance community in the West Contra Costa Unified School District.

Silkscreening – A Business Within a School, John F. Kennedy High School - \$5,000

The needs this program addresses are technical experience and hands on training in silk screen production. John F. Kennedy High School will offer a class that will give students the ability to design images for clients using Adobe Photoshop and Illustrator and then take that image to the screen for production. The overall goal for this program is for it to be a business within a school, as well as take care of all Kennedy printing.

The Ed Fund would like to thank our corporate, foundation, and private sponsors who have made our grants program possible for 31 years. We are proud of our continued support to West Contra Costa Unified School District and our teachers and students in the classroom. We wish all of our winners the best of luck in implementing their projects and thank them for their tireless dedication to our students.

Recommendation:

For Information Only

Fiscal Impact:

None

* **D.2 Local Control Accountability Plan (LCAP) Actions/Services Report #2**

Comment:

The Local Control Accountability Plan represents the District’s comprehensive plan of actions, services, and expenditures that support schools to ensure students become college and career ready, able to make life choices with productive outcomes.

Staff will provide information to the Board four times throughout the year, sharing information on the LCAP actions and services being carried out. This will be the second report.

Recommendation:

For Information Only

Fiscal Impact:

None

* **D.3 Budget Development and Financial Reports Calendar**

Comment:

Staff will present information on the timeline for 2015-16 budget development and 2014-15 financial reports.

Recommendation:

For Information Only

Fiscal Impact:

None

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
Citizens’ Bond Oversight Committee
College and Career Readiness Academies
Community Budget Advisory Committee
Facilities Subcommittee
Ivy League Connection
Public Employees Local 1

Safety and School Climate Committee
School Supervisors Association Local 21
Technology Subcommittee
United Teachers of Richmond
West Contra Costa Administrators Association
Youth Commission

* **E.2 Superintendent’s Report**

F. ACTION ITEMS

*** F.1 Resolution to Convey an Easement to Contra Costa County for a Pedestrian Bridge at Riverside Elementary School**

Comment:

Contra Costa County (“County”) has requested that the District convey an easement for certain portions of the Riverside Elementary School Site for the pedestrian overcrossing proposed to be constructed in connection with the redesign of the San Pablo Dam Road interchange on I-80 (“Easement”). The District engaged a valuation consultant to determine the fair market value of the Easement which was determined to be \$133,500 (“FMV”). The County has agreed to pay the FMV for the Easement.

On September 17, 2014, the Board adopted Resolution No. 28-1415, declaring the Board’s intent to convey the Easement. Thereafter, on October 13, 2014, the District published and posted Public Notice of this Public Hearing in accordance with Education Code § 17558. The Public Hearing was held on November 12, 2014, and the District’s Governing Board received public comments. There was no protest as defined by Education Code § 17560 received by the District at the Public Hearing. Following the conduct of the Public Hearing, the Board must adopt Resolution No. 45-1415 by two-thirds of its members in order execute the deed to convey the Easement to the County.

Recommendation:

Approve Resolution No. 45-1415, a Resolution of the Governing Board of the West Contra Costa Unified School District to Convey an Easement to Contra Costa County at the Riverside Elementary School Site.

Fiscal Impact:

No fiscal impact or implications are associated with this matter.

*** F.2 Appointing a Committee to Consider Renaming Gompers High School**

Comment:

Community members led by Thomas Scott and Vince Rhea have requested that the Board consider renaming Gompers High school in honor of Sylvester Greenwood. Mr. Greenwood was a long-time teacher, principal, assistant superintendent and interim superintendent in Richmond Unified and later in West Contra Costa Unified School District.

Board Policy 7310 governs the process for renaming a WCCUSD facility or section of a facility. That policy states:

The Governing Board shall use the following criteria in naming buildings, parts of buildings or athletic fields in honor of the contributions of students, staff members and community members. The criteria shall include:

- 1. Individuals, living or deceased, who have made outstanding contributions to the WCCUSD or the educational community; or*
- 2. Individuals, living or deceased, who have made contributions of state, national or worldwide significance.*
- 3. Recognition of the geographic areas in which the school or building is located.*
- 4. No school facility will be given the name of a commercial development unless the name existed in the*

area prior to the development.

5. The renaming of existing schools or major facilities shall occur only under extraordinary circumstances and after thorough study.

The process for a renaming begins with the appointment of two members of a Board subcommittee who will consider the name change after reviewing community input.

Recommendation:

That the Board President appoint a two-person Board committee to review the possible recommendation to rename Gompers High School in honor of Sylvester Greenwood and make a recommendation to the full Board at a later meeting.

Fiscal Impact:

None

* **F.3 Contract Extension**

Comment:

In 2012, Government Code sections 53243, et seq., were enacted to require that the employment contracts of certain executive public employees expressly address issues related to abuse of office. The proposed contract amendment updates paragraph 10 of the Superintendent's Employment Agreement ("Agreement") in order to address that requirement. The Agreement would otherwise continue in full force and effect under its existing terms.

In addition, on November 12, 2014, the Board conducted and approved the Superintendent's performance evaluation. Under the express terms of the Agreement, a satisfactory performance evaluation triggers a contract extension. Based on the evaluation, the Agreement's term was extended through June 30, 2018. Also under the express terms of the Agreement, the Superintendent's successful achievement of two performance goals triggered a 2% annual salary increase as well as a 2% payment to the Superintendent's tax sheltered annuity. The Board took action in open session to ratify this action, thus extending the contract and implementing the salary adjustment and tax sheltered annuity payment, as has been the practice of the Board for at least the last seven years. Issues have since been raised about the clarity of the Board's action on November 12. It is desirable to have clarity regarding the Board's actions, and further ratification to clarify those actions is appropriate.

Recommendation:

Recommend approve of Superintendent Contract Amendment regarding Government Code § 53243, et seq. and Ratification of Superintendent Performance Evaluation and Resulting Contract Extension and Salary and Tax Shelter Annuity Increase.

Fiscal Impact:

No material impact

* **F.4 Memorandum of Understanding (MOU) with Leadership Public High School**

Comment:

A. In April 2012, the Charter School submitted a renewal Charter petition ("Charter") to the District. The Charter was approved by the District's Board of Trustees on May 23, 2012.

- B. By approving the charter renewal, the District assumed supervisorial oversight of the Charter School consistent with Education Code sections 47604.32 and 47604.33. The MOU document is intended to outline the Parties' agreements governing their respective fiscal, operational, and administrative responsibilities, their legal relationship, and other matters of mutual interest not otherwise addressed or resolved in the terms of the Charter.
- C. In July of 2013, the Local Control Funding Formula ("LCFF") was enacted into law through California Assembly Bill 97 and Senate Bill 91. Local Education Agencies, including charter schools, will receive funding based on achieving LCFF goals, listed as the eight state priorities included in Education Code section 52060, subdivision (d). How the school will adhere to these goals, and measuring progress towards these goals, will be memorialized as a Local Control and Accountability Plan ("LCAP").
- D. The parties seek to amend the MOU to reflect modifications desired by the Parties and to ensure compliance with all statutes and regulations related to LCFF implementation and LCAP requirements.

Recommendation:

Recommend Approval of the Memorandum of Understanding

Fiscal Impact:

None

* **F.5 Public Hearing and Adoption of Initial Bargaining Proposal from the United Teachers of Richmond (UTR) to West Contra Costa Unified School District**

Comment:

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

Recommendation:

That the Board of Education hold a public hearing on the United Teachers of Richmond (UTR) initial bargaining proposal to the District for the 2014-2015 successor agreement.

Board Adoption of Initial Bargaining Proposal

Following the public hearing on its initial bargaining proposal, the Board of Education will be asked to adopt the United Teachers of Richmond (UTR) proposal to the District for the 2014-2015 successor agreement.

Recommendation:

That the Board of Education adopt the initial bargaining proposal for labor negotiations with the United Teachers of Richmond (UTR).

Fiscal Impact:
To Be Determined

* **F.6 Public Hearing and Adoption of the Initial Bargaining Proposal from West Contra Costa Unified School District to United Teachers of Richmond**

Comment:

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

Recommendation:

That the Board of Education hold a public hearing on the District's initial bargaining proposal to the United Teachers of Richmond for the 2014-2015 successor agreement.

Board Adoption of Initial Bargaining Proposal

Following the public hearing on its initial bargaining proposal, the Board of Education will be asked to adopt the District's proposal to the United Teachers of Richmond for the 2014-2015 successor agreement.

Recommendation:

That the Board of Education adopt the initial bargaining proposal for labor negotiations with the United Teachers of Richmond.

Fiscal Impact:
To Be Determined

* **F.7 Public Hearing and Adoption of the Joint Initial Bargaining Proposal from West Contra Costa Unified School District and West Contra Costa Administrators Association**

Comment:

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

Recommendation:

That the Board of Education hold a public hearing of the joint initial bargaining proposal with West Contra Costa Administrators Association (WCCAA) for the 2014-2015 successor agreement.

Board Adoption of the Joint Initial Bargaining Proposal

Following the public hearing on its joint initial bargaining proposal, the Board of Education will be asked to adopt the joint proposal of the West Contra Costa Administrators Association and the District for the 2014-2015 successor agreement.

Recommendation:

That the Board of Education adopt the joint initial bargaining proposal for labor negotiations with the West Contra Costa Administrators Association.

Fiscal Impact:

To Be Determined

G. DISCUSSION ITEMS

*** G.1 WCCUSD Interim Reclassification Criteria for English Learner Students**

Comment:

The Reclassification Criteria for English Learner students consists of the following criteria:

1. Assessment of English language proficiency, using an objective assessment instrument, including but not limited to, the state test of English language development, California English Language Development Test (CELDT)
2. Teacher evaluation, including but not limited to, review of student's curriculum mastery-Student Oral Language Observation Matrix (SOLOM)
3. Parent opinion and consultation letter
4. Comparison of student performance on an objective assessment of basic skills in English language arts. The assessment must measure basic skills for all students and must produce results that show whether a student is performing at or close to grade level.

In the absence of a state-administered test of student performance on basic skills in English language arts (e.g. CST), local education agencies are required to select another measure for the fourth criterion.

The English Learner Reclassification Summary includes the proposed recommendation for the objective assessment of basic skills in English language arts and the interim assessment levels for reclassification. This is a temporary proposal. The state-administered "standardized" test of student performance on basic skills may be used in the 2015-2016 school year and beyond.

Recommendation:

First Read

Fiscal Impact:

\$4,000 for purchase of additional Scholastic Reading Inventory (SRI) licenses.

* **G.2 New Board Policy: BP 0440 District Technology Plan**

Comment:

This Board Policy was created to be in compliance with current procedures and codes and reflects the criteria of the California Department of Education. The policy outlines the necessary components of a technology plan to include duration, educational and curriculum components, budgeting and planning.

Recommendation:

Review the new Board Policy which will then be recommended for adoption at the December 17, 2014 Board Meeting.

Fiscal Impact:

None

* **G.3 Call for Nominations for California School Boards Association (CSBA) Delegate Assembly**

Comment:

The California School Boards Association is accepting nominations for its Delegate Assembly. Delegates serve a two-year term beginning April 1, 2015 through March 31, 2017 and are required to attend two meetings each year. There are four delegates in Region 7, Sub-Region 7-A, whose terms expire in 2015.

Subregion 7-A Delegates (County: Contra Costa) - 7 elected/1 appointed*

Teresa Gerringer (Lafayette ESD), 2015

Linda Mayo (Mt. Diablo USD), 2015*

Yolanda Pena Mendrek (Liberty Union HSD), 2015

Charles Ramsey (West Contra Costa USD), 2015

Recommendation:

To discuss and ascertain whether the West Contra Costa Unified School District (WCCUSD) Board of Education will nominate delegates for the CSBA Delegate Assembly.

Fiscal Impact:

None

* **G.4 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 – December 17, 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

December 10, 2014

1. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

2. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
[Government Code Section 54956.9(d)(1)]

a. 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)]

One case

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

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

To: Board of Education

Meeting Date: December 10, 2014

From: Bruce Harter
Superintendent

Agenda Item: B.5

Subject: Annual Organization Meeting

Background Information:

Board Bylaw 9100 governs the dimensions of the annual organization meeting. At this meeting, the Board shall:

- Elect a president and a clerk from its members.
- Appoint a secretary to the Board.
- Authorize signatures.
- Develop a schedule of regular meetings for the year.
- Develop a Board calendar for the year.
- Designate Board representatives.

Board policy does not detail procedure for nomination and election of Officers. The Brown Act precludes board members from discussing their vote outside of board meetings with more than one other board member. Nominations for the office of President will be made by any board member without requiring a second after which a roll call vote will be taken. Tie votes will be resolved by a run-off vote. Following the election of the President, the same procedure will be repeated for the office of Clerk.

Recommendation: That the Board:

1. Elect a president and clerk;
2. That the Board use a separate motion to approve the following routine matters:

Appoint the Superintendent as Secretary to the Board as prescribed by law;

Authorize the President of the Board to sign documents for the Board and for the Clerk to sign documents in the absence of the President;

Affirm the previously adopted schedule of regular meetings in 2015 including: January 7, January 21, February 11, March 4, March 18, April 1, April 22, May 6, May 20, June 10, June 24, and identify dates for the remainder of 2015 including:

July 9, July 22; August 12, September 2, September 16, October 7, October 21, November 4, November 18, December 9.

Establish a Board calendar for 2015 that includes:
Board Organizational Retreat, January 10
Budget Hearing, June 10
Budget Adoption, June 24
Superintendent Evaluation, November 4
Annual Organization Meeting, December 9

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: December 10, 2014

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

Agenda Item: B.7

Subject: Presentation of Student Board Representative from Middle College High School

Background Information:

A Student Board Representative from Middle College High School will attend the Board of Education on December 10, 2014. We would like to recognize and commend their participation.

Recommendation:

For Information Only

Fiscal Impact:

None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

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

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education

Meeting Date: December 10, 2014

From: Sheri Gamba 
Associate Superintendent Business Services

Agenda Item: CI C.i

Subject: Acceptance of Donations

Background Information: The District has received donations as summarized on the attached sheet dated December 10, 2014. The estimated values for any non-cash donations (as indicated by an asterisk) are those provided by the donor. Staff recommends acceptance of these donations.

Recommendation: Recommend Approval

Fiscal Impact: As noted per donations summary.

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

West Contra Costa Unified School District
December 10, 2014 Board Meeting

<u>Donor Name</u>	<u>Description or Purpose</u>	<u>Estimated Value</u>	<u>Receiving School or Department</u>
Philanthropic Ventures Foundation	Materials and Supplies	\$390.00	Grant Elementary
United Way of Bay Area	Materials and Supplies	\$158.85	Hanna Ranch Elementary
Mr. & Mrs. Alcantara	Materials and Supplies	\$100.00	Hanna Ranch Elementary
Washington PTA	Music Appreciation	\$13,000.00	Washington Elementary

*Estimated values for the non-cash donations are provided by the donor
Donation Précis 121014

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: December 10, 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 December 10, 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
December 10, 2014 Board Meeting

APPROVAL OF FUND-RAISERS

<u>School</u>	<u>Fund-Raising Activity</u>	<u>Activity Sponsor</u>
Hercules Middle School	Hot Chocolate Sales	Hercules Middle PTA
Hercules High School	Club T-Shirt Sale	Hercules High Math & Science Club

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:** December 10, 2014

From: Sheri Gamba *SG* **Agenda Item:** CI C.3
Associate Superintendent Business Services

Subject: Summary of Payroll and Vendor Warrant Reports

Background Information:

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

Total of payroll warrants (November 2014):	\$ 10,605,900
Total of vendor warrants (November 2014):	\$ 28,084,061

Recommendation: Recommend approval of the payroll and vendor warrant reports

Fiscal Impact: As noted above

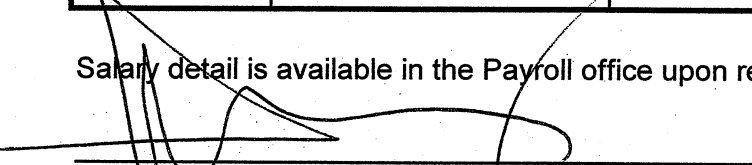
DISPOSITION BY BOARD OF EDUCATION		
Motion by: _____	Seconded by: _____	
Approved _____	Not Approved _____	Tabled _____

West Contra Costa Unified School District

Month of : November 2014

Payrolls	Warrant From	Numbers To	Total Warrants Current	Total Warrants Previous	Total Warrants To Date
Variable				1,682,559	1,682,559
Regular	690915	692042	1,828,351	5,268,994	7,097,345
Special	690635	609868	135,504	112,891	248,395
Variable EFT				4,885,365	4,885,365
Regular EFT	454644	457598	8,552,045	24,995,635	33,547,680
Special EFT				102,174	102,174
Typed #1	690869	690874	3,482	517,529	573,122
Typed #2	690875	690900	28,191		
Typed #3	690901	690911	20,860		
Typed #4	690912	690914	3,061		
Typed #5					
Typed #6					
Typed #7					
BENEFITS				0	0
Cancelled	Various	Various	34,406	0	34,406
Totals			10,605,900	4,238,618	48,171,047

Salary detail is available in the Payroll office upon request.


 Vincent Morales, Payroll Supervisor

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
WEEKLY VENDOR WARRANT REPORT

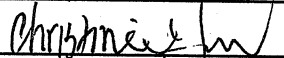
2014-2015

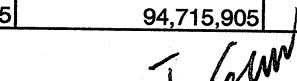
PAYMENT

DATE: November 4, 2014

PAGE-1

FUND#	FUND DESCRIPTION	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL	936,976	16,929,671	17,866,647
7706	CAFETERIA	440,864	1,491,592	1,932,456
7707	CHILD DEVELOPMENT		39,880	39,880
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY	70,160	642,403	712,563
7710	BUILDING	5,452,046	34,186,905	39,638,951
7711	CAPITAL FACILITIES	13,920	46,180	60,100
7712	SELF INSURANCE PROPERTY & LIABILITY	102,696	1,686,930	1,789,626
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	4,750	68,858	73,608
7770	ADULT EDUCATION	33,171	35,007	68,178
7785	DEFERRED MAINTENANCE	36,506	275,789	312,295
7790	BOND INTEREST & REDEMPTN		0	0
7701	PAYROLL REVOLVING	3,899,486	39,312,690	43,212,176
	TOTALS	10,990,575	94,715,905	105,706,480


Prepared By


Accounting Supervisor

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
WEEKLY VENDOR WARRANT REPORT

2014-2015

PAYMENT

DATE: November 10, 2014

PAGE-2

FUND#	FUND DESCRIPTION	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL	780,543	17,866,647	18,647,190
7706	CAFETERIA	29,548	1,932,456	1,962,004
7707	CHILD DEVELOPMENT	969	39,880	40,849
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY	277	712,563	712,840
7710	BUILDING	1,231,814	39,638,951	40,870,765
7711	CAPITAL FACILITIES		60,100	60,100
7712	SELF INSURANCE PROPERTY & LIABILITY		1,789,626	1,789,626
7713	STATE SCHOOL LEASE/PURCHASE		0	0
7714	COUNTY SCHOOL FACILITIES		0	0
7715	SPECIAL RESERVE FOR NON-CAPITAL OUTLAY		0	0
7719	CHARTER SCHOOL		0	0
7725	MRAD		0	0
7728	DEBT SERVICE	2,830	0	2,830
7744	RETIREE BENEFITS		73,608	73,608
7770	ADULT EDUCATION	6,558	68,178	74,736
7785	DEFERRED MAINTENANCE		312,295	312,295
7790	BOND INTEREST & REDEMPN		0	0
7701	PAYROLL REVOLVING		43,212,176	43,212,176
	TOTALS	2,052,539	105,706,480	107,759,019

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
WEEKLY VENDOR WARRANT REPORT

2014-2015

PAYMENT

PAGE-3

DATE: November 18, 2014

FUND#	FUND DESCRIPTION	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL	437,031	18,647,190	19,084,221
7706	CAFETERIA	46,340	1,962,004	2,008,344
7707	CHILD DEVELOPMENT	4,194	40,849	45,043
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY	57,751	712,840	770,591
7710	BUILDING	2,365,928	40,870,765	43,236,693
7711	CAPITAL FACILITIES		60,100	60,100
7712	SELF INSURANCE PROPERTY & LIABILITY	2,535	1,789,626	1,792,161
7713	STATE SCHOOL LEASE/PURCHASE		0	0
7714	COUNTY SCHOOL FACILITIES		0	0
7715	SPECIAL RESERVE FOR NON-CAPITAL OUTLAY		0	0
7719	CHARTER SCHOOL		0	0
7725	MRAD		0	0
7728	DEBT SERVICE		2,830	2,830
7744	RETIREE BENEFITS		73,608	73,608
7770	ADULT EDUCATION	1,290	74,736	76,026
7785	DEFERRED MAINTENANCE		312,295	312,295
7790	BOND INTEREST & REDEMPTN		0	0
7701	PAYROLL REVOLVING	21,104	43,212,176	43,233,280
	TOTALS	2,936,173	107,759,019	110,695,192

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
WEEKLY VENDOR WARRANT REPORT

2014-2015

PAYMENT

DATE: November 25, 2014

PAGE-4

FUND#	FUND DESCRIPTION	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL	1,984,762	19,084,221	21,068,983
7706	CAFETERIA	13,473	2,008,344	2,021,817
7707	CHILD DEVELOPMENT		45,043	45,043
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY	40,850	770,591	811,441
7710	BUILDING	3,732,348	43,236,693	46,969,041
7711	CAPITAL FACILITIES		60,100	60,100
7712	SELF INSURANCE PROPERTY & LIABILITY	80	1,792,161	1,792,241
7713	STATE SCHOOL LEASE/PURCHASE		0	0
7714	COUNTY SCHOOL FACILITIES		0	0
7715	SPECIAL RESERVE FOR NON-CAPITAL OUTLAY		0	0
7719	CHARTER SCHOOL		0	0
7725	MRAD		0	0
7728	DEBT SERVICE		2,830	2,830
7744	RETIREE BENEFITS		73,608	73,608
7770	ADULT EDUCATION	8,129	76,026	84,155
7785	DEFERRED MAINTENANCE		312,295	312,295
7790	BOND INTEREST & REDEMPTN		0	0
7701	PAYROLL REVOLVING	56,351	43,233,280	43,289,631
	TOTALS	5,835,993	110,695,192	116,531,185

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
WEEKLY VENDOR WARRANT REPORT

2014-2015

PAYMENT

DATE: November 25, 2014

PAGE-5

FUND#	FUND DESCRIPTION	TOTAL WARRANTS THIS REPORT	TOTAL PREVIOUS WARRANTS	TOTAL WARRANTS TO DATE
7701	GENERAL		21,068,983	21,068,983
7706	CAFETERIA		2,021,817	2,021,817
7707	CHILD DEVELOPMENT		45,043	45,043
7708	SPECIAL RESERVE FOR CAPITAL OUTLAY		811,441	811,441
7710	BUILDING		46,969,041	46,969,041
7711	CAPITAL FACILITIES		60,100	60,100
7712	SELF INSURANCE PROPERTY & LIABILITY		1,792,241	1,792,241
7713	STATE SCHOOL LEASE/PURCHASE		0	0
7714	COUNTY SCHOOL FACILITIES		0	0
7715	SPECIAL RESERVE FOR NON-CAPITAL OUTLAY		0	0
7719	CHARTER SCHOOL		0	0
7725	MRAD		0	0
7728	DEBT SERVICE		2,830	2,830
7744	RETIREE BENEFITS		73,608	73,608
7770	ADULT EDUCATION		84,155	84,155
7785	DEFERRED MAINTENANCE		312,295	312,295
7790	BOND INTEREST & REDEMPN		0	0
7701	PAYROLL REVOLVING	6,268,781	43,289,631	49,558,412
	TOTALS	6,268,781	116,531,185	122,799,966

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:** December 10, 2014
From: Lisa LeBlanc *LL* **Agenda Item:** CI C.4
Associate Superintendent of Operations
Subject: Ratification and Approval of Engineering Services Contracts

Background Information:

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

Recommendation:

Ratify and approve contracts.

Fiscal Impact: Total for this action: \$642,405. 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

Project/Funding	Dates	Firm	Contract Cost	Reference
Crespi Middle School Restroom Modernization Project Fund 14 (PID:20610071-00)	December 2014 through March 2015	MA Architects	\$34,700	Design Services.
De Anza High School Judge Henry Ramsey Jr Building & Athletic Field Project Bond Measure Funded (PID:3521208-02)	October 2014 through November 2015	Grossmann Design Group	\$60,000 Not-to-Exceed	Waterproofing Consulting Services during Construction
De Anza High School Campus Replacement Project Bond Measure Funded (PID:3521208-01)	December 2014	Fehr & Peers	\$3,000	Additional Design Services for Striping Plan.
De Anza High School Judge Henry Ramsey Jr Building & Athletic Field Project Bond Measure Funded (PID:3521208-02)	October 2014 through November 2015	Consolidated Engineering Laboratories	\$20,000 Not-to-Exceed	Material Testing and Construction Inspection Services.
De Anza High School Campus Replacement Project Bond Measure Funded (PID:3521208-01)	December 2014 through February 2015	Deems Lewis McKinley Architects	\$76,450	Additional Structural Evaluation in Support of Seismic Funding Application.
Fairmont Elementary School Campus Replacement Project Bond Measure Funded (PID:1231349-00)	December 2014 through June 2015	3QC	\$29,530	Design Phase CHPS Commissioning.
Helms Middle School Environmental & Recycling Center Project Bond Measure Funded (PID:2101101-08)	July 2014 through December 2014	Consolidated Engineering Laboratories	\$30,000	Material Testing and Construction Inspection Services.

December 10, 2014

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

ENGINEERING & ARCHITECTURAL SERVICES CONTRACTS

Kennedy High School Health Clinic Project Fund 40 (PID:3601364-03)	August 2014 through November 2014	Consolidated Engineering Laboratories	\$3,000	Material Testing and Construction Inspection Services.
Ohlone Elementary School East Campus Replacement Project Bond Measure Funded (PID:1461206-03)	December 2014 through March 2015	Sandis	\$12,800	Surveying Services.
Pinole Valley High School Existing Campus Demolition and Abatement Project Bond Measure Funded (PID:3621377-03)	December 2014 through August 2015	Conestoga-Rovers & Associates	\$143,910	Environmental Engineering Services during Demolition.
Pinole Valley High School Hillside Stabilization Project Bond Measure Funded (PID:3621377-04)	December 2014 through August 2015	Conestoga-Rovers & Associates	\$35,466	Environmental Engineering Services.
Stege Elementary School Campus Replacement Project Bond Measure Funded (PID:1571381-02)	December 2014 through June 2015	3QC	\$30,810	Design Phase CHPS Commissioning Services.
Valley View Elementary School Campus Replacement Project Bond Measure Funded (PID:1601382-03)	December 2014	Deems Lewis McKinley Architects	\$6,500	Kitchen Design Criteria Scope Change for Walk-In Cooler.
Valley View Elementary School Campus Replacement Project Bond Measure Funded (PID:1601382-03)	November 2014 through December 2014	Deems Lewis McKinley Architects	\$44,070	District Requested Plan Modification.

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

ENGINEERING & ARCHITECTURAL SERVICES CONTRACTS

Seaview Elementary School Demolition Project Fund 40	December 2014	Sensible Environmental Solutions	\$41,030	Environmental Engineering Services.
Seaview Elementary School Demolition Project Fund 40	December 2014 through April 2015	AE3	\$31,680	Architectural & Engineering Services for Demolition Package.
Bond Program Management Bond Measure Funded	January 2015 through March 2015	Conestoga-Rovers & Associates	\$39,459	Hazardous Building Materials Evaluation and Abatement Program Development and Training.

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:** December 10, 2014
From: Lisa LeBlanc *LL* **Agenda Item:** CI C.5
Associate Superintendent of Operations
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; Ohlone ES Phase 4 Portable Removal Playground; De Anza HS Linked Learning; Pinole Valley HS Off-Site Parking & Traffic Signal Phase 2B; Pinole Valley HS Phase 2A Interim Campus; Verde ES Circulation & Parking Improvements; Security Unified Platform; Coronado ES New School; Ohlone ES Pt1/Phase 2B Portable Campus; Montalvin Manor ES New Classroom Building. 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: \$389,213.21

DISPOSITION BY BOARD OF EDUCATION

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

December 10, 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	\$2,156,261.51	\$123,714.00	0.729%	\$2,279,975.51	13.44%	\$19,240,975.51	123
2	Ohlone ES Ph 4 Portable Removal Playground	BHM Construction, Inc.	\$878,300.00	\$0.00	\$49,385.07	5.62%	\$49,385.07	5.62%	\$927,685.07	1
4	De Anza HS Linked Learning	BHM Construction, Inc.	\$17,750,953.00	\$0.00	\$20,464.00	0.12%	\$20,464.00	0.12%	\$17,771,417.00	1
5	Pinole Valley HS Off Site Parking & Traffic Signal PH 2B	Maggiora & Ghilotti, Inc.	\$833,833.00	\$29,562.66	\$13,632.00	1.63%	\$43,194.66	5.18%	\$877,027.66	2
6	Pinole Valley HS PH 2A Interim Campus	JUV, Inc.	\$5,530,000.00	\$962,641.25	\$39,060.00	0.71%	\$1,001,701.25	18.11%	\$6,531,701.25	17
7	Verde ES Circulation & Parking Improvements	Bay Cities Paving & Grading	\$414,880.00	\$10,181.64	\$22,079.00	5.32%	\$32,260.64	7.78%	\$447,140.64	2
8	Security Unified Platform	Ojo Technology	\$377,494.00	\$0.00	\$0.00	0.00%	\$22,675.68	6.01%	\$400,169.68	1
					\$11,119.88	2.95%				2
					\$11,555.80	3.06%				3
9	Coronado ES New School	Lathrop Construction Associates, Inc.	\$26,974,910.00	\$115,704.00	\$2,052.00	0.01%	\$175,999.00	0.65%	\$27,150,909.00	9
					\$5,322.00	0.02%				10
					\$46,505.00	0.17%				11
					-\$2,581.00	-0.01%				12
					\$8,997.00	0.03%				13
10	Ohlone ES Pt1/Ph 2B Portable Campus	Trinet Construction	\$1,364,000.00	\$22,000.80	\$28,222.50	2.07%	\$54,152.26	3.97%	\$1,418,152.26	2
					\$3,928.96	0.29%				3
					\$3,898.00	0.14%				13
11	Montalvin Manor ES New Classroom Building	W.A. Thomas Co. Inc.	\$2,843,000.00	\$180,264.55	\$964.00	0.03%	\$186,021.55	6.54%	\$3,029,021.55	6.1
					\$895.00	0.03%				14

Total Board Action	\$389,213.21
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Note: the proposed Board Action is to Approve all Change Orders below ten percent (10%) of the Contract Value.

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

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education

Meeting Date: December 10, 2014

From: Bruce Harter
Superintendent

Agenda Item: CI C.6

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 members have expressed interest in attending the following:

- STEAM Colloquium, San Ramon, CA, January 30, 2015
- CSBA Masters in Governance Program, Burlingame, CA, February 6-7, 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
Office of the Superintendent

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education **Meeting Date:** December 10, 2014
From: Nia Rashidchi **Agenda Item:** D.1
Assistant Superintendent Education Services
Subject: Ed Fund Arts & Music Impact Grant Awardees for 2014

Background Information:

For the 31st year, the Ed Fund will be awarding grants to the West Contra Costa Unified School District. Through a generous bequest by Brad Bradley, this year the focus area for the Ed Fund's grants program is in support of the development of arts and music programs for West Contra Costa Unified School District students. The Ed Fund is pleased to announce that it will be awarding approximately \$27,500 to the following Arts & Music Impact Grants for 2014-2015:

Creative Schools Initiative, Downer Elementary School - \$5,000

Their aim is to strengthen professional development around arts integration with their teachers so they will be able to bring meaningful instructional strategies into their classrooms to improve student outcomes in academics and socio-emotional learning. This grant will support Phase I of III in their multi-year transition to becoming a creative arts school.

STEAM Integrated Art Program, Washington Elementary School - \$3,520

The goal of the program is to deliver art education to Washington Elementary students via a high-quality, integrated arts model. All students will receive weekly art instruction from Richmond Art Center teaching artists. The Richmond Art Center's award-winning STEAM program highlights Science, Technology, Engineering, Art and Math in various art media and is aligned with the visual arts and Common Core Standards.

Youth Chorus, Mira Vista Elementary School - \$4,000

While the West Contra Costa Unified School District has been able to restore some instrumental programs, music remains unavailable to every child. Oakland Youth Chorus' goal is to develop an accessible after school K-8 choral program that increases musical skills and confidence, connects school and community through performance, and supports students' socio-emotional learning.

Performing Arts Professional Connections, El Cerrito High School - \$5,000

El Cerrito High School's Performing Arts Department has a long-term goal of becoming a Conservatory. Developing a Conservatory requires student and staff access to highly-specialized professional artists, and opportunities for professional development and leadership. Exposure to arts professionals will give high quality learning experiences that will promote our students' arts interests while Performing Arts staff participate in best practices.

Dance Your Way Festival, West Contra Costa Unified School District at ECHS - \$5,000

District dance students and their teachers need to build a sense of community and connection. The goal of the Dance Your Way Festival is to bring District dance programs together to share a day of learning and performing. They will learn new styles of dance from expert teachers and about local university dance programs, and they will share the stage together in a showcase performance. This pilot festival will build a collaborative dance community in the West Contra Costa Unified School District.

Silkscreening – A Business Within a School, John F. Kennedy High School - \$5,000

The needs this program addresses are technical experience and hands on training in silk screen production. John F. Kennedy High School will offer a class that will give students the ability to design images for clients using Adobe Photoshop and Illustrator and then take that image to the screen for production. The overall goal for this program is for it to be a business within a school, as well as take care of all Kennedy printing.

The Ed Fund would like to thank our corporate, foundation, and private sponsors who have made our grants program possible for 31 years. We are proud of our continued support to West Contra Costa Unified School District and our teachers and students in the classroom. We wish all of our winners the best of luck in implementing their projects and thank them for their tireless dedication to our students.

Recommendation: For Information Only

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

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

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education

Meeting Date: December 10, 2014

From: Nia Rashidchi
Assistant Superintendent, Educational Services

Agenda Item: D.2

Subject: Local Control Accountability Plan (LCAP) Actions/Services Report #2

Background Information: The Local Control Accountability Plan represents the district's comprehensive plan of actions, services, and expenditures that support schools to ensure students become college and career ready, able to make life choices with productive outcomes.

Staff will provide information to the board four times throughout the year, sharing information on the LCAP actions and services being carried out. This will be the second report.

Recommendation: Report

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

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

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education

Meeting Date: December 10, 2014

From: Sheri Gamba *SG*
Associate Superintendent Business Services

Agenda Item: D.3

Subject: Budget Development and Financial Reports Calendar

Background Information:

Staff will present information on the timeline for 2015-16 budget development and 2014-15 financial reports.

Recommendation: Information only

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

**WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
BUDGET ACTIVITIES/ DEVELOPMENT CALENDAR
2015-16**

Completion Date	Activity/Action	Responsibility
12/10/14	Budget Calendar Review – Board of Education	Business
12/17/14	1 st Interim Report to Board of Education	Business
1/5/15	Review Fiscal Policy Allocations	Cabinet
1/5/15	Enrollment Projection Review	Cabinet
1/6/15	Preliminary Teacher Staffing Review	Principals
1/15/15	Governor's Budget Workshop	Supt/Business
1/20/15	Community Budget Advisory Committee (CBAC)	Business
1/26/15	Directors Budget Training – Kick Off	Business/HR
January	Budget Study Session – School Board	Board
1/26/15	Preliminary Grant Allocations Due	State and Fed
1/26/15	Per Pupil Allocation Estimates	Business
2/3/15	Principals Budget Training – Kick Off	Business/HR
2/11/15	Board Meeting – Governor's Budget Review	Board/Business
February	Budget Study Session – School Board	Board
3/4/15	Board Meeting – Deadline for layoff	Board
3/9/15	Evaluate Budget Requests	Cabinet
3/18/15	2 nd Interim Report to Board of Education	Business
3/26/15	Budget Advisory Committee Meeting	Business
3/28/15	Department and Site Budgets Due	Business/HR
3/31/15	District Local Control Accountability Plan (DLCAP) Committee Meeting	Accountability
4/3/15	Position Control/Staffing Review	Business/HR
4/23/15	DLCAP Committee Meeting	Accountability
4/23/15	District CBAC Meeting	Business
5/5/15	DLCAP Committee Meeting	Accountability
5/5/15	Notice of Public Hearing – Budget/LCAP	Business
5/6/15	Final Date to Input Budget	Business

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
 BUDGET ACTIVITIES/ DEVELOPMENT CALENDAR
 2015-16

Completion Date	Activity/Action	Responsibility
5/15/15	LCAP Public Hearing Documents Published	Accountability
TBD May*	Governor's May Revise Workshop	Supt/Business
5/20/15	DLCAP Public Hearing	Board
5/20/15	Board Report on Governor's May Revise	Business
6/3/15	Estimate Ending Balance	Business
6/5/15	Budget available for Public Inspection	Business
6/10/15	Public Hearing on the Budget	Business
6/24/15	Adoption of LCAP and Budget	Board
6/30/15	File 15/16 Budget and LCAP with CCCOE	Business

** Date determined by presenting agency, currently unpublished*

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: December 10, 2014

From: Bruce Harter, Superintendent

Agenda Item: F.1

Subject: Resolution to Convey an Easement to Contra Costa County for a Pedestrian Bridge at Riverside Elementary School

Background Information:

Contra Costa County ("County") has requested that the District convey an easement for certain portions of the Riverside Elementary School Site for the pedestrian overcrossing proposed to be constructed in connection with the redesign of the San Pablo Dam Road interchange on I-80 ("Easement"). The District engaged a valuation consultant to determine the fair market value of the Easement which was determined to be \$133,500 ("FMV"). The County has agreed to pay the FMV for the Easement.

On September 17, 2014, the Board adopted Resolution No. 28-1415, declaring the Board's intent to convey the Easement. Thereafter, on October 13, 2014, the District published and posted Public Notice of this Public Hearing in accordance with Education Code § 17558. The Public Hearing was held on November 12, 2014, and the District's Governing Board received public comments. There was no protest as defined by Education Code § 17560 received by the District at the Public Hearing. Following the conduct of the Public Hearing, the Board must adopt Resolution No. 45-1415 by two-thirds of its members in order execute the deed to convey the Easement to the County.

Recommendation:

Approve Resolution No. 45-1415, a Resolution of the Governing Board of the West Contra Costa Unified School District to Convey an Easement to Contra Costa County at the Riverside Elementary School Site.

Fiscal Impact:

No fiscal impact or implications are associated with this matter.

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

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

RESOLUTION NO. 45-1415

**A RESOLUTION OF THE GOVERNING BOARD OF THE WEST CONTRA COSTA
UNIFIED SCHOOL DISTRICT TO CONVEY AN EASEMENT TO CONTRA COSTA
COUNTY AT THE RIVERSIDE ELEMENTARY SCHOOL SITE**

WHEREAS, the West Contra Costa Unified School District ("District") owns real property located at 1300 Amador Street, San Pablo, CA 94806 (A.P.N.: 418-030-014), commonly known as the Riverside Elementary School ("School Site"); and

WHEREAS, Contra Costa County, a political subdivision of the State of California ("County"), intends to construct, as part of its I-80 Dam Road Interchange Improvement Project, a new Riverside Avenue pedestrian overcrossing ("POC"), which will be slightly north of the existing POC and will extend over Amador Street onto the School Site, and County has requested that the District convey certain portions over, through and on the real property owned by the District, as identified in Exhibit "A" attached hereto, in the form of a permanent and temporary construction easement for the POC ("Easement"); and

WHEREAS, the District seeks to convey the Easement to the County as described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, pursuant to Education Code §17556 *et seq.*, the District may convey the Easement at the School Site to the County for access, construction, and placement of the POC; and

WHEREAS, the District does not need the Easement area for classroom buildings or educational purposes; and

WHEREAS, the District's valuation consultant determined that the fair market value of the Easement is \$133,500; and

WHEREAS, the County shall pay the District \$133,500 for the Easement; and

WHEREAS, pursuant to Education Code §17557, on September 17, 2014, the District's Board of Education ("Board") declared its intent to convey the easement by a two-thirds vote, and adopted Resolution No. 28-1415 entitled "A Resolution of the Governing Board of the West Contra Costa Unified School District Declaring Its Intention to Convey an Easement to Contra Costa County at the Riverside Elementary School Site"; and

WHEREAS, on October 13, 2014, the District gave public notice of a public hearing to be held on November 12, 2014, in accordance with Education Code §17558 ("Public Hearing"); and

WHEREAS, the Public Hearing was held on November 12, 2014, and the District received and considered the public comments on the issue regarding whether the District should convey the Easement to the County; and

WHEREAS, no formal public protest as defined in Education Code § 17560 was received during the Public Hearing;

NOW THEREFORE, BE IT RESOLVED, that the Governing Board hereby finds, determines, declares, orders and resolves as follows:

Section 1. The foregoing recitals are true and correct.

Section 2. The District has completed the statutory process set forth in Education Code §17556 *et seq.*, required to convey the Easement.

Section 3. The District's Board of Education finds that there are no formal protests to the proposed conveyance of the Easement.

Section 4. This Resolution to convey the Easement is in accordance with the procedures of Title 1, Division 1, Part 10.5, Chapter 4, Article 15 of the Education Code and the Board hereby authorizes and directs the Superintendent or Superintendent's designee to execute the Easement conveying the Easement to the County and to deliver it to the County to be recorded.

APPROVED, PASSED AND ADOPTED by the Governing Board of the West Contra Costa Unified School District on this 10th day of December, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

I hereby certify that the foregoing is a full, true and correct copy of a Resolution adopted, at a Regular Meeting of the Governing Board of the West Contra Costa Unified School District held on December 10, 2014.

Board of Education

Recorded at the request of:
Contra Costa County

Return to:
Contra Costa County
Public Works Department
Real Estate Division
255 Glacier Drive
Martinez CA 94553
Attention: C. Piña-Sandoval

EXEMPT FROM RECORDING FEES PURSUANT TO GOV'T. CODE SECTION 27383 AND DOCUMENTARY TRANSFER TAX PURSUANT TO REVENUE AND TAXATION CODE SECTION 11922.

Portion of Assessor's Parcel No. 418-030-014

GRANT OF EASEMENT

THIS INDENTURE, made by and between WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT SUCCESSOR TO SAN PABLO DISTRICT OF CONTRA COSTA COUNTY, hereinafter called the GRANTOR, and CONTRA COSTA COUNTY, a political subdivision of the State of California, hereinafter called the GRANTEE,

WITNESSETH:

That the GRANTOR, for value received, hereby grants to the GRANTEE, and to its successors and assigns, an easement for pedestrian/bicycle bridge purposes, and incidents thereto, within the following described real property in the County of Contra Costa, State of California, described as follows:

FOR DESCRIPTION SEE EXHIBIT "A" & "B", ATTACHED HERETO

The Grantee agrees upon the completion of any of its works hereunder to restore the surface of the ground as near as possible to the condition in which it was prior to the commencement of said work.

TO HAVE AND TO HOLD, all and singular, the rights above described unto the GRANTEE and the GRANTEE's successors and assigns forever.

IN WITNESS WHEREOF, the GRANTOR has executed this indenture this _____ day of _____, 2014.

West Contra Costa Unified School
District Successor to San Pablo District
of Contra Costa County

By _____
Its _____

By _____
Its _____

ATTACH APPROPRIATE ACKNOWLEDGEMENT

EXHIBIT "A"
LEGAL DESCRIPTION

ALL THAT REAL PROPERTY SITUATED IN THE CITY OF SAN PABLO, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA.

PARCEL 63740-1 PERMANENT EASEMENT

BEING ALL OR PORTIONS OF THE LANDS DESCRIBED/SHOWN IN THE FOLLOWING CONVEYANCE INSTRUMENTS;

1. ALL OF LOT 16 IN BLOCK 2, AS SAID LOT AND BLOCK ARE SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF EAST RICHMOND BOULEVARD TRACT" FILED APRIL 6, 1908, IN VOLUME 1 OF MAPS, AT PAGE 19, OFFICIAL RECORDS OF SAID COUNTY, AND
2. A PORTION OF THAT CERTAIN PARCEL OF LAND DESIGNATED AS PARCEL ONE, AS SAID PARCEL IS DESCRIBED IN THE GRANT DEED TO SAN PABLO SCHOOL DISTRICT RECORDED NOVEMBER 14, 1941 IN BOOK 619, AT PAGE 482, OFFICIAL RECORDS OF SAID COUNTY;

ALL OF WHICH IS MORE PARTICULARLY DESCRIBE AS FOLLOWS;

AN EASEMENT FOR PEDESTRIAN BRIDGE PURPOSES, AND APPURTENANCES THERETO, WITHIN THE FOLLOWING DESCRIBED:

BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID LOT 16, FROM WHICH THE NORTHWESTERLY CORNER THEREOF BEARS NORTH 19°37'37" WEST 50.90 FEET;

1. THENCE NORTH 69°37'27" EAST 101.38 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 10.50 FEET;
2. THENCE EASTERLY AND SOUTHEASTERLY 16.49 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00";
3. THENCE SOUTH 20°22'33" EAST 7.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 10.50 FEET;
4. THENCE SOUTHERLY AND SOUTHWESTERLY 16.49 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00";
5. THENCE SOUTH 69°37'27" WEST 101.75 FEET TO THE WESTERLY LINE OF SAID PARCEL ONE;
6. THENCE NORTH 19°37'37" WEST 28.00 FEET ALONG LAST SAID LINE AND SAID WESTERLY LINE OF LOT 16 TO THE **POINT OF BEGINNING**.

CONTAINING 3,091 SQUARE FEET (0.071 ACRES), MORE OR LESS.

PARCEL 63740-2 TEMPORARY CONSTRUCTION EASEMENT EXPIRES 12/31/16

BEING ALL OR PORTIONS OF THE LANDS DESCRIBED/SHOWN IN THE FOLLOWING CONVEYANCE INSTRUMENTS;

1. ALL OF LOT 16 IN BLOCK 2, AS SAID LOT AND BLOCK ARE SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF EAST RICHMOND BOULEVARD TRACT" FILED APRIL 6, 1908, IN VOLUME 1 OF MAPS, AT PAGE 19, OFFICIAL RECORDS OF SAID COUNTY, AND
2. ALL OF LOT 1, TOGETHER WITH PORTIONS OF LOT 2 AND LOT 3 IN BLOCK 1, AS SAID LOTS AND BLOCK ARE SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF MUFICH NORTH RICHMOND HEIGHTS TRACT" FILED JUNE 3, 1913, IN BOOK 10 OF MAPS, AT PAGE 232, OFFICIAL RECORDS OF SAID COUNTY, AND
3. A PORTION OF THAT CERTAIN PARCEL OF LAND DESIGNATED AS PARCEL ONE, AS SAID PARCEL IS DESCRIBED IN THE GRANT DEED TO SAN PABLO SCHOOL DISTRICT RECORDED NOVEMBER 14, 1941 IN BOOK 619, AT PAGE 482, OFFICIAL RECORDS OF SAID COUNTY;

ALL OF WHICH IS MORE PARTICULARLY DESCRIBE AS FOLLOWS;

A TEMPORARY EASEMENT TO TERMINATE DECEMBER 31, 2016 FOR CONSTRUCTION PURPOSES AND INCIDENTS THERETO, UPON, IN, OVER AND ACROSS A PARCEL OF LAND DESCRIBED AS FOLLOWS:

BEGINNING AT SAID NORTHWESTERLY CORNER OF LOT 16;

1. THENCE NORTH 70°20'39" EAST 136.87 FEET ALONG THE NORTHERLY LINE OF SAID LOT 16 AND NORTHERLY LINE OF SAID LOT 1;
2. THENCE SOUTH 88°55'06" EAST 110.53 FEET ALONG LAST SAID LINE AND THE NORTHERLY LINE OF SAID LOT 2 AND LOT 3;
3. THENCE SOUTH 02°11'42" WEST 62.07 FEET;
4. THENCE SOUTH 68°12'56" WEST 28.99 FEET;
5. THENCE NORTH 88°29'41" WEST 28.33 FEET;
6. THENCE SOUTH 01°15'45" WEST 25.08 FEET;
7. THENCE SOUTH 58°24'52" WEST 36.63 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 35.00 FEET;
8. THENCE SOUTHWESTERLY AND SOUTHERLY 47.90 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 78°24'52"
9. THENCE SOUTH 70°00'00" WEST 39.22 FEET;
10. THENCE NORTH 20°00'00" WEST 42.20 FEET;
11. THENCE SOUTH 70°00'00" WEST 49.78 FEET TO SAID WESTERLY LINE OF PARCEL ONE;
12. THENCE NORTH 19°37'37" WEST 32.48 FEET ALONG LAST SAID LINE;
13. THENCE NORTH 69°37'27" EAST 101.75 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 10.50 FEET;
14. THENCE NORTHEASTERLY AND NORTHERLY 16.49 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00";
15. THENCE NORTH 20°22'33" WEST 7.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 10.50 FEET;
16. THENCE NORTHWESTERLY AND WESTERLY 16.49 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00";
17. THENCE SOUTH 69°37'27" WEST 101.38 FEET TO SAID WESTERLY LINE OF LOT 16;
18. THENCE NORTH 19°37'37" WEST 50.90 FEET ALONG LAST SAID LINE TO THE **POINT OF BEGINNING.**

CONTAINING 21,836 SQUARE FEET (0.501 ACRES), MORE OR LESS.

A PLAT MAP IS ATTACHED HERETO AND MADE A PART HEREOF

THE BEARINGS AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE BASED ON CALIFORNIA COORDINATE SYSTEM 1983, ZONE 3, AND EPOCH 1991.35. MULTIPLY DISTANCES SHOWN ABOVE BY 1.0000677 TO OBTAIN GROUND LEVEL DISTANCES.

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT:



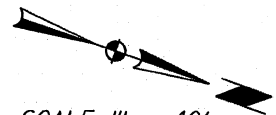
DAN S. SCOTT III, PLS 7840

MAY 8, 2014
DATE



Coordinates, bearings and distances are based on the California Coordinate System of 1983, Zone 3, Epoch 1991.35. Distances are U.S. Survey Feet unless otherwise noted. Distances and stationing are grid distances. Multiply distances by 1.0000677 to obtain ground level distances.

STATE ROUTE 80 EASTSHORE FREEWAY



SCALE 1" = 40'

AMADOR STREET

N19°37'37"W

P.O.B.
PCL 63740-1

P.O.B.
PCL 63740-2
NW'LY COR
LOT 16

**CITY OF
SAN PABLO**

**RIVERSIDE
AVENUE**
50'

14 13

EAST RICHMOND
BOULEVARD TRACT
BLOCK 2
1 M 19

63740
WEST CONTRA COSTA
UNIFIED SCHOOL DISTRICT
APN 418-030-014
PARCEL ONE
619 OR 482

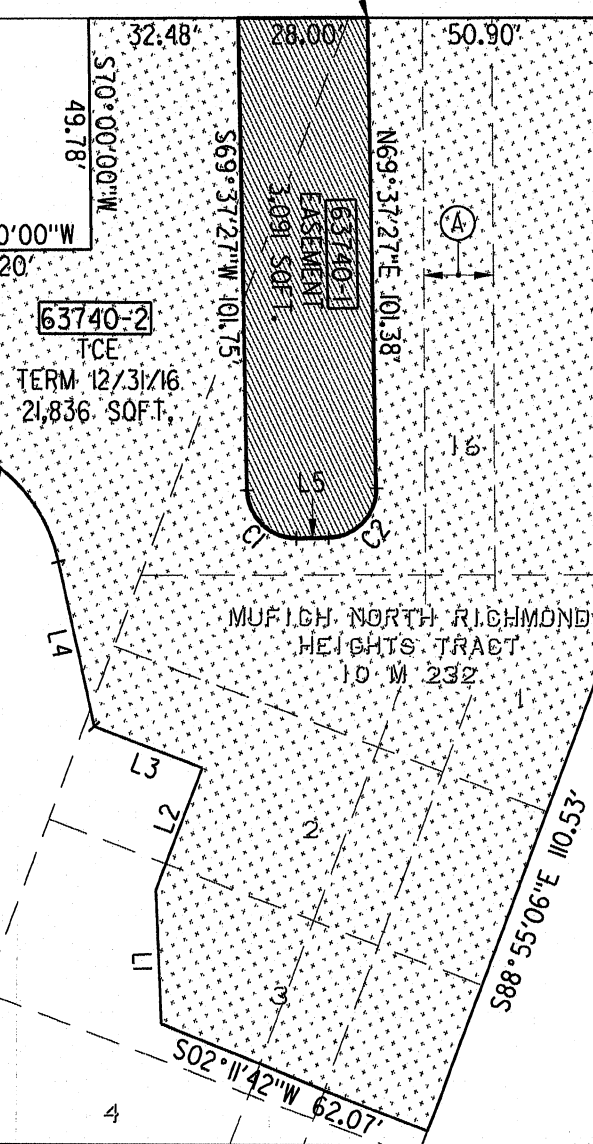
R=35.00'
Δ=78°24'52"
L=47.90'

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH
C1	10.50'	90°00'00"	16.49'
C2	10.50'	90°00'00"	16.49'

LINE TABLE

LINE	BEARING	DISTANCE
L1	S68°12'56"W	28.99'
L2	N88°29'41"W	28.33'
L3	S01°15'45"W	25.08'
L4	S58°24'52"W	36.63'
L5	N20°22'33"W	7.00'



LEGEND

- = ACCESS CONTROLLED
- = DIMENSION POINT
- = EASEMENT FOR PEDESTRIAN BRIDGE
- = TEMPORARY CONSTRUCTION EASEMENT
- P.O.B. = POINT OF BEGINNING
- SSE = SANITARY SEWER EASEMENT
- TERM = TERMINATION DATE
- Ⓐ = 15' SSE 6201 OR 329 & 6201 OR 332

EXHIBIT "B"

PLAT TO ACCOMPANY DESCRIPTION

A PEDESTRIAN BRIDGE AND TEMPORARY CONSTRUCTION EASEMENT OVER THE LANDS OF WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT PARCEL No. 63740

CITY OF SAN PABLO COUNTY OF CONTRA COSTA CALIFORNIA



ONE CONCORD CENTER
2300 CLAYTON ROAD, SUITE 1400
CONCORD, CA 94520
(925) 446-3800

DATE: MAY 8, 2014

SCALE: 1" = 40'

JOB NO: 2011-48

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: December 10, 2014

From: Bruce Harter
Superintendent

Agenda Item: F.2

Subject: Appointing a Committee to Consider Renaming Gompers High School

Background Information:

Community members led by Thomas Scott and Vince Rhea have requested that the Board consider renaming Gompers High school in honor of Sylvester Greenwood. Mr. Greenwood was a long-time teacher, principal, assistant superintendent and interim superintendent in Richmond Unified and later in West Contra Costa Unified School District.

Board Policy 7310 governs the process for renaming a WCCUSD facility or section of a facility. That policy states:

The Governing Board shall use the following criteria in naming buildings, parts of buildings or athletic fields in honor of the contributions of students, staff members and community members. The criteria shall include:

- 1. Individuals, living or deceased, who have made outstanding contributions to the WCCUSD or the educational community; or*
- 2. Individuals, living or deceased, who have made contributions of state, national or worldwide significance.*
- 3. Recognition of the geographic areas in which the school or building is located.*
- 4. No school facility will be given the name of a commercial development unless the name existed in the area prior to the development.*
- 5. The renaming of existing schools or major facilities shall occur only under extraordinary circumstances and after thorough study.*

The process for a renaming begins with the appointment of two members of a Board subcommittee who will consider the name change after reviewing community input.

Recommendation:

That the Board President appoint a two-person Board committee to review the possible recommendation to rename Gompers High School in honor of Sylvester Greenwood and make a recommendation to the full Board at a later meeting.

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: December 10, 2014

From: Bruce Harter
Superintendent

Agenda Item: F.3

Subject: Contract Extension

Background Information:

In 2012, Government Code sections 53243, et seq., were enacted to require that the employment contracts of certain executive public employees expressly address issues related to abuse of office. The proposed contract amendment updates paragraph 10 of the Superintendent's Employment Agreement ("Agreement") in order to address that requirement. The Agreement would otherwise continue in full force and effect under its existing terms.

In addition, on November 12, 2014, the Board conducted and approved the Superintendent's performance evaluation. Under the express terms of the Agreement, a satisfactory performance evaluation triggers a contract extension. Based on the evaluation, the Agreement's term was extended through June 30, 2018. Also under the express terms of the Agreement, the Superintendent's successful achievement of two performance goals triggered a 2% annual salary increase as well as a 2% payment to the Superintendent's tax sheltered annuity. The Board took action in open session to ratify this action, thus extending the contract and implementing the salary adjustment and tax sheltered annuity payment, as has been the practice of the Board for at least the last seven years. Issues have since been raised about the clarity of the Board's action on November 12. It is desirable to have clarity regarding the Board's actions, and further ratification to clarify those actions is appropriate.

Recommendation:

Recommend approve of Superintendent Contract Amendment regarding Government Code § 53243, et seq. and Ratification of Superintendent Performance Evaluation and Resulting Contract Extension and Salary and Tax Shelter Annuity Increase.

Fiscal Impact: No material impact.

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

EMPLOYMENT AGREEMENT AMENDMENT

This is an Amendment ("Amendment") to the Superintendent's Employment Agreement ("Agreement") between the West Contra Costa Unified School District ("District" or "Board") and Bruce Harter ("Harter") (collectively the "Parties"). The Parties enter into this Amendment this 10th day of December, 2014.

RECITALS

WHEREAS, the Parties have entered into an "Employment Agreement" hereinafter referred to as "Agreement" dated July 1, 2006;

WHEREAS, the terms of the Agreement have been extended as a result of Board evaluations, with the current term extending through June 30, 2018;

WHEREAS, the Parties wish to continue the existing Agreement except as amended herein;

WHEREAS, the Parties wish to amend the Agreement effective upon the execution of this Amendment in order to address the requirements of Government Code sections 53243, et seq.;

WHEREAS, the modifications stated below reflect the true intent of the Parties;

1. The Parties hereby agree to amend Paragraph 10 of the Agreement to add the following second paragraph to the existing language of Paragraph 10:

In accordance with Government Code section 53243, et seq., and as a separate contractual obligation, should Harter receive a paid leave of absence or cash settlement if this agreement is terminated with or without cause, such paid leave or cash settlement shall be fully reimbursed to the District by Harter if Harter is convicted of a crime involving an abuse of his office or position. In addition, if the District funds the criminal defense of Harter against charges involving abuse of office or position and Harter is then convicted of such charges, the Superintendent shall fully reimburse the District all funds expended for his criminal defense.

2. This Amendment supersedes any conflicting provisions in the Agreement and any ambiguity between this Amendment and the Agreement is to be interpreted in accordance with this Amendment.
3. The Agreement, as modified by this Amendment, constitutes the entire understanding between the parties hereto, and no addition to, or modification of, any term or provision of the Agreement, as modified by this Amendment, shall be effective unless set forth in writing and signed by both Parties.

Dated: December 10, 2014

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

President, Board of Education

Bruce Harter,
Superintendent

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: December 10, 2014

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

Agenda Item: F.4

Subject: Memorandum of Understanding (MOU) with Leadership Public High School

Background Information:

- A. In April 2012, the Charter School submitted a renewal Charter petition ("Charter") to the District. The Charter was approved by the District's Board of Trustees on May 23, 2012.
- B. By approving the charter renewal, the District assumed supervisorial oversight of the Charter School consistent with Education Code sections 47604.32 and 47604.33. The MOU document is intended to outline the Parties' agreements governing their respective fiscal, operational, and administrative responsibilities, their legal relationship, and other matters of mutual interest not otherwise addressed or resolved in the terms of the Charter.
- C. In July of 2013, the Local Control Funding Formula ("LCFF") was enacted into law through California Assembly Bill 97 and Senate Bill 91. Local Education Agencies, including charter schools, will received funding based on achieving LCFF goals, listed as the eight state priorities included in Education Code section 52060, subdivision (d). How the school will adhere to these goals, and measuring progress towards these goals, will be memorialized as a Local Control and Accountability Plan ("LCAP").
- D. The parties seek to amend the MOU to reflect modifications desired by the Parties and to ensure compliance with all statutes and regulations related to LCFF implementation and LCAP requirements.

Recommendation: Board approves the Memorandum of Understanding.

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT AND
LEADERSHIP PUBLIC SCHOOLS, INC.
ON BEHALF OF
LEADERSHIP PUBLIC SCHOOLS RICHMOND**

This Memorandum of Understanding ("Agreement") is entered into as of July 1, 2014 ("Effective Date"), by and between the Board of Trustees of the West Contra Costa Unified School District ("District") and Leadership Public Schools, Inc. a non-profit public benefit corporation ("Non-Profit") operating Leadership Public Schools Richmond ("Charter School"), a public charter school authorized by the District. The Charter School, Non-Profit and the District shall be collectively referred to herein as the "Parties." This Agreement shall be enforceable only following execution by both Parties and ratification or approval by the governing boards of each of the Parties.

RECITALS:

- A. In April 2012, the Charter School submitted a charter renewal ("Charter") to the District to renew the Charter. The Charter was approved by the District's Board of Trustees on May 23, 2012.
- B. By approving the charter renewal, the District assumes supervisory oversight of the Charter School consistent with Education Code sections 47604.32 and 47604.33. This Agreement is intended to outline the Parties' agreements governing their respective fiscal, operational, and administrative responsibilities, their legal relationship, and other matters of mutual interest not otherwise addressed or resolved in the terms of the Charter.
- C. In July of 2013, the Local Control Funding Formula ("LCFF") was enacted into law through California Assembly Bill 97 and Senate Bill 91. Local Education Agencies, including charter schools, will receive funding based on achieving LCFF goals, listed as the eight state priorities included in Education Code section 52060, subdivision (d). How the school will adhere to these goals, and measuring progress towards these goals, will be memorialized as a Local Control and Accountability Plan ("LCAP").
- D. The Parties seek to amend the MOU to reflect modifications desired by the Parties and to ensure compliance with all statutes and regulations related to LCFF implementation and LCAP requirements.

The Charter School is operated by Non-Profit, a not for profit public benefit corporation. All obligations imposed hereby on the Charter School are equally imposed on Non-Profit.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein set forth, including the recitals hereof, the Charter School and the District do hereby agree as follows:

1. **Term and Renewal.** This Agreement shall commence on the Effective Date and end on June 30, 2017. The Agreement is subject to early termination only as set forth in this Agreement or as otherwise permitted by law. Renewal or extension of this Agreement shall be based, in part, on compliance with the terms set forth in this Agreement, District policy, and applicable law.

2. **Designation of School.** The Charter School shall be known as Leadership Public Schools Richmond. The Charter School may not change its name, nor operate under any other name, without prior written notification to the District. The Non-Profit shall be responsible for all functions of the Charter School, subject to the terms and conditions set forth in this Agreement and the Charter. The Charter School shall not operate more than one school site without the prior express written approval of the District.

3. **Documentation Required by this Agreement.**

- (a) As part of the petition renewal process, the Charter School shall provide the District copies of the following documents:
- (1) Updated curriculum and educational plan for each grade level;
 - (2) The Charter School's grading policies;
 - (3) Contact information for all Charter School administrators;
 - (4) The Charter School's organizational chart;
 - (5) A roster and biographies for current governing board members;
 - (6) Verification of Brown Act training for administration and governing board as required by section 17(a) of this Agreement;
 - (7) Proof of Non-Profit's status as a non-profit corporation;
 - (8) Copy of Non-Profit's articles of incorporation and bylaws;
 - (9) Copy of the Charter School's health, safety and emergency plan (and verification of staff emergency, health & safety training);
 - (10) Copy of the Charter School's parent/student handbook;
 - (11) If applicable, copies of any notices provided to parents in advance of school opening;
 - (12) Copies of the employee handbook;
 - (13) Updated proof of teacher credentials and satisfaction of highly-qualified teacher requirements;
 - (14) Estimated enrollment and proof of appropriate and legally sufficient student-teacher ratios;
 - (15) If the Charter School will not be occupying District facilities, a copy of any agreement for the Charter School's facility and proof of that facility's compliance with the Field Act and/or the California Building Standards Code, as adopted and enforced by the local building enforcement agency, as well as all applicable health, fire, zoning and occupancy requirements; and
 - (16) If applicable, fully executed SELPA Agreement.

(a) Enrollment Documentation. The Charter School shall provide a list of the names and addresses of students enrolled and the school district of residence for each student within ten (10) school days after the beginning of the Charter School's school year. Thereafter, the Charter School shall report in-district ADA and student transfer data throughout the year with the monthly attendance reporting.

All enrollment documentation is protected under the Family Educational Rights and Privacy Act ("FERPA"), should be treated as confidential, may not be transferred to a third party, and may not be used for any purpose other than oversight of the Charter School as required by law. In addition, the District may not use the rosters to contact current or prospective students of the Charter School, in writing or via telephone, without the prior written notice to Non-Profit.

4. **Accountability Reports.**

(a) LCAP Reporting. The Charter School shall comply with Education Code section 47606.5, as that statute may be amended from time to time, as well as its implementing regulations, if any. The Charter School's final adopted Local Control and Accountability Plan ("LCAP") shall be provided to the District by July 1, 2014, and on or before July 1 annually thereafter, unless a different date is established by law. To the extent practicable, the Charter School shall report LCAP data in a manner consistent with how information is reported on a school accountability report card.

(b) Transitional Accountability and Testing Plan. The Parties hereby agree that while California's new statewide accountability and assessment system, known as the Measurement of Academic Performance and Progress ("MAPP"), may not be fully implemented until after the 2014-2015 school year, Charter Schools are nonetheless accountable for pupil outcomes identified in their approved charters. Charter Schools will be accountable to the Transitional Accountability Plans previously submitted.

(c) School Accountability Report Card. The Charter School will compile and provide to the District a School Accountability Report Card ("SARC"). Each school year's performance audit will be delivered in final written form to the District Superintendent by February 15. The SARC will, at a minimum, include the following data:

- (1) Summary data showing student progress towards meeting the goals and outcomes specified in the Charter from assessment instruments and measures listed in the Charter or otherwise required by the District.

- (2) Information regarding the number of students taking and passage rate of the California High School Exit Exam ("CAHSEE"), if applicable.
- (3) An analysis of whether student performance is meeting the goals specified in the Charter. This data will be displayed on both a school-wide basis and disaggregated by major racial and ethnic categories and shall include analysis based on the California Assessment of Student Performance and Progress ("CAASPP") and CAHSEE programs of the State of California.
- (4) The Charter School's progress towards meeting its Annual Performance Index ("API") and Adequate Yearly Progress ("AYP") targets.
- (5) Data on the level of parent involvement in the Charter School's governance (and other aspects of the school, if applicable) and summary data from an annual parent and student satisfaction survey, if applicable.
- (6) Data regarding the number of staff working at the Charter School and their qualifications.
- (7) A report on student discipline, including the number of students suspended or expelled from the Charter School; and
- (8) Any other material information regarding the educational program and the administrative, legal, and governance operations of the Charter School relative to compliance with the terms of the Charter upon request by the District. The provision of information will be consistent with federal laws regarding privacy as outlined in FERPA.

The SARC will also be accompanied by a separate report that will include the following performance data:

- (1) Summary results of any additional internal assessments used by the school and presented to Non-Profit's Governing Board.
- (2) A summary of any major changes to written school policies during the year.
- (3) Information demonstrating whether the Charter School implemented the means set out in the Charter to achieve a racially and ethnically balanced student population.
- (4) An overview of the Charter School's admissions practices during the year and data regarding the numbers of students enrolled and the number on waiting lists.
- (5) Analysis of the effectiveness of the Charter School's internal and external dispute mechanisms and data on the number and resolution of disputes and complaints."

5. **Funding.**

(a) **Basic Funding.** The Charter School is a direct funded charter, electing to receive funding from the State directly, pursuant to Education Code section 47651. The District shall comply with Education Code section 47635 in providing the Charter School with its share of local funding. In-lieu property tax revenues shall be forwarded on the 15th of each month as specified in law and shall be computed based on the amount of property taxes received by the sponsoring local education agency during the preceding fiscal year, as reported to the Superintendent of Public Instruction for purposes of the second principal apportionment. Except as otherwise noted in this Agreement, it shall be the responsibility of the Charter School to apply for funding beyond the basic statutory entitlements set forth in Education Code section 47633 and Education Code section 47634.1. The District recognizes the authority of the Charter School to pursue additional sources of funding. Any application for funding by the Charter School that depends on the support or creditworthiness of the District shall be approved in advance by the District.

The Charter School is eligible for a general-purpose entitlement allocated through the Local Control Funding Formula ("LCFF") under Education Code sections 42238 et seq. In addition to LCFF funding, the Charter School may continue to receive Block Grant Funding for eligible expenses from prior years consistent with state law. Except as otherwise noted in this Agreement, it shall be the responsibility of the Charter School to apply for funding beyond the basic statutory entitlements of the base grant due to the Charter School under LCFF.

(b) **District Applications for Funding.** When the District applies for additional sources of funding in the form of grants and/or categorical funding at the request of and for the benefit of the Charter School, the District shall receive one percent (1%) of such funds allocated to the Charter School as an indirect charge if allowable by the funding source. The District will pass through to the Charter School the full amount of the funding and may invoice the Charter School for the indirect cost as allowed under law. Funds shall be allocated to the Charter School on the basis of the terms of the grant and/or categorical fund award letter. The District may not delay payment or pass through of any grant funds and/or categorical funds due to the Charter School. These funds shall not be considered revenue for purposes of the District's oversight fee set forth in section 8(b) of this Agreement. The Charter School shall cooperate fully with the District in any application made by the District on behalf of the Charter School with the Charter School's prior written approval.

(c) **Expenditure of Funds.** The Charter School agrees to comply with all regulations related to expenditures and receipt of its funds (including compliance with federal and state compliance regulations and certifications). Without limitation to the foregoing, the Charter School agrees that all revenue received from the District and the State shall only be used as outlined herein and in the

charter for the provision of educational services for school age children enrolled in and attending the Charter School unless explicitly allowed otherwise by the funding regulations.

The Non-Profit shall be responsible for making necessary arrangements for the Charter School's participation, as appropriate, in the State Teachers' Retirement System ("STRS"), the Public Employees' Retirement System ("PERS"), and/ or social security.

The Non-Profit will provide the District with documentation attesting that it has entered into an agreement with the County Office of Education to provide these services.

(d) Compliance with Procedures. To the extent that the Charter School is required to submit records or information to the District or the County Office of Education in order to confirm funding, including but not limited to any audit requirements under LCFF, those records must be prepared by the Non-Profit in conformance with the funding agreement or applicable law governing submission of records.

6. Legal Relationship. Pursuant to its Charter and Education Code section 47604, the Charter School is operated by a non-profit public benefit corporation and is a separate legal entity from the District. As such, the District shall not be liable for the debts or obligations of the Charter School or the Non-Profit to the maximum extent permitted by applicable law. The Charter School may not enter into a contract or agreement to be managed or operated by any other non-profit public benefit corporation (or any other corporation or entity) without the express written prior approval of the District, which shall not be unreasonably withheld and shall be approved in a timely manner.

7. Complaints. Uniform complaints filed with the Charter School must be provided to the District within five (5) working days of receipt. If any such complaint raises an issue or issues that may be grounds for revocation or non-renewal of the charter, the District may request that the Charter School report to the District on how such complaints are being addressed, and the Charter School agrees to provide such information upon the District's request. The Charter School shall make such information available to the District for inspection upon request during regular business hours. Under all reasonable circumstances, the Charter School will cooperate fully in the legal release of information to the District to assist in the District's oversight obligations as required by law.

The District and West Contra Costa Board of Education agree to inform the Non-Profit and Charter School if they are contacted regarding a written complaint by a third party or community member against the Charter School and, if applicable, to refer the involved Parties to the Charter School's Uniform Complaint Procedures.

8. Fiscal Relationship.

(a) Responsibility for Fiscal Functions. The District shall not act as fiscal agent for the Charter School. Except otherwise expressly set forth in this Agreement, the Charter School shall be responsible for all of its fiscal operations, including but not limited to such functions as payroll, purchase orders, attendance reporting and state budget forms.

(b) Oversight Fee. The Parties agree that the District will incur costs in connection with its performance of supervisory oversight of the Charter School as required by law. If the Charter School is charged a pro-rata fee by the District for use of District owned facilities, pursuant to Education Code section 47613, Charter School shall pay to the District a supervisory oversight fee of one percent (1%) of the Charter School's revenues.

However, should the District provide the Charter School with substantially rent free facilities as referenced by Education Code section 47613(b) and documented by a facilities use agreement, the Parties agree that the Charter School shall pay to the District a supervisory oversight fee of three percent (3%) of all Charter School's revenues as defined heretofore.

The District shall not withhold the oversight fee on a monthly basis from the Charter School's in-lieu property tax disbursement. The District will invoice the Charter School for the oversight fee on a quarterly basis, with reconciliation to take place at the end of the fiscal year.

The Parties agree that should District be requested by the Charter School to perform services on behalf of the Charter School outside of its supervisory oversight functions, it may incur additional costs or expenses, which Charter School agrees are not included within the services under the Oversight Fee. At this time the Charter School does not wish to retain the District for any additional services. Any agreement for additional services not covered by the Oversight Fee shall be subject to a separate written agreement and the Charter School agrees to reimburse the District for such services pursuant to the terms of such agreement.

"Supervisory Oversight" as used in the Education Code Section 47613 is defined in Education Code Sections 47604.32 and 47604.33 to mean the District's performance of duties to include all oversight activities as required by applicable law including but not limited to the following:

- Identification of at least one (1) staff member as contact person for the Charter School.
- Visiting the Charter School at least annually pursuant to Education Code 47604.32(b).

- Providing timely notification regarding whether the charter's renewal is granted or denied, the charter is revoked, or the charter will cease operation for any reason.
- Reviewing annual reports, including the annual update required pursuant to Section 47606.5, and monitoring the fiscal condition of the Charter School pursuant to Education Code sections 47604.32, subd.(d) and 47604.33.

(c) Distribution of Assets Upon Revocation or Closure. Should the Charter School cease to exist (by voluntary closure, revocation or non-renewal of its charter, after the appeal process is exhausted), and upon a final audit and the payment of, or provision for payment of, all debts and liabilities of the Charter School, any public funds held by or for the Charter School and any assets of the Charter School purchased with public funds shall be distributed by the Non-Profit Governing Board, in accordance with applicable law and Charter School's stated close-out procedures in its Charter. In all cases, any distribution of funds or assets of the Charter School shall not include any funds or assets owned by or owed to the District.

9. **Fiscal Controls.**

(a) Fiscal Policies. The Non-Profit shall adopt and meet generally accepted accounting principles and shall adopt policies to ensure the Charter School's funds are used to most effectively support the Charter School's mission and to ensure that funds are budgeted, accounted for, expended, and maintained in an appropriate fashion. Such policies will include, but not be limited to the following:

- (1) Expenditures shall be made in accordance with the annual budget adopted by the Non-Profit Governing Board;
- (2) The Charter School's funds shall be managed and held in a manner that provides a high degree of protection of the Charter School's assets; and
- (3) All transactions shall be recorded and documented in an appropriate manner that allows reporting to the State, the District, and/or the County Office of Education.

(b) Attendance Accounting. The Non-Profit will be responsible for the Charter School's daily and monthly attendance accounting, as well as any attendance reporting to the District, the County Office of Education or state agencies. The Non-Profit will establish and maintain an appropriate attendance accounting system to record the number of days students are actually in attendance and engaged in activities required of them by the Charter School. The

Charter School's annual audit will review actual attendance accounting records and practices to ensure compliance. The Non-Profit's attendance accounting practices will be in conformance with applicable law.

(c) Annual Financial Audit. The Charter School shall not participate in the annual District fiscal auditing process. Rather, the Non-Profit's Governing Board will annually appoint an external fiscal auditor. The audit shall include, but not be limited to:

- (1) An audit of the accuracy of the Charter School's financial statements;
- (2) An audit of the Charter School's attendance accounting and revenue claims practices; and
- (3) An audit of the Charter School's internal control practices.

A copy of the audit report shall be submitted to the District within thirty (30) days of completion, or no later than December 15 of the fiscal year following the fiscal year for which the audit was performed. The Non-Profit agrees to implement all audit requirements as applicable by law. The Non-Profit may appeal or request summary review of an audit finding or exception as allowed by applicable law.

(d) Financial Reports. In addition to the foregoing requirements, the Non-Profit shall annually prepare and submit the following reports to the District and the County Superintendent of Schools by the deadlines set by the California Department of Education, and listed below, all requested information needed to prepare financial reports:

Preliminary Budget:	July 1 of each year
First Interim:	December 15 of each year
Second Interim:	March 15 of each year
Unaudited Actuals:	September 15 of each year

The Non-Profit will continue to use an accounting format acceptable to the California Department of Education (reference: <http://www.cde.ca.gov/fg/sf/fr/>). The submissions shall consist of two (2) hard copies and one (1) data file (on disc) or the data file shall be emailed to the Director of the District's Business Services Department.

- (1) The Interim Reports shall include:
 - i. Year to date financial activity showing budgeted versus actual amounts;

- ii. Detailed revenue and expenditure projections for the current year and the two (2) succeeding years, with written assumptions;
- iii. Monthly cash flow, including up to date actuals and projects for the remainder of the current year;
- iv. CDE Exhibit N-1 (Principal apportionment revenue calculations), with complete and up-to-date information;
- v. Updated enrollment and ADA figures.

(e) Voter Approved Measures. In the event that the District seeks and receives a voter approved bond or parcel tax, the Charter School shall have no entitlement to any portion of the funds unless otherwise agreed upon in writing prior to the election. The Charter School agrees that it has no entitlement to funds currently being received, if any, by the District under previous parcel tax or bond elections. However, the Parties acknowledge that the matter of California Charter Schools Assoc. v. WCCUSD (Contra Costa County Superior Ct., Case No. MSC14-00901) is being litigated. If, following final adjudication or settlement of that litigation, the District is compelled to share parcel tax revenues with the Charter School, this provision of this Agreement will not act to bar the Charter School from receipt of parcel tax revenues due to it as a result of said final adjudication or settlement.

Notwithstanding this provision, it is the intention of the Parties to house the Charter School at the rehabilitated Gompers campus. Said renovations are being funded, in part, with District bond proceeds.

(f) Loans. The Non-Profit shall establish a fiscal plan for repayment of any loans received by the Charter School in advance of receipt of such loans. It is agreed that all loans sought by the Non-Profit shall be authorized in advance by the governing board of the Non-Profit and shall be the sole responsibility of the Non-Profit. The District shall have no obligation with respect to any loans received by the Non-Profit to finance its operations, and any such loan shall be the sole responsibility of the Non-Profit. Upon request, the Non-Profit will provide information regarding any such loan to the requesting agency pursuant to Education Code section 47604.3.

It is agreed that all loans sought by the District shall be authorized in advance by the governing board of the District and shall be the sole responsibility of the District. The Charter School shall have no obligation with respect to any loans received by the District to finance its operations, and any such loan shall be the sole responsibility of the District.

(g) **Advance of Funds.** Absent a written agreement to the contrary, the District shall not advance any funds to the Charter School nor shall the District provide a line of credit for the Charter School.

(h) **Cash Flow and Reserve.** Consistent with section 15443 of Title 5 of the California Code of Regulations, the Non-Profit shall voluntarily strive to maintain prudent reserves equivalent to those required of school districts of similar size:

School ADA	Expected Reserve
0-300	Greater of 5%* or \$50,000
301-1,000	Greater of 4%* or \$50,000
1,001-30,000	3%*

**Percentages are as applied to total expenditures, transfers out and other uses, except as provided for in Education Code section 33128.*

In the case that the Non-Profit's reserves fall below these recommended levels during the course of a year, the Non-Profit must demonstrate how the reserves will be replenished within the current year or subsequent two fiscal years in its next budget report upon request by the District.

(i) **Payroll.** The Non-Profit will prepare payroll checks, tax and retirement withholdings, tax statements and perform other payroll support functions for the Charter School. Upon hiring of staff, a personnel file will be established with all appropriate payroll-related documentation as required by law.

(j) **Other Fiscal Control Policies.** The Non-Profit shall develop and maintain other fiscal control policies as recommended by independent certified public accountants retained by the Non-Profit to advise it on fiscal control policy matters.

10. **Reporting to the District.**

(a) **Enrollment.** The Charter School recognizes the need to achieve sufficient enrollment each year so that Charter School remains fiscally viable. On an annual basis and no later than January 15 of each year, the Charter School shall provide the District a copy of its estimated maximum enrollment plans and anticipated grade level offerings for the following school year. The Charter School shall also provide a list of the names, residential addresses of students participating in the enrollment lottery and the district of residence for each student. The Charter School recognizes that this information is critical to District planning for the next year. The Charter School agrees to use reasonable efforts to give complete and accurate information regarding enrollment to the District upon request. To the extent these enrollment documents have already been provided to the District as part of the annual Proposition 39 Application, the documents shall be deemed submitted to the District.

This enrollment documentation is protected under the Family Educational Rights and Privacy Act ("FERPA"), should be treated as confidential, may not be transferred to a third party, and may not be used for any purpose other than planning purposes of the District. In addition, the District may not use the rosters to contact current or prospective students of the Charter School, in writing or via telephone, without the prior written notice to Non-Profit.

(b) Reporting to Public Agencies. The Non-Profit shall make available upon request to the District a copy of any reports or other documents that the Charter School is required to submit to any state or other public agency in the State of California.

(c) Notification to District Regarding Governing Body Composition. The Non-Profit shall annually (on or before July 1) send to the District a list of its directors and officers. The Non-Profit shall provide the District with timely notice of any change in the composition of these directors or officers.

(d) School Calendar and Schedules. The Charter School shall provide by July 1 of each year the school calendar for the upcoming school year. The bell schedule including calculation of instructional minutes for the upcoming school year will be provided by September 1. If summer school, extended day or intersession is offered, the Charter School shall provide calendars and bell schedules for such programs.

(e) Cumulative File Information. The District and Charter School shall promptly forward to each other all cumulative file information, including, but not limited to, information regarding special education and related services, whenever a student transfers from a District school to the Charter School, or vice versa.

(f) Student Records. The Charter School hereby designates the District as having a legitimate educational interest such that the Charter contact for the District is entitled upon request to review the Charter School's education records under the Federal Educational Rights and Privacy Act ("FERPA") and related state laws regarding student records in accordance with District's necessary supervisory oversight. At a minimum, such records include emergency contact information, health and immunization data, attendance summaries, and academic performance data from all statewide student assessments pursuant to Education Code sections 60605 and 60851. The Charter School, its officers and employees shall comply with FERPA and state laws regarding student records at all times. Original student records will not be taken off site, however, copies of student records will be provided upon District request at reasonable District expense.

11. **Special Education and Related Services.** Pursuant to Education Code section 47641, Non-Profit has elected to participate as an independent Local Education Agency (LEA) for Special Education services. In recognition of the Charter School's use of El Dorado County for special education services, the District will not assess a Special

Education Encroachment Fee. Non-Profit will provide to the District a copy of the Agreement between Non-Profit and El Dorado County (or other third party SELPA). Non-Profit must notify District of any changes to or termination of its SELPA Agreement. Non-Profit must be part of a SELPA at all times.

The Charter School agrees that all children will have access to the Charter School and no student shall be denied admission due to disability. The Charter School shall be solely responsible for compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act.

12. **English Learners.** The Charter School will annually administer the California English Language Development Test ("CELDT") to all eligible students. The Charter School will be responsible for all components necessary to comply with state and federal testing and reporting of English Learners.

13. **Human Resources Management.**

(a) Non-Profit Exclusive Employer. The Non-Profit is the exclusive public school employer of its employees for purposes of collective bargaining as provided in Education Code section 47605 (b)(5)(0). The employees of the Non-Profit shall have no right to employment by the District. The Non-Profit shall have sole responsibility for employment, management, dismissal and discipline of its employees.

(b) Compliance with Fingerprinting Requirements. Throughout the term of the Charter and this Agreement, all employees of the Charter School, parent volunteers who will be performing services that are not under the direct supervision of a certificated teacher, and onsite vendors having unsupervised contact with students, will submit to background checks and fingerprinting in accordance with the provisions of Education Code section 45125.1 as required by law. The Non-Profit will certify to the District upon request that all employees and volunteers or vendors have clear criminal records summaries prior to their having any unsupervised contact with students.

(c) NCLB. The Charter School will be responsible for ensuring its staff is compliant with all provisions of the federal No Child Left Behind Act ("NCLB").

14. **Insurance and Risk Management.** The Non-Profit shall, at its sole cost and expense during the entire term hereof, procure, pay for and keep in full force and effect insurance with a licensed carrier(s) as outlined in this section 14, as well as any additional insurance required by law. The Non-Profit shall provide the District with a certificate of insurance for each policy purchased pursuant to this Section along with additional insured endorsements as required by section 14(a)(3) hereof.

(a) Basic Terms. All insurance policies required under this section 14 shall include the following:

- (1) A clause stating: "This policy shall not be canceled or reduced until notice has been mailed to West Contra Costa Unified School District stating the date of cancellation or reduction. The date of cancellation or reduction may not be less than thirty calendar days after the date of mailing such notice.";
- (2) Language stating with particularity those insured, the extent of insurance, locations and operations to which the insurance applies, expiration date, to whom the cancellation and reduction notice required by section 12(a)(1) will be sent, and length of notice period; and
- (3) A statement that the District and its officers, employees and agents are named as additional insureds under the policy and that such insurance policy shall be primary to any insurance or self-insurance maintained by the District. The Non-Profit shall provide the District with an additional insured endorsement for each insurance policy held by the Non-Profit. A certificate of insurance containing reference to the endorsement will not be accepted in lieu of the actual endorsement.

(b) Workers' Compensation. In accordance with the Labor Code, the Non-Profit shall purchase and hold Workers' Compensation insurance adequate to protect the Non-Profit from claims under the Workers' Compensation Act which may arise from its operation.

(c) General Liability Insurance. The Non-Profit shall purchase and hold occurrence-based general liability insurance in the amount of two million dollars (\$2,000,000) providing coverage for, among other things, negligence, errors and omissions, educators legal liability, abuse and molestation, crime, and employment practices liability of the Non-Profit, its Board, officers, agents, employees or students. The deductible per occurrence for said insurance shall not exceed five thousand dollars (\$5,000) for any and all losses resulting from negligence, errors and omissions of the Non-Profit, its Board, officers, agents, employees or students.

(d) Property Insurance. To the extent the Charter School is located in a District facility, the Non-Profit must also secure property insurance and content property insurance as outlined in the Facilities Use Agreement between the Charter School and the District.

(e) Bond. The Non-Profit shall purchase and hold fidelity bond coverage to cover all school employees.

15. **Facilities.** In the event the Charter School will occupy District facilities, the Parties shall separately enter into a Facilities Use Agreement, setting forth all terms and provisions of such use.

16. **Indemnification.** The Non-Profit shall indemnify, defend, and hold harmless the District, its officers, directors, and employees, attorneys, agents, representatives, volunteers, successors and assigns (collectively hereinafter the "indemnified parties") from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered is against the indemnified parties, that may be asserted or claimed by any person, firm or entity arising out of, or in connection with, the Charter School's performance under the charter or this Agreement, including, but not limited to, any acts or errors or omissions by the Charter School, the Non-Profit, its governing body, administrators, employees, agents, representatives, volunteers, successors and assigns, unless caused by the negligence or willful misconduct of any of the indemnified parties.

The District shall indemnify, defend, and hold harmless the Charter School, the Non-Profit, its officers, directors, and employees, attorneys, agents, representatives, volunteers, successors and assigns (collectively hereinafter the "indemnified parties") from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered is against the indemnified parties, that may be asserted or claimed by any person, firm or entity arising out of, or in connection with, the District's performance, including, but not limited to, any acts or errors or omissions by the District, its governing body, administrators, employees, agents, representatives, volunteers, successors and assigns, unless caused by the negligence or willful misconduct of any of the indemnified parties.

17. **Compliance with Law Applicable to Public Agencies.** The Charter School shall comply with all applicable State and Federal laws. The Charter School will voluntarily make reasonable efforts to comply with laws which generally apply to public agencies (which may be amended from time to time), including but not limited to the following:

- The Brown Act (Cal. Gov. Code §§ 54950 et seq.);
- The Public Records Act (Cal. Gov. Code §§ 6250 et seq.);
- State Conflict of Interest Laws (the Political Reform Act (Cal. Gov. Code §§ 87100 et seq.), and Cal. Gov. Code §§ 1090 et seq.);
- The Child Abuse and Neglect Reporting Act (Cal. Penal Code §§ 11164 et seq.);
- The Individuals with Disabilities Education Rights Act ("IDEA") (20 U.S.C. §§ 1400 et seq.);

- The Americans with Disabilities Acts (42 U.S.C. §§ 12101 et seq.);
- The U.S. Civil Rights Acts, including Title VII of the 1964 Civil Rights Act;
- The California Fair Employment and Housing Act ("FEHA") Cal. Gov. Code §§ 12900 et seq.);
- The Age Discrimination in Employment Act ("ADEA") 29 U.S.C. §§ 621 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §§ 794 et seq.), Education Code sections 220 et seq.;
- The Uniform Complaint Procedure (5 Cal. Code Regs. §§ 4600 et seq.);
- The Family Educational Rights and Privacy Act ("FERPA") 20 U.S.C. §§ 1232g et seq.); and
- The No Child Left Behind Act ("NCLB") 20 U.S.C. §§ 6301 et seq.)
- Local Control Funding Formula (Cal. Educ. Code §§ 42238.02 et seq.; 2238.03 et seq.); .

Charter School shall have the right to amend its compliance with any of the above referenced sections of law if any California Court of Appeal or the Attorney General concludes that these laws do not apply, or only apply in a limited fashion.

(a) Brown Act and Governing Board Meetings. During the term of the Charter, the Charter School shall conduct the meetings of its governing board in accordance with the Brown Act, including making public the agendas of such meetings in advance, as required by the Brown Act. Prior to charter renewal, the Charter School will provide verification by letter to the District that the Governing Board, administrative staff, and any other staff deemed appropriate by the Charter School have participated in Brown Act training. The governing board of the Charter School shall conduct public meetings at such intervals as are necessary to ensure that the board is providing sufficient direction to the Charter School through implementation of effective policies and procedures. The District reserves the right to appoint a voting member to the Charter School's governing board in accordance with the provisions of Education Code section 47604. The Charter School agrees to provide to the District's representative on the governing board a complete board packet of information being submitted to the board before each meeting, in sufficient time for review. Governing board adopted policies, meeting agendas and minutes shall be maintained and shall be available for public inspection and to the District during site visits (or upon request).

(b) Public Records Act. The Charter School understands and agrees that all of its records that relate in any way to the operation of the Charter School are

may be cause for revocation of the Charter, the District shall not be obligated by the terms of this section as a precondition to revocation.

(a) The Superintendent of the District (or his or her designee) and the Charter School Director shall each appoint one (1) representative to form a "Site Committee". If a Site Committee was previously appointed in attempt to resolve a prior dispute, the membership of such committee shall be deemed to continue in service unless (1) any member is no longer employed by the party such member represents or (2) any party requests, in writing, that the other party appoint a new member to replace an existing member, such requests to be made solely in the interest of furthering the resolution of disputes. The Site Committee shall meet to attempt informal resolution of the dispute. The Site Committee shall attempt to formulate proposed solutions to the dispute, and shall present such solutions to the party each such member represents.

(b) If such efforts do not yield a resolution within thirty (30) days of the first such meeting of the Site Committee to resolve each such dispute, the Superintendent of the District and the CEO of the Non-Profit shall meet with the Site Committee at least once and up to three times in an effort to reach a resolution of the dispute.

(c) If the Parties are unable to resolve the dispute through such informal meetings, any party may request in writing that the dispute be submitted to non-binding mediation, and the other party shall accede to such request. The Mediator's fees shall be split evenly by the District and the Charter School. The mediator shall be selected jointly by the District and the Charter School, and the Parties shall cooperate to find a reasonably acceptable mediator.

(d) Any resolution of a dispute pursuant to the foregoing procedure shall be submitted to the governing boards of both the District and the Non-Profit for acceptance before such resolution is effective.

(e) If the Parties are unable to resolve the dispute through non-binding mediation, then either party may exercise any other legal remedy such party may have. Compliance with these dispute resolution procedures shall be a prerequisite to any legal action to enforce the terms of this Agreement.

(f) Exercise by the Charter School of this dispute resolution procedure shall not, in and of itself, constitute a material violation of the charter or otherwise be grounds for revocation.

22. **Severability.** If any provision or any part of this Agreement is for any reason held to be invalid or unenforceable or contrary to law, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

23. **Governing Authority.** To the extent that this Agreement is inconsistent with any of the terms of the approved Charter, the terms of this Agreement shall supercede the terms of the Charter.

24. **Venue.** The Parties agree that any legal action to enforce the terms of this Agreement shall be brought in the appropriate court in Contra Costa County, California.

25. **Notices.** All notices, requests, and other communications under this Agreement shall be in writing and submitted in writing to the addresses set forth below. Notice shall be deemed given on the second day following the mailing of notice by certified mail.

To the District at: West Contra Costa Unified School District
1108 Bissell Avenue
Richmond, California 94801
Attn: Dr. Bruce Harter, Superintendent

To the Non-Profit at: Leadership Public Schools, Inc.
344 Thomas L. Berkley Way, Suite 340
Oakland, CA 94612
Attn: Dr. Louise Bay Waters, Superintendent and CEO

26. **Entire Agreement; Counterparts.** This Agreement contains the entire agreement of the Parties with respect to the matters covered hereby, and supersedes any oral or written understandings or agreements between the Parties with respect to the subject matter of this Agreement. This Agreement may be executed in counterparts, each of which shall constitute an original. Facsimile copies of signature pages transmitted to other Parties to this Agreement shall be deemed equivalent to original signatures on counterparts.

Dated: 11/12/14

Louise Bay Waters
Non-Profit

Dated: 11-19-14

Bruce Harter
School District

Approved and ratified this _____ by the Board of Education of the _____ School District by the following vote:

AYES: _____

NOES: _____

ABSTAINS: _____

Certification by the Superintendent.

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

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education **Meeting Date:** July 10, 2013
From: Kenneth L. Whittemore *KLW* **Agenda Item:** F.5
Assistant Superintendent Human Resources
Subject: Public Hearing and Adoption of Initial Bargaining Proposal from the United Teachers of Richmond (UTR) to West Contra Costa Unified School District

Background Information:

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

Recommendation: That the Board of Education hold a public hearing on the United Teachers of Richmond (UTR) initial bargaining proposal to the District for the 2014-2015 successor agreement.

Board Adoption of Initial Bargaining Proposal

Background Information: Following the public hearing on its initial bargaining proposal, the Board of Education will be asked to adopt the United Teachers of Richmond (UTR) proposal to the District for the 2014-2015 successor agreement.

Recommendation: That the Board of Education adopt the initial bargaining proposal for labor negotiations with the United Teachers of Richmond (UTR).

Fiscal Impact: To be determined

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

UNITED TEACHERS of RICHMOND CTA/NEA
and
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

UTR Initial Proposal for a Successor Collective Bargaining Agreement

Negotiations proposal:

The United Teachers of Richmond would like to sunshine the agreement between West Contra Costa Unified School District and the United Teachers of Richmond's CBA Contractual Bargaining Agreement for July 1, 2015 through June 30, 2018 in its' entirety, to meet and negotiate a good faith successor agreement.

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

ITEM REQUIRING ATTENTION----BOARD OF EDUCATION

To: Board of Education

Meeting Date: December 10, 2014

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

Agenda Item: F.6

Subject: Public Hearing and Adoption of the Initial Bargaining Proposal from West Contra Costa Unified School District to United Teachers of Richmond

Background Information:

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

Recommendation: That the Board of Education hold a public hearing on the District's initial bargaining proposal to the United Teachers of Richmond for the 2014-2015 successor agreement.

Board Adoption of Initial Bargaining Proposal

Background Information: Following the public hearing on its initial bargaining proposal, the Board of Education will be asked to adopt the District's proposal to the United Teachers of Richmond for the 2014-2015 successor agreement.

Recommendation: That the Board of Education adopt the initial bargaining proposal for labor negotiations with the United Teachers of Richmond.

Fiscal Impact: To be determined

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

**THE WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
INITIAL PROPOSAL TO THE UNITED TEACHERS OF RICHMOND FOR
2014-2015 CONTRACT NEGOTIATIONS**

Negotiations proposal:

The current duration for the bargaining unit agreement between the two parties concludes on June 30, 2015. The District shall meet and bargain on all contractual Articles 1-52 with UTR to produce a successor agreement to the current contract.

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

ITEM REQUIRING ATTENTION---BOARD OF EDUCATION

To: Board of Education **Meeting Date:** December 10, 2014
From: Kenneth L. Whittemore, *(KW)* **Agenda Item:** F.7
Assistant Superintendent Human Resources
Subject: Public Hearing and Adoption of the Joint Initial Bargaining Proposal from West Contra Costa Unified School District and West Contra Costa Administrators Association

Background Information:

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

Recommendation: That the Board of Education hold a public hearing of the joint initial bargaining proposal with West Contra Costa Administrators Association (WCCAA) for the 2014-2015 successor agreement.

Board Adoption of the Joint Initial Bargaining Proposal

Background Information: Following the public hearing on its joint initial bargaining proposal, the Board of Education will be asked to adopt the joint proposal of the West Contra Costa Administrators Association and the District for the 2014-2015 successor agreement.

Recommendation: That the Board of Education adopt the joint initial bargaining proposal for labor negotiations with the West Contra Costa Administrators Association.

Fiscal Impact: To be determined

DISPOSITION BY BOARD OF EDUCATION

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

**THE WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT'S
JOINT INITIAL PROPOSAL WITH THE WEST CONTRA COSTA ADMINISTRATORS
ASSOCIATION FOR 2014-2015 CONTRACT NEGOTIATIONS**

The following articles are the joint initial bargaining proposals between the West Contra Costa Unified School District and West Contra Costa Administrators Association are:

- Article 1: Agreement
- Article 2: Recognition
- Article 3: Salary
- Article 8: Leaves
- Article 11: Filling Bargaining Unit Vacancies
- Article 12: Benefits
- Article 13: Transfer
- Article 15: Evaluation
- Article 16: Reduced Work Year
- Article 20: Discipline
- Article 21: Safety
- Article 22: Work Days/Years
- Article 23: End of Year Release/Reassignments of Certificated Administrators

New Articles

- Article 25: Professional Development
- Article 26: Threshold to Determine Need for Additional Support

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:** December 10, 2014
From: Nia Rashidchi **Agenda Item:** G.1
Assistant Superintendent, Educational Services
Subject: WCCUSD Interim Reclassification Criteria for English Learner Students

Background Information:

The Reclassification Criteria for English Learner students consists of the following criteria:

1. Assessment of English language proficiency, using an objective assessment instrument, including but not limited to, the state test of English language development, California English Language Development Test (CELDT)
2. Teacher evaluation, including but not limited to, review of student's curriculum mastery-Student Oral Language Observation Matrix (SOLOM)
3. Parent opinion and consultation letter
4. Comparison of student performance on an objective assessment of basic skills in English language arts. The assessment must measure basic skills for all students and must produce results that show whether a student is performing at or close to grade level.

In the absence of a state-administered test of student performance on basic skills in English language arts (e.g. CST), local education agencies are required to select another measure for the fourth criterion.

Attached is the English Learner Reclassification Summary with the proposed recommendation for the objective assessment of basic skills in English language arts and the interim assessment levels for reclassification. This is a temporary proposal. The state-administered "standardized" test of student performance on basic skills may be used in the 2015-2016 school year and beyond.

Recommendation: First Read

Fiscal Impact: \$4,000 for purchase of additional Scholastic Reading Inventory (SRI) licenses.

DISPOSITION BY BOARD OF EDUCATION

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

West Contra Costa Unified School District - English Learner Reclassification Summary 2014-15

Required Criteria (California Education Code Section 313[d])	West Contra Costa Unified School District Criteria Grades 1-2	West Contra Costa Unified School District Criteria Grades 3-6	West Contra Costa Unified School District Criteria Grades 7-8	West Contra Costa Unified School District Criteria Grades 9-12
English Language Proficiency Assessment (CELDT)	Early Advanced or Advanced overall score on the CELDT, with no skill area less than Early Advanced (4) in Listening, Speaking, Reading and Writing.	Early Advanced or Advanced overall score on the CELDT, with no skill area less than Early Advanced (4) in Listening, Speaking, Reading and Writing.	Early Advanced or Advanced overall score on the CELDT, with no skill area less than Early Advanced (4) in Listening, Speaking, Reading and Writing.	Early Advanced or Advanced overall score on the CELDT, with no skill area less than Early Advanced (4) in Listening, Speaking, Reading and Writing.
Assessment using a Standardized Test scaled score in English Language Arts	Grade equivalent of 1.0 for grade one and 2.0 for grade two using the Gates-McGinitie Reading Test	CST Score of Basic 325 or above in ELA Proposed Interim Change: STAR Reading Assessment cut score at benchmark (see attached sheet with breakdown by grade level and administration)	CST Score of Basic 325 or above in ELA Proposed Interim Change: STAR Reading Assessment cut score at benchmark (see attached sheet with breakdown by grade level and administration)	CST Score of Basic 325 or above in ELA Proposed Interim Change : CAHSEE ELA score of 350 or Scholastic Reading Inventory(SRI) for lexile level (see attached sheet with breakdown by grade level)
Parental Opinion and Consultation	Parental Opinion and Consultation Letter	Parental Opinion and Consultation Letter	Consultation letter	Consultation letter
Teacher Evaluation	Recommendation with a score of 4 or 5 on the Student Oral Language Observation Matrix (SOLOM)	Recommendation with a score of 20 on the Student Oral Language Observation Matrix (SOLOM)	Recommendation with a score of 20 on the Student Oral Language Observation Matrix (SOLOM)	Recommendation with a score of 20 on the Student Oral Language Observation Matrix (SOLOM)
Writing Sample	N/A	Writing sample - grade level writing with few or no English learner errors.	Overall score of 4 or above on the ELD placement writing test	Overall score of 4 or above on the ELD placement writing test
Grades	N/A	Grade level work in all core subjects: ELD, language arts, math, science, social science.	Grade point average of C- or above in Core subjects	Grade point average of C- or above in Core subjects

WCCUSD Interim Levels for Reclassification of English Learners

2014-2015

Grade	Instrument	WCCUSD Recommended Minimal Performance for Reclassification
3	STAR Reading Assessment	At Benchmark
4	STAR Reading Assessment	At Benchmark
5	STAR Reading Assessment	At Benchmark
6	STAR Reading Assessment	At Benchmark
7	STAR Reading Assessment	At Benchmark
8	STAR Reading Assessment	At Benchmark
9	Scholastic Reading Inventory	Lexile of 930 L
10	Scholastic Reading Inventory Or CAHSEE	Lexile of 980L or 350 on ELA
11	CAHSEE	350 on ELA
12	CAHSEE	350 on ELA

Grades 3-8 performance will be measured with cut scores from STAR Reading, taken 3 times per year.

Grades 9 Lexile scores will be measured using Scholastic Reading Inventory (SRI) assessment.

Grade 10 students without CAHSEE scores may be evaluated for reclassification using the SRI assessment.

Grades 10-12 students will be evaluated for reclassification using CAHSEE ELA assessment results.

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: December 10, 2014

From: Mary Phillips
Chief Technology Officer

Agenda Item: G.2

Subject: New Board Policy: BP 0440 District Technology Plan

Background Information:

This Board Policy was created to be in compliance with current procedures and codes and reflects the criteria of the California Department of Education. The policy outlines the necessary components of a technology plan to include duration, educational and curriculum components, budgeting and planning.

Recommendation: Review new Board Policy which will then be recommended for adoption at the December 17, 2014 Board Meeting.

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____

West Contra Costa USD

Board Policy

District Technology Plan

BP 0440

Philosophy, Goals, Objectives and Comprehensive Plans

The Governing Board recognizes that technological resources can enhance student achievement by increasing student access to information, developing their technological literacy skills, and providing instruction tailored to student needs. Effective use of technology can also increase the efficiency of the district's noninstructional operations and governance. The Board is committed to the development and maintenance of a districtwide infrastructure and to providing staff professional development that will allow the implementation of existing and new technologies.

Education Code 51871.5 requires districts to develop a three- to five-year education technology plan as a condition of receiving any technology grant administered by the California Department of Education (CDE). As required by Education Code 51871.5, the CDE has developed criteria for reviewing technology plans which are described in Education Technology Planning: A Guide for School Districts.

The Superintendent or designee shall develop a three- to five-year technology plan which:

1. Focuses on the use of technology to improve student achievement and is aligned with the district's vision and goals for student learning
2. Contains clear goals for the use of technology based on an assessment of district needs
3. Addresses the components required for state or federal technology grant programs, administered by the California Department of Education, in which the district participates (Education Code 51871.5, 52295.35; 5 CCR 11974; 20 USC 6764; 47 CFR 54.508)
4. Addresses the use of technology to improve district governance, district and school site administration, support services, and communications
5. Addresses funding and budget to include:
 - a. Costs and the current budget associated with implementing each component of the plan
 - b. Existing and potential funding sources
 - c. Options for reducing costs
 - d. Annual budgets for the term of the plan

- e. Provision of ongoing technical support
- f. The district's policy for replacing obsolete equipment
- g. A process for monitoring progress and updating funding and budget decisions

Technology Subcommittee

The Board has appointed the Technology Subcommittee with the development of the technology plan. The subcommittee will be representative of WCCUSD schools, community and parents. The recommendations of the committee shall be advisory only and shall not be binding on the Board. The plan shall be submitted to the Board for approval.

Legal Reference:

EDUCATION CODE

- 10550-10555 Telecommunications standards
- 11800 K-12 High Speed Network grant program
- 51006 Computer education and resources
- 51007 Programs to strengthen technological skills
- 51865 California distance learning policy
- 51870-51874 Educational technology
- 52295.10-52295.55 Implementation of federal Enhancing Education Through Technology (EETT) grant program
- 60010 Instructional materials, definition
- 66940 Distance learning

PENAL CODE

- 502 Computer crimes, remedies

CODE OF REGULATIONS, TITLE 5

- 11971-11979.5 Enhancing Education Through Technology grants

UNITED STATES CODE, TITLE 20

- 6751-6777 Enhancing Education Through Technology Act, No Child Left Behind Act, Title II, Part D

UNITED STATES CODE, TITLE 47

- 254 Universal service discounts (E-rate)

CODE OF FEDERAL REGULATIONS, TITLE 47

- 54.500-54.523 Universal service support for schools, especially:
- 54.508 Technology plan

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Education Technology Planning: A Guide for School Districts, 2001

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education, Education Technology Office: <http://www.cde.ca.gov/ls/et>
California Learning Resource Network: <http://www.clnr.org>
California Technology Assistance Project: <http://www.ctap.k12.ca.us>
International Society for Technology in Education: <http://www.iste.org>
Technical Support for Education Technology in Schools: <http://www.techsets.org>

Policy
Adopted

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
Richmond, California

West Contra Costa USD

Administrative Regulation

District Technology Plan

AR 0440

Philosophy, Goals, Objectives and Comprehensive Plans

Development of Plan

The district's technology plan shall be developed by the Technology Subcommittee, comprised of 2 Board members. Members of the subcommittee may include, but is not limited to, the Superintendent, district curriculum and technology administrators, site administrators, teachers, library media teachers, classified staff, parents/guardians, students, community members, including members of the business community.

The Superintendent or designee shall present the Technology Subcommittee with its specific duties and responsibilities and a timeline for completing its recommendations and for reporting to the Governing Board.

Plan Components

The district's technology plan shall address, at a minimum, all of the following components:

1. Curriculum
 - a. Teachers' and students' current access to technology tools both during the school day and outside of school hours
 - b. The current use of hardware and software to support teaching and learning
 - c. The district's curricular goals and academic content standards as presented in various district and school site comprehensive planning documents
 - d. A list of clear goals and a specific implementation plan to:
 - (1) Use technology to improve teaching and learning by supporting the district's curricular goals and academic content standards
 - (2) Delineate how and when students will acquire technological and information literacy skills needed to succeed in the classroom and the workplace
 - (3) Ensure appropriate access for all students

- (4) Use technology to make student record keeping and assessment more efficient and supportive of teachers' efforts to meet individual student academic needs
 - (5) Use technology to make teachers and administrators more accessible to parents/guardians
- e. Benchmarks and a timeline for implementing planned strategies and activities
 - f. The process that will be used to monitor whether the strategies and methodologies using technology are being implemented according to the benchmarks and timeline
2. Professional development
- a. Teachers' and administrators' current technology skills and needs for professional development
 - b. Clear goals and a specific implementation plan for providing professional development opportunities based on the needs assessment and on the curriculum goals, benchmarks, and timeline described in item #1 above
 - c. Benchmarks and a timeline for implementing planned strategies and activities
 - d. The process that will be used to monitor whether the professional development goals are being met and the planned professional development activities are being implemented according to the benchmarks and timeline
3. Infrastructure, hardware, technical support, and software
- a. The technology hardware, electronic learning resources, networking, and telecommunications infrastructure, physical plant modifications, and technical support needed by teachers, students, and administrators to support the activities in items #1 and 2 above
 - b. The existing hardware, Internet access, electronic learning resources, infrastructure, and technical support currently in place in the district which could be used to support the components described in items #1 and 2 above
 - c. Benchmarks and a timeline for obtaining the hardware, infrastructure, electronic learning resources, and technical support required to support the other components of the plan
 - d. The process that will be used to monitor whether the goals and benchmarks are

being reached within the specified time frame

4. Funding and budget

- a. All costs and the current budget associated with implementing each component of the plan
- b. Existing and potential funding sources
- c. Options for reducing costs
- d. Annual budgets for the term of the plan
- e. Provision of ongoing technical support
- f. The district's policy for replacing obsolete equipment
- g. A process for monitoring progress and updating funding and budget decisions

5. Appropriate and ethical use of technology (Education Code 51871.5)

- a. Appropriate and ethical use of information technology in the classroom
- b. Internet safety
- c. The manner in which to avoid committing plagiarism
- d. The concept, purpose, and significance of a copyright so that students are equipped with the skills necessary to distinguish lawful from unlawful online downloading
- e. The implications of illegal peer-to-peer network file sharing

6. Monitoring and evaluation

- a. A process for evaluating the impact of technology on student learning using the goals and benchmarks for each component of the plan
- b. A schedule for evaluating the effect of plan implementation on student achievement
- c. How and when the results of the monitoring process and evaluation will be used

Regulation
Adopted

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT
Richmond, California

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: December 10, 2014

From: Bruce Harter
Superintendent

Agenda Item: G.3

Subject: Call for Nominations for California School Boards Association (CSBA) Delegate Assembly

Background Information: The California School Boards Association is accepting nominations for its Delegate Assembly. Delegates serve a two-year term beginning April 1, 2015 through March 31, 2017 and are required to attend two meetings each year. There are four delegates in Region 7, Sub-Region 7-A, whose terms expire in 2015.

Subregion 7-A Delegates (County: Contra Costa) - 7 elected/1 appointed*

Teresa Gerringer (Lafayette ESD), 2015
Linda Mayo (Mt. Diablo USD), 2015*
Yolanda Pena Mendrek (Liberty Union HSD), 2015
Charles Ramsey (West Contra Costa USD), 2015

Recommendation: To discuss and ascertain whether the West Contra Costa Unified School District (WCCUSD) Board of Education will nominate delegates for the CSBA Delegate Assembly.

Fiscal Impact: None

DISPOSITION BY BOARD OF EDUCATION

Motion by: _____

Seconded by: _____

Approved _____

Not Approved _____

Tabled _____



California School Boards Association

October 22, 2014

DEADLINE: Wednesday, January 7, 2015
BOARD ACTION REQUIRED
Please deliver to all governing board members.

MEMORANDUM

TO: All Board Presidents, Superintendents and CSBA Member Boards of Education

FROM: Josephine Lucey, President

RE: Call for Nominations for CSBA Delegate Assembly

Each year, member boards elect representatives from 21 geographic regions to CSBA's Delegate Assembly. The Delegate Assembly is a vital link in the association's governance structure and sets the general policy direction for the association. Working with local districts, county offices, the Board of Directors, and Executive Committee, delegates ensure that the association promotes the interests of school districts and county offices of education throughout the state. There are two required Delegate Assembly meetings each year, one on May 16-17, 2015 in Sacramento and one on December 2-3, 2015 preceding the CSBA Annual Education Conference and Trade show in San Diego.

Nomination and candidate biographical sketch forms for CSBA's Delegate Assembly are now being accepted until **Wednesday, January 7, 2015**. Nomination instructions are listed below:

- Any CSBA member board is eligible to nominate board members within their geographical region or subregion and may nominate as many individuals as it chooses by submitting a nomination form for each nominee.
- All nominees must serve on CSBA member boards and give their approval prior to being nominated.
- All nominees must submit a one-page, single-sided, candidate biographical sketch form. An optional one-page, one-sided résumé may also be submitted but cannot be substituted for the biographical sketch form.
- All nomination materials must be postmarked by the U.S.P.S. or faxed no later than **Wednesday, January 7**. It is the nominee's responsibility to confirm that all nomination materials have been received by the CSBA Leadership Services department by this due date. Late submissions will not be accepted.
- Ballots will be mailed by Monday, February 2, 2015 and are due Monday, March 16, 2015. Elected Delegates serve a two-year term beginning April 1, 2015 through March 31, 2017.

The following nomination materials and information related to the election process is available to download at www.csba.org/About/Leadership. For more information about the Delegate Assembly, please contact Charlyn Tuter in the Leadership Services department at ctuter@csba.org or (800) 266-3382. Thank you.

- Nomination Form
- Candidate Biographical Sketch Form
- Important Dates
- List of all Delegates with expiration terms
- FAQ



Delegate Assembly Nomination Form

DUE: Wednesday, January 7, 2015

Mail to: CSBA | Attn: Leadership Services | 3251 Beacon Blvd., West Sacramento, CA 95691 | or fax (916) 371-3407

CSBA Region/subregion # _____

The Board of Education of the _____ wishes to
(Nominating District)

nominate _____ . The nominee is a member of the
(Nominee)

_____, which is a member of the California
(Nominee's District)

School Boards Association.

- The nominee has consented to this nomination.
- Attached is the nominee's required one-page, single-sided candidate biographical sketch form and optional one-page, single-sided résumé.
- The nominee's required one-page, single-sided candidate biographical sketch form and optional one-page, single-sided résumé will be sent by the deadline date.

Board Clerk or Board Secretary (signed)

Date

Board Clerk or Board Secretary (printed)

PLEASE NOTE: The nomination and candidate biographical sketch forms may be faxed to (916) 371-3407 or mailed to CSBA, Attn: Leadership Services, 3251 Beacon Blvd., West Sacramento, CA 95691 postmarked by the U.S.P.S. no later than **Wednesday, January 7, 2015**. ***It is the nominee's responsibility to confirm that all nomination materials have been received by the CSBA Leadership Services department by the due date. Late submissions cannot be accepted.*** If you have any questions, please contact Charlyn Tuter in the Leadership Services department at ctuter@csba.org or (800) 266-3382. Thank you.

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: December 10, 2014

From: Lisa LeBlanc *LL*
Associate Superintendent for Operations

Agenda Item: G.4

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: 11/30/2014

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	Original	Approved	Projected
Construction Schedule (days):	510			
Original Completion Date:	5/31/2015			
Projected Completion:	5/31/2015			

Buildings:

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

Progress This Period:

- **Building A** - Continued Electrical & Plumbing Rough-In; Built-up Roof; Weather Barrier Installation; Scaffold Erection & Exterior Sheetrock Installation.
- **Building C** - Erected Sunshade Structures; Poured Sunshade Structure Piers; Installed Gypsum Wallboard; Weather Barrier /Lath Installation @ Roof; Framed Soffits/Ceilings Taped/Topped/Finished Gypsum Board.
- **Building K** - Wall Insulation Installed; Taped/Topped/Finished Gypsum Wallboard; Electrical & Plumbing Rough-In; Installed Double Shear Plywood & Ductwork; Rough-In of Overhead Fire Sprinkler Piping.
- **Building M** - Installed Gypsum Wallboard & Ductwork; Framed Ceilings; Taped/Topped/Finished Gypsum Board; Roof Reglet; Built-up Roof; Excavated & Poured Lunch Shelter Piers.
- **Site Work** - Erected Lunch Shelters.

Anticipated Progress Next Period:

- **Building A** - Insulate Floor Joist/Resilient Channel @ Floor Joist; Install Fire tape Gypsum @ Mechanical Chases.
- **Building C** - Install Gypsum Wallboard; Commence Metal Roofing.
- **Building K** - Continue Ceiling Framing & Plastering.
- **Building M** - Commence Plaster Scratch & Brown Coat; Resume Lunch Shelter Erection & Continue Taping/Topping/Finishing Drywall.

Schedule Assessment/Update:

Construction Duration (Calendar Days):	510
Construction Calendar Days Elapsed:	332
Construction Calendar Days Remaining:	178
Percent of Construction Completed:	65%

Percentage of Work Done	65%	Total Project
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Proposed Changes:

General Comment:

Progress Photos: 11/30/2014



Building C - Classroom Interior Drywall Installation



Building K - Exterior Plaster



Building M - Exterior Plaster lath

PROJECT STATUS REPORT

DeAnza High School - Building 10 Linked Learning & Sports Fields

Period Ending: 11/30/2014

Scope: Building 10 Linked Learning & Sports Fields

Construction Status:

Architect: DLM Architects
 Project Manager: Gaile Suarez, SGI Construction Management
 Project Engineer: Shawn Fitzgibbons, SGI Construction Management
 Contractor: BHM Construction, Inc.
 Inspector: Mark Eriksen
 WCCUSD Mgr: Ferdinand Vergeire

Contract Status:

Notice to Proceed: 10/13/2014

	Original	Approved	Projected
Construction Schedule (days):	395	0	0
Original Completion Date:	11/12/2015		
Projected Completion:	11/12/2015		

Buildings:

Building 10 Linked Learning
 Sports Fields

Progress This Period:

- Rough Grading
- Tree Removal
- Demo AC and Electrical

Anticipated Progress Next Period:

- Footing Excavation and Concrete Placement
- Lime Treatment
- Complete & Certify Building Pad

Schedule Assessment/Update:

Construction Duration (Calendar Days):	395
Construction Calendar Days Elapsed:	49
Construction Calendar Days Remaining:	346
Percent of Construction Completed:	12%

Percentage of Work Done **12%** **Total Project**

Proposed Changes:

General Comment:

Revised baseline schedule is under review

Progress Photos: 11/30/2014



Curb Demo



Rough Grading



Tree Removal

PROJECT STATUS REPORT

El Cerrito High School - Stadium

Period Ending: 11/30/2014

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

	Original	Approved	Projected
Construction Schedule (days):	608	0	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:

- Building A CMU continues.
- Building C & D structural steel roof frame has begun.
- Building E under slab electrical and plumbing is complete with the first two courses of CMU set in anticipation of the concrete slab pour.
- The upper Colusa Ave. retaining wall is poured.
- Underground site data and electrical conduits are on-going between all buildings.

Anticipated Progress Next Period:

- Building A CMU wall completion.
- Building B Roof steel framing and decking
- Building E concrete slab will be done and CMU will continue thereafter.
- Lime treatment on the field.
- Backfilling of infiltration planter at the lower Ashbury Avenue.

Schedule Assessment/Update:

Construction Duration (Calendar Days):	608
Construction Calendar Days Elapsed:	307
Construction Calendar Days Remaining:	301
Percent of Construction Completed:	46%

Percentage of Work Done **46%** **Total Project**

Proposed Changes:

General Comment:

Progress Photos: 11/30/2014



Building B - CMU complete



Building E - Two Courses of CMU & Under slab prep



Building C - Steel Roof Framing

PROJECT STATUS REPORT

Gompers and LPS Richmond Schools - New Construction

Period Ending: 11/30/2014

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: ABC Inspections, Inc.
 WCCUSD Mgr: Andrew Mixer

Contract Status:

Notice to Proceed:	08/20/2012		
		Original	Approved
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

- Pre cast concrete column at north entrance.
- Installing heating equipment.
- Gyp board, tape and painting interior walls.
- Hand rails at plaza deck.

Building B

- Exterior metal wall panels.
- Curtain wall / storefront windows.
- Painting exposed structural steel.
- Gyp board & Insulations at corridors & rooms.
- Electrical rough in walls.

Building C

- Painting classrooms.
- Exterior metal wall panels.
- Gyp board corridors & classroom walls.
- Electrical, plumbing & mechanical rough in.

SITE

- Site walls at east side on 9th st.

Anticipated Progress Next Period:

Building A

- Tile corridor floors and walls

Building B

- Tape top & Paint walls.

Building C

- Paint classroom and corridor walls.

Site

- Site layout & building planters.

Schedule Assessment/Update:

Construction Duration (Calendar Days):	1,090
Construction Calendar Days Elapsed:	839
Construction Calendar Days Remaining:	251
Percent of Construction Completed:	76%

Percentage of Work Done **76%** **Total Project**

Proposed Changes:

General Comment:

Project is on schedule but identifying options to accelerate completion date.

Progress Photos: 11/30/2014



Building A - Heating equipment installed at classroom ceilings



Building B - Painting exposed structural steel



Building C - Finished painting / Installing metal wall panels

PROJECT STATUS REPORT

Harding Elementary School - Exterior Repairs & Select Roofing Replacement

Period Ending: 11/30/2014

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		
	Original	Approved	Projected
Construction Schedule (days):	56	42	98
Original Completion Date:	9/15/2014		
Projected Completion:	1/5/2015		

Buildings:

Buildings A & A1

Progress This Period:

- Fabricating & installing surround window flashing.
- Re-setting of windows at Building A.
- Stucco (scratch & brown coats) at Building A-1 upper parapet walls & west wall of Theatre.
- Installation of waterproof membrane and lathing at Building A-1.

Anticipated Progress Next Period:

- Roofing installation (shingles & built-up) at Buildings. A & A-1.
- Continue final installation of surround flashings and re-setting of windows
- Storefront frames at walls of windows (Bldg. A) and storefront (Bldg. A-1).
- Complete the installation of stucco (scratch and brown coats) at Bldgs. A & A-1.

Schedule Assessment/Update:

Construction Duration (Calendar Days):	98
Construction Calendar Days Elapsed:	133
Construction Calendar Days Remaining:	-35
Percent of Construction Completed:	85%

Percentage of Work Done **85%** **Total Project**

Proposed Changes:

General Comment:

Progress Photos: 11/30/2014



Theatre west wall stucco brown coat



Wall Elevation stucco finish



Storefront South Wall

PROJECT STATUS REPORT

Korematsu Middle School - New Campus

Period Ending: 11/30/2014

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	Original	Approved	Projected
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 Storefront doors.
- Building B - Layout and Frame walls level 2.
- Building C - Frame exterior wall and sheets.
- Building D - Install built up roofing.

Anticipated Progress Next Period:

- Building A - Hang doors on exterior openings.
- Building B - Dens rock exterior at Library.
- Building C - Install skylights curbs.
- Building D - Installation of Storefront doors.

Schedule Assessment/Update:

Construction Duration (Calendar Days):	960
Construction Calendar Days Elapsed:	530
Construction Calendar Days Remaining:	430
Percent of Construction Completed:	55%

Percentage of Work Done	55%	Total Project
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Proposed Changes:

General Comment:

Project is on schedule.

Progress Photos: 11/30/2014



Building A - Stucco & Windows



Building A - Sheetrock & Tape



Building B - Roofing

PROJECT STATUS REPORT

Nystrom Elementary School - Modernization Classroom Building Rehabilitation

Period Ending: 11/30/2014

Scope: Modernization of existing classrooms, 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		
	Original	Approved	Projected
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:

- North Wing
- Installation of Roof Blocking, Framing, and Plywood Sheathing
 - Demolition and Removal of Existing Interior Concrete Slabs
 - Demolition of (E) Interior Partition Walls
 - Installation of Interior Partition Walls
 - Excavation to Expose Interior Footings
- South Wing
- Removal of Redwood Siding, Trim, and Windows
 - Demolition and Removal of Existing Interior Concrete Slabs
 - Demolition of (E) Interior Partition Walls
 - Installation of Roof Blocking, Framing, and Plywood Sheathing
 - Excavation to Expose interior footings
- Demolition of (E) Breezeway connection North and South Wing

Anticipated Progress Next Period:

- North Wing
- Installation of Roof Blocking and Framing for Roof Curbs
 - Continuation of Demolition and Removal of (E) Interior Concrete Slabs
 - Continuation of Installation of Interior Partition Walls
 - Continuation of Excavation to Expose Interior Footings
 - Continuation of (E) Redwood Paint Removal
 - Prep, Form, Rebar, and Place Interior Footings
- South Wing
- Installation of Roof Blocking and Framing for Roof Curbs
 - Continuation of Drilling for Footing Dowels
 - Installation of Interior Shoring
 - Installation of Epoxy Footing Dowels
 - Continuation of (E) Redwood Paint Removal
 - Prep, Form, Rebar, and Place Interior Footings

Schedule Assessment/Update:

Construction Duration (Calendar Days):	480
Construction Calendar Days Elapsed:	97
Construction Calendar Days Remaining:	383
Percent of Construction Completed:	18%

Percentage of Work Done	18%	Total Project
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Proposed Changes:

General Comment:

Progress Photos: 11/30/2014



(E) Center Breezeway - Demolition



Installation of Interior Partition Walls with Junction Boxes



North Wing - Demolition of (E) Concrete Slab at Corridor

PROJECT STATUS REPORT

Ohlone Elementary School - Playground & Parking Lot

Period Ending: 11/30/2014

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		
	Original	Approved	Projected
Construction Schedule (days):	60		90
Original Completion Date:	11/7/2014		
Projected Completion:	12/30/2014		

Buildings:

Playground & Parking Lot

Progress This Period:

- Form and pour Planter walls
- Install Underground Site Lighting System
- Form and pour Playground pads/curbs
- Pervious Concrete will be in place
- AB installation for new Asphalt
- Street Print / Striping
- Install Playground Structure
- Install Playground Surface
- Site Furniture/Signage

Anticipated Progress Next Period:

- Street lightings

Schedule Assessment/Update:

Construction Duration (Calendar Days):	143
Construction Calendar Days Elapsed:	84
Construction Calendar Days Remaining:	59
Percent of Construction Completed:	58%

Percentage of Work Done **58%** **Total Project**

Proposed Changes:

General Comment:

Progress Photos: 11/30/2014



Planter walls



Playground concrete footing /pads/curbs



New Pavement

PROJECT STATUS REPORT

Kennedy High School - Richmond Swim Center

Period Ending: 11/30/2014

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		
		Original	Approved
Construction Schedule (days):	365		
Original Completion Date:	4/28/2015		
Projected Completion:	4/28/2015		

Buildings:

Natorium

Progress This Period:

- Erecting structural steel
- Main Pool Shell
- Built CMU Pump House
- Shade Structure Posts

Anticipated Progress Next Period:

- Build Outdoor Pad for Outdoor Mechanical Unit
- Install Trusses for Skylights
- Build Roof for CMU Pump House
- Install Windows on North & South walls in Natatorium

Schedule Assessment/Update:

Construction Duration (Calendar Days):	365
Construction Calendar Days Elapsed:	195
Construction Calendar Days Remaining:	170
Percent of Construction Completed:	45%

Percentage of Work Done	45%	Total Project
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Proposed Changes:

General Comment:

Project is on schedule

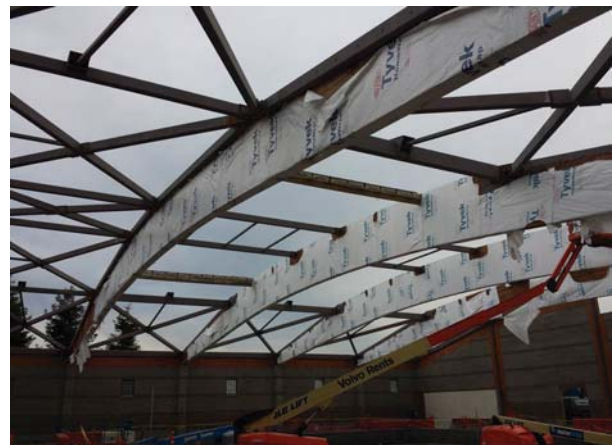
Progress Photos: 11/30/2014



Pool Shell



Pump House CMU & Roof Framing



Structural Steel Framing