

# **BOARD OF EDUCATION AGENDA**

REGULAR MEETING  
March 28, 2017 - 5:30 PM

Alameda City Hall

2263 Santa Clara Avenue  
Alameda, CA 94501

Regular meetings held in Council Chambers will be recorded and broadcast live on Comcast, Channel 15

The Board of Education will meet for Closed Session and to discuss labor negotiations, student discipline, personnel matters, litigation, and other matters as provided under California State law and set forth on the agenda below. Following Closed Session, the Board reconvenes to Public Session. Adjournment of the Public Session will be no later than 10:30 PM for all regular and special meetings, unless extended by a majority vote of the Board.

Writings relating to a board meeting agenda item that are distributed to at least a majority of the Board members less than 72 hours before the noticed meeting, and that are public records not otherwise exempt from disclosure, will be available for inspection at the District administrative offices, 2060 Challenger Drive, Alameda, CA. Such writings may also be available on the District's website. (Govt Code 54957.5b).

Individuals who require special accommodations (American Sign Language interpreter, accessible seating, documentation in accessible format, etc.) should contact Kerri Lonergan, Assistant to the Superintendent, at 337-7187 no later than 48 hours preceding the meeting.

## **IF YOU WISH TO ADDRESS THE BOARD OF EDUCATION**

Please submit a "Request to Address the Board" slip to Kerri Lonergan, Assistant to the Superintendent, prior to the introduction of the item. For meeting facilitation, please submit the slip at your earliest possible convenience. Upon recognition by the President of the Board, please come to the podium and identify yourself prior to speaking. The Board of Education reserves the right to limit speaking time to three (3) minutes or fewer per individual. Speakers are permitted to yield their time to one other speaker, however no one speaker shall have more than four (4) minutes.

**Closed Session Items:** may be addressed under Public Comment on Closed Session Topics.

**Non Agenda and Consent Items:** may be addressed under Public Comments.

**Agenda Items:** may be addressed under either Public Comments or General Business after the conclusion of the staff presentation on the item.

### **A. CALL TO ORDER**

1. Public Comment on Closed Session Topics - The Board of Education reserves the right to limit public comment to 10 minutes.
2. Adjourn to Closed Session - 5:30 PM - to discuss:

Conference with Real Property Negotiators - Pursuant to Section 54956.8:

(1) District sites: District Office (2060 Challenger Drive)

(2) Employee Housing

Agency Negotiators: Economic & Planning Systems, Inc. (EPS), Allan D. Kotin & Associates (ADK&A), and Shariq Khan (AUSD Chief Business Officer)

(3) Former Chipman Campus, 401 Pacific Avenue Alameda, California, 94501  
Agency Negotiators: Chad Pimentel, General Counsel  
Negotiating Parties: Academy of Alameda Charter Schools  
Under Negotiation: Facilities Use Agreement

Conference with Legal Counsel Regarding Existing Litigation Pursuant to  
Subdivision (b) to Government Code section 54956.9:  
(1) Nelco, Inc. et al v. Alameda Unified School District,  
Case No. RG16-841074 (Alameda County Superior Court)

Conference with Legal Counsel Regarding Potential Litigation Pursuant to  
Subdivision (b) to Government Code section 54956.9:  
(1) Community Learning Center Schools, Inc. v. Alameda Unified School District

Public Employee Discipline/Dismissal/Release - Pursuant to Subdivision 54957

Confidential Student Matters - Pursuant to CA Education Code Section 35146

Student Discipline/Expulsion/Readmit: None at this time.

3. Reconvene to Public Session: 6:30 PM Council Chambers
4. Call to Order - Pledge of Allegiance - Earhart Elementary School
5. Introduction of Board Members and Staff
6. Judge Richard Bartalini will swear in AUSD's newly-appointed Board member, Anne McKereghan.

**B. MODIFICATION(S) OF THE AGENDA - The Board may change the order of business including, but not limited to, an announcement that an agenda item will be considered out of order, that consideration of an item has been withdrawn, postponed, rescheduled or removed from the Consent Calendar for separate discussion and possible action**

**C. APPROVAL OF MINUTES**

1. Approval of Minutes - Minutes from the March 14th Board Meeting will be considered

**D. COMMUNICATIONS**

1. Highlighting Alameda Schools - Earhart Elementary School
2. Employee(s) of the Month
3. Written Correspondence - Written correspondence regarding an agenda item that is distributed to a majority of Board Members is shared.
4. Superintendent's Report - The Superintendent of Schools may make announcements or provide information to the Board and Public in the form of an oral report. The Board will not take action on such items.



5. Board Members' Report - The Board of Education Members may make announcements or provide information to the Public in the form of an oral report. The Board will not take action on such items.
6. Student Board Members' Report - Student Board Members may make announcements or provide information to the Board and the Public in the form of an oral report. The Board will not take action on such items.
7. Report from Employee Organizations - Representatives from the District's employee organizations may make announcements or provide information to the Board and Public in the form of a brief oral report. The Board will not take action on such items. Alameda Education Association (AEA); California School Employees Association Chapter 27 (CSEA 27); California School Employees Association Chapter 860 (CSEA 860).
8. Public Comments - Members of the public may address the Board on Consent Calendar Items, Agenda and Non-Agenda items within the subject matter jurisdiction of the District. However, speakers who have already spoken on an Agenda item during Communications will not be entitled to speak to that item under General Business. Public comments are limited to 30 minutes under this item. Any remaining comments will be heard under G.
9. Closed Session Action Report

**E. ADOPTION OF THE CONSENT CALENDAR**

1. Certificated Personnel Actions
2. Classified Personnel Actions
3. Approval and Acceptance of Donations
4. Approval of Bill Warrants and Payroll Registers
5. Approval of Measure I Contracts (Standing Item)
6. Approval of Alameda Unified School District "Sunshine" Reopener Proposals to Alameda Education Association (AEA)
7. Approval of Alameda Unified School District "Sunshine" Reopener Proposals to CSEA, Chapter 27 (CSEA 27)
8. Approval of Calendars for Woodstock Child Development Center (WCDC) and Alameda Science and Technology Institute (ASTI)
9. Approval of New Job Description for Student Support Services: Program Manager Student Support Services
10. Approval of Memorandum of Understanding between Alameda Unified School District and Contra Costa County Office of Education Teacher Induction Program
11. Approval of Special Education Local Plan Area Master Contracts
12. Proclamation: Welcome Home Vietnam Veterans Day - March 30, 2017
13. Proclamation: Cesar Chavez Day - March 31, 2017
14. Proclamation: Autism Awareness Month - April
15. Proclamation: National Donate Life Month - April

16. Proclamation: Public Schools Month - April
17. Proclamation: Adult Education Week - April 2 - 8, 2017
18. Proclamation: California Poppy Day - April 6, 2017
19. Proclamation: Day of Silence - April 21, 2017
20. Proclamation: John Muir Day - April 21, 2017
21. Proclamation: National Arbor Day - April 28, 2017
22. Ratification of Contracts Executed Pursuant to Board Policy 3300
23. Resolution No. 2016-2017.64 Approval of Budget Transfers, Increases, Decreases

**F. GENERAL BUSINESS – Informational reports and action items are presented under General Business. The public may comment on each item listed under General Business as the item is taken up. The Board reserves the right to limit public comment on General Business items to ten (10) minutes per item. The Board may, with the consent of persons representing both sides of an issue, allocate a block of time to each side to present their issue.**

1. Season for Non-Violence Daily Reading (5 Mins/Information)
2. Alameda Unified School District “Sunshine” Reopener Proposals to CSEA, Chapter 860 (CSEA 860) (5 Mins/Public Hearing/Information)
3. CSEA, Chapter 860 (CSEA 860) "Sunshine" Reopener Proposals to the District (5 Mins/Public Hearing/Information)
4. Update: Homework Workgroup (20 Mins/Information)

**G. ADJOURNMENT**

ALAMEDA UNIFIED SCHOOL DISTRICT  
BOARD AGENDA ITEM

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**Item Title:** Adjourn to Closed Session - 5:30 PM

**Item Type:**

**Background:** Adjourn to Closed Session - 5:30 PM - to discuss:

Conference with Real Property Negotiators - Pursuant to Section 54956.8:  
(1) District sites: District Office (2060 Challenger Drive)

(2) Employee Housing  
Agency Negotiators: Economic & Planning Systems, Inc. (EPS), Allan D. Kotin & Associates (ADK&A), and Shariq Khan (AUSD Chief Business Officer)

(3) Former Chipman Campus, 401 Pacific Avenue Alameda, California, 94501  
Agency Negotiators: Chad Pimentel, General Counsel  
Negotiating Parties: Academy of Alameda Charter Schools  
Under Negotiation: Facilities Use Agreement

Conference with Legal Counsel Regarding Existing Litigation Pursuant to Subdivision (b) to Government Code section 54956.9:

(1) Nelco, Inc. et al v. Alameda Unified School District,  
Case No. RG16-841074 (Alameda County Superior Court)

Conference with Legal Counsel Regarding Potential Litigation Pursuant to Subdivision (b) to Government Code section 54956.9:

(1) Community Learning Center Schools, Inc. v. Alameda Unified School District

Public Employee Discipline/Dismissal/Release - Pursuant to Subdivision 54957

Confidential Student Matters - Pursuant to CA Education Code Section 35146

Student Discipline/Expulsion/Readmit: None at this time.

**Goals:**

**Fund:**

**Fund Codes:**

**Fiscal Analysis**

**Amount (Savings) (Cost):**

**Department Budget:**

**Recommendation:**

**AUSD Guiding Principle:**

**Submitted By:**

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ALAMEDA UNIFIED SCHOOL DISTRICT  
BOARD AGENDA ITEM

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**Item Title:** Approval of Minutes - Minutes from the March 14th Board Meeting will be considered

**Item Type:**

**Background:** Staff has prepared minutes following Board Bylaw 9324 – Minutes and Recordings:  
In order to ensure that the minutes are focused on Board action, the minutes shall include only a brief summary of the Board's discussion, but shall not include a verbatim record of the Board's discussion on each agenda topic or the names of Board members who made specific points during the discussion.

**Goals:**

**Fund:**

**Fund Codes:**

**Fiscal Analysis**

**Amount (Savings) (Cost):**

**Department Budget:**

**Recommendation:**

**AUSD Guiding Principle:**

**Submitted By:** Kerri Lonergan, Administrative Assistant to the Superintendent

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**ATTACHMENTS:**

Description	Upload Date	Type
☐ Unadopted minutes 3 14 17	3/22/2017	Backup Material

## BOARD OF EDUCATION MEETING

March 14, 2017

City Hall Council Chambers

2263 Santa Clara Avenue

Alameda, CA 94501

### UNADOPTED MINUTES

**REGULAR MEETING:** The regular meeting of the AUSD Board of Education was held on the date and place stated above.

#### A. CALL TO ORDER

1. Public Comment on Closed Session Topics:

There were no comments on Closed Session Topics.

2. Adjourn to Closed Session: 5:32pm

3. Reconvene to Public Session: 6:30pm

4. Call to Order - Pledge of Allegiance

The Pledge of Allegiance was led by students from Wood Middle School.

5. Introduction of Board of Education Members and Staff

Board of Education Members present: Ardella Dailey, Gray Harris, Gary Lym, and Jennifer Williams; AUSD Executive Cabinet members present: Superintendent Sean McPhetridge, General Counsel Chad Pimentel, Chief Business Officer Shariq Khan, Chief Human Resources Officer Tim Erwin, Chief Student Support Officer Kirsten Zazo, and Chief Academic Officer Steven Fong; Student Board Members present: Elizabeth McDonough, Rasarea Chan, and Amy Chu.

**B. MODIFICATION(S) OF THE AGENDA:** The agenda was changed and the order will be as follows: Item C-1, D-1, D-2, D-6, D-7, D-8, F-6, F-2, F-3, D-3, D-4, D-5, F-1, F-4, F-5, F-7, F-8, F-9, F-10, adjournment.

**C. APPROVAL OF MINUTES** – Minutes from the February 28, 2017 Board meeting were considered.

*Motion to approve the adoption of the February 28, 2017 Board of Education meeting minutes.*

**MOTION:** Member Williams

**SECONDED:** Member Harris

**AYES:** Members Dailey, Harris, Lym, Williams

**NOES:** None

**MOTION APPROVED**

#### D. COMMUNICATIONS

1. Highlighting Alameda Schools – Wood Middle School

Cammie Harris, Wood Middle School Principal, gave the Board details about the programs at Wood Middle School. Ms. Harris outlined the Wood Middle School goals which include the opportunity for students to become independent learners who can be creative, innovative, and divergent thinkers. Wood School administration and staff also strive to provide brains-on engaging instruction and encouragement to allow students to think “outside the box.” Wood Middle School teacher Pam Schaffer also brought

examples of student work for the Wood School Mousetrap Cars Project. The examples were passed around so Board members and staff in attendance at the meeting could get a close up look at the projects.

Board members thanked Ms. Harris and Ms. Schaffer for their work at Wood Middle School.

2. Written Correspondence

The Board received twenty-one (21) emails regarding the board vacancy and three (3) emails regarding an item on the Closed Session agenda.

6. Report from Employee Organizations

*Audrey Hyman, President, Alameda Education Association (AEA):* Ms. Hyman acknowledged the large crowd of AEA members who were in the room for the meeting. Ms. Hyman thanked Board members for attending the recent Alameda Firefighters/AEA Crab Feed. Ms. Hyman thanked Anne McKereghan and Lyndsey Schlax, Board candidates, who reached out to speak with AEA prior to tonight's Board appointment. Ms. Hyman stated she hopes every applicant for the Board vacancy will put their names on the ballot in November 2018. Ms. Hyman referenced the beginning of AEA negotiations with the district and stated her members' concerns are low pay, health insurance costs (sometimes half the paycheck), and recent programmatic changes that have left teachers feeling disrespected.

7. Public Comment

*Josh Cotrell – parent of Ruby Bridges children:* Mr. Cotrell asked the Board to consider allowing Ruby Bridges School to have three kindergarten classes for the 2017-18 school year.

*Vickie Traverso – AUSD parent, in support of Lyndsey Schlax:* Ms. Traverso stated she is in favor of Lyndsey Schlax for the vacant Board of Education seat.

*Matt Huxley – Executive Director of Academy of Alameda Schools:* Mr. Huxley stated AOA Elementary School and AOA Middle School are continuously impacted by the under allocation of space by AUSD. Mr. Huxley stated the district cannot prioritize adults (at Adult School) over children in Alameda. Mr. Huxley asked the Board to please consider a long term lease with AOA.

*M. Clem – student on AHS Varsity Soccer Team – parent Paul Clem:* Ms. Clem stated she was injured during Alameda High School soccer practice on Thompson Field. Mr. Clem stated Thompson Field is liability. Mr. Clem stated he would like to work with the district to come up with a solution for the deteriorated Thompson Field.

*Maureen Feldman – parent of 8<sup>th</sup> grade Jr. Jet student:* Ms. Feldman stated she is not in favor of recent changes to enrollment/admissions policy for ASTI. Ms. Feldman stated these were made mid-year and this has had an adverse impact on many students. Ms. Feldman stated there is not equity across the district.

*Michael Shaler – teacher at Alameda Adult School:* Mr. Shaler stated he is happy to serve community of adult learners at the Adult School and that many of his students have children who go to schools in Alameda.

*Laura Nielsen – community member, in support of Lyndsey Schlax:* Ms. Nielsen stated she is in favor of Lyndsey Schlax for the vacant Board of Education seat.

*Michelle Lager – AUSD parent, in support of Lyndsey Schlax:* Ms. Lager stated she is in favor of Lyndsey Schlax for the vacant Board of Education seat.

*Ben Rose – parent of Ruby Bridges children:* Mr. Rose asked the Board to consider allowing Ruby Bridges School to have three kindergarten classes for the 2017-18 school year. Mr. Rose asked for greater collaboration between the district and the Ruby Bridges community.

*Kate Meissert –parent of incoming Maya Lin student, in support of Lyndsey Schlax:* Ms. Meissert stated she is in favor of Lyndsey Schlax for the vacant Board of Education seat.

8. Closed Session Action Report

During Closed Session, the Board voted 3-1 with Members Lym, Harris, and Williams in favor of authorizing the district to commence litigation against Community Learning Center Schools, Inc. (CLCS) regarding the recent removal of a member of their Board of Directors.

## **F. GENERAL BUSINESS**

6. Alameda Education Association (AEA) Sunshine Reopener Proposals to AUSD

Lead negotiator Judith Klinger presented the Board with the Alameda Education Association (AEA) Reopener Proposals. AEA opened Article 8, Teaching Hours and Article 14, Salary. Ms. Klinger stated the district needs to pay teachers before budget decisions are made. Ms. Klinger also stated Alameda teachers are among the lowest paid teachers in Alameda County. Ms. Klinger stated if the district keeps operating this way, there will be empty classrooms.

Public Hearing opened: 7:23pm

No public comments.

Public Hearing closed: 7:23pm

7. Kickoff for Alameda Promise/Collaboration with College of Alameda

COA president Tim Karas explained the Alameda Promise campaign which gives one year of free college (plus funds to cover textbook costs) to all graduating AUSD students. Mr. Karas stated he hopes this will help mitigate gaps and barriers to higher education to Alameda students.

Board members thanked Mr. Karas for the Alameda Promise initiative.

3. Interview of Candidates and Selection of Appointee for Vacant Board Seat

The Board received applications from nine (9) candidates for the Board seat recently vacated when Board member Solana Henneberry passed away. The application period for submitting an application was from March 1<sup>st</sup> – March 8<sup>th</sup>. Candidates were vetted by staff to make sure legal requirements were met. The candidates were then invited to be interviewed by the Board. The nine candidates who attended the Board meeting were: Doreen Bracamontes, Lynn Christiansen Esquer, Leslie Ann Fales, Lisa Maxwell, Barbara McClung, Anne McKereghan, Suki Mozenter, Lyndsey Schlax, and Karen Vigna. Board President Gary K. Lym gave the candidates each three minutes to make a statement. Candidates drew numbers to see what order their statements would be given in. The following is a summary of the candidate's three minute statements.

*Leslie Fales* – Ms. Fales stated she is a local resident and grew up going to Alameda schools. Ms. Fales is a former student Board member. Ms. Fales stated AUSD has given so much to her family and she would now like to give back to community. Ms. Fales stated the district faces significant challenges and she hopes to work collaboratively with the Board to figure out how to equally apportion resources and retain high quality teachers.



*Suki Mozenter* – Ms. Mozenter stated she has been an elementary school teacher for a really long time and was an AUSD teacher of the year finalist, oversaw ELD for Oakland Unified School District, worked on the AUSD Common Core Transitional Plan, and worked on the AUSD EL Masterplan. Ms. Mozenter stated she would like to help unlock the full potential of the district.

*Barbara McClung* – Ms. McClung stated she is the parent of current AUSD students and is currently working as the Director of Behavioral Health Initiatives for Oakland Unified School District. Ms. McClung stated she has championed mental health services (all students at OUSD schools have access to mental health services) for district students, has forged a national model for racial justice and equity, and currently manages a district budget of over \$5 million dollars. Ms. McClung stated she believes all staff should receive training in restorative justice and Multi-Tiered Systems of Support. Ms. McClung stated that this work in OUSD has shown a drop in suspensions and traditional discipline.

*Lynn Christiansen Esquer* – Ms. Christiansen Esquer stated she would like to withdraw her application for Board candidate. Ms. Christiansen Esquer stated she supports Anne McKereghan for Board candidate. Ms. Christiansen Esquer stated she wants to honor (former Board member) Solana Henneberry and feels Anne McKereghan would also honor Solana Henneberry.

*Doreen Bracamontes* – Ms. Bracamontes stated she is an Alameda resident, a parent of two current AUSD students, and a national board certified teacher. Ms. Bracamontes stated she wants to be a Board member because she can further goals of the Board and administration. Ms. Bracamontes stated she has a proven track record of results with students. Ms. Bracamontes stated she was moved by the teacher statements she has heard tonight and feels the district needs to figure out a way to retain its teachers.

*Lyndsey Schlax* – Ms. Schlax stated she would like to help the district make schools more than just a place. Ms. Schlax stated she believes schools should be a place where children can safely learn from mistakes, and she stated she has seen schools change communities for the better. Ms. Schlax stated she would like to see all AUSD schools move further towards arts integration, LGBTQ studies, and service based learning. Ms. Schlax stated Alameda still faces major funding inadequacies.

*Lisa Maxwell* – Ms. Maxwell thanked the Board for considering her candidacy. Ms. Maxwell stated she feels the areas of concern for AUSD are retaining teachers, communication with various schools in Alameda, and figuring out how to maximize enrollment that may come from growth at Alameda Point. Ms. Maxwell stated she has a background in Human Resources contract negotiations and she has been involved in the unionization of a local charter school. Ms. Maxwell stated she would like to see AUSD come together with the Alameda charter schools towards a common goal. Ms. Maxwell stated AUSD and charters are both trying to educate children.

*Karen Vigna* – Ms. Vigna stated she is a lifelong Alameda resident, has attended local schools, is the mom of a 6 year old child, and has served as a principal at Holy Names, where she has been able to balance immense responsibilities. Ms. Vigna stated she feels it is a gift to have been able to grow up in Alameda and appreciates the Alameda community and her supportive neighbors. Ms. Vigna stated that historically Alameda is a diverse community that is careful not to change too drastically and too quickly. Ms. Vigna stated she is proud that Alameda has become more open and diverse. Ms. Vigna stated her goal is to make good decisions and stated she knows that these decisions impact the entire community. Ms. Vigna stated she has very large shoes to fill but is open to the challenge.

*Anne McKereghan* – Ms. McKereghan stated she was saddened to be applying for the role of Board member under the circumstances (the passing of former Board member Solana Henneberry), but she understands why the process to appoint has happened so quickly. Ms. McKereghan stated she started off

as a Board member of Alameda Education Foundation in 2003 and has worked alongside many of the current Board in that capacity. Ms. McKereghan stated she knows there are many issues coming forward for AUSD, and she hopes to be able to use her skills as a former accountant/controller and local realtor to solve those issues. Ms. McKereghan stated she understands financials and hopes to be able to use her accounting skills to focus limited district resources on classrooms. Ms. McKereghan stated she knows how to reach out to a wide variety of community members to bring everyone together. Ms. McKereghan stated it is impossible to replace former Board member Solana Henneberry who brought a deep dedication to her role as Board member.

Public Comment:

*Kate Meissert –parent of incoming Maya Lin student, in support of Lyndsey Schlax:* Ms. Meissert stated she is in favor of Lyndsey Schlax for the vacant Board of Education seat.

*Sarah Olaes – AUSD parent, community member, in support of Anne McKereghan:* Ms. Olaes stated she is in favor of Anne McKereghan for the vacant Board of Education seat.

*Margie Sherratt – former AUSD Board of Education member, in support of Anne McKereghan:* Ms. Sherratt stated she is in favor of Anne McKereghan for the vacant Board of Education seat.

*Barbara Kahn – former AUSD Board of Education member, in support of Anne McKereghan:* Ms. Kahn stated she is in favor of Anne McKereghan for the vacant Board of Education seat.

*Barry Savin – former AUSD teacher, in support of Leslie Fales:* Mr. Savin stated he is in favor of Leslie Fales for the vacant Board of Education seat.

*Olivia Higgins – AUSD parent, LGBTQ Roundtable member, in support of Barbara McClung:* Ms. Higgins stated she is in favor of Barbara McClung for the vacant Board of Education seat.

*Sue Taylor – parent of former AUSD student, in support of Leslie Fales:* Ms. Taylor stated she is in favor of Leslie Fales for the vacant Board of Education seat.

*Gene Kahane –AUSD teacher, in support of Leslie Fales:* Mr. Kahane stated he is in favor of Leslie Fales for the vacant Board of Education seat.

*Joan Tharp – retired public school teacher, current AUSD substitute, in support of Barbara McClung:* Ms. Tharp stated she is in favor of Barbara McClung for the vacant Board of Education seat.

*Damon Paiz –community member, in support of Leslie Fales:* Mr. Paiz stated he is in favor of Leslie Fales for the vacant Board of Education seat.

*Bob Kreitz – community member, in support of appointment of candidate who was in recent election:* Mr. Kreitz urged the Board to select the candidate who came in fourth in the recent Board of Education election.

*LaDonna Dixon – education professional, in support of Barbara McClung:* Ms. Dixon stated she is in favor of Barbara McClung for the vacant Board of Education seat.

*Aimee Barnes – parent of AUSD student, in support of Leslie Fales:* Ms. Barnes stated she is in favor of Leslie Fales for the vacant Board of Education seat.

*Brian Goldstein – director of Policy and Development for SF Juvenile Center, in support of Lyndsey Schlax:* Mr. Goldstein stated he is in favor of Lyndsey Schlax for the vacant Board of Education seat.

*Armand Domalewski – community member, in support of Lyndsey Schlax:* Mr. Domalewski stated he is in favor of Lyndsey Schlax for the vacant Board of Education seat.

*Shirley Giradaldo – community member, in support of Lyndsey Schlax:* Ms. Giradaldo stated she is in favor of Lyndsey Schlax for the vacant Board of Education seat.

*Anastasia Mallillin – community member, in support of Lyndsey Schlax:* Ms. Mallillin stated she is in favor of Lyndsey Schlax for the vacant Board of Education seat.

*Erin Geilman – parent of incoming AUSD student, in support of Lyndsey Schlax:* Ms. Geilman stated she is in favor of Lyndsey Schlax for the vacant Board of Education seat.

Member Dailey thanked all the candidates who came out. Member Harris asked the candidates who do not get selected to come out and run in the next election. Member Williams stated she was blown away by the breadth of experience the candidates have and was particularly impressed that all candidates are women.

Member Williams stated her decision-making is guided by her recent candidacy. Member Williams stated she was supported by the community and one of the candidates tonight was also a candidate in November and was supported by 10,000 citizens of Alameda. Member Williams stated she hopes the candidates who are not selected tonight continue to stay engaged in Alameda Unified School District. Member Williams stated she supports Anne McKereghan for Board member.

Member Lym stated he was impressed by the nine phenomenal candidates. Member Lym explained to the audience that in the past two years as a Board member he has been a part of three Board appointments. Member Lym stated the current AUSD Board represents a wide range of talent. Member Lym stated the current Board members were all elected by the community. Member Lym explained the Board had two choices to fill the seat left by Member Henneberry's recent passing - the choice was to either appoint a candidate or have a special election. Member Lym stated the Board chose an appointment. Member Lym stated that three of the current Board members are serving because of the recent election. Member Lym explained that he had a conversation with General Counsel and his understand is that if the election had occurred right after Member Henneberry's passing, the fourth place finisher would have been appointed to the Board. Member Lym stated it is for these reasons he supports Anne McKereghan for Board member.

***Motion to provisionally appoint Anne McKereghan to the Vacant Board of Education Seat.***

#### ***ROLE CALL VOTE***

**MOTION:** Member Lym

**SECONDED:** Member Dailey

**AYES:** Members Dailey, Harris, Williams, Lym

**NOES:** None

**MOTION APPROVED**

**Board Member Gary Lym left the meeting due to feeling ill.**

#### **D. COMMUNICATIONS (continued)**

3. Superintendent's Report

Dr. McPhetridge gave the Board information about Nutrition Awareness Month. Dr. McPhetridge also shared information about the EHS Radio Station KJTZ, FACES program at Alameda High, ASTI Green Ribbon Award, the upcoming Career Fair at Encinal High School, and Homework Work Group applications.

4. Board Members' Report

*Member Harris* – Member Harris stated the Board and district are working on a plan for employee housing and she has been happy to have the opportunity to meet with community members regarding this issue. Member Harris said the topic of employee housing will be on the City Council agenda for April 4<sup>th</sup> and invited members of the public who are interested to attend the meeting. Member Harris stated she attended and volunteered at the recent Alameda Firefighters/AEA Crab Feed and it was the most successful Crab Feed so far. Member Harris stated the Crab Feed benefitted Dreamcatchers and Alameda Point Collaborative. Member Harris stated she recently met with the president of the Ruby Bridges PTA to discuss staffing at the school and that it is her value to keep Ruby Bridges Elementary a sustainable program.

5. Student Board Members' Report

*Elizabeth McDonough, Alameda High School Student Board Member:* Ms. McDonough shared March Madness spirit week is coming up and that the Junior Prom is coming up on March 25<sup>th</sup>. Ms. McDonough shared Alameda High School just kicked off the “Creating Goodness” campaign for better mental health for students. Ms. McDonough shared the Alameda High School drama teacher will be out for the remainder of the year and that the school drama productions may be delayed. Ms. McDonough shared that Alameda High teachers recently voted to continue SMART period and block schedule for the 2017-2018 school year.

*Rasarea Chan, ASTI Student Board Member:* Ms. Chan shared Beautification Day was recently held on the ASTI campus. Ms. Chan shared that College Day was also recently held along with School Site Council and PTSA meetings as well. Ms. Chan shared that the ASTI school-wide speech contest being held this week. Ms. Chan finished her report by inviting the community to the ASTI PTSA Legacy Gala this Saturday.

*Amy Chu, Encinal Student Board Member:* Ms. Chu shared that many students and staff supported National Women's Day on March 8<sup>th</sup> with many Encinal staff members participating in the day-long protest. Ms. Chu shared there was a rally/unifying event held on March 9<sup>th</sup> for National Women's Day. Ms. Chu stated the district's architects are meeting with Encinal staff and department heads to plan the Measure I Bond work.

**E. ADOPTION OF THE CONSENT CALENDAR**

1. Certificated Personnel Actions
2. Classified Personnel Actions
3. Approval and Acceptance of Donations
4. Approval of Bill Warrants and Payroll Registers
5. College Readiness Block Grant Plan
6. Proclamation: Nutrition Awareness Month - March
7. Resolution No. 2016-2017.62 Approval of Budget Transfers, Increases, Decreases
8. Approval of Measure I Contracts (Standing Item)
9. Ratification of Contracts Executed Pursuant to Board Policy 3300
10. Approval of New Secondary Course Descriptions

***Motion to approve the adoption of the Consent Calendar.***

**MOTION:** Member Williams

**SECONDED:** Member Dailey

**AYES:** Members Dailey, Harris, Williams

**NOES:** None

**MOTION APPROVED**

**G. GENERAL BUSINESS**

1. Season for Non-Violence Daily Reading

Superintendent McPhetridge read the Season for Non-Violence Daily Reading. The word for the day is Ecology, and the quote of the day comes to us from Barry Commoner: *“The first law of ecology is that everything is related to everything else.”*

4. Resolution Number 2016-17.63 Approving Material Charter Revisions for Academy of Alameda Charter Elementary School and Academy of Alameda Charter Middle School

Academy of Alameda (AOA) is a charter school organization with two schools - Academy of Alameda Middle School and Academy of Alameda Elementary School authorized by the Board. AOA's operations are governed in large measure by its charter, a foundational document approved by the Board as part of the school's most recent renewal process. At the Board's February 14, 2017 meeting, AOA submitted the attached request for a material revision to its charter. The revision seeks to revise the lottery preferences for both schools so that they have a consistent sibling and resident policy.

California charter law requires that the public be given an opportunity to comment on any proposed material charter revisions before the Board takes action. This public hearing was done at the Board's February 28<sup>th</sup> Board of Education meeting with staff recommendation coming tonight.

***Motion to approve Resolution Number 2016-17.63 Approving Material Charter Revisions for Academy of Alameda Charter Elementary School and Academy of Alameda Charter Middle School***

**MOTION:** Member Dailey

**SECONDED:** Member Williams

**AYES:** Members Dailey, Harris, Williams

**NOES:** None

**ABSENT:** Member Lym

**MOTION APPROVED**

5. Alameda Unified School District “Sunshine” Reopener Proposals to Alameda Education Association (AEA)

Public Hearing opened: 9:11pm

No public comments.

Public Hearing closed: 9:12pm

7. Alameda Unified School District “Sunshine” Reopener Proposals to CSEA, Chapter 27 (CSEA 27)

Public Hearing opened: 9:12pm

Public comments: CSEA 27 member Amy Keegan spoke to ask for a fair and equitable process during negotiations.

Public Hearing closed: 9:13pm

8. CSEA, Chapter 27 (CSEA 27) "Sunshine" Reopener Proposals to the District

Public Hearing opened: 9:13pm  
No public comments.  
Public Hearing closed: 9:14pm

9. Approval of Second Interim Financial Report

Twice during the fiscal year, a school district is required to submit a financial report certifying the district's ability to meet its financial obligations for the current year and two subsequent years. The reports examine the district's attendance, spending patterns, fund balance, reserve for economic uncertainties, and multi-year projections. Shariq Khan, Chief Business Officer, presented the 2016-2017 Second Interim which reports the district's financial position as of January 31, 2017.

Mr. Khan highlighted several areas of concern for the district. Areas of concern include ongoing expenditures funded by one-time transfers (including recent increases in employee compensation), Special Education costs, transportation costs, the district's non-competitive salary schedule, deferred maintenance, and Measure B1 parcel tax litigation.

Superintendent Sean McPhetridge highlighted other areas of concern by stating the district needs to have tight FTE (full time employee) allocation in order to have money to pay our teachers. Dr. McPhetridge also reminded the audience that over the last two years the former Board made decisions about reserve funds and used deferred maintenance money in order to give salary increases to staff. Dr. McPhetridge stated the current board will have to decide what their values are going forward.

A Board member stated if we don't make an effort to pay our staff more, staff will not be willing to help the district in times of financial catastrophe. The Board member stated she doesn't want to prioritize building reserves over paying district staff.

Dr. McPhetridge stated the future of the district is pretty harrowing. Dr. McPhetridge stated he agrees with the Board member and knows we can trust all our employees to make sacrifices in times of need. Dr. McPhetridge stated it is the job of district leadership to lay out tradeoffs and have data based discussions.

A Board member asked if the district had used one-time money to fund salary increases. Shariq Khan responded by saying last year fiscal staff transferred \$2.5 million out of the deferred maintenance fund to use for increased salary compensation.

Dr. McPhetridge stated he agrees district employees need to get paid more and it is a travesty that our employees get paid so low. Dr. McPhetridge asked the public to help elect legislators that will help us get education funding. Dr. McPhetridge stated it is a social justice crisis. Dr. McPhetridge explained that he sees AUSD's wonderful student Board members and thinks they will probably go on to college, but many of their peers will not due to the underfunding of education in the state of California. A Board member agreed with this statement.

A Board member asked about a recent demographic study and asked if AUSD will gain any enrollment from the new housing on the former Navy Base. CBO Shariq Khan stated that AUSD will not gain any noticeable enrollment due to the cost of the housing.

A Board member asked to be able to see previous year budgets next to current year and future year projections with future Board presentations.

*Motion to approve the Second Interim Financial Report with the request for more historical data to be included in upcoming budget presentations.*

**MOTION:** Member Williams

**SECONDED:** Member Dailey

**AYES:** Members Dailey, Harris, Williams

**NOES:** None

**ABSENT:** Member Lym

**MOTION APPROVED**

10. Swearing In of Newly-Appointed Board Member

Superintendent Sean McPhetridge performed the swearing in ceremony for newly appointed provisional Board member Anne McKereghan. Ms. McKereghan will be sworn in again at the March 28<sup>th</sup> Board of Education meeting.

**G. ADJOURNMENT** – 9:48pm

ALAMEDA UNIFIED SCHOOL DISTRICT  
BOARD AGENDA ITEM

---

**Item Title:** Highlighting Alameda Schools - Earhart Elementary School

**Item Type:**

**Background:** Highlighting Alameda Schools - Earhart Elementary School

**Goals:** Routine Matter

**Fund:**

**Fund Codes:**

**Fiscal Analysis**

**Amount (Savings) (Cost):**

**Department Budget:**

**Recommendation:** This item is presented for information only.

**AUSD Guiding Principle:** #4 - Parental involvement and community engagement are integral to student success.

**Submitted By:** Steven Fong, Chief Academic Officer

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**ATTACHMENTS:**

Description	Upload Date	Type
□ Highlighting - Earhart	3/22/2017	Presentation





**ALAMEDA** UNIFIED SCHOOL DISTRICT  
Excellence & Equity For All Students

# **Highlighting Alameda Schools: Amelia Earhart Elementary School**

**3/28/2017**

**Joy Dean, Principal**

# Introduction: Theory of Action

- If students receive rigorous instruction in math, science and technology, and
- If the instruction is provided daily and is coordinated, integrated and linked to standards, and
- If the instruction uses common vocabulary, and
- If music and rhythm are integrated to reinforce and further develop the left brain thinking, and
- If music is used as a tool to enhance memory, and
- If technology is used to support all learners in achieving, and
- If all students have access and opportunity to use technology, and
- If teachers have professional development to assure their success in using the instructional technology and integrating music into math and science, and
- If teachers have structured collaboration time to work in grade level teams to develop rigorous integrated lessons and systematize the consistent implementation,


Then our students will have the skills, knowledge and understanding of math, science and technology to be prepared to excel in the twenty-first century.

# LCAP Goals

---

1. Eliminate barriers to student success and maximize learning time
- 2a. Support all students in becoming college and career ready
- 2b. Support all English Learners (ELs) in becoming college and career ready
3. Support parent/guardian development as knowledgeable partners and effective advocates for student success
4. Ensure that all students have access to basic services



A red Lockheed Vega biplane is shown in flight, angled upwards from the bottom left towards the top right. The aircraft has a high-wing configuration, a single engine on the upper wing, and a tail boom. The background is a soft, painterly sky with warm, golden-yellow and light blue tones.

S.O.A.R!  
to  
excellence

Scholars Organization  
Allies Respect and  
Responsibility

## Innovation to Excellence

Amelia Earhart's innovative science and engineering program creates unique opportunities for collaborative hands-on experimentation and problem-solving. This leads to engagement and academic growth by ALL students. The conversation engendered by and propelled by the excitement of discovery pulls all students together regardless of English fluency level.

## Science Lab and Classroom Overlap:

- Science Talks with Notebooks
- Reading in Class and Media Center
- Language Lessons about Science
- Cross-Age Mentoring
- Classroom Exploration
- Musicals
- Songs with Science Lyrics
- Games with Science Information





# Have a Conversation

Levels of Questioning- Depth of Knowledge



Listen and Respond

<http://www.resa.net/curriculum/curriculum/science/professionaldevelopment/ngss-pd/ngss-handouts/>

# Determine and Support Forms (Mortar) for Conversation:

## DURING THE INVESTIGATION:

### See

I see...  
I observe...  
I notice...

### Think

I think...because...  
I discovered that...  
I learned that...  
Now I know that...  
It makes sense that ...  
because...



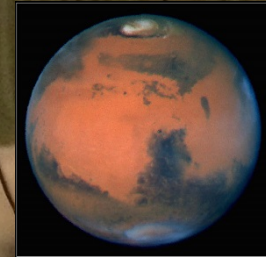
### Wonder

I wonder why...  
I wonder how...  
I wonder if...  
I still wonder...  
What if....  
I would like to find out...  
I have a question about..

Built into the Earhart program is the specific and careful planning needed to address the language needs of our population.



We learn about the  
solar system by singing  
about vacationing on  
**Mars.**





# Parent/Guardian Engagement

Essential to Early

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# Parent/Guardian Engagement

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Essential to Earhart's success is the full commitment of administration, teachers and parents in the Earhart Innovative Program. Parents were the driving force behind the Earhart innovation experiment, helping to plan an inventive program rather than a charter school. They actively volunteer in docent programs in the arts, in science and in technology/media. Volunteers support important school websites, like the fundraising site [earhartpta.org](http://earhartpta.org), and [earhartsciencelab.org](http://earhartsciencelab.org). Most importantly, active Earhart parents reach out to new Earhart parents to ease their way into the community and teach newcomers how to help their children in this active and ambitious school.



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# Questions?

ALAMEDA UNIFIED SCHOOL DISTRICT  
BOARD AGENDA ITEM

---

**Item Title:** Employee(s) of the Month

**Item Type:** Information

**Background:** Employee of the Month for March is Gardner (Taj) Simmons, a teacher from Ruby Bridges School.

**Goals:** Routine Matter

**Fund:**

**Fund Codes:**

**Fiscal Analysis**

**Amount (Savings) (Cost):** Not applicable

**Department Budget:** Not applicable

**Recommendation:**

**AUSD Guiding Principle:** #7 - All employees must receive respectful treatment and professional support to achieve district goals.

**Submitted By:** Timothy Erwin, Chief Human Resources Officer

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**ATTACHMENTS:**

Description	Upload Date	Type
☐ Employee of the Month for March	3/22/2017	Backup Material

**Employee of the Month**  
**March 2017**

The employee recognition program is a District-wide program to promote a greater appreciation of District employees and to publicly honor special employees for outstanding service that directly or indirectly contributes to students in the Alameda Unified School District. Each month, at the Board of Education meeting, those employees selected will be recognized by the Board with a presentation by the President of the Board and the Superintendent of Schools. The person so honored is:

**Gardner (Taj) Simmons**  
Teacher  
Ruby Bridges Elementary  
"Above and Beyond"

ALAMEDA UNIFIED SCHOOL DISTRICT  
BOARD AGENDA ITEM

---

**Item Title:** Certificated Personnel Actions

**Item Type:** Consent

**Background:**

**Goals:** Routine Matter

**Fund:**

**Fund Codes:**

**Fiscal Analysis**

**Amount (Savings) (Cost):** All positions shown are authorized by the board and are included in the 2016-2017 budget.

**Department Budget:**

**Recommendation:** Approve as submitted.

**AUSD Guiding Principle:** #6 - Allocation of funds must support our vision, mission, and guiding principles.

**Submitted By:** Timothy Erwin, Chief Human Resources Officer

---

**ATTACHMENTS:**

Description	Upload Date	Type
☐ Certificated Personnel Report	3/29/2017	Backup Material

**Certificated Personnel Actions March 28, 2017**

**Resignation(s)**

<u>Last</u>	<u>First</u>	<u>Assignment</u>	<u>Reason</u>	<u>FTE</u>	<u>Location</u>	<u>Effective Date</u>
Backhaus	Nicole	Mild/Moderate	Leaving Area	1.0	Bay Farm	6/9/2017
Muller	John	English/Social Studies	Retirement	1.0	Wood Middle School	6/9/2017
Orozco	Christina	Leave Teacher	Child Rearing	1.0		6/9/2017
Osborne	Patricia	K/1 Loop	Retirement	1.0	Maya Lin	6/9/2017
Pilch	Lisa	Science	Other	.40	Island High	6/9/2017


**Leave of Absence(s)**

<u>Last</u>	<u>First</u>	<u>Assignment</u>	<u>Reason</u>	<u>FTE</u>	<u>Location</u>	<u>Effective Date</u>
Causapin	Patricia	Mathematics	General Purpose	.20	Alameda High	2017-2018 SY
Huhn	Heidi	TSA/Leave Teacher	General Purpose	1.0	Haight School	2017-2018 SY

**Change of Status**

<u>Last</u>	<u>First</u>	<u>Assignment</u>	<u>Reason</u>	<u>FTE</u>	<u>Location</u>	<u>Effective Date</u>
Campbell-Caldwell	Marva	Leave Teacher				
		to Fifth Grade	Return from Leave	1.0	Haight Elementary	8/16/2017
Liu-Smith	Grace	Leave Teacher				
		to First Grade	Return from Leave	1.0	Lum Elementary	8/16/2017
Martinez	Rayna	English/Social Science		1.0	Island High School	
		to English	Displacement	1.0	Wood Middle School	8/16/2017

Certified:

  
 Timothy Erwin, Chief Human Resources Officer



ALAMEDA UNIFIED SCHOOL DISTRICT  
BOARD AGENDA ITEM

---

**Item Title:** Classified Personnel Actions

**Item Type:** Consent

**Background:**

**Goals:** Routine Matter

**Fund:**

**Fund Codes:**

**Fiscal Analysis**

**Amount (Savings) (Cost):** All positions shown are authorized by the board and are included in the 2016-2017 budget.

**Department Budget:**

**Recommendation:** Approve as submitted.

**AUSD Guiding Principle:** #6 - Allocation of funds must support our vision, mission, and guiding principles.

**Submitted By:** Timothy Erwin, Chief Human Resources Officer

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**ATTACHMENTS:**

Description	Upload Date	Type
□ Classified Personnel Report	3/29/2017	Backup Material

**Classified Personnel Actions  
March 28, 2017**

**Appointments**

<u>Last</u>	<u>First</u>	<u>Assignment</u>	<u>FTE</u>	<u>Location</u>	<u>Effective Date</u>
Alexander	Georgette	SPED Para V	0.75	Earhart	4/10/2017
Merry	Sunny	SPED Para III	0.75	Lum	3/27/2017
Reynolds	Octavia	SPED Para III	0.75	Earhart	3/20/2017

**Change of Status**

Poral	Raul	Head Custodian-Elem to Head Custodian-HS	1 1	Maya Lin EHS	4/3/2017
Torres	Olivia	School Office Manager to School Office Manager	1 1	Lum Island HS	3/27/2017
Sabadlab	Elizabeth	SPED Para III to SPED Para V	0.75 0.75	Otis LMS	3/27/2017
Shelton	Tara	Para II-Gen. Ed to Para II-Gen. Ed/SPED Para V	0.4375 0.625	Edison Edison	3/20/2017

**Resignations**

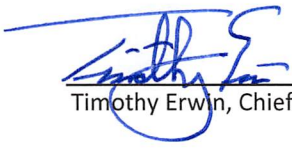
<u>Last</u>	<u>First</u>	<u>Assignment</u>	<u>FTE</u>	<u>Location</u>	<u>Effective Date</u>
Serna	Roxana	SPED Para IV	0.75	Otis	3/17/2017
Shiro	Melody	SPED Para V	0.75	WCDC	4/7/2017

**Short Term Employee**

Pursuant to Education Code section 45101(a), the governing board specifies and approves the following short term employees

<u>Last</u>	<u>First</u>	<u>Classification</u>		<u>Location</u>	<u>Effective Date</u>
Tauscher	Andrew N	SPED Para V	0.75	LMS	3/17/2017 to 3/24/2017

Certified:

  
\_\_\_\_\_  
Timothy Erwin, Chief Human Resources Officer

ALAMEDA UNIFIED SCHOOL DISTRICT  
BOARD AGENDA ITEM

---

**Item Title:** Approval and Acceptance of Donations

**Item Type:** Consent

**Background:** Throughout the school year, donations are routinely accepted by the District. The donations are from various sources and are commonly designated for specific uses.

**Goals:** Routine Matter

**Fund:** General Fund

**Fund Codes:**

**Fiscal Analysis**

**Amount (Savings) (Cost):** Will increase the revenues of the District in the amount of \$55,318.72

**Department Budget:** Various

**Recommendation:** Approve as submitted.

**AUSD Guiding Principle:** #5 - Accountability, transparency, and trust are necessary at all levels of the organization. | #6 - Allocation of funds must support our vision, mission, and guiding principles.

**Submitted By:** Shariq Khan, Chief Business Officer

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**ATTACHMENTS:**

Description	Upload Date	Type
☐ Summary Site Donations	3/21/2017	Backup Material

2016-2017  
Summary Site Donations  
3/7/2017- 3/20/2017

Slip Date	Site	Check#	Date Donor	Amount	Site Total	Total Donations	Account
2/24/2017	AHS	114	2/21/2017 Gage M Dee	\$ 6.00			K-12 Instruction
2/24/2017	AHS	1034	2/17/2017 Jocilyn Goodwin-Thompson	\$ 9.00			K-12 Instruction
2/24/2017	AHS	Cash	No Date No Name	\$ 6.00			K-12 Instruction
3/2/2017	AHS	Cash	2/23-28/17 No Name	\$ 15.00			K-12 Instruction
3/6/2017	AHS	1571	2/28/2017 Laurie Slez	\$ 190.00			K-12 Instruction
3/6/2017	AHS	176	2/26/2017 Steve Yoon	\$ 190.00			K-12 Instruction
3/6/2017	AHS	249	3/1/2017 Livia Bao Young	\$ 360.00			K-12 Instruction
3/6/2017	AHS	8268	2/28/2017 Clayton Woo	\$ 190.00			K-12 Instruction
3/6/2017	AHS	1368	3/2/2017 Clement Chin	\$ 95.00			K-12 Instruction
3/6/2017	AHS	2551	2/26/2017 Annie Chan	\$ 95.00			K-12 Instruction
3/6/2017	AHS	3041	3/2/2017 Roy Morgan	\$ 95.00			K-12 Instruction
3/6/2017	AHS	6111	3/3/2017 Kerry Wilmerding	\$ 125.00			K-12 Instruction
3/7/2017	AHS	Cash	3/2-7/17 No Name	\$ 25.00			K-12 Instruction
3/7/2017	AHS	2770	2/25/2017 Dennis Gee	\$ 95.00			K-12 Instruction
3/7/2017	AHS	1355	3/5/2017 George Cooper	\$ 95.00			K-12 Instruction
3/7/2017	AHS	4292	3/2/2017 Jesus Vargas	\$ 95.00			K-12 Instruction
3/7/2017	AHS	453	2/28/2017 Peri Drake	\$ 95.00			K-12 Instruction
3/7/2017	AHS	2594	3/4/2017 Rachel Saidman	\$ 95.00			K-12 Instruction
3/7/2017	AHS	1034	2/26/2017 Albert Dao	\$ 95.00			K-12 Instruction
3/7/2017	AHS	2298	3/5/2017 Edward Kupa	\$ 450.00			K-12 Instruction
3/8/2017	AHS	8763192830	2/20/2017 International Money Order	\$ 6.00			K-12 Instruction
3/8/2017	AHS	1115	2/27/2017 Katherine Roberts	\$ 3.00			K-12 Instruction
3/8/2017	AHS	567	3/1/2017 Linda Woodworth	\$ 6.00			K-12 Instruction
3/8/2017	AHS	Cash	2/27-3/8/17 No Name	\$ 30.00			K-12 Instruction
					\$ 2,466.00		
3/13/2017	Bay Farm	1110094786	3/6/2017 PG&E	\$ 159.00			K-12 Instruction
3/13/2017	Bay Farm	1110099189	3/6/2017 PG&E	\$ 684.00			K-12 Instruction
					\$ 843.00		
3/6/2017	Earhart	3349	3/5/2017 Earhart PTA	\$ 1,000.00			K-12 Instruction
					\$ 1,000.00		
3/7/2017	Edison	1751	3/6/2017 Edison PTA	\$ 409.69			K-12 Instruction
					\$ 409.69		
2/1/2017	Encinal	50890	1/30/2017 Ohio Prints	\$ 36.91			K-12 Instruction
2/1/2017	Encinal	1761	2/7/2017 AP Exam Ledger	\$ 250.00			K-12 Instruction
2/1/2017	Encinal	1338611	1/28/2017 Wells Fargo	\$ 188.44			K-12 Instruction
2/1/2017	Encinal	Cash	No Date No Name	\$ 800.00			K-12 Instruction
					\$ 1,275.35		
3/7/2017	Haight	1005	2/16/2017 Kids & Science First Foundation	\$ 3,000.00			K-12 Instruction
					\$ 3,000.00		
3/2/2017	Otis	3502	2/19/2017 Otis PTA	\$ 37,106.68			K-12 Instruction
3/2/2017	Otis	3504	2/19/2017 Otis PTA	\$ 3,000.00			K-12 Instruction
					\$ 40,106.68		

3/13/2017	Ruby	1110099374	3/6/2017	PG&E	\$	550.00		K-12 Instruction
							\$ 550.00	
3/14/2017	WCDC	97	3/14/2017	Ung Ken Ly	\$	55.00		Pre-K Instruction
3/14/2017	WCDC	107	2/16/2017	Ung Ken Ly	\$	165.00		Pre-K Instruction
							\$ 220.00	
3/3/2017	Wood	Cash	No Date	No Name	\$	558.00		K-12 Instruction
3/9/2017	Wood	3136	12/8/2016	Abundance Foundation	\$	240.00		K-12 Instruction
3/8/2017	Wood	884797	3/7/2017	Cal State University East Bay	\$	250.00		K-12 Instruction
3/15/2017	Wood	Cash	No Date	No Name	\$	2,110.00		K-12 Instruction
3/15/2017	Wood	Cash	No Date	No Name	\$	2,290.00		K-12 Instruction
							\$ 5,448.00	
							\$	55,318.72

ALAMEDA UNIFIED SCHOOL DISTRICT  
BOARD AGENDA ITEM

---

**Item Title:** Approval of Bill Warrants and Payroll Registers

**Item Type:** Consent

**Background:** On a routine basis, all payments from the funds of the District are made by written order of the Board of Education. This requirement is provided under Education Code 42631.

Five redactions were made where posting of that information would violate agreed upon confidentiality settlements. The District is posting all bills and warrants except for the ones that are redacted.

**Goals:** Routine Matter

**Fund:** General Fund

**Fund Codes:**

**Fiscal Analysis**

**Amount (Savings) (Cost):** Will reduce the available funds of each respective site/department budget by \$2,159,852.36

**Department Budget:** Various

**Recommendation:** Approve as submitted.

**AUSD Guiding Principle:** #5 - Accountability, transparency, and trust are necessary at all levels of the organization.| #6 - Allocation of funds must support our vision, mission, and guiding principles.

**Submitted By:** Shariq Khan, Chief Business Officer

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**ATTACHMENTS:**

Description	Upload Date	Type
☐ Summary of Register	3/21/2017	Backup Material

**ALAMEDA UNIFIED SCHOOL DISTRICT**  
Excellence & Equity For All Students

**Fiscal Services Department**  
**2060 Challenger Dr**  
**Alameda, CA 94501**  
**(510) 337-7082**

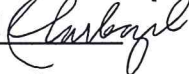
Re Board Meeting of March 28, 2017

To: Recording Secretary, Board of Education

From: Fiscal Department

Subject: Summary of Register (Bill and Payroll Warrant)

Attached is the summary of Register issued for the period. Supporting register attached.

Signed: R. Carbajal 

Date: 03-20-17

**Board of Education**

Approved by:

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Date

**Summary of Register  
For Board Meeting March 28, 2017  
Alameda Unified School District**

Pages	Warrant Number	Date	Amount
1-3	50828968-50829082	3/15/2017	\$ 2,159,852.36
Total			\$ 2,159,852.36

Prepared By:

Date

Reviewed By:


Date

R. Carbajal



03/20/17

A. Dizon



3/20/17



Number	Date	Description	Withdrawal
50828968	3/15/2017	Bongiovanni, Zabel	\$ 12.09
50828969	3/15/2017	Chinn, Margaret M	\$ 75.12
50828970	3/15/2017	Falgares, Matthew J	\$ 73.72
50828971	3/15/2017	Gross, Bryan W	\$ 112.35
50828972	3/15/2017	Horton, Bruce	\$ 118.03
50828973	3/15/2017	Huang, Zhaoying	\$ 99.38
50828974	3/15/2017	Thomas, Bradley Dean	\$ 199.04
50828975	3/15/2017	Land, Jennifer M	\$ 61.10
50828976	3/15/2017	Luna, Atreyu	\$ 14.23
50828977	3/15/2017	Lurie, David	\$ 23.75
50828978	3/15/2017	Lyng, Robert E	\$ 559.16
50828979	3/15/2017	Medina-Caporal, Claudia	\$ 1,194.70
50828980	3/15/2017	Missaggia, Karyn	\$ 117.00
50828981	3/15/2017	Pence, Marc	\$ 83.40
50828982	3/15/2017	Siltanen, Robert	\$ 131.29
50828983	3/15/2017	van Herk, Robert	\$ 509.65
50828984	3/15/2017	Ward, Patrick T	\$ 129.47
50828985	3/15/2017	ACSIG	\$ 892,235.00
50828986	3/15/2017	Alameda County Registrar of Vo	\$ 128,472.87
50828987	3/15/2017	Lakeshore Learning	\$ 154.15
50828988	3/15/2017	Loomis	\$ 443.25
50828989	3/15/2017	MailFinance	\$ 1,328.16
50828990	3/15/2017	**Mary Thao	\$ 73.19
50828991	3/15/2017	Master Teacher Inc	\$ 177.70
50828992	3/15/2017	Maxim Health Care Services Inc	\$ 5,037.50
50828993	3/15/2017	Meehleis Modular Buildings, In	\$ 221,182.35
50828994	3/15/2017	Multi Health System	\$ 752.63
50828995	3/15/2017	National Association of School	\$ 514.00
50828996	3/15/2017	NCS Pearson Inc	\$ 8,476.09
50828997	3/15/2017	Office Depot	\$ 3,057.28
50828998	3/15/2017	Oriental Trading Co	\$ 182.82
50828999	3/15/2017	Pacific Rim Produce	\$ 1,738.50
50829000	3/15/2017	Phillips Academy	\$ 32,756.25
50829001	3/15/2017	Premier Healthcare Services LL	\$ 4,365.00
50829002	3/15/2017	Professional Tutors of America	\$ 637.50
50829003	3/15/2017	Quattrocchi Kwok Architects, I	\$ 253,801.07
50829004	3/15/2017	R F MacDonald Company	\$ 900.00
50829005	3/15/2017	Raskob Learning Institute And	\$ 2,006.76
50829006	3/15/2017	Refrigeration Supplies Distrib	\$ 169.91
50829007	3/15/2017	Ro Health, Inc.	\$ 5,671.00
50829008	3/15/2017	School Loop, Inc.	\$ 405.00
50829009	3/15/2017	Schroeder Dent	\$ 237.08
50829010	3/15/2017	Seneca Center	\$ 32,166.00
50829011	3/15/2017	Seton Identification Products	\$ 247.45
50829012	3/15/2017	Shred Works, Inc.	\$ 138.00
50829013	3/15/2017	SOS Survival Products	\$ 1,664.68
50829014	3/15/2017	Southwest School & Office Supp	\$ 1,457.44
50829015	3/15/2017	Springstone School	\$ 2,175.00
50829016	3/15/2017	Super Duper Publications	\$ 762.85
50829017	3/15/2017	**Suzette Barnachie	\$ 33.38
50829018	3/15/2017	Synovia Solutions, LLC	\$ 432.50
50829019	3/15/2017	Takahashi Morris, Garner	\$ 1,440.00
50829020	3/15/2017	Traverso Tree Service	\$ 150.00



Number	Date	Description	Withdrawal
50829021	3/15/2017	United Parcel Service	\$ 70.87
50829022	3/15/2017	US Bank Corporate Payment Syst	\$ 486.72
50829023	3/15/2017	Walgreen Drug Stores	\$ 675.00
50829024	3/15/2017	West Alameda County Conference	\$ 1,752.00
50829025	3/15/2017	Western Roofing Service	\$ 144,531.10
50829026	3/15/2017	Whitecastle Tours Inc	\$ 1,968.76
50829027	3/15/2017	Wilson Language Training Corpo	\$ 2,716.62
50829028	3/15/2017	WorkForce Software, LLC	\$ 16,269.00
50829029	3/15/2017	**Yuen Man Ng	\$ 32.96
50829030	3/15/2017	(STRS) Eisenmann, Anne	\$ 6,000.00
50829031	3/15/2017	Academy Of Alameda Middle Scho	\$ 10,093.83
50829032	3/15/2017	ACCYF / City of Alameda	\$ 5,000.00
50829033	3/15/2017	Acrell Inspection Services	\$ 14,027.30
50829034	3/15/2017	ACSIG	\$ 19,985.00
50829035	3/15/2017	ACSIG dental	\$ 126,064.11
50829036	3/15/2017	ACTS	\$ 366.00
50829037	3/15/2017	Advanced Inspections Inc.	\$ 6,930.00
50829038	3/15/2017	American Stage Tours, LLC	\$ 1,520.00
50829039	3/15/2017	Analytical Behavior Consultant	\$ 3,750.00
50829040	3/15/2017	Athens Baking Company, Inc.	\$ 1,313.61
50829041	3/15/2017	AUSD Revolving Fund	\$ 585.60
50829042	3/15/2017	Barnes & Noble	\$ 891.48
50829043	3/15/2017	BART Group Ticket Sales	\$ 154.80
50829044	3/15/2017	Bay Area Community Resource (B	\$ 1,897.50
50829045	3/15/2017	Bay Area Community Resource (B	\$ 41,035.93
50829046	3/15/2017	Bay Area News Group	\$ 125.00
50829047	3/15/2017	Bochner, Laurie F	\$ 3,575.00
50829048	3/15/2017	Burns-McCloskey, Deborah	\$ 1,215.00
50829049	3/15/2017	Bush, Michael Paul	\$ 2,031.25
50829050	3/15/2017	Calif Adult Ed Admin Assoc (CA	\$ 450.00
50829051	3/15/2017	Carper, Therese M.	\$ 576.00
50829052	3/15/2017	CDW Government Inc	\$ 1,949.99
50829053	3/15/2017	Cenergistic LLC	\$ 18,400.00
50829054	3/15/2017	Chinese Historical Society of	\$ 250.00
50829055	3/15/2017	Concept Schools NFP	\$ 450.00
50829056	3/15/2017	**Connie Chu	\$ 19.26
50829057	3/15/2017	Consolidated Printers Inc	\$ 12,539.72
50829058	3/15/2017	Crystal Creamery/Foster Farms	\$ 7,982.65
50829059	3/15/2017	Crystal Creamery / Foster Farm	\$ 2,134.02
50829060	3/15/2017	Cypress School	\$ 7,113.00
50829061	3/15/2017	Danielsen Co	\$ 18,652.92
50829062	3/15/2017	Delta Charter Service	\$ 987.00
50829063	3/15/2017	Demco Inc	\$ 548.97
50829064	3/15/2017	Developmental Resources	\$ 496.00
50829065	3/15/2017	Dovetail Learning, Inc.	\$ 494.89
50829066	3/15/2017	Economic & Planning Systems, I	\$ 18,093.75
50829067	3/15/2017	Educate California	\$ 1,107.17
50829068	3/15/2017	Emprint / Moran Printing, Inc.	\$ 2,664.20
50829069	3/15/2017	Encyclopaedia Britannica Inc.	\$ 10,990.00
50829070	3/15/2017	EnviroScape	\$ 1,200.97
50829071	3/15/2017	Flinn Scientific	\$ 2,627.35
50829072	3/15/2017	Follett School Solutions Inc	\$ 167.00
50829073	3/15/2017	Gappa, Cynthia L.	\$ 1,895.00

Number	Date	Description	Withdrawal
50829074	3/15/2017	Gateway Learning Group, Inc.	\$ 3,995.00
50829075	3/15/2017	Gold Star Foods	\$ 10,552.66
50829076	3/15/2017	Harris School Solutions	\$ 782.04
50829077	3/15/2017	Interpreters Unlimited	\$ 3,576.10
50829078	3/15/2017	Island Print Express	\$ 61.18
50829079	3/15/2017	**Jolene Barcinas	\$ 57.78
50829080	3/15/2017	JP School Consulting Services	\$ 1,218.75
50829081	3/15/2017	Juvo Autism + Behavioral Healt	\$ 2,798.71
50829082	3/15/2017	King, Tacuma	\$ 1,000.00
			\$ 2,159,852.36

I certify to the best of my knowledge and belief, the payments shown above are correct and have been approved by the governing board of the district.

  
Authorized Agent

3-15-17  
Date

ALAMEDA UNIFIED SCHOOL DISTRICT  
BOARD AGENDA ITEM

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**Item Title:** Approval of Measure I Contracts (Standing Item)

**Item Type:** Consent

**Background:** Alameda voters approved Measure I in November 2014, and the Bond Program Project Schedule: Option 5A was approved at the April 14, 2015 board meeting.

As the bond program schedule dictates, there will be various contracts to come before the Board for approval. Contracts may include construction bid contracts, architectural services contract addenda, specialists/consultants agreements, etc. Staff has created a standing board item to approve the bond program contracts to keep the bond program contracts separate from the approval of other contracts.

The following contracts related directly to the Measure I Bond Program are presented for ratification:

1. (Fund 21) Amendment No. 1 to Lease Leaseback Agreement between AUSD and Lathrop Construction Associates, Inc. for a guaranteed project cost of \$45,516,271.00.
2. (Fund 21) Change Order 002 between AUSD and Meehleis Modular for an increase of \$13,629.00
3. (Fund 21) Professional Services Agreement between AUSD and Wallace Kuhl & Associates in the amount of \$239,355.00.

**Goals:** Create a system of attractive school options

**Fund:**

**Fund Codes:** 21 Building – Bond Fund

**Fiscal Analysis**

**Amount (Savings) (Cost):** See attached contract(s) for detailed expenditures.

**Department Budget:**

**Recommendation:** Approve as submitted.

**AUSD Guiding Principle:** #5 - Accountability, transparency, and trust are necessary at all levels of the organization. | #6 - Allocation of funds must support our vision, mission, and guiding principles.

**Submitted By:** Shariq Khan, Chief Business Officer

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**ATTACHMENTS:**

Description	Upload Date	Type
☐ Lathrop LLB	3/21/2017	Backup Material
☐ Meehleis	3/21/2017	Backup Material
☐ Wallace Kuhl & Associates	3/21/2017	Backup Material

**AMENDMENT NO. 1 TO LEASE LEASEBACK DOCUMENTS:**

**1. FACILITIES LEASE BY AND BETWEEN LATHROP CONSTRUCTION ASSOCIATES, AS LESSOR AND ALAMEDA UNIFIED SCHOOL DISTRICT AS LESSEE, DATED AS OF NOVEMBER 1, 2016.**

This Amendment to Lease Leaseback Documents ("Amendment") is made and executed this 28th day of March, 2017 between Lathrop Construction Associates, Inc ("Developer" or "Lessor") and the Alameda Unified School District, a California public school district located in Alameda, California ("District" or "Lessee") (collectively, the "Parties")

**RECITALS**

- A. WHEREAS, Developer and District executed the following two leases pursuant to Section 17406 of the Education Code of the State of California under which Developer is to provide for construction consisting of the modernization of portions of Alameda High School. ("Project"):
1. Site Lease By And Between Alameda Unified School District As Lessor And Lathrop Construction Associates, Inc. as Lessee, dated as of November 1, 2016 ("Site Lease"); and
  2. Facilities Lease By And Between Lathrop Construction Associates, Inc. as Lessor And Alameda Unified School District as Lessee, dated as of November 1, 2016 ("Facilities Lease") (Collectively, with all incorporated exhibits, the "Lease Leaseback Documents").
- B. WHEREAS, it is now the desire and intention of the Parties to amend the Lease Leaseback Documents as set forth below.

NOW, THEREFORE, in light of the foregoing facts and in further consideration of the promises and agreements of the Parties set forth herein below, it is mutually agreed as follows:



## TERMS AND CONDITIONS

Except as revised herein, all other provisions of the Lease Leaseback Documents and/or addendum shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Lease Leaseback Documents, the provisions of this Amendment shall control.

### THE FOLLOWING CHANGE SHALL BE MADE TO THE FACILITIES LEASE:

1. Section 11.2.2 shall be amended to read as follows:

**Contract Time / Construction Schedule.** It hereby understood and agreed that assuming the District issues a Notice to Proceed on or before November 2, 2016. District and Contractor may also approve additional changes in the Construction Schedule. District shall have beneficial occupancy on or before March 28, 2019 and Project Completion shall be on or before April 9, 2019. The time period between the Notice to Proceed and Completion shall be the total Contract time ("Contract Time"). The Construction shall be performed pursuant to the construction schedule, attached hereto as **Exhibit F** ("Construction Schedule"). The Construction Schedule must be approved by the District prior to execution of this Facilities Lease.

2. Exhibit "C" shall be replaced with Amended Exhibit C, a copy of which, is attached hereto as Exhibit A to this Amendment.
3. Exhibits "F", "J" and "K" shall be added to the Facilities Lease and are collectively attached hereto as Exhibit B to this Amendment.

**ACCEPTED AND AGREED** on the date indicated below:

Dated: \_\_\_\_\_ 2017

Dated: 3/21/ 2017

**ALAMEDA UNIFIED SCHOOL DISTRICT**

**LATHROP CONSTRUCTION  
ASSOCIATES, INC.**

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

Print Name:

Print Title: Board President

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

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

Print Name: Sean McPhetridge

Print Name: Rick Martellaro

Print Title: Superintendent

Print Title: President

**EXHIBIT A**  
**AMENDED EXHIBIT "C" TO FACILITIES LEASE**



AMENDED EXHIBIT C  
TO  
FACILITIES LEASE

GUARANTEED PROJECT COST AND  
OTHER PROJECT COST, FUNDING, AND PAYMENT PROVISIONS

1. **Site Lease Payments.** As indicated in the Site Lease, Contractor shall pay One Dollar (\$1.00) to the District as consideration for the Site Lease.
2. **Guaranteed Project Cost.** Pursuant to the Facilities Lease, Contractor will cause the Project to be constructed for **Forty-Five Million Five Hundred Sixteen Thousand Two Hundred Seventy-One Dollars (\$45,516,271.00)**, ("Guaranteed Project Cost"). Except as indicated herein for modifications to the Project approved by the District, Contractor will not seek additional compensation from District in excess of Guaranteed Project Cost. District shall pay the Guaranteed Project Cost to Contractor in the form of Tenant Improvement Payments and Lease Payments as indicated herein. The Guaranteed Project Cost includes the following components and as further detailed herein:

**2.1. Cost to Perform Work.**

2.1.1. **Subcontract Costs.** Payments made by the Contractor to Subcontractors, which payments shall be made in accordance with the requirements of the Contract Documents.

2.1.2. **Contractor-Performed Work.** Costs incurred by the Contractor for self-performed work.

**2.2. General Conditions.** The fixed amount to be paid be for all costs for labor, equipment and materials for the items identified therein which are necessary for the proper management of the Project, shall be as set forth in **Attachment One** and shall include all costs paid or incurred by the Contractor for insurance (except for general liability insurance), permits, taxes, and all contributions, assessments and benefits, holidays, vacations, retirement benefits, and incentives, whether required by law or collective bargaining agreements or otherwise paid or provided by Contractor to its employees. The District reserves the right to request changes to the personnel, equipment, or facilities provided as General Conditions as may be necessary or appropriate for the proper management of the Project, in which case, the cost of General Conditions shall be increased or reduced accordingly.

**2.3. Fees.** All fees, assessments and charges that are required to be paid to other agencies or entities to permit, authorize or entitle construction, reconstruction or completion of the Project.

Any unused allowance or unused portion thereof shall be deducted from the Cost of the Work. The amount to deduct shall be calculated using the steps in the "Changes in the Work" provisions of **Exhibit "D"** to the Facilities Lease including the Deductive Change Order provisions therein.

**2.4. Contingency.**

2.4.1. N/A

**2.5. Bonds and Insurance.** Two percent (2%)

**2.6. Overhead and Profit.** Three percent (3%)

3. **Payment of Guaranteed Project Cost.** District shall pay the Guaranteed Project Cost to Contractor in the form of Tenant Improvement Payments and Lease Payments as indicated herein.
- 3.1. **Tenant Improvement Payments.** Prior to the District's taking delivery or occupancy of the Project, the District shall pay to Contractor **Forty Million Nine Hundred Sixty-Four Thousand Six Hundred Forty-Four Dollars (\$40,964,644)** ("Tenant Improvement Payment(s)"), based on the amount of Work satisfactorily performed and approved by the District less the amount to be paid as Lease Payments, according to the Contractor's Schedule of Values (**Exhibit "G"** to the Facilities Lease) and pursuant to the provisions in **Exhibit "D"** to the Facilities Lease.
- 3.2. **Lease Payments.** After the Parties execute the Memorandum of Commencement Date, attached to the Facilities Lease as **Exhibit "E,"** the District shall pay to Contractor **Four Million Six Hundred Sixty-Three Thousand Three Hundred Thirty-Four Dollars (\$4,663,334)** ("Lease Payment(s)"), as indicated below.
- 3.2.1. The Lease Payments shall be consideration for the District's rental, use, and occupancy of the Project and the Project Site and shall be made in equal monthly installments for the duration of the Term.
- 3.2.2. The District represents that the total annual Lease Payment obligation does not surpass the District's annual budget and will not require the District to increase or impose additional taxes or obligations on the public that did not exist prior to the execution of the Facilities Lease.
- 3.2.3. **Fair Rental Value.** District and Contractor have agreed and determined that the total Lease Payments constitute adequate consideration for the Facilities Lease and are reasonably equivalent to the fair rental value of the Project. In making such determination, consideration has been given to the obligations of the Parties under the Facilities Lease and Site Lease, the uses and purposes which may be served by the Project and the benefits therefrom which will accrue to the District and the general public.
- 3.2.4. **Each Payment Constitutes a Current Expense of the District.**
- 3.2.4.1. The District and Contractor understand and intend that the obligation of the District to pay Lease Payments and other payments hereunder constitutes a current expense of the District and shall not in any way be construed to be a debt of the District in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the District, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of the District.
- 3.2.4.2. Lease Payments due hereunder shall be payable only from current funds which are budgeted and appropriated or otherwise made legally available for this purpose. This Facilities Lease shall not create an immediate indebtedness for any aggregate payments that may become due hereunder.
- 3.2.4.3. The District covenants to take all necessary actions to include the estimated Lease Payments in each of its final approved annual budgets.
- 3.2.4.4. The District further covenants to make all necessary appropriations (including any supplemental appropriations) from any source of legally available funds of the District for the actual amount of Lease Payments that come due and

payable during the period covered by each such budget. Contractor acknowledges that the District has not pledged the full faith and credit of the District, State of California or any state agency or state department to the payment of Lease Payments or any other payments due hereunder. The covenants on the part of District contained in this Facilities Lease constitute duties imposed by law and it shall be the duty of each and every public official of the District to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the District to carry out and perform the covenants and agreements in this Facilities Lease agreed to be carried out and performed by the District.

3.2.4.5. The Contractor cannot, under any circumstances, accelerate the District's payments under the Facilities Lease.

3.2.5. The Lease Payment Amount shall be paid pursuant to the following structure and the annual interest rate shall be at or below the then current Prime Rate as published in the Wall Street Journal plus four point five percent (4.5%).

Lease Payment Date	Amount	Principal	Interest	Total Interest	Option Price
30 Days After Filing of NOC	\$388,611.18	\$371,542.58	\$17,068.60	\$17,068.60	\$4,163,015.80
60 Days After Filing of NOC	\$388,611.18	\$372,935.87	\$15,675.32	\$32,743.92	\$3,774,404.64
90 Days After Filing of NOC	\$388,611.18	\$374,334.38	\$14,276.81	\$47,020.72	\$3,385,793.46
120 Days After Filing of NOC	\$388,611.18	\$375,738.13	\$12,873.05	\$59,893.78	\$2,997,182.28
150 Days After Filing of NOC	\$388,611.18	\$377,147.15	\$11,464.04	\$71,357.81	\$2,608,571.11
180 Days After Filing of NOC	\$388,611.18	\$378,561.45	\$10,049.73	\$81,407.55	\$2,219,959.92
210 Days After Filing of NOC	\$388,611.18	\$379,981.06	\$8,630.13	\$90,037.67	\$1,831,348.74
240 Days After Filing of NOC	\$388,611.18	\$381,405.99	\$7,205.20	\$97,242.87	\$1,442,737.56
270 Days After Filing of NOC	\$388,611.18	\$382,836.26	\$5,774.93	\$103,017.80	\$1,054,126.45
300 Days After Filing of NOC	\$388,611.18	\$384,271.89	\$4,339.29	\$107,357.09	\$665,515.27
330 Days After Filing of NOC	\$388,611.18	\$385,712.91	\$2,898.27	\$110,255.36	\$276,904.09
360 Days After Filing of NOC	\$388,611.18	\$387,159.34	\$1,451.85	\$111,707.21	\$0.00

3.3. In no event shall the cumulative total of the Tenant Improvement Payments and the Lease Payments ever exceed the Guaranteed Project Price as defined herein, unless modified pursuant to Exhibit "D" to the Facilities Lease.

#### 4. Changes to Guaranteed Project Cost.

4.1. As indicated in the Facilities Lease, the Parties may add or remove specific scopes of work from the Project. Based on these change(s), the Parties may agree to a reduction or increase in the Guaranteed Project Cost. If a cost impact or a change is agreed to by the Parties, it shall be reflected as a reduction or increase in the Tenant Improvement Payments and paid upon the payment request from the Contractor when the work is performed, or deducted from the next payment request from the Contractor, as applicable.

- 4.2. The Parties acknowledge that the Guaranteed Project Cost is based on the Construction Documents, including the plans, and specifications, as identified in **Exhibit "J" and "K"** to the Facilities Lease.
- 4.3. **Cost Savings.** Contractor shall work cooperatively with Architect, subcontractors and District, in good faith, to identify appropriate opportunities to reduce the Project costs and promote cost savings. Any identified cost savings from the Guaranteed Project Cost shall be identified by Contractor, and if approved in writing by the District, that cost savings shall be deducted from the Guaranteed Project Cost. If any cost savings require revisions to the Construction Documents, Contractor shall work with the District with respect to revising the Construction Documents and, if necessary, obtaining the approval of DSA with respect to those revisions. At the District's discretion, any reasonable cost incurred by District and/or the Contractor for those revisions may be paid for out of the identified savings before it is deducted from the Guaranteed Project Cost. Contractor shall be entitled to an extension of Contract Time equal to the delay in Project Completion caused by any cost savings adopted by District, if requested in writing before the approval of the cost savings.
- 4.4. **Insurance and Bond Reimbursements.** At Project Completion, Contractor shall require reimbursement from its insurance brokers and/or insurers and its bond brokers and/or sureties, all portions of Contractor's bond premiums, either paid or to be paid, that are not at-risk due to a reduction in the Guaranteed Project Cost. All amounts of premium reimbursement that Contractor receives from the Contractor's insurance brokers and/or insurers and its bond brokers and or sureties, shall be withheld by District from Contractor's Lease Payment(s). The District shall estimate this amount until Contractor indicates what the total amount of this reimbursement.

## **5. District's Purchase Option**

- 5.1. If the District is not then in uncured Default hereunder, the District shall have the option to purchase not less than all of the Project in its "as-is, where-is" condition and terminate this Facilities Lease and Site Lease by paying the total remaining unpaid Lease Payments as of the date the option is exercised ("Option Price").
- 5.2. District shall provide Contractor no less than three (3) days' prior written notice that District is exercising its option to purchase the Project as set forth above on a specific date ("Option Date"). If the District exercises this option, the District shall pay directly to Contractor the Option Price on or prior to the Option Date and Contractor shall at that time deliver to District all reasonably necessary documents in recordable form to terminate this Facilities Lease and the Site Lease. District may record all such documents at District's cost and expense.
- 5.3. Under no circumstances can the first Option Date be on or before thirty-five (35) days after the Contractor completes the Project and the District accepts the Project.

**ATTACHMENT ONE  
SUMMARY OF GENERAL CONDITIONS**



## Historic Alameda HS, Modernization

**STRUCTURE:**

QUANTITIES BY: AR

DATE: 2/28/2017

PRICED BY: AR

SQ. FEET: 119,970

LOCATION: Alameda

ARCHITECT: QKA

INCLUDES ADDENDA: 1,2,3,4


3/17/17 9:12 AM

ITEM	DESCRIPTION	QUANTITY	UNIT	LABOR	MAT'L	SUB.C	LABOR	MATERIAL	EQ & SUBS	TOTAL
	<b>GENERAL CONDITIONS</b>						\$ 436,038	\$ 60,250	\$ 631,979	\$ 1,128,265
							\$ 436,036	\$ 60,250	\$ 631,979	\$ 1,128,265
							\$ 305,225	\$ 5,724	\$ -	\$ 310,949
							\$ 741,260	\$ 65,974	\$ 631,979	\$ 1,439,214
	<b>TOTAL</b>									\$ 1,439,214
	Check Total									
	Assistant Superintendent	108	wks	\$ 2,500	\$ -	\$ -	\$ 270,000	\$ -	\$ -	\$ 270,000
	Project Manager Time Increase	108	wks	\$ 1,000	\$ -	\$ -	\$ 108,000	\$ -	\$ -	\$ 108,000
	Teamster - For LCA Deliveries	104	wks	\$ 150	\$ -	\$ -	\$ 15,588	\$ -	\$ -	\$ 15,588
	Pick Up Truck for Added Superintendent	25	mo	\$ -	\$ -	\$ 750	\$ -	\$ -	\$ 18,750	\$ 18,750
	Gas & Oil	25	mo	\$ -	\$ -	\$ 2,000	\$ -	\$ -	\$ 50,000	\$ 50,000
	Gridline Building Layout	3	ea	\$ 2,500	\$ -	\$ -	\$ 7,500	\$ -	\$ -	\$ 7,500
	LCA On-Site Office Set Up	1	ls	\$ -	\$ -	\$ 7,500	\$ -	\$ -	\$ 7,500	\$ 7,500
	UPS / Fed Ex Deliveries	1	ls	\$ -	\$ -	\$ 15,000	\$ -	\$ -	\$ 15,000	\$ 15,000
	Temp Power Set Up / Relocation	1	ls	\$ -	\$ -	\$ 26,000	\$ -	\$ -	\$ 26,000	\$ 26,000
	Water Set Up / Take Down	1	ls	\$ -	\$ -	\$ 12,000	\$ -	\$ -	\$ 12,000	\$ 12,000
	Temp Heat	119,790	sf	\$ -	\$ -	\$ 0.75	\$ -	\$ -	\$ -	\$ 89,843
	Final Clean Up	119,790	ls	\$ 0	\$ -	\$ 0.90	\$ 29,948	\$ -	\$ 107,811	\$ 137,759
	Storage Trailer & Tool Shed Rental	25	mo	\$ -	\$ 250	\$ 250	\$ -	\$ 6,250	\$ 6,250	\$ 12,500
	Construction Signs	1	ls	\$ -	\$ -	\$ 3,500	\$ -	\$ -	\$ 3,500	\$ 3,500
	Perimeter Safety Cable Maint / Removal	2,500	lf	\$ -	\$ -	\$ 8	\$ -	\$ -	\$ 20,000	\$ 20,000
	First Aid Supplies	25	mo	\$ -	\$ -	\$ -	\$ -	\$ 10,000	\$ -	\$ 10,000
	Temp. Fire Protection	1	ls	\$ -	\$ -	\$ 15,000	\$ -	\$ -	\$ 15,000	\$ 15,000
	CPM Progress Schedule	24	mo	\$ -	\$ -	\$ 500	\$ -	\$ -	\$ 12,000	\$ 12,000
	Plans & Specifications	1	ls	\$ -	\$ -	\$ 5,000	\$ -	\$ -	\$ 5,000	\$ 5,000
	As-Builts	1	ls	\$ -	\$ -	\$ 1,500	\$ -	\$ -	\$ 1,500	\$ 1,500
	Rental Equipment	25	mo	\$ -	\$ -	\$ 3,200	\$ -	\$ -	\$ 80,000	\$ 80,000
	LCA Equipment	113	wks	\$ -	\$ -	\$ 1,300	\$ -	\$ -	\$ 146,900	\$ 146,900
	Job Set Up	1	ls	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 15,000
	Small Tools	26	ea	\$ -	\$ 1,500	\$ -	\$ -	\$ 39,000	\$ -	\$ 39,000
	Business License	3	ea	\$ -	\$ -	\$ 1,500	\$ -	\$ -	\$ 4,500	\$ 4,500
	Saw Sharpening	24	mo	\$ -	\$ -	\$ 39	\$ -	\$ -	\$ 928	\$ 928
	IOR Office Equipment - 24 months	1	ls	\$ -	\$ -	\$ 4,500	\$ 436,036	\$ 60,250	\$ 631,979	\$ 1,128,265
							\$	\$	\$	\$ 1,128,265

**ATTACHMENT TWO**  
**BREAKDOWN OF GUARANTEED PROJECT COST**



**EXHIBIT A**  
**(Amended Exhibit C & G)**

	
<b>Historic Alameda High School</b>	
Alameda, CA	
Bids: 7/9/17	
Addenda 1, 2, 3, 4	Base Bid
Base Bid General Conditions	\$ 1,221,300
Remaining General Conditions	\$ 1,439,214
Surveying	\$ 18,800
Bid Package 1 - Abatement and Minor Demolition	\$ 729,000
Concrete Demolition	\$ 174,677
Concrete Crack Repair	\$ 35,800
Bid Package 2 - Concrete, Concrete Reinforcing	\$ 3,020,897
Bid Package 3 - Hydrol Piles	\$ 588,000
Bid Package 4 - Cold Formed Metal Framing, Gypsum Board Assemblies	\$ 1,115,454
Bid Package 5 - Soil Stabilization	\$ 1,552,000
Bid Package 6 - Structural Steel, Metal Decking, Misc Metals	\$ 3,758,704
Bid Package 7 - Rough Carpentry	\$ 4,440,802
Bid Package 8 - Architectural Wood Casework	\$ 214,840
Interior Finish Carpentry	\$ 313,150
Bid Package 9 - Traffic Coatings	\$ 22,000
Bid Package 10 - Board and Batt Insulation	\$ 188,410
Bid Package 11 - Roofing	\$ 898,211
Bid Package 12 - Joint Sealants	\$ 8,400
Fluid Applied Waterproofing	\$ 49,000
Bid Package 13 - Expansion Joint Cover Assemblies	\$ 180,900
Bid Package 14 - Doors and Hardware	\$ 886,251
Bid Package 15 - NOT USED	\$ -
Bid Package 16 - Wood Window Restoration	\$ 1,591,951
Bid Package 17 - Aluminum Entrances, Storefronts, Skylights	\$ 248,555
Bid Package 18 - Plaster	\$ 855,400
Bid Package 19 - Tiling	\$ 170,690
Bid Package 20 - Acoustical Ceilings and Panels	\$ 306,000
Terazzo Repair	\$ 164,000
Bid Package 21 - Resilient Flooring, Tile Carpeting	\$ 552,271
Bid Package 22 - Fluid Applied Flooring	\$ 64,000
Bid Package 23 - Painting, Wall Covering	\$ 1,491,900
Bid Package 24 - Fiberglass Reinforced Panels	\$ 3,220
Bid Package 25 - Visual Display Boards	\$ 42,485
Bid Package 26 - Identification Devices	\$ 51,729
Bid Package 27 - Plastic Toilet Compartments, Toilet Accessories	\$ 68,987
Bid Package 28 - Lockers	\$ 168,400
Bid Package 29 - Window Shade Systems	\$ 103,380
Bid Package 30 - Laboratory Casework, Equipment, Fume Hoods	\$ 751,350
Misc Division 10-12 Specifications	\$ 177,623
Bid Package 31 - Hydraulic Passenger Elevator	\$ 192,000
Bid Package 32 - Fire Suppression	\$ 864,205
Bid Package 33 - Plumbing	\$ 1,827,000
Bid Package 34 - HVAC, Architectural Sheet Metal, Metal Wall Panels	\$ 5,668,888
Bid Package 35 - Electrical, Communication, Fire Alarm	\$ 4,785,700
Bid Package 36 - Earthwork, Asphalt	\$ 485,925
Bid Package 37 - Pavement Markings and Signs	\$ 7,975
Bid Package 38 - Chain Link Fences and Gates	\$ 21,000
Bid Package 39 - Irrigation, Planting, Decomposed Granite	\$ 250,605
Bid Package 40 - Utilities	In BP 26
Shoring and Scaffolding	\$ 593,125
Architectural Items, Bid Package Exclusions	\$ 1,658,640
SWPPP Work	\$ 28,150
Sub Total	\$ 44,062,644
Utility Insurance	\$ 174,750
Builder's Risk Insurance (Earthquake @ \$15M)	\$ 367,606
General Contractor's Bond Premium	\$ 468,000
0.030 Overhead and Profit @ 3%	\$ 1,363,000
Sub-Contractor Bonds	\$ 107,000
Accepted Value Engineering	\$ 1,014,729
GMP Total	\$ 45,516,271

Historic Alameda HS - VE Options 3-20-17	Lathrop Construction Associates
<u>VE Options</u>	<u>Savings</u>
Use Flat Strap Backing (except at grab bars, TV brackets, Drinking fountains)	\$ 125,000
Alternate Garland Roofing Prodcut, same warranty period per spec	\$ 92,807
Delete Waterproofing at Site Concrete - xypex admixture used in concrete	\$ 44,000
Use Forbo Sphera Element in Lieu of Medintech Flooring	\$ 20,500
Central Building, Use Forbo Marmoleum 13" x 13" Tiles in Lieu of Forbo Modular 20" x 20" Tiles	\$ 18,000
Delete Neoprene Pads at Flooring	\$ 100,000
Change Flooring Underlayment to 3/4 ply, plus 1/2 underlayment	\$ 75,302
Alternate Boiler manufacturer	\$ 20,000
Trane credit for HVAC Package - No VE, reduced price	\$ 20,000
Delete Intergral Combination Locks at Lockers	\$ 18,120
Change Corridors to Painted Sheetrock from Acoustical Plaster	\$ 481,000
<b>Accepted VE</b>	<b>\$ 1,014,729</b>
<u>Items not needed / included in GMP Price</u>	
Import of topsoil	
Smoke guard curtains	

**EXHIBIT B**

**EXHIBITS “F”, “J” AND “K” TO THE FACILITIES LEASE**

Plot - Preliminary Baseline Schedule																												
		2017							2018							2019												
Activity ID	Activity Name	Original Duration	Start	Finish	Total Float	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
<b>Historic Alameda High School Modernization</b>																												
<b>Key Dates &amp; Milestones</b>																												
MSD030	Contractor Bonds and Insurance	613	26-Oct-16	09-Apr-19	0																							
MSD050	Phase 1 - Notice To Proceed	5	26-Oct-16	01-Nov-16	45																							
MSD060	Phase 1 - Final Completion	0	02-Nov-16		45																							
MSD070	Phase 2 - Notice To Proceed	0	10-Apr-17		0																							
MSD080	Phase 2 - Final Completion	0		09-Apr-19	0																							
<b>Start-up Activities</b>																												
STR1000	Mobilization - Phase 1	5	02-Nov-16	08-Nov-16	50																							
DEMO1000	Electrical Safe Off	62	02-Nov-16	02-Feb-17	45																							
DEMO1010	Plumbing Safe Off	10	02-Nov-16	15-Nov-16	45																							
DEMO1200	Protect Openings	11	18-Jan-17	02-Feb-17	45																							
<b>Central Building</b>																												
First Floor																												
CDEM01000	Misc. Demo - 1st Floor	27	16-Nov-16	27-Dec-16	59																							
CDEM01010	Abatement - 1st Floor	7	16-Nov-16	28-Nov-16	45																							
CDEM01020	Final Demo - 1st Floor	10	13-Dec-16	27-Dec-16	59																							
Second Floor																												
CDEM02000	Misc. Demo - 2nd Floor	27	29-Nov-16	06-Jan-17	52																							
CDEM02010	Abatement - 2nd Floor	7	29-Nov-16	07-Dec-16	45																							
CDEM02020	Final Demo - 2nd Floor	10	08-Dec-16	21-Dec-16	52																							
Third Floor																												
CDEM03000	Misc. Demo - 3rd Floor	27	08-Dec-16	17-Jan-17	45																							
CDEM03010	Abatement - 3rd Floor	7	08-Dec-16	16-Dec-16	45																							
CDEM03020	Final Demo - 3rd Floor	10	04-Jan-17	17-Jan-17	45																							
<b>Science Building</b>																												
First Floor																												
SDEMO1000	Misc. Demo - 1st Floor	27	16-Nov-16	27-Dec-16	59																							

Historic Alameda High School Modernization		Plot - Preliminary Baseline Schedule																												20-Mar-17 09:02			
Activity ID	Activity Name	Original Duration	Start	Finish	Total Float	2017												2018												2019			
						Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep					
SITE1030	AC Paving at Fire Line	3	03-May-17	05-May-17	478																												
SITE1040	Bollards at Fire Line	2	08-May-17	09-May-17	478																												
SITE1050	Replace Utility Box Covers as Necessary	1	10-May-17	10-May-17	478																												
West Front Campus																																	
Demolition																																	
DEMO2000	Sawcut (E) Improvement	2	10-Apr-17	11-Apr-17	473																												
DEMO2010	Remove (E) Benches & Trashcans	1	10-Apr-17	10-Apr-17	474																												
DEMO2020	Remove (E) CL Fencing & Posts	3	10-Apr-17	12-Apr-17	472																												
DEMO2030	Remove (E) Irrigation & Landscaping	3	10-Apr-17	12-Apr-17	472																												
DEMO2040	Remove (E) Walks	5	10-Apr-17	14-Apr-17	470																												
DEMO2050	Remove (E) Light Fixtures	2	10-Apr-17	11-Apr-17	473																												
Improvements																																	
SITE2000	Pour Mow Band	25	17-Apr-17	22-May-17	470																												
SITE2010	Form/Place/Finish Walks	3	17-Apr-17	19-Apr-17	470																												
SITE2020	Decomposed Granite	10	20-Apr-17	03-May-17	470																												
SITE2030	Irrigation & Landscaping	3	04-May-17	08-May-17	470																												
East Front Campus																																	
Demolition																																	
A1119	Sawcut (E) Improvement	10	09-May-17	22-May-17	470																												
A1120	Remove (E) CL Fencing & Posts	31	10-Apr-17	22-May-17	470																												
A1130	Remove (E) Irrigation & Landscaping	5	10-Apr-17	14-Apr-17	470																												
A1140	Remove (E) Walks	5	10-Apr-17	14-Apr-17	470																												
Improvements																																	
SITE3000	SD and SDOI at W. Arcade Entrance	26	17-Apr-17	22-May-17	470																												
SITE3010	Exterior Lighting	3	17-Apr-17	19-Apr-17	470																												
SITE3020	Pour Mow Band	3	20-Apr-17	24-Apr-17	480																												
SITE3030	Form/Place/Finish Walks	3	20-Apr-17	24-Apr-17	470																												
SITE3040	Decomposed Granite	10	25-Apr-17	08-May-17	470																												
SITE3050	Irrigation & Landscaping	3	09-May-17	11-May-17	477																												
SITE3060	Replace/Install UG Check Valve on Fire Service Line	10	09-May-17	22-May-17	470																												
West Arcade																																	
Demolition																																	
DEMO4000	Sawcut (E) Improvement	41	10-Apr-17	05-Jun-17	460																												
DEMO4010	Remove (E) Conc. Beam & Slab at 2nd Floor	5	10-Apr-17	14-Apr-17	463																												
DEMO4020	Remove (E) Stairs	2	10-Apr-17	11-Apr-17	463																												
DEMO4030	Remove (E) Concrete Slab to (E) Terrace	3	10-Apr-17	12-Apr-17	463																												
DEMO4040	Remove (E) Metal Ramps	2	10-Apr-17	11-Apr-17	499																												
DEMO4050	Remove (E) Concrete Ramps	3	10-Apr-17	12-Apr-17	498																												
DEMO4060	Remove (E) Stairs	3	12-Apr-17	14-Apr-17	496																												
DEMO4070	Remove (E) OH Roof, Structure, Foundations	5	10-Apr-17	14-Apr-17	460																												
DEMO4080	Remove (E) CL Fencing & Posts	3	10-Apr-17	12-Apr-17	462																												
DEMO4090	Salvage Light Poles, Placard, Solar Panels	1	10-Apr-17	10-Apr-17	464																												
DEMO4100	Remove (E) Asphalt	2	12-Apr-17	13-Apr-17	497																												
DEMO4110	Remove (E) Irrigation & Landscaping	3	10-Apr-17	12-Apr-17	498																												
1st Floor Improvements																																	
SITE4000	Retaining Wall at West Arcade Metal Stairs	35	17-Apr-17	05-Jun-17	460																												
SITE4010	Waterproofing at Retaining Wall	15	17-Apr-17	05-May-17	460																												
SITE4020	Perf. Pipe at Retaining Wall	2	08-May-17	09-May-17	469																												
SITE4030	Set Pour in Place Steel Tube Column at West Arcade Metal Stairs	1	10-May-17	10-May-17	469																												
SITE4040	Metal Stairs at West Arcade Metal Stairs	2	08-May-17	09-May-17	460																												
SITE4050	Concrete in Stair Landings/Steps at West Arcade Metal Stairs	5	10-May-17	16-May-17	460																												
Remaining Level of Effort																																	
Critical LOE																																	
Remaining Work																																	
Critical Remaining Work																																	
Actual Level of Effort																																	
Actual Work																																	
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Plot - Preliminary Baseline Schedule												2017												2018												2019																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
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CW2-INT4720	Acoustical Ceiling Clouds	10	12-Dec-18	27-Dec-18	53																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																										





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Activity ID	Activity Name	Original Duration	Finish	Total Float	2017												2018												2019																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																					
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CB-EXT1170	Remove Scaffold	5/16-Apr-18	20-Apr-18	149																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														</



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TASK filter: WBS.

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Remaining Level of Effort
 Actual Level of Effort
 Remaining Work
 Critical LOE
 Critical Remaining Work

[illegible]











Historic Alameda High School Modernization

Plot - Preliminary Baseline Schedule

20-Mar-17 09:02

Activity ID	Activity Name	Original Duration	Start	Finish	Total Float	2017												2018												2019																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
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**EXHIBIT J**  
**PLANS, TECHNICAL SPECIFICATIONS, AND DRAWINGS**

**VOLUME ONE**

00 0107 – PROFESSIONAL SEALS AND DSA IDENTIFICATION STAMP  
00 0110 - TABLE OF CONTENTS  
00 0115 - LIST OF DRAWINGS

**DIVISION 00 PROCUREMENT AND CONTRACTING REQUIREMENTS**

*LEASE – LEASEBACK CONTRACT DOCUMENTS TO BE PROVIDED AND ADMINISTERED BY OWNER – NOT HERE INCLUDED*

00 7200 - GENERAL CONDITIONS  
00 7300 - SUPPLEMENTAL GENERAL CONDITIONS

**TECHNICAL SPECIFICATIONS**

**DIVISION 01 - GENERAL REQUIREMENTS**

01 1100 - SUMMARY OF WORK  
01 2200 - MEASUREMENT AND PAYMENT  
01 2600 - MODIFICATION PROCEDURES  
01 2900 - APPLICATIONS FOR PAYMENT  
01 3200 - CONSTRUCTION PROGRESS SCHEDULE  
01 3300 - SUBMITTALS  
01 3546 – CONSTRUCTION INDOOR AIR QUALITY PLAN  
01 3900 - COORDINATION AND MEETINGS  
01 4000 - QUALITY CONTROL  
01 4200 - REFERENCE STANDARDS  
01 4523 - TESTING AND INSPECTION SERVICES (WITH DSA T&I FORM 103)  
01 5000 - TEMPORARY FACILITIES  
01 5600 - TEMPORARY CONTROLS  
01 5800 - PROJECT IDENTIFICATION AND SIGNS

01 6000 - PRODUCT REQUIREMENTS  
01 6116 - VOLATILE ORGANIC COMPOUND RESTRICTIONS  
01 6116.01 – ACCESSORY MATERIAL VOC CONTENT CERTIFICATION FORM  
01 7000 - CONTRACT CLOSEOUT  
01 7419 – CONSTRUCTION WASTE MANAGEMENT  
01 7500 - STARTING OF SYSTEMS  
01 7513 – EXECUTION REQUIREMENTS  
01 8113 – SUSTAINABLE DESIGN REQUIREMENTS

#### **DIVISION 02 – EXISTING CONDITIONS**

02 4119 - MINOR DEMOLITION FOR REMODELING

#### **DIVISION 03 – CONCRETE**

03 0100 – CONCRETE SPALL REPAIR AND CRACK INJECTION  
03 1000 – CONCRETE FORMING AND ACCESSORIES  
03 2000 – CONCRETE REINFORCING  
03 3000 – CAST-IN-PLACE CONCRETE  
03 3713 - SHOTCRETE

#### **DIVISION 04 – MASONRY**

NOT USED

#### **DIVISION 05 – METALS**

05 1200 – STRUCTURAL STEEL FRAMING  
05 3000 – METAL DECKING  
05 4000 – COLD FORMED METAL FRAMING  
05 5000 - METAL FABRICATIONS  
05 5133 - ACCESS LADDERS

## **DIVISION 06 – WOOD, PLASTICS AND COMPOSITES**

06 1000 – ROUGH CARPENTRY  
06 2000 - FINISH CARPENTRY  
06 4100 – ARCHITECTURAL WOOD CASEWORK

## **DIVISION 07 - THERMAL AND MOISTURE PROTECTION**

07 1400 – FLUID APPLIED WATERPROOFING  
07 1800 – TRAFFIC COATINGS  
07 2100 - BOARD AND BATT INSULATION  
07 2216 – ROOF INSULATION  
07 4150 –METAL WALL PANELS  
07 5220 – FLUID APPLIED ROOFING RESTORATION  
07 5500 - MODIFIED BITUMEN ROOFING  
07 6200 - SHEET METAL FLASHING AND TRIM  
07 7100 - ROOF SPECIALTIES  
07 7200 – ROOF ACCESSORIES  
07 8400 - FIRESTOPPING  
07 9200 - JOINT SEALERS  
07 9513 - EXPANSION JOINT COVER ASSEMBLIES

## **DIVISION 08 - OPENINGS**

08 1100 – STEEL DOORS AND FRAMES  
08 1416 - FLUSH WOOD DOORS  
08 1433 – STILE AND RAIL WOOD DOORS  
08 3100 - ACCESS DOORS AND PANELS  
08 3483 – ELEVATOR DOOR SMOKE CONTAINMENT SYSTEM  
08 4313 – ALUMINUM ENTRANCES AND STOREFRONTS  
08 5200 – WOOD WINDOWS  
08 6200 - UNIT SKYLIGHTS  
08 7100 - DOOR HARDWARE  
08 8000 – GLAZING

## **DIVISION 09 – FINISHES**

09 2116 - GYPSUM BOARD ASSEMBLIES  
09 2150 – ACOUSTICAL PLASTER CEILINGS  
09 2400 – PORTLAND CEMENT PLASTERING  
09 2613 – GYPSUM VENEER PLASTERING  
09 3000 - TILING  
09 5100 - SUSPENDED ACOUSTICAL CEILINGS  
09 5153 – DIRECT - APPLIED ACOUSTIC CEILINGS  
09 6500 - RESILIENT FLOORING  
09 6700 - FLUID-APPLIED FLOORING  
09 6813 – TILE CARPETING  
09 7200 - WALL COVERING  
09 7700 – FIBERGLASS REINFORCED PLASTIC PANELS  
09 8400 – ACOUSTICAL PANELS  
09 9113 – EXTERIOR PAINTING  
09 9123 – INTERIOR PAINTING

## **VOLUME TWO**

## **DIVISION 10 - SPECIALTIES**

10 1116 - VISUAL DISPLAY BOARDS  
10 1400 – IDENTIFICATION DEVICES  
10 2113 – PLASTIC TOILET COMPARTMENTS  
10 2800– TOILET ACCESSORIES  
10 4400 - FIRE EXTINGUISHERS AND CABINETS  
10 5100 – LOCKERS  
10 8213 – ROOF SCREENS

**DIVISION 11 - EQUIPMENT**

11 3100 – RESIDENTIAL EQUIPMENT  
11 5200 - AUDIO-VISUAL EQUIPMENT  
11 5300 - LABORATORY EQUIPMENT  
11 5313 – LABORATORY FUME HOOD

**DIVISION 12 - FURNISHINGS**

12 2100 - WINDOW SHADE SYSTEMS  
12 3100 – LABORATORY CASEWORK (METAL)  
12 3553 – LABORATORY CASEWORK (WOOD)  
12 3600 – COUNTERTOPS  
12 9300 - SITE FURNISHINGS

**DIVISION 13 – SPECIAL CONSTRUCTION**

NOT USED

**DIVISION 14 - CONVEYING EQUIPMENT**

14 2423 - HYDRAULIC PASSENGER ELEVATORS

**DIVISION 15 THROUGH DIVISION 20**

NOT USED

**DIVISION 21 – FIRE SUPPRESSION**

21 0000 – FIRE PROTECTION GENERAL  
21 0500 – OVERHEAD FIRE PROTECTION SYSTEM



**DIVISION 22 - PLUMBING**

22 0000 - PLUMBING

**DIVISION 23 – HEATING VENTILATING AND AIR CONDITIONING (HVAC)**

23 0000 - HVAC

23 0500 – GENERAL MECHANICAL

23 0593 – TESTING, ADJUSTING AND BALANCING

23 0900 – DIRECT DIGITAL CONTROL SYSTEM

**DIVISION 25 – INTEGRATED AUTOMATION**

NOT USED

**DIVISION 26 – ELECTRICAL**

26 0500 - BASIC ELECTRICAL REQUIREMENTS

26 0800 – TESTING

26 2400 - SERVICE & DISTRIBUTION SYSTEM

26 2700 - BASIC ELECTRICAL MATERIALS & METHODS

26 5101 - LIGHTING

26 5601 - SITE LIGHTING

26 5700 – LOW VOLTAGE LIGHTING CONTROLS

**DIVISION 27 – COMMUNICATIONS**

27 0000 – VOICE AND DATA COMMUNICATIONS SYSTEM

27 5101 - ASSISTED LISTENING SYSTEM

**DIVISION 28 – ELECTRONIC SAFETY AND SECURITY**

28 3100 - FIRE ALARM SYSTEM

**DIVISION 31- EARTHWORK**

31 1000 - SITE PREPARATION

31 2000 - EARTHWORK

31 2316 –TRENCHING, BACKFILLING AND COMPACTION

**DIVISION 32- EXTERIOR IMPROVEMENTS**

32 1216 – ASPHALT CONCRETE PAVING

32 1223 – PAVEMENT MARKING AND SIGNS

32 1600 – CONCRETE SIDEWALK, CURB, AND AREA PAVING

32 1726 – CAST IN PLACE DETECTABLE/TACTILE WARNING SURFACES

32 3113 - CHAIN LINK FENCES AND GATES

32 5110 – DECOMPOSED GRANITE PAVING

32 8000 – IRRIGATION

32 9000 – PLANTING

**DIVISION 33 – UTILITIES**

33 1100 – WATER UTILITY DISTRIBUTION PIPING

33 3000 – SANITARY SEWAGE UTILITIES

33 4000 – SITE DRAINAGE

**DIVISIONS 34 THROUGH 48**

NOT USED

**VOLUME THREE**

APPENDIX A - GEOTECHNICAL INVESTIGATION

APPENDIX B - HAZARDOUS MATERIALS REMOVAL WORK PLAN

APPENDIX C - REQUIRED ENVIRONMENTAL MITIGATION MEASURES

APPENDIX D – FIRE ALARM MANUFACTURER CUT SHEETS AND CSFM LISTINGS

APPENDIX E – FIRE SPRINKLER CALCULATIONS AND MATERIAL DATA

APPENDIX F – HARDWARE CUT SHEETS

APPENDIX G – PLUMBING CUT SHEETS

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## DOCUMENT 00 0115 – LIST OF DRAWINGS

### DSA Plans Approval: January 13, 2017

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G-0.3	INDEX
G-0.4	CAMPUS SITE PLAN
G-0.5	SITE & CENTRAL BUILDING CODE ANALYSIS
G-0.6	CENTRAL & SCIENCE BUILDINGS CODE ANALYSIS

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A-1.2	SITE PLAN & LEARNING AREA PLANS
A-1.3	WEST ARCADE PLANS
A-1.4	EAST ARCADE & AUDITORIUM RAMP PLANS
A-1.5	OUTDOOR LEARNING AREA SECTIONS
A-1.6	ARCADE ELEVATIONS
A-1.7	WEST ARCADE SECTIONS
A-1.8	EAST ARCADE & AUDITORIUM RAMP SECTIONS
A-1.9	SITE DETAILS
A-1.10	SITE DETAILS

#### CIVIL

C0	ABBREVIATIONS, LEGEND & NOTES
C1	DEMOLITION PLAN
C2	DEMOLITION PLAN
C3	GRADING & UTILITY PLAN
C4	GRADING & UTILITY PLAN
C5	GRADING & UTILITY PLAN

C6	GRADING & UTILITY PLAN
C7	GRADING & UTILITY PLAN
C8	PAVEMENT STRUCTURAL SECTION, LAYOUT & EROSION CONTROL PLAN
C9	PAVEMENT STRUCTURAL SECTION, LAYOUT & EROSION CONTROL PLAN
C10	DETAILS
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#### LANDSCAPE

L1.01	LANDSCAPE PROTECTION PLAN
L2.00	SITE LANDSCAPE AREA LOCATION PLAN
L3.00	MATERIALS LEGEND AND NOTES
L3.01	MATERIALS PLAN
L4.00	CONSTRUCTION DETAILS
L5.00	IRRIGATION LEGEND AND NOTES
L5.01	IRRIGATION PLAN
L5.02	IRRIGATION BUBBLER PLAN
L6.00	IRRIGATION DETAILS
L6.01	IRRIGATION DETAILS
L6.02	IRRIGATION DETAILS
L7.00	SOIL PREPARATION PLAN
L8.00	PLANTING LEGEND AND NOTES
L8.01	PLANTING PLAN
L9.00	PLANTING DETAILS

#### ARCHITECTURAL

##### CENTRAL BUILDING

A-C2.0.1 CENTRAL BUILDING - 1ST FLOOR EAST WING DEMO PLAN

A-C2.0.2 CENTRAL BUILDING - 1ST FLOOR WEST WING DEMO PLAN  
A-C2.0.3 CENTRAL BUILDING - 2ND FLOOR EAST WING DEMO PLAN  
A-C2.0.4 CENTRAL BUILDING - 2ND FLOOR WEST WING DEMO PLAN  
A-C2.0.5 CENTRAL BUILDING - 3RD FLOOR DEMO PLAN  
A-C2.1 CENTRAL BUILDING - OVERALL 1ST FLOOR PLAN  
A-C2.2 CENTRAL BUILDING ENLARGED 1ST FLOOR PLAN - EAST WING  
A-C2.3 CENTRAL BUILDING ENLARGED 1ST FLOOR PLAN - WEST WING  
A-C2.4 CENTRAL BUILDING - OVERALL 2ND FLOOR PLAN  
A-C2.5 CENTRAL BUILDING ENLARGED 2ND FLOOR PLAN - EAST WING  
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A-C3.0.1 CENTRAL BLDG. 1ST FLOOR RCP DEMO PLAN - EAST WING  
A-C3.0.2 CENTRAL BLDG. 1ST FLOOR RCP DEMO PLAN - WEST WING  
A-C3.0.3 CENTRAL BLDG. 2ND FLOOR RCP DEMO PLAN - EAST WING  
A-C3.0.4 CENTRAL BLDG. 2ND FLOOR RCP DEMO PLAN - WEST WING  
A-C3.0.5 CENTRAL BLDG 3RD FLOOR RCP DEMO PLAN  
A-C3.1 CENTRAL BUILDING - 1ST FLOOR EAST WING REFLECTED CEILING PLAN  
A-C3.2 CENTRAL BUILDING - 1ST FLOOR WEST WING REFLECTED CEILING PLAN  
A-C3.3 CENTRAL BUILDING - 2ND FLOOR EAST WING REFLECTED CEILING PLAN  
A-C3.4 CENTRAL BUILDING - 2ND FLOOR WEST WING REFLECTED CEILING PLAN  
A-C3.5 CENTRAL BUILDING - 3RD FLOOR REFLECTED CEILING PLAN  
A-C4.1 CENTRAL BUILDING - PARTIAL ROOF PLAN  
A-C5.1 CENTRAL BUILDING EXTERIOR ELEVATIONS  
A-C6.1 CENTRAL BUILDING - BUILDING SECTIONS  
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A-C6.4 CENTRAL BUILDING - WALL SECTIONS  
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A-C7.4 INTERIOR ELEVATIONS  
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 A-C7.26 INTERIOR ELEVATIONS  
  
 C7.27                   A-  
                               INTERIOR ELEVATIONS

#### SCIENCE BUILDING

A-S2.0.1               SCIENCE BLDG-FIRST FLOOR DEMO PLAN  
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A-S2.0.3	SCIENCE BLDG-THIRD FLOOR DEMO PLAN
A-S3.0.1	SCIENCE BLDG-FIRST FLOOR DEMO REFLECTED CEILING PLAN
A-S3.0.2	SCIENCE BLDG-SECOND FLOOR DEMO REFLECTED CEILING PLAN
A-S3.0.3	SCIENCE BLDG-THIRD FLOOR DEMO REFLECTED CEILING PLAN
A-S2.1	SCIENCE BLDG-FIRST FLOOR PLAN
A-S2.2	SCIENCE BLDG-SECOND FLOOR PLAN
A-S2.3	SCIENCE BLDG-THIRD FLOOR PLAN
A-S3.1	SCIENCE BLDG-FIRST FLOOR REFLECTED CEILING PLAN
A-S3.2	SCIENCE BLDG-SECOND FLOOR REFLECTED CEILING PLAN
A-S3.3	SCIENCE BLDG-THIRD FLOOR REFLECTED CEILING PLAN
A-S4.1	SCIENCE BLDG-ROOF PLAN
A-S5.1	SCIENCE BDLG-EXTERIOR ELEVATIONS
A-S6.1	SCIENCE BLDG-BUILDING SECTIONS
A-S6.2	SCIENCE BLDG-CENTER STAIR PLAN AND SECTIONS
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A-S6.4	SCIENCE BLDG-WEST STAIR PLAN AND SECTIONS
A-S7.1	INTERIOR ELEVATIONS
A-S7.2	INTERIOR ELEVATIONS
A-S7.3	INTERIOR ELEVATIONS
A-S7.4	INTERIOR ELEVATIONS
A-S7.5	INTERIOR ELEVATIONS
A-S7.6	INTERIOR ELEVATIONS
A-S7.7	INTERIOR ELEVATIONS
A-S7.8	INTERIOR ELEVATIONS
A-S7.9	INTERIOR ELEVATIONS
A-S7.10	INTERIOR ELEVATIONS
A-S7.11	INTERIOR ELEVATIONS
A-S7.12	INTERIOR ELEVATIONS
A-S7.13	INTERIOR ELEVATIONS
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A-S7.16	INTERIOR ELEVATIONS
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P-S2.12	SCIENCE BLDG 1st FLOOR WATER & GAS PLAN
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E-C2.0.1	CENTRAL BLDG - 1ST FLOOR EAST WING DEMO PLAN
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E-C2.0.3	CENTRAL BLDG - 2ND FLOOR EAST WING DEMO PLAN
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E-C2.2	CENTRAL BLDG - ENLARGED 1ST FLOOR PLAN - EAST WING - LIGHTING
E-C2.3	CENTRAL BLDG - ENLARGED 1ST FLOOR PLAN - WEST WING - LIGHTING
E-C2.5	CENTRAL BLDG - ENLARGED 2ND FLOOR PLAN - EAST WING - LIGHTING
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E-C3.3	CENTRAL BLDG - ENLARGED 1ST FLOOR PLAN - WEST WING - ELECTRICAL & TELECOM/SIGNAL
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E-C3.6	CENTRAL BLDG - ENLARGED 2ND FLOOR PLAN - WEST WING - ELECTRICAL & TELECOM/SIGNAL
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FE-C3.5	CENTRAL BLDG - ENLARGED 2ND FLOOR PLAN - EAST WING - FIRE ALARM
FE-C3.6	CENTRAL BLDG - ENLARGED 2ND FLOOR PLAN - WEST WING - FIRE ALARM
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FE-S3.2	SCIENCE BLDG - 2ND FLOOR PLAN - FIRE ALARM
FE-S3.3	SCIENCE BLDG - 3RD FLOOR PLAN - FIRE ALARM
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FE-5.3	FIRE ALARM RISER DIAGRAMS - FAEP & FAA
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FP-C2.3	FIRST FLOOR PIPING PLAN WEST - FIRE PROTECTION
FP-C2.5	SECOND FLOOR PIPING PLAN EAST - FIRE PROTECTION
FP-C2.6	SECOND FLOOR PIPING PLAN WEST - FIRE PROTECTION
FP-C2.7	THIRD FLOOR PIPING PLAN - FIRE PROTECTION
FP-C3.1	FIRST FLOOR CEILING PLAN EAST - FIRE PROTECTION
FP-C3.2	FIRST FLOOR CEILING PLAN WEST - FIRE PROTECTION
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FP-S2.2	SECOND FLOOR PIPING PLAN - FIRE PROTECTION
FP-S2.3	THIRD FLOOR PIPING PLAN - FIRE PROTECTION
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FP-9.4	SEISMIC BRACING CALCULATIONS - FIRE PROTECTION

END OF SECTION

**EXHIBIT K**  
**REVISIONS TO CONTRACT DOCUMENTS**

**ADDENDUM 1 CONSISTS OF:**

Deleted Text is shown in ~~strikeout type~~.

Added Text is shown in Underlined ***bold italicized type***.

**Project Manual:**

Section 09 7200 Wall Covering  
Section 21 1000 Underground Fire Service  
Appendix H: Project Labor Agreement

**ADD Drawings (8.5x11 or 11x17)**

Add 01.01 and .02 – Civil drawings  
Add 01.03 – Landscape Plan  
Add 04.04 through .29 – Arch drawings  
Add 1.30 through .49 – Struct drawings  
Add 01.50 through .59 – Mech/plump drawings  
Add 01.84 through .110 – Electrical

**Full Size Drawings**

FP-0.1 – Legend, Notes, and Details – Fire Protection (For Reference Only)  
Add 01.60 – FP1.1 Revised for underground sprinkler main to Patton Gym.  
Add 01.61 – FP-G2.1 Patton Gym First Floor Piping Plan – Fire Protection.  
Add 01.62 – FP-G2.2 Patton Gym First Floor Piping Plan – Fire Protection.  
Add 01.63 – FPG2.3 Patton Gym Basement and Second Floor Ceiling Plan – Fire Protection.  
Add 01.64 – FP-G3.1 Patton Gym Fire Floor Ceiling Plan – Fire Protection.  
Add 01.65 – FG-G3.2 Patton Gym First Floor Ceiling Plan – Fire Protection.  
Add 01.66 – FG-G6.1 Patton Gym Sections – Fire Protection.  
Add 01.67 – FP-G6.2 Patton Gym Sections – Fire Protection.  
Add 01.68 – FP-G9.1 Patton Gym Details – Fire Protection.  
Add 01.69 – FP-G9.2 Patton Gym Details – Fire Protection.  
Add 01.70 – E-C3.2 Central Bldg – Enlarged 1<sup>st</sup> Floor Plan – East Wing – Electrical & Telecom/Signal  
Add 01.71 – E-S2.0.1 Science Bldg – 1<sup>st</sup> Floor Demo Plan  
Add 01.72 – E-S3.1 Science Bldg – 1<sup>st</sup> Floor Plan – Electrical & Telecom/Signal  
Add 01.73 – E-S3.2 Science Bldg - 2nd Floor Plan Electrical & Telecom/Signal  
Add 01.74 – E-5.1 Single Line Diagram - Power  
Add 01.75 – E-5.2 Single Line Diagram - Telecom  
Add 01.76 – E-6.1 Panel Schedules - Central Bldg

Add 01.77 – E-6.2 Panel Schedules Central & Gymnasium Bldgs  
Add 01.78 – E-6.3 Panel Schedules - Science Bldg  
Add 01.79 – FE-1. I Partial Site Plan - Fire Alarm  
Add 01.80 – FE-5.1 Fire Alarm Riser Diagram - Central Building Facp  
Add 01.81 – FE-5.2 Fire Alarm Riser Diagram - Science Building Facp  
Add 01.82 – FE-5.3 Fire Alarm Riser Diagram1S - Faep & Faa  
Add 01.83 – FE-5.4 Fire Alarm - Battery Calculations

#### **A. CHANGES TO PREVIOUS ADDENDA**

None

#### **B. CHANGES TO THE BIDDING AND CONTRACT REQUIREMENTS**

##### **Item No. 1. 01**

Bid Date changed to 2:00 P.M. Thursday March 9, 2017. Location and manner of bid submittals to be detailed in Bid Package documents planned for release on or about March 1, 2017.

##### **Item No. 1. 02**

Add the "Alameda Unified School District Project Labor Agreement" to the Project Manual, as New Appendix 11H"

#### **C. CHANGES/ ADDITIONS TO THE SPECIFICATIONS**

##### **Item No.1. 03**

Add new **Section 21 10 00 Underground Fire Service** specifications to the project manual.

##### **Item No. 1. 04**

Replace section 09 7200 Wall Coverings with new Section of same name. 11 ADD 01" in Footer.

##### **Item No.1. 05**

Replace Section 10 8213 Roof Screens with new Section of same name. 11 ADD 01" in Footer.

##### **Item No. 1. 06**

Section 22 0000 Plumbing

Add paragraph: **1.05 E -Laboratory sinks: See Section 12 3600 Countertops**

Add at paragraph: **2.12.14a, 15a, and 16a: a. Integral, molded into countertops provided by Division 12. Delete** at paragraphs 2.12.14c, 15c, and 16c - Delete Drains entirely.

Change paragraph 2.12.1a and 2a (P-1 and P-1A water closets) to: Model #3351.528, including battery operated flush valve. Delete from same fixtures: Item ~~b. Sloan Flush Valves.~~

Change paragraph 2.12.7a and Sa (P-3 and P-3A urinals) to: **Model #6002.525, "Pintbrook" 0.125 gpf high efficiency urinal system, including battery operated flush valve.** Delete from same fixtures: Item ~~b. Sloan Flush Valves.~~

Add paragraph: 2.12.22. **P-4A UTILITY SINK (S107 Storage Room)**

- a. Fixture: Just #J-127 single compartment laundry tub, 14 gauge type 304 stainless steel, includes (4) stainless steel legs with angel frame.**
- b. Faucet: Chicago 897-RCF; vacuum breaker; pail hook; rough chrome plated; adjustable centers.**
- c. Drain: Just J-35**

Add paragraph: **2.04 item I - Gas Pressure Regulators: American Regulator, Series 1813C. Regulators shall be sized for full gas capacity of equipment as scheduled on the drawings. Inlet pressure shall be 5 psig. Outlet pressure shall be 7" water column. Regulators installed indoors shall have relief opening piped to outdoors. Size relief pipe in accordance with ANSI Z223.1 "National Fuel Gas Code".**

Add paragraph: **2.04 item 1. J - Gas Solenoid Valves: ASCO Red Hat series 8215 or series 8030 electric gas shut-off solenoid valve; normally closed; close on power failure, AC-powered.**

Add paragraph: **2.04 item 1. J - Gas Solenoid Valves: ASCO Red Hat series 8215 or series 8030 electric gas shut-off solenoid valve; normally closed; close on power failure, AC-powered.**

#### **D. CHANGES/ ADDITIONS TO THE DRAWINGS**

##### **Item No. 1. 07**

Sheet G-0.4 Add note on drawing "PROVIDE COMPLETE EXTERIOR PAINTING AT WEST CLASSROOM BUILDING, AUDITORIUM, AND LARRY PATTON GYMNASIUM. REMOVE UNUSED UTILITIES AND FIXTURES. PREP AND PAINT PER SPECIFICATIONS."

##### **Item No. 1. 08**

Sheet A-1.1 Site Demo: Revise Keynote 21 to read  
Remove (E) Chain Link Fence and Posts. **Cut off below grade and patch. Footings may remain.**

##### **Item No.1. 09**

Sheet A-1.2 Site Plan: Revise Keynote 28 to read  
Bike Racks. **Heavy Duty Ring Bike Bollard by Bikeparking.com Model BBD03-HDR-IG-GP**

##### **Item No. 1.10**

Sheet A-13: Revise keynoted. (ADD dwg 01.04). Revise and add a additional keynote; root drain noted on West arcade plan. (ADD dwg 01.05).



**Item No. 1.11**

Sheet A-1.4: Revise and add additional keynote; roof drain noted on East arcade plan (ADD dwg 01.05)

**Item No. 1.12**

Sheet A-1.10: Add detail 23. See revised detail 27 (ADD dwg 01.06).

**Item No. 1.13**

Sheet C4: Modify Section 1 Detail per attached drawing ADD 01.02

**Item No.1.14**

Sheet C6 and C7 Note 17 to be modified as follows:

~~Install new fire hydrant per detail EBMUD standard 9496 GB Sheet CH.~~ **All hydrant installations shall be completed by EBMUD. Contractor shall complete the EBMUD "Hydrant/Fire Service/Dual Service Requirements Form" and submit to local Fire Marshall for approval. Contractor shall submit approved Hydrant/Fire Service Requirements form and site plan to EBMUD and pay water service estimate fee. EBMUD determines cost of hydrant installation based on site conditions. Following receipt of installation cost and "Fire Hydrant Application" from EBMUD, the Contractor shall pay fees for installation of new fire hydrant. EBMUD shall apply for encroachment permits related to installation of new fire hydrant and installs new fire hydrant.**

**Item No.1.15**

Sheet C7 Note 30 to be modified as follows:

**Contractor shall submit water service application to EBMUD for installation of new meter. EBMUD determines cost of installation of new meter. Contractor shall pay installation fees to EBMUD for water meter installation. EBMUD shall apply for encroachment permits related to installation of new water meter and installs new water meter.** EBMUD to construct irrigation service to the project side of the meter assembly. Site contractor to install reduced pressure backflow preventer. Contractor to secure all necessary permits from the City of Alameda and EBMUD prior to the start of any Contractor work within the public right of way.

**Item No. 1. 16**

Sheet C10: Type 2 Rolled Curb detail has been modified as shown on drawing ADD 01.02

**Item No.1.17**

New Civil Work: Provide Fire Service Extension as shown on drawing ADD 01.01

**Item No. 1.18**

Landscape Drawings: District has directed deletion of the proposed street trees. The following changes occur in the landscape scope as a result of the direction:

1. Delete (12) Platanus acerifolia (Plane Trees), and associated tree poles and fasteners.

2. Delete irrigation remote control valves associated with the plane trees ( 12A & 6A ), and associated laterals, bubblers, and sleeving.
3. Delete (12) lengths of root barriers associated with the plane trees.
4. Delete the 24" depth, import planting soil associated with the Decomposed Granite area. No planting soil prep is required in the Decomposed Granite area.
5. Decomposed Granite shall be installed as required by Detail 3 / L4.00 typically, except that existing subgrade soil shall remain in place and be compacted to 90% relative compaction minimum, in place of planting soil noted in the detail.

**Item No. 1. 19**

Landscape Drawing L8.01: See attached drawing ADD 01.03 modifying this plan.

**Item No. 1. 20**

Sheet A-C2.01: At Demolition Plan General Notes Revise and Add Notes as follow

1. Refer to Structural Foundation Plan for required extents of floor demolition for New Footing Installation **and Soil Mitigation Work**
2. **Refer to Structural, Mechanical, Plumbing, Fire Protection and Electrical drawings for other required demolition.**
3. **These General Notes apply to all Demolition Plans; both Central and Science Buildings.**

**Item No. 1. 21**

Sheet A-C2.2 and A-C2.3: Furred wall added to restrooms C148 and C151 ADD dwg 01.07.

**Item No. 1. 22**

Sheet A-C2.3: Keynote and pit ladder added to elev shaft. ADD dwg 01.08.

**Item No. 1. 23**

Sheet A-C2.4: Revise gymnasium roof plan per attached drawings ADD dwg 01.09.

**Item No. 1. 24**

Sheet A-C2.5: Original doors (C208A) to remain at room C208 ADD dwg 01.09a.

**Item No. 1. 25**

Sheet A-C5.1: Add new keynote 17: **Refinish/repair bronze windows to match bronze doors.**  
Add new keynotes 18: **Replace the broken and or missing bronze "spears" from bronze grills.**  
Place both keynotes at center of North Elevation, pointing to the front door/window/grill assemblies.

**Item No. 1. 26**

Sheet A-C7.1 Add new General Note 8

**8. Fill in missing pieces of wall finish and trim where removed by demo. Typical all interior elevations.**

**Item No. 1. 27**

Sheet A-C7.1 and A-C7.12: Delete reference to keynote 14 at rooms C102 and C154 respectively.

**Item No. 1. 28**

Sheet A-C7.10: Revise Tile at East wall of C148 to run up to 7'-0" AFF.

**Item No. 1. 29**

Sheet A-C7.11: Revise Tile at North wall of C151 to run up to 7'-0" AFF.

**Item No. 1. 30**

Sheet A-C7.20: Revise Tile at East wall of C220 and East of C221 to run up to 7' -0" AFF.

**Item No.1. 31**

Sheet A-C7.17: At south elevation of Room 208 note linework under windows is existing shelving that should be designated with a Keynote 26.

**Item No. 1. 32**

Sheet A-C7.22: Add finish tag W-3 (tackable acoustic panels) to both sides of corridor 226 where shown stippled.

**Item No. 1. 33**

Sheet A-S2.3: Acoustic ratings added to walls, ADD dwg 01.10.

**Item No. 1. 34**

Sheet A-S3.1, A-S3.2 & A-S3.3: Soffit added to elevator lobby at each floor, ADD dwg 01.11.

**Item No. 1. 35**

Sheet A-S7.1 Add new General Note 11

***11. Fill in missing pieces of wall finish and trim where removed by demo. Typical all interior elevations. Revise Tile at West wall of S105 to run up to 7' -0" AFF***

**Item No. 1. 36**

Sheet A-S7.4, A-S7.9 & A-S7.15: Soffit shown on interior elev's, ADD dwg 01.12.

**Item No.1. 37**

Sheet A-8.1: Hollow metal door frame added, door schedule revised ADD dwg 01.13. Door C208A is existing to remain, door schedule revised ADD dwg 1.09a.

**Item No. 1. 38**

Sheet A-9.2: Detail 2: Revise Title to read **Upper Floor Assembly/ Central and Science Building as Occurs**

**Item No. 1. 39**

Sheet A-9.3: Detail 20 & 25, Curtain Head detail revised to show soffit, existing shaft walls revised to show metal stud instead of wood, ADD dwg 01.15.

**Item No. 1. 40**

See revised detail 7 (Add dwg 01.23).

References to rigid insulation above roof sheathing to be deleted all details.

**Item No. 1. 41**

Sheet A-9.5: See revised detail 1. (ADD dwg 01.20).

See revised detail 5, hat channge changed to stainless stells (ADD dwg 01.22)

See revised details 14 and 24. (ADD dwg 01.24).

See revised details 16 and 17. (ADD dwg 01.25).

Add detail 23, (ADD dwg 01.26)

Add detail 30, (ADD dwg 01.27)

References to rigid insulation above roof sheathing to be deleted all details.

**Item No. 1. 42**

Sheet A-10.3 Detail 30, detail bubble referenced, (ADD dwg 01.28)

**Item No. 1. 44**

Sheet A-10.3 Detail 18, dimensions revised at casework, (ADD dwg 01.29)

**Item No. 1. 45**

Sheet S-0.1. At note bank "F. Steel Notes", add note #7: ***Holes may be provided by the contractor in existing concrete walls to improve access for installation of structural steel where no other practical options exist. Submit locations of all proposed access holes to Architect & Engineer for review. Maximum hole size is 18 inches square. Do not damage reinforcing steel where possible. Where reinforcing steel must be removed, provide repair per detail 1/S-9.2. Patch holes per specification section 03 0100.***

**Item No.1. 46**

Sheet S-C2.1.

At the existing concrete wall along CM between C4 & C6, maximum (1) 10" x 20" hole is permitted for a mechanical duct below the 1st floor. Cut maximum (1) horizontal bar. Maintain 1" clear concrete cover to rebar.

Add 24 inch wide grade beam per 10/S-4.1 across the pile caps at braced frames E/S-3.1, F/S-3.1, G/S-3.1, J/S-3.1, M/S-3.2, P/S-3.2, R/S-3.2, and T/S-3.2.

At braced frame M/S-3 .2, set side base plate anchors in high strength grout as occurs at existing footing to the west of CM.5.

At braced frame M/S-3.2, remove dimension ~~11'-0 1/2"~~ between westmost and center column. Align westmost column with steel beams above along CM between C2 & C3 in 2nd floor & low roof. Shift middle braced frame column such that the dimensions of the (2) bays of the braced frame are equal-equal.

**Item No. 1. 47**

Sheet S-C2.2.

At the existing concrete wall along CG between C4 & C6, maximum (1) 10" x 10" hole is permitted for a mechanical duct below the 1st floor. Do not cut rebar. Maintain 1" clear concrete cover to rebar.

Add 24 inch wide grade beam per 10/S-4.1 across the pile caps at braced frames A/S-3.1, B/S-3.1, C/S-3.1, D/S-3.1, H/S-3.1, L/S-3.2, N/S-3.2, and Q/S-3.2 (where grade beam is not already specified).

**Item No. 1. 48**

Sheet S-C2.3.

At the existing concrete wall along CM between C4 & C6, maximum (1) 10" x 10" hole is permitted for a mechanical duct between the 1st & 2nd floor. Do not cut rebar. Maintain 1" clear concrete cover to rebar.

At CP.7 & C2.3 remove callout: ~~Head out frmg w/ 5 1/4" LVL...~~

At CM/C3 provide connection between north-south W10x33's per 12/S-6.1.

**Item No.1. 49**

Sheet S-C2.4.

At the existing concrete wall along CG between C4 & C6, maximum (2) 10" x 10" holes are permitted for mechanical ducts between the 1st & 2nd floor. Do not cut rebar. Maintain 1" clear concrete cover to rebar. Minimum 12" clear between holes.

At CF.6 & C2.5 remove callout: ~~Head out frmg w/ 5 1/4" LVL...~~

At CG/C3 provide connection between north-south W10x33's per 12/S-6.1.

**Item No. 1. 50**

Sheet S-C2.5.

At the existing concrete wall along CM between C4 & C6, maximum (1) 10" x 20" hole is permitted for a mechanical duct between the 2nd & 3rd floor. Cut maximum (1) horizontal bar. Maintain 1" clear concrete cover to rebar.

Change (2) HSS5x3 beams to W8x48 along CQ.2 between C3 & C6.

Change HSS5x3 beam to W8x48 along C2 between CS & CT.

Remove W8x48 along CM between C3 & C4.

Add MC10x22 beam on east side of existing concrete wall along CM between C3 & C6.

Revise drawing at existing arcade roof per attached sketch.

Provide connection between south end of W8x48 (along CM between C2 & C3) to HSS column per 17/S-5.1. Provide connection between north end of MC10x22 (along CM between C3 & C6) through existing concrete beam to HSS column per 12/S-6.1 similar.

**Item No.1. 51**

Sheet S-C2.6.

Add detail 15/S-4.2 to reinforce existing cold joints located approximately mid-span of (2) concrete corridor beams along gridlines C3 & C4 between CF.5 & CG.

Change HSS5x3 beam to **W8x48** along C2 between CA & CB.

Change HSS5x3 beam to **W8x48** along C6 between CA & CB.

Change (3) HSS5x3 beams to **W8x48** along CC.5.

Add **MC10x22** beam on west side of existing concrete wall along CG between C3 & C6.

Add **W8x48** along CG between C3 & C4.

Revise drawing at existing arcade roof per attached sketch.

Provide connection between south end of W8x48 (along CG between C2 & C3) to existing concrete wall per 12/S-6.1 similar. Provide connection between north end of MC10x22 (along CM between C3 & C6) through existing concrete beam per 12/S-6.1 similar.

**Item No.1. 52**

Sheet S-C2.8.

Update "Auditorium - Basement Foundation Plan" per attached sketch to include trench drain.

Update "Auditorium Foundation and First Floor Plan" per attached sketch to include infill of concrete slab openings over boiler room.

Add details 1/SOC2.8 (ADD dwg 01.34) and 2/S-C2.8 (ADD dwg 01.35) per attached.

**Item No. 1. 53**

Sheet S-S2.1.

Add F2 pad footing at mid-span of existing floor girders along S3 between SA.5 & SB and SB & SC, and along S4 between SB & SC.

Add 24 inch wide grade beam per 10/S-4.1 across the pile caps at braced frames U/S-3.3, W/S-3.3, Y/S-3.3, Z/S-3.3, BB/S-3.3, CC/S-3.4 (where grade beam is not already specified), DD/S-3.4, EE/S-3.4, and FF/S-3.4.

**Item No. 1. 54**

Sheet S-S2.4

Change HSS5x3 beam to **W8x48** along S4 between SD & SE.

Change HSS5x3 beam to **W8x48** along SM between S1 & S2.

Remove ~~8'-2 1/16"~~ dimension at SJ/S4.

**Item No. 1. 55**

Sheets S-C2.1 thru S-C2.9, S-S2.1 thru S-S2.4.

Add general note to plans: ***No penetrations are permitted through existing concrete elements unless specifically noted per plan. Notify Architect/Engineer for review of any proposed penetrations not noted.***

**Item No. 1. 56**

Sheets S-C2.1, and S-S2.1.

Where base plates and/or anchor rods of new steel columns conflict with existing concrete walls or concrete columns, locally demo existing concrete minimum 2 inches clear to allow for new elements. Do not damage existing reinforcing steel. Where new concrete will not be placed in the demo'ed area, provide concrete patch per specification section 03 0100.

**Item No.1. 57**

Sheets S-C2.3, S-C2.4, and S-S2.2.

Remove existing holdown symbols between floor joists and concrete corridor beams along gridlines C3, C4, and S4.

**Item No. 1. 58**

Sheets S-C2.6, S-S2.4.

Install post-beam hardware per added detail 16/S-6.3 at all existing post-beam conditions along gridlines C3, C4, S3, and S4.

At note "Splices HSS as reqd typ per 24/S-5.1", change "HSS" TO **BM**.

**Item No. 1. 59**

Sheets S-C2.3, S-C2.4, S-C2.5, S-C2.6, S-S2.2, and S-S2.3.

Where existing holdowns with adhesive rods into the exterior concrete wall are noted to be tension tested, assume 5% of the anchor rods must be removed & replaced due to conflict with new HSS beam. The holdowns may be reused. The adhesive anchor embedment shall be 8 inches. Where existing holdowns occur at new wide flange beams, assume 100% of existing holdown anchor rods are to be replaced. Rods may be sloped 1:12 max to avoid steel framing.

**Item No. 1. 60**

Sheets S-C2.3, S-C2.5, S-C2.6, S-C2.7, S-S2.2, S-S2.3, and S-S2.4.

Add typical note to each plan sheet: Where steel columns and/or beams interrupt holdowns attaching to concrete walls, provide holes in steel column and/or beam per 17/S-6.2 and 19/S-6.2. Holes not permitted through HSS columns or beams.

Add typical note to each plan sheet: Where steel columns and/or braced frame connection plates prevent installation of nailer for attachment of joist hangers, provide blocking per 17/S-6.2 (ADD dwg 01.45), 18/S-6.2(ADD dwg 01.46), and 19/S-6.2(ADD dwg 01.47).

Where wide flange beams intersect, provide connection per 2/S-5.1 & 3/S-5.1. Slope as required at roof conditions.

**Item No. 1. 61**

Sheets S-C2.5, S-C2.6, S-C2.7, S-C2.8, and S-S2.4.

Revise existing rafter spacing to 24"oc. Revise holdown spacing to 24" - 48" - 24" - 48" – etc. pattern ( e.g. skip every third rafter at approximately 6 feet on center) where rafters are perpendicular to the exterior concrete wall.

**Item No. 1. 62**

Sheet S-3.2.

At elevations K, Q, R, and S, change detail reference "~~8/S-5.3~~" to **11/S-5.3(ADD dwg 01.39)** at the high roof elevation.

**Item No. 1. 63**

Sheet S-5.I. Add wide flange beam splice to detail 24/S-5.I per attached sketch (ADD dwg 01.38).

**Item No. 1. 64**

Sheet S-5.3. Add detail 11/S-5.3(ADD dwg 01.39). per attached sketch.

**Item No. 1. 65**

Sheet S-6. I. Revise details 2 (ADD dwg 01.40) & 3 (ADD dwg 01.41) per attached sketches.

**Item No. 1. 66**

Sheet S-6.2.

Revise details 10 (ADD dwg 01.43). & 11 (ADD dwg 01.44) per attached sketches.

At detail 16, assume existing pony wall conflicts with new pony wall below steel beam. Modify or rebuild pony wall to accommodate new framing.

Add details 17(ADD dwg 01.45), 18 (ADD dwg 01.46) and 19(ADD dwg 01.47) per attached sketches.

**Item No.1. 67**

Sheet S-6.3.

Add gusseted beam seat angle per 3/S-6.2 to each end of beam at 2/S-6.3.

The existing concrete wall shown at details 13 & 14 steps inward approximately 4 inches at and above the top of ceiling joist elevation. The existing pony wall shown adjacent to the concrete wall is located on this concrete step. See similar condition at revised details 10 & 11/S-6.2.

Add detail 16 per attached sketch (ADD dwg 01.48).

**Item No. 1. 68**

Sheet S-9 .1.

At "Foundation and First Floor Framing Plan - Central West Wing" plan, the column at C3/CG is to remain. Remove keynote "H" and associated text.

At "Second Floor Framing Plan Central West Wing" plan, the beam along CG between C2 & C3 is to remain. Remove keynote "H" and associated text. Add keynote **H - (2) 1-118" SQ REINF FROM BM TO BE PARTIALLY REMOVED** to existing concrete beam along CG between C4 & C6. Add keynote **H - (1) 1-1/8" SQ REINF** to existing concrete beam along CB.5 between C4 & C6 at side of concrete slab. Add keynote **H - (2) 1" SQ REINF** to existing concrete beam along CB between C4 & C6. Add keynote **H - (1) 1" SQ REINF** to existing concrete beam along CB between C2 & C3. Add keynote **H - (2) 5/8" SQ REINF** to existing concrete beam along C3



between CA & CA.5. Add keynote **H-(3) 1/4" SQ REINF** to existing concrete beam along CB between C3 & C4 embedded in concrete slab.

At "Roof and Third Floor Plan - Central West Wing" plan, the beam along CG between C2 & C3 is to remain. Remove keynote "H" and associated text. Add ... **& (2) 3/4" SQ REINF** to keynote "H" at existing concrete beam along CG between C3 & C4. Add **keynote H - (3) 7/8" SQ REINF FROM BM TO BE PARTIALLY REMOVED** to existing concrete beam along CG between C4 & C6. Add keynote **H - (1) 3/4" SQ REINF** to existing concrete beam along C3 between CE.5 & CF.

**Item No. 1. 69**

Sheet S-9 .2.

At "Foundation and First Floor Framing Plan - Central East Wing" plan, the column at C3/CM is to remain. Remove keynote "H" and associated text.

At "Second Floor Framing Plan - Central East Wing" plan, the beam along CM between C2 & C3 is to remain. Remove keynote "H" and associated text. Add keynote **H - (2) 1-1/8" SQ REINF FROM BM TO BE PARTIALLY REMOVED** to existing concrete beam along CM between C4 & C6. Add keynote **H - (1) 1-1/8" SQ REINF** to existing concrete beam along CR.5 between C4 & C6 at side of concrete slab. Add keynote **H - (2) 1" SQ REINF** to existing concrete beam along CS between C4 & C6. Add keynote **H - (1) 1" SQ REINF** to existing concrete beam along CS between C2 & C3. Add keynote **H - (2) 5/8" SQ REINF** to existing concrete beam along C3 between CS.4 & CT. Add keynote **H - (3) 1/4" SQ REINF** to existing concrete beam along CB between C3 & C4 embedded in concrete slab.

At "Roof and Third Floor Framing Plan Central East Wing" plan, the beam along CM between C2 & C3 is to remain. Remove keynote "H" and associated text. Add ... **& (2) 3/4" SQ REINF** to keynote "H" at existing concrete beam along CM between C3 & C4. Add keynote **H - (3) 7/8" SQ REINF FROM BM TO BE PARTIALLY REMOVED** to existing concrete beam along CM between C4 & C6. Add keynote **H - (1) 3/4" SQ REINF** to existing concrete beam along C3 between CE.5 & CF.

Add detail 1 per attached sketch (ADD dwg 01.49).

**Item No. 1. 70**

Sheets S-9.1, S-9.2, and S-9.3.

Where extraction of existing concrete reinforcing steel is required for testing, provide repair via welded plate per added detail 1/S-9 .2. Perform chemical testing on (1) bar of each size to determine weldability of existing reinforcing steel.

At the "Material Testing Schedule", revise the "Min Average Result" for keynotes C, E, F, and G to be  $f'_c = 1,500\text{psi}$ .

**Item No. 1. 71**

Sheet M-C2.31 Mechanical Plan Basement

See drawing ADD 01.50 for added housekeeping pad for boilers and pumps, system drains to sump, trench drain (see also plumbing ADD drawing) and notes on boiler flues.

See drawing ADD 01.52 for added duct sizes, housekeeping pad for coil and fan.

**Item No. 1. 72**

Sheet P-C2.35 Plumbing Plan Basement

See drawing ADD 01.57 and ADD 01.58 for changes to basement area plumbing and drainage.

**Item No. 1. 73**

Sheet M-C2.32 Mechanical Plan First Floor

See drawing ADD 01.53 for relocated gas vent piping

**Item No. 1. 74**

Sheet M-C2.33 Mechanical Plan Second Floor and Roof

See drawing ADD 01.54 for added gas piping down to basement from existing gas POC, and added air ducts.

**Item No. 1. 75**

Sheet M-C2.41

See drawing ADD 01.55 for new isometric boiler plan

**Item No.1. 76**

Sheet P-1.1 Plumbing Legends and Schedules

See drawing ADD 01.56 for added P-4A to local connection schedule, and added utility sink of science room 108.

**Item No. 1. 77**

Sheet P-S3.01 See drawing ADD 01.59 for added utility sink at Custodial Room S108

**Item No. 1. 78**

Sheet M-C2.16 Mechanical Plan

See drawing ADD 01.51 for resized exhaust and intake ducts up thru roof

**Item No. 1. 79**

Add the following revised or new Fire Protection Drawings. (Note that FP1.1 is for calculation purposes only. See civil drawings for underground fire service design, detail and specification.

Add 01.60 – FP1.1 Revised for underground sprinkler main to Patton Gym.

Add 01.61 – FP-G2.1 Patton Gym First Floor Piping Plan - Fire Protection.

Add 01.62 – FP-G2.2 Patton Gym First Floor Piping Plan - Fire Protection.

Add 01.63 – FP-G2.3 Patton Gym Basement and Second Floor Piping Plan - Fire Protection.

Add 01.64 – FP-G3.1 Patton Gym First Floor Ceiling Plan - Fire Protection.

Add 01.65 – FP-G3.2 Patton Gym First Floor Ceiling Plan - Fire Protection.

Add 01.66 – FP-G6.1 Patton Gym Sections - Fire Protection.

Add 01.67 – FP-G6.2 Patton Gym Sections - Fire Protection.

Add 01.68 – FP-G9.1 Patton Gym Details - Fire Protection.

Add 01.69 – FP-G9.2 Patton Gym Details - Fire Protection.

**Item No. 1. 80**

Add the following revised electrical drawings:

Add 01.70 – E-C3.2 Central Bldg - Enlarged 1st Floor Plan - East Wing - Electrical & Telecom/Signal

Add 01.71 – E-S2.0.1 Science Bldg-1<sup>st</sup> Floor Demo Plan

Add 01.72 – E-S3.1 Science Bldg-1<sup>st</sup> Floor Plan-Electrical & Telecom/Signal

Add 01.73 – E-S3.2 Science Bldg-2nd Floor Plan-Electrical & Telecom/Signal

Add 01.74 – E5.1 Single Line Diagram-Power

Add 01.75 – E5.2 Single Line Diagram-Telecom

Add 01.76 – E6.1 Panel Schedules – Central Bldg

Add 01.77 – E-6.2 Panel Schedules – Central & Gymnasium Bldgs

Add 01.78 – E6.3 Panel Schedules – Science Bldg

Add 01.79 – FE-1.1 Partial Site Plan – Fire Alarm

Add 01.80 – FE5.1 Fire Alarm Riser Diagram – Central Building Facp

Add 01.81 – FE5.2 Fire Alarm Rise Diagram – Science Building Facp

Add 01.82 – FE5.36 Fire Alarm Riser Diagrams – Faep & Faa

Add 01.83 – FE5.4 Fire Alarm – Battery Calculations.

Add 01.84 through 01.110: Small formal E drawings

**E. BIDDER QUESTIONS**

**Item No. 1. 81**

Q: Simpson HDU 4/5 are shown in catalog as requiring a minimum 3" member for attaching. Do the existing joists need to be doubled?

A: Unless specifically noted otherwise on the plans or details, holdowns are to be attached to single joists or rafters.

**Item No. 1. 82**

Q: Resilient Flooring 09 6500 has both Tile and Homogenous Sheet goods, but the drawings don't distinguish where each is used?

A: See the last "SCHEDULE" paragraph of the Section cited for where different resilient products used.

**Item No. 1. 83**

Q: Detail 2/A9.4 shows a steel angle. Please confirm is this is existing or new.

A: In this detail, all framing or supports below roof deck are existing unless otherwise noted on S-dwgs.

**Item No. 1. 84**

Q: Please clarify if any work required at roof drain piping.

A: Yes, per Science Building Floor plan keynote 18 roof drain piping is new. In same location and sizes as existing. Central Building roof drain piping to also be new.

**Item No.1. 85**

Q: Should the roof drains be salvaged as shown, or should new drains be furnished and installed.

A: Please furnish and install new roof drains, as various ADD 01 details show.

**Item No. 1. 86**

Q: Sheet A-C4.1 note 10 references 4/A9.4 for roof to wall seismic joint. Is this the correct call out?

A: Please change to Detail 3/A9.4

**Item No. 1. 87**

Q: A roof hatch could not be located on A-C4.1. Is this correct?

A: Yes, the only access to this roof is through third floor windows. But there are existing roof hatches at Science Building and a new one, per this Addendum, over Boiler Room.

**Item No. 1. 88**

Q: Walk pads on A-C4.1 don't go over to the access ladder(s). Correct?

A: Please extend the walkpads to all access ladders.

**Item No. 1. 89**

Q: 14/A9.4 shows skylight framing but not interior finish. Please provide.

A: Lightwell to be finished with 5/ 8" GB per 22/A10.1

**Item No. 1. 90**

Q: Arcade roof per A1.4 calls out 1/A9.4 for new roofing. 1/A9.4 shows new plywood sheathing whereas Structural drawings show concrete deck. Please confirm.

A: Arcade Roof is existing concrete deck with new roofing per 1/A9 .4 **SIMILAR**. Without any new plywood in the assembly.

**Item No. 1. 91**

Q: It appears there is no AV scope? Infrastructure only? Also I didn't see any specifications for audio visual systems?

A: Correct. Contract work includes infrastructure conduits and boxes to support AV devices and wiring by Owner. Owner will provide lists of their equipment for coordination.

**Item No. 1. 92**

Q: The ADA sinks indicated are non typical. And it is not clear what their material is.

A: All Science Lab and Prep sinks are same material & integral with the countertops. Sizes per below:

P-5C Typical Lab Sink: 18" x 15" x 8" deep

P-5D Typical Lab Accessible Sink: 18" x 15" x 5" deep.

P-5E Typical Prep Room/Cleanup Sink: 24" x 16" x 10" deep.

**Item No.1. 93**

Q: Detail 2 on 1A-C7.10 dimensions stalls as 5' -0" and aisle as 4' 4". The existing dimension from face of stud to concrete is only 9' -5" without finishes. Please advise.

A: Hold stall dimension of 5' -0". Aisle dimension may be **approx. 4' -4"**.

**Item No. 1. 94**

Q: Storage Room C-149 there is an existing vault. Please confirm to remain or demo.

A: Please allow to remain.

**Item No. 1. 95**

Q: Demolition plans indicate that many of the existing ceilings are to remain, with selective demolition to be done for the different trades. We have a substantial amount of conduit in all rooms for lighting, power, and systems. Will Lathrop open these ceilings to allow us to install our conduits?

A: Please review actual post-demolition conditions now visible on site. Most ceilings already fully open.

Division of responsibilities for further demolition as needed is beyond the scope of this Addendum, and will be determined by GC.

**Item No. 1. 96**

Q: It is unclear what is above existing ceilings. Is there enough room to conceal our conduits for power, lighting, fire alarm, and systems? (These systems will need to cross one another.) If there is not ample space above ceiling for conduits are we expected to install all of these raceways as wiremold below the ceiling?

A: Where ceiling cavities are not exposed or adequate for wiring, exposed conduit below ceiling but above plane of ceiling clouds is acceptable. Wiring below plane of clouds to be concealed, or where concealment is impossible such as on concrete walls, in wiremold.

**Item No. 1. 97**

Q: Can the low voltage cable referenced in detail 6/E5.3 associated with the DLM system be run in open cable above the T-Bar ceilings?

A: Lighting control cables may be routed outside of conduit above t-bar ceilings, but should not be co-located with telecom cabling. Please note that for Classroom areas with cloud ceiling panels, the cabling should not be readily visible from below.

**Item No. 1. 98**

Q: The panel schedules on E6.1 and 6.2 show panels rated at 65 KAIC. Can these be series rated to be sized as required?

A: Yes, series ratings are allowed, per specifications.

**Item No. 1. 99**

Q: Regarding soil densification what takes priority? The densification of the soil or structure uplift? Plus we would all like to review the test results and grout takes of the test program. Geotechnical Engineer responds: We need to obtain a certain level of soil densification to mitigate the liquefaction potential. However, once building/foundation lift commences, we must stop grouting at that location to prevent damage to the building. So structure uplift takes priority.

A: Based on our pilot testing program, we believe the dead load bearing pressure at the existing foundations is sufficient to obtain adequate soil densification before building uplift occurs. Test results and grout takes of the test program will be made available on request.

END OF ADDENDUM

**EXHIBIT K**  
**REVISIONS TO CONTRACT DOCUMENTS**

**ADDENDUM 2 CONSISTS OF:**

Deleted Text is shown in ~~strikeout type~~.

Added Text is shown in Underlined ***bold italicized type***.

**Project Manual:**

- Bid Packages
- BP 1 – Selective Demo and Abatement
- BP 2 – Concrete
- BP 3 – Helical Piles
- BP 4 – Cold Formed Metal Framing, Gypsum systems BP 5 – Soil Stabilization
- BP 6 – Structural Steel & Metal Fabrications
- BP 7 – Rough Carpentry
- BP 8 – Arch. Wood Casework
- BP 9 – Traffic Coatings
- BP 10 – Board and Batt Insulation
- BP 11 – Roofing
- BP 12 – Joint Sealers
- BP 13 – Expansion Joints
- BP 14 – Doors, Frames, Hardware
- BP 16 – Wood Windows
- BP 17 – Aluminum Entrances, Storefronts
- BP 18 – Plaster
- BP 19 – Tiling
- BP 20 – Acoustical Ceilings
- BP 21 – Resilient Flooring, Tile Carpeting
- BP 22 – Fluid Applied Flooring
- BP 23 – Painting, Wall Covering
- BP 24 – Fiberglass Reinforced Plastic Panels
- BP 25 – Visual Display Boards
- BP 26 – Identification Devices
- BP 27 – Toilet Compartments and Accessories
- BP 28 – Lockers
- BP 29 – Windows Shade Systems
- BP 30 – Laboratory Casework, Fume Hoods
- BP 31 – Hydraulic Passenger Elevator
- BP 32 – Fire Suppression
- BP 33 – Plumbing

BP 34 – HVAC & Sheet Metal Flashing  
BP 35 – Electrical  
BP 36 – Earthwork  
BP 37 – Pavement Marking and Signs  
BP 38 – Chainlink Fencing and Gates  
BP 39 – Irrigation & Planting  
BP 40 – Utilities.

**Front End and Bidding Documents**

001000 - Instructions to Bidders  
002000 - Bid Requirements Summary  
003000 - Bid Proposals  
005000 - Contract  
    Lathrop LLB Subcontract  
006000 – Insurance  
    Attachment B - Insurance Information Sample Insurance Certificate  
006100 – Labor Agreement  
    Attachment C - Labor Agreements  
006200 – Skilled and Trained Workforce Compliance  
    Attachment D - Skilled and Trained Workforce 006300 – Subcontract Performance Bond  
006500 – Subcontract Payment Bond  
007000 – Site Lease  
    Site Lease – HAHS Modernization  
007100 – Facilities Lease  
    Facilities Lease – HAHS Modernization

**ADD Drawings (8.5 x 11 or 11x 17)**

Add 02.01 – 02.20 Arch sketches  
Add 02.21 – 02.22 Structural Sketches  
Add 02.23 – 02-27 Mech Sketches

**Full Size Drawings**

None

**A. CHANGES TO PREVIOUS ADDENDA**

**Item No. 2. 01**

Ref ADD 01 Item No. 1.51; Sheet S-C2.6:

~~Add detail 15/S-4.2 to reinforce existing cold joints located approximately mid-span of (2) concrete corridor beams along gridlines C3 & C4 between CF.5 & CG.~~  
~~Add W8x48 along CG between C3 & C4.~~



Provide connection between south end of W8x48 (along CG between C2 & C3) to existing concrete wall per 12/S-6.1 similar. Provide connection between north end of MC10x22 (along CM CG between C3 & C6) through existing concrete beam per 12/S-6.1 similar.

**Item No. 2. 02**

Ref ADD 01 Item No. 1.61; Sheets S-C2.5, S-C2.6, S-C2.7, S-C2.8, and S-S2.4:

Revise existing rafter spacing to 24"oc. Revise holdown spacing to 24" - 48" - 24" - 48" – etc pattern (e.g. skip every third rafter at approximately 6 feet on center) where rafters are perpendicular to the exterior concrete wall. Similarly, revise holdown spacing at north side of concrete wall/beam along C3 between CE.5 & CG and CM & CN.5

**Item No. 2. 03**

Ref ADD 01 Item No. 1.69; Sheet S-9.2:

At "Roof and Third Floor Framing Plan – Central East Wing" plan, the beam along CM between C2 & C3 is to remain. Remove keynote "H" and associated text. Add ...& (2) 3/4" SQ REINF to keynote "H" at existing concrete beam along CM between C3 & C4. Add keynote H – (3) 7/8" SQ REINF FROM BM TO BE PARTIALLY REMOVED to existing concrete beam along CM between C4 & C6. Add keynote H – (1) 3/4" SQ REINF to existing concrete beam along C3 between CE.5 & CF CN & CN.5.

**B. CHANGES TO THE BIDDING AND CONTRACT REQUIREMENTS**

**Item No. 2. 04**

See attached Bid Packages and Front End Documents, as listed in Table of Contents.

**C. CHANGES/ ADDITIONS TO THE SPECIFICATIONS**

**Item No. 2. 05**

Section 09 7200 Wall Coverings. Add following new Paragraph:

**3.05 SCHEDULE**

- A. Provide shop wrapped fabric over tackable acoustic panels at corridors.
- B. Provide field applied fabric over gypsum board at classrooms.

**Item No. 2. 06**

Section 09 2116 Gypsum Board Assemblies. Add item 8 to paragraph C below

- C. Finish gypsum board in accordance with levels defined in ASTM C 840, and required by Section 09 9000 Painting and Coating, as follows:

1. Level 5: Corridor walls to receive eggshell paint finish.
2. Level 5: Walls and ceilings to receive semi-gloss or gloss paint finish and other areas specifically indicated.
3. Level 4: Walls and ceilings to receive paint finish or wall coverings, unless otherwise indicated.
4. Level 3: Walls to receive textured wall finish.
5. Level 3: Ceilings to receive glued on acoustical ceiling tiles.
6. Level 2: Behind cabinetry and on backing board to receive tile finish.
7. Level 1: Fire rated wall areas above finished ceilings, whether or not accessible in the completed construction.
8. Level 3: Ceilings to receive acoustic plaster assembly.

**Item No. 2. 07**

Section 22 0000 paragraph 2.08 item D, P-2 and P-2A, CHANGE item b. per below:

b. Faucet: Chicago Faucets 857-E2805-665PSHB, deck mounted, 4" centers, single supply; 0.5 gpm vandal-proof, pressure compensating non-aerating spray; push handle with blue index button; self-closing, auto-timed metering cartridge, adjustable run time from 2 – 15 second, 0.20 max gallon/cycle.

**Item No. 2. 08**

Section 23 000, paragraph 2.12 ADD items I.3 and I.5 below:

I.3: Submitted unit shall meet the sound pressure requirement as specified. Any unit not meeting this requirement will be rejected for this reason alone.

I.5. Unit shall meet or exceed efficiency ratings of current Title 24 Standards by minimum of 10%. Ratings shall be Certified in accordance with the AHRI Air-Cooled Water Chilling Packages Using Vapor Compression Cycle Certification Program, which is based on AHRI Standard 550/590 (I-P) and AHRI Standard 551/591 (SI).

## **C. CHANGES/ ADDITIONS TO THE DRAWINGS**

**Item No. 2. 09**

Demolition Drawings: Additional wall and finish demolition per ADD 02-01 for the Central bldg and ADD 02-09 through ADD 02-13 for the Science Building.

**Item No. 2. 10**

Drawing A-C2.2 and A-C2.3: At toilet rooms C148 and C151 provide new furred walls per ADD 02-07

**Item No. 2. 11**

Drawing A-C3.1: At Corridor C159 replace ceiling type CL-9 with type CL-1.

**Item No. 2. 12**

Drawing A-S3.2: At alcove portion of S214 remove existing ceiling joists and provide ceiling type CL-4 instead of CL-1.

**Item No. 2. 13**

Sheet S-C2.1: At the existing concrete wall along CM between C4 & C6, maximum (1) 4"Ø hole is permitted for a plumbing pipe below the 1st floor. Do not damage existing reinforcing. Maintain 1" clear concrete cover to rebar.

**Item No. 2. 14**

Sheet S-C2.4: Add detail 15/S-4.2 to reinforce existing cold joints located approximately mid-span of (2) concrete corridor beams along gridlines C3 & C4 between CF.5 & CG.

**Item No. 2. 15**

Sheets S-C2.1, S-C2.2, S-C2.3, S-C2.4, and S-C2.5: Penetrations through existing concrete walls on lines CG and CM shall be located minimum 24 inches clear from each end of the wall. Only penetration specifically identified per the structural drawings are permitted.

**Item No. 2. 16**

Sheet S3.8 Detail K: add (3) approximate 1 foot square spall repair locations at the base of the (2) windows of the 3rd floor between SA & SB on the interior face of wall. (See also bidders' questions for other clarifications on spall locations).

**Item No. 2. 17**

Sheet P-C3.11, Detail 1

See ADD 02 drawing for re-routed DCW piping to connect to existing double check valve assembly.

**Item No. 2. 18**

Sheet P-C2.14

See ADD 02 drawing for rerouted DCW piping to connect to existing hose bibb.

**Item No. 2. 19**

Sheet P-C2.11, Detail 2

See ADD 02 drawing for demolition of DCW to existing double check valve assembly.

**Item No. 2. 20**

Sheet M-S2.11 and M-S212

See ADD 02 drawing for revised ducts up to second floor and relocated ducts up to third floor.

**E. BIDDERS QUESTIONS**

**Item No. 2. 21**

Q: Is Trane the only acceptable controls system?

A: Yes. Trane per the Specifications is the adopted District Standard for Controls.

**Item No. 2. 22**

Q: On RCP it calls for acoustic plaster on gyp board per CL-1 SEE 19@A 10.1 .

19@ A 10.1 does not show plaster. How do we bid the acoustic plaster?

A: 19/A10.1 shows the GB. 22/A10.1 shows the acoustic plaster. See also Specs Section 09 2150 Acoustical Plaster Ceilings.

**Item No. 2. 23**

Q: Science Building shows most toilet room accessories OFCI, but Central Building does not. Please clarify.

A: The following items are Owner Furnished and Contractor Installed (OFCI) throughout the project: Soap Dispensers, Paper Towel Dispensers, Toilet Seat Cover Dispensers, and Toilet Paper Dispensers.

**Item No. 2. 24**

Q: From Architectural Interior Elevations it appears some of the new brace frames are exposed but we did not find any wording or specs for possible AESS requirements. Please clarify if any AESS might be required and if so where and to what degree?

A: There is no separate AESS specification, but follow specifications 05 1200 and 09 9123 for finishing exposed steel, including grinding welds to a smooth appearance per 05 1200 – 2.03B.

**Item No. 2. 25**

Q: 05500 Metal Fabrications is requiring an IAS AC172 Certification, please verify if our AISC Certified Shop Certification will satisfy this request?

A: That is acceptable.

**Item No. 2. 26**

Q: In spec Section 12 3600 in paragraph 2.02 C. the lab countertops are called off as Phenolic Resin. In the same paragraph the sinks are called off to be the same material (phenolic resin). In the same spec but in other paragraphs the science countertops are reference as epoxy resin. Please clarify if the science countertops are Phenolic Resin or Epoxy Resin (to different

kinds of material)? The science sinks can only be epoxy resin as they are not available in phenolic resin. If possible please clarify this in addenda.

A: The countertops and related splashes to be Phenolic Resin. The science sinks can be epoxy resin.

**Item No. 2. 27**

Q: 7/A-9.3 calls for a drip flashing at the head of the storefront. Is this prefinished to match the storefront, or is this GSM that will be field painted?

A: Please prefinish to match storefront.

**Item No. 2. 28**

Q: In the science building 3rd floor S3 line at SE line there is a 6x8 wood Column which has a 3" hole drilled through the 6 inch section of the Column. Also at the same location the beam has been notched. Please advise for repair or replace.

A: Provide 2x6 each side of wood post. Fasten to post with (2) rows of 16d nails spaced at 12"oc. No repair required at notched beam.

**Item No. 2. 29**

Q: Detail 4/S-5.3 calls out gusset plate weld to base plate each side of column "2XL" For RHSS 8 5/8" the single dimension is 22", if you double this on both sides of the column this would make the base plate 8'-0 long with only (6) anchor bolts. Please verify.

A: The total weld length is "2xL" across both gusset plates, not "2xL" at each gusset plate.

**Item No. 2. 30**

Q: We found splice details for the WF columns and HSS horizontal collectors but we did not find a splice detail for WF beams, we think the splicing of some WF will be absolutely mandatory, please provide a detail for this.

A: See Addendum 01 item number 1.63 for splice of wide flange beams. No wide flange beam splices permitted at braced frame beams. All proposed splice locations shall be included in the shop drawings for review by the Engineer.

**Item No. 2. 31**

Q: Auditorium WF girders: Will a single off-set splice (we wouldn't splice both girders at dead center) be allowed to get these members inside the building? If so verify detail from RFI #3 will apply or if a specific new detail might apply?

A: Contractor may splice W33 beams on S-C2.9 per attached added detail 3/S-C2.9. Maximum (2) splices per beam. Minimum 20 feet between splices.

**Item No. 2. 32**

Q: Science Bldg 2nd Floor S-S2.2 On Line S2 btwn SF & SG there are two HSS 7x7's called out and elevation detail 5/S6.2, this area is fine. However the same detail elevation is cut in other locations that show only single HSS collector members on plan both second and third floors.

All on Line S5 there are three locations calling out 5/S6.2 and probably a fourth that should be called out but isn't. Please clarify what is to happen at all four stair landing scenarios on Line S5 at both 2nd and 3rd floors.

A: At south west stair at the 2nd floor the detail callout is correct. At the south east stair at the 2nd floor, delete callout 5/S-6.2. Attach sides of HSS5x3 to existing concrete wall with angle tabs & screw anchors per 5/S-6.2 similar. Connect HSS to wide flange column per 23/S-5.1. At south west and south east stair at the 3rd floor, delete callout 5/S-6.2. Connect HSS beams to existing concrete beams per 13/S-6.2 similar, however no existing concrete slab occurs and the HSS beams are both aligned with top of joist. Provide angle tabs and screw anchors per 5/S-6.2 similar at HSS at stair.

**Item No. 2. 33**

Q: Adden #1 Item 1.56 We understand this item that some concrete or wood might interfere with new steel, totally expected in a retro-fit. However there is no way possible for us to quantify this in our bid and therefore we will be excluding this work entirely.

A: Assume this work occurs at the base of each HSS column adjacent to an existing concrete wall or column.

**Item No. 2. 34**

Q: Adden #1 Item 1.59 Same reason as #6 we will be excluding any work having to do with new or existing hold-downs, just no way to quantify possible work.

A: Existing holdowns locations are specified on the plans. The scope of new and existing holdowns & anchor rods appears to be adequately specified to quantify.

**Item No. 2. 35**

Q: Adden #1 Item 1.60 Same as #6&7 designer gives no way to quantify this work (penetrations) AND they do not locate these new details on plan so even new work such as the threaded studs for nailers cannot be quantified.

A: Assume detail 17/S-6.2 occurs at each wide flange column at the 2nd floor, 3rd floor, and roof. Assume detail 17/S-6.2 occurs at each braced frame connection plate at the 2nd & 3rd floors. Assume detail 18/S-6.2 occurs at each braced frame connection plate at the 2nd & 3rd floors. Assume detail 19/S-6.2 occurs at each wide flange column at the 2nd floor, 3rd floor, and ceiling framing supporting the roof.

**Item No. 2. 36**

Q: Adden #1 Item 1.67 We don't see a gusseted beam seat in Det 3 to add to Det 2/S6.3 Please clarify.

A: "Gusseted beam seat" refers to the L6x6x3/4 angle with 3/8" stiffener on which the wide flange beam sits at 3/S-6.2. Include concrete screw anchors into existing concrete beam and machine bolts with slotted holes into the bottom flange of the beam.

**Item No. 2. 37**

Q: Adden #1 Items 1.68, 1.69 & 1.70 We see the added existing reinforcing splice plates but we see no way to quantify this work, we intend to exclude this work unless given better information.

A: The location & quantity of all existing reinforcing steel samples are located on each of the plans on sheets S-9.1, S-9.2, and S-9.3. All sampled reinforcing steel will require repair except where the existing concrete beam or column is noted to be removed or partially removed.

**Item No. 2. 38**

Q: Please provide a diaphragm nailing plan for the first floor, similar to what is shown on S-C2.3.

A: Diaphragm nailing plan not required for the first floor because new structural sheathing is typically not required. Where new raised floor is to be provided at S-S2.1, provide first floor diaphragm nailing per detail 1/S-4.2.

**Item No. 2. 39**

Q: 3/S6.3 calls for a new channel to be installed. Please confirm how this is possible given the joist that is existing and adjacent to this new work.

A: Remove adjacent existing framing as required to install new steel channel, then reinstall framing.

**Item No. 2. 40**

Q: SC2.5 shows the work for the new mechanical units. The LVLS are shown to cross the W8x48's at GL C3. It appears that 13/S1.2 and 15/S-6.2 will conflict with each other. Please confirm.

A: Terminate north end of LVL's at W8x48 beams to prevent conflict. Replace 4x12 at north end with 4x6 flat blocking to support the mechanical unit. Provide A34 each side and each end of blocking to existing rafter. Terminate south 4x12 at W8x48 to prevent conflict.

**Item No. 2. 41**

Q: At the Science Bldg on grid line S5, between SA and SB, detail 1/S6.1 is called out. However at this location the joist run parallel to the wide flange beam. Detail 1/S6.1 only show the perpendicular condition. A detail at the parallel condition would be helpful.

A: See attached added detail 20/S-6.2 which applies along S5 between SA & SB and SL & SM at the 2nd & 3rd floors. At the roof at these locations, detail 10/S-6.3 applies.

**Item No. 2. 42**

Q: At the roof of the Science Bldg, between grid lines SA and SB there is a mechanical unit with a double 16" LVL each side. At the concrete wall (line SA) the plans call for titen screws at the hanger. Detail 17/S1.2 which is referenced for the framing indicates the 4x12 (which hangs off of the LVL) is directly below the 2x4 rafter. Details 10 and 11/S6.2 shows the wide flange

beam w/attached nailer directly below the rafters as well. Obviously there is a conflict. Please have the engineer clarify.

A: Attach the (2) 1.75"x16" LVL to W8x48 wood nailer with an LBV hanger. Provide beam stub and angled brace connection per 11/S-6.2 within 18" of south double LVL.

**Item No. 2. 43**

Q: Science building 3rd floor wood columns along S3 line and S4 line. Could you please provide a detail regarding hold downs for these Columns.

A: No holdown-to-post condition occurs at this location. No detail required.

**Item No. 2. 44**

Q: Central building east 2nd floor REF: S3 2.4/ C3 line and C4 line CQ and CQ.2 Indicates new wood posts for mech units they appear to be in conflict with the lockers on the north and south Walls of corridor C228 as well as having to remove existing windows. Please advise.

A: Central building east 2nd floor REF: S3 2.4/ C3 line and C4 line CQ and CQ.2 Indicates new wood posts for mech units they appear to be in conflict with the lockers on the north and south Walls of corridor C228 as well as having to remove existing windows. Please advise.

**Item No. 2. 45**

Q: Sheet S3.8: At the science building 3rd floor between gridlines SJ and SL on S5, there is a note regarding interior concrete spalling adjacent the windows. The actual location for the spalling is between gridlines SG & SJ, was that the intention?

A: Please revise note to indicate interior spalling repair required between grids SG and SJ.

**Item No. 2. 46**

Q: The foundation plan, detail 3/S-4.1 calls for a new 3x ledger at the corridor side of the wall. Does that occur along the entire concrete wall at S4 or only where new pads are installed for the brace frames?

A: The 3x ledger at the corridor side of 3/S-4.1 is only intended to occur where a new concrete wall is required due to installation of a new pile cap. Framing at portions of the existing concrete wall to remain need not be replaced.

**Item No. 2. 47**

Q: Please clarify mechanical control requirements regarding door and window switches, fan controls, and CO2 sensors.

- A:
1. Window and door switches are not required as referenced C/M5.4
  2. VAV boxes in Science building have reheat coils. VAV boxes in central building do not have reheat coils.
  3. Evernex draft fan control panel shall have a BACnet interface module. BMS shall monitor draft fan status (on/off/speed) and alarm on fail.
  4. CO2 sensors will be used in all classrooms and will be utilized for demand control ventilation.



**Item No. 2. 48**

Q: Are the peninsula tables in the Chemistry and Laboratory classrooms in the scope of work? I can only find one note in Chemistry Lab S101 that notes them as NIC. Please clarify.

A: The movable peninsula tables are not in the Construction Contract, and are shown as NIC on the drawings. However, the District and/or General Contractor may request a separate Proposal for these furniture items.

**Item No. 2. 49**

Q: The specification indicates that this project's Fire Alarm System will be Firelight (District Standard) – No substations. The Subcontractors we have contacted to bid this project have indicated that the existing Fire Alarm System for these buildings are Ceberus Pyrotronics now owned by Seimens Building Industries.

Please ask the design team which Fire Alarm System is to be quoted.

A: See ADD 01 Electrical and FA drawings pertaining to Fire Alarm System modifications.

END OF ADDENDUM

**EXHIBIT K**  
**REVISIONS TO CONTRACT DOCUMENTS**

**ADDENDUM 3 CONSISTS OF:**

Deleted Text is shown in ~~strikeout type~~.

Added Text is shown in Underlined ***bold italicized type***.

**Project Manual:**

Bid Packages - Revised Pages  
BP 1 - Selective Demo and Abatement  
BP 2 - Concrete  
BP 3 - Helical Piles  
BP 4 - Cold Formed Metal Framing, Gypsum systems BP 5 -Soil Stabilization  
BP 6 -Structural Steel & Metal Fabrications  
BP 7 - Rough Carpentry  
BP 8 -Arch. Wood Casework  
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BP 16 - Wood Windows  
BP 17 - Aluminum Entrances, Storefronts  
BP 18 - Plaster  
BP 19 -Tiling  
BP 20 -Acoustical Ceilings  
BP 21 - Resilient Flooring, Tile Carpeting ADD Drawings (8.5x11 or 11x17)  
BP 22 - Fluid Applied Flooring  
BP 23 - Painting, Wall Covering  
BP 24 - Fiberglass Reinforced Plastic Panels  
BP 25.- Visual Display Boards  
BP 26 - Identification Devices  
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BP 35 - Electrical  
BP 36 - Earthwork  
BP 37 - Pavement Marking and Signs  
BP 38 - Chainlink Fencing and Gates  
BP 39 - Irrigation & Planting  
BP 40 - Utilities.

Front End and Bidding Documents

Exhibit A – Owner Controlled Insurance Program (OCIP)

Full Size Drawings

None

**A. CHANGES TO PREVIOUS ADDENDA**

**Item No. 3. 01**

Bid Packages are revised per attached sheets, to be inserted in Bid Packages previously released with ADD 02. The owner has requested the cost savings for implementing an OCIP. A deductive alternate has been issued to each bid package accordingly.

Bid packages 1, 4, 34, and 35 have specific scope items that have been addressed in addition to the OCIP alternate pricing.

**B. CHANGES TO THE BIDDING AND CONTRACT REQUIREMENTS**

**Item No. 3. 02**

See attached "Exhibit A - Owner Controlled Insurance Program"

**C. CHANGES/ ADDITIONS TO THE SPECIFICATIONS**

None

**C. CHANGES/ ADDITIONS TO THE DRAWINGS**

**Item No. 3. 03**

Sheet S-S2.2

Between SK & SL and S2 & S3, headout framing for a duct chase adjacent to S3 is specified.

Where "DBL JST" is specified, provide (2) 1-3 / 4" x16" L VL ripped down to match existing joist

depth. Internail L VL's with 16d nails spaced at 12 inches on center top & bottom. Provide double joist to existing concrete connection per 7 A/S-6.2 similar, using full-sized HU hanger with maximum nailing with Titen screws to existing concrete. Maximum headout width is 48 inches between double joists.

**Item No. 3. 04**

Sheet S-S2.3

Between SK & SL and S2 & S3, provide headout framing for duct chase similar to that shown on sheet S-S2.2 in the same location and per addendum item above.

**Item No. 3. 05**

Sheet S-S2.4

Between SK & SL and S2 & S3, provide ceiling headout framing for duct chase similar to that shown on sheet S-S2.2 in the same location and per addendum item above. Extend double joists over top of existing wood framing on line S3. Provide similar ceiling headout framing the other (2) rooftop mechanical units to the west.

**E. BIDDERS QUESTIONS**

**Item No. 3. 06**

Q: Railing questions: Keynote #18 for bronze railing on first plan of rails, A-1.2 but never again calls out specifically bronze rail or the bronze rail detail but he does use Keynote #18 for other rails are called out as steel rails, it's a mess. It highly makes you question whether any side rails, like on stair rails, could be bronze as that is what he did on 3/ A-1.2.

And we don't see where glazed rails are addressed. Are those by others?

Please also clarify whether "ornamental fencing" is also painted galvanized steel like railings.

A: -Exterior handrail at front entrance of Central Building is bronze, per the cited details 24/A1.10. This is the only bronze rail.

-Glass railing assemblies are manufactured. Per specs 05 5000 they are CR Laurence "P" series stainless steel or equal.

-All Other exterior rails, fences and gates are painted galvanized steel, per multiple details on A1.10.

-Interior rails are all painted steel. (The intent of one boxed note at stair sections 3/A-S6.2 stating "painted bronze" is to paint the existing steel rail a bronze color.)

**Item No. 3. 07**

Q: The project manual specifications call for both Riser and Plenum rated category 6 data cabling. Can you clarify if the project is a riser or plenum environment?

A: Most of the spaces are an open environment (no plenums), with cables in the open cable tray. Those are ok with non-plenum riser rated cable. There are no areas with dropped ceilings that don't have ducted supply and return, so plenum rated is not required.

**Item No. 3. 08**

Q: Please clarify the spacing on the 2x3 nailers per 2/ A-9.2? And Please confirm that the underlayment referred to in 2/A-9.2 is 3/8" high density particle board?

A: In 2/A-9.2 the flat nailers are 16" o.c. and the underlayment is 3/8" high density particle board.

**Item No. 3. 09**

Q: The assisted listening system specifications call for one portable display FM receiver per 4% of occupancy. Do you have any information related to an exact quantity needed or an occupancy for the central and science buildings?

A: See occupant loads on G-0.5 and G-0.6. Historic Classroom C208 has 85 occupants and Conference Room C134 has 51 occupants. Provide 6 total receivers.

**Item No. 3. 10**

Q: Reviewing the Addendums for this project I noticed that on Addendum 1, pg 22 of 'Addendum-1-dwgs.pdf' the architect has added "S.S." to the hat channel. I am assuming that is to signify stainless steel hat channel. The specs that are included in that addendum are still showing galvanized steel hat channel. Stainless steel hats will be custom and very expensive and in our opinion not necessary. They will also make installation very difficult.

A: Owner has requested that all rooftop metal be stainless steel, including the roof screen framing.

**Item No. 3. 11**

Q: Please confirm the project schedule

A: The overall schedule is 24 months, with an estimated start date in mid-April.

END OF ADDENDUM

**EXHIBIT K  
REVISIONS TO CONTRACT DOCUMENTS**

**ADDENDUM 4 CONSISTS OF:**

Deleted Text is shown in ~~strikeout type~~.

Added Text is shown in Underlined ***bold italicized type***.

Full Size Drawings:

E-1.1  
E-C4.1  
E-C4.3  
E-5.1  
E-6.2

**A. CHANGES TO PREVIOUS ADDENDA**

None

**B. CHANGES TO THE BIDDING AND CONTRACT REQUIREMENTS**

None

**C. CHANGES/ADDITONS TO THE SPECIFICATIONS**

None

**D. CHANGES/ADDISTIONS TO THE DRAWING**

**Item No. 4. 01**

Replace five (5) original E sheets with the five revised sheets listed in Table of Contents above.

**C. BIDDER QUESTIONS**

None

END OF ADDENDUM



# CHANGE ORDER

1493.00-INC. 2 - 0 - 1.8

**CO  
002****PROJECT: Otis ES New CRs-Inc. 2**3010 Fillmore Street  
Alameda, CA 94501**Change Order No. TWO (002)**

Project No.	1493.00-INC. 2
Initiation Date:	3/8/2017
Contract For:	Inc. 2-Modular Classroc
Contract Date:	
DSA File No.	1-1
DSA App. No.	01-115370
OPSC App. No.	

**CONTRACTOR: Meehleis Modular Buildings, Inc.**1303 East Lodi Avenue  
Lodi, CA 95240

You are directed to make the following changes in this contract: (Refer to Summary on following page)

Reserved for Architect's Stamp



Date: 03/10/2017

The original Contract Sum was	\$ 2,940,454
Net change by previous Change Order	\$ 41,893
The Contract Sum prior to this Change Order was	\$ 2,982,347
The Contract Sum will be INCREASED by this Change Order in the amount of	\$ 13,629
The new Contract Sum including this Change Order will be	\$ 2,995,976
The Contract Time will be UNCHANGED by this Change Order in the amount of	0 Days
The Date of Completion as of the date of this Change Order:	06/30/2017

**Not valid until signed by both the Owner and the Architect.**

Signature of the contractor indicates his approval herewith, including any adjustment in the Contract Sum or Contract Time.

The compensation (time and cost) set forth in this Change Order comprises the total compensation due the Contractor, all Subcontractors and all Supplies, at all times, for the work or change defined in the Change Order, including all impact on unchanged work. By signing this Change Order the Contractor acknowledges and agrees, on behalf of themselves, all Subcontractors and all Suppliers, at all tiers, that the stipulated compensation includes payment for all work contained in the Change Order, plus all payment for the interruption of schedules, extended and unabsorbed overhead costs, delay, disruption, and all impact, ripple impact or cumulative impact on all work under this Contract. The signing of the Change Order indicates that the Change Order constitutes the total equitable adjustment owed the Contractor, all Subcontractor and all Suppliers, at all tiers, as a result of the change. The Contractor, on behalf of themselves, all Subcontractors and all Suppliers, at all tiers, agrees to waive all rights, without exception or reservation of any kind whatsoever to file any further claim related to this Change Order. No further claim or request for equitable adjustment of any kind whatsoever shall arise out of or as a result of this change or the impact of this change on the remainder of the work under this Contract.

**By execution of this Change Order the Contractor specifically waives, relinquishes, and releases any and all rights under Section 1542 of the California Civil Code which reads as follows:**

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY EFFECTED HIS SETTLEMENT WITH THE DEBTOR."

**ARCHITECT**  
Quattrocchi Kwok Architects  
636 Fifth Street  
Santa Rosa, CA 95404**CONTRACTOR**  
Meehleis Modular Buildings, Inc.  
1303 East Lodi Avenue  
Lodi, CA 95240**OWNER**  
Alameda Unified School District  
2060 Challenger Drive  
Alameda, CA 94501

By:

By:

By:

Date:

Date:

Date:

3/13/17

3.14.17



PROJECT: Otis ES New CRs-Inc. 2

Change Order No. TWO (002)  
Project No. 1493.00-INC. 2  
Contract For: Inc. 2-Modular Classroom  
DSA App. No. 01-115370

**SUMMARY:**

				Calendar Days Added to Contract			
No.	Reference:	Description:	C.O.R. #	Amount	DoC	M1	M2 M3
TOTALS:				\$ 13,629	0	0	0 0
1	ASI 003r1	Additional data chases and outlets per ASI 003r1.	006	\$ 8,109	0	0	0 0
2		Provide Hubbell AV boxes and parts as directed.	008	\$ 3,285	0	0	0 0
3		Remove and dispose of existing concrete footing at new grade beam location.	009	\$ 669	0	0	0 0
4		Provide 20 gauge stainless steel flashing at base of building	010	\$ 1,566	0		

END OF SUMMARY

## Professional Services Agreement

This Agreement is entered into between the Alameda Unified School District (AUSD) and \_\_\_\_\_ (CONTRACTOR). AUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, account, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR is specially trained, experienced, and competent to provide such services. The parties agree as follows:

**1. Services.** The CONTRACTOR shall provide the following services:

**2. Terms.** CONTRACTOR shall commence work on \_\_\_\_\_, or the day immediately following approval by an executive cabinet member, if the total amount the CONTRACTOR has contracted with the District is below \$88,300 in the current fiscal year, or the Board of Education if total Agreement equals or exceeds \$88,300, whichever is later. All contracts over \$25,000 must be presented to the Board of Education for approval within sixty (60) days of work commencing. The work shall be completed no later than \_\_\_\_\_.

**3. Compensation. Check one of the following boxes:**

This sum shall be for full performance of this Agreement and includes fees, costs, and expenses incurred by CONTRACTOR including, but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

**3.1** ☐ CONTRACTOR is providing services for a flat fee which shall not exceed \$\_\_\_\_\_.

**3.2** ☐ CONTRACTOR will be compensated at an hourly rate. Contractor will provide a maximum of hours of service at a rate of \$\_\_\_\_\_ per hour for a total not to exceed \$\_\_\_\_\_.

**3.3** ☐ Other: \_\_\_\_\_

AUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred or equipment, materials or supplies used by CONTRACTOR in performing services for AUSD, except as follows: \_\_\_\_\_

Payment for the work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to AUSD for work actually completed and after AUSD's written approval of the work, or the portion of the work for which payment is to be made.

The granting of any payment by AUSD or the recipient thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by District and in that case must be replaced by CONTRACTOR without delay.

**4. Strategic Alignment. Check one of the following boxes:**

- 4.1 ☐ **School-based Agreements:** How does this service support your academic goals and increase student achievement as described in the Board-approved School Site Plan? \_\_\_\_\_
- 4.2 ☐ **Central Office Agreements:** How does this service support the overall strategic goals of the department and increase student achievement? \_\_\_\_\_

**5. Conduct of Contractor.** CONTRACTOR will adhere to the following staff requirements and provide AUSD with evidence of staff qualifications, prior to commencing the work under this Agreement and consistent with invoicing requirements outlined in Section 9, which include:

**5.1 Tuberculosis Screening. Check one of the following boxes:**

- 5.1.1 ☐ TB Clearance will be completed through the AUSD Human Resources Department prior to starting work.
- 5.1.2 ☐ **Waiver of TB Screening.** CONTRACTOR is not required to provide evidence of TB Clearance because CONTRACTOR will not work directly with students on more than an occasional basis.  
\_\_\_\_\_(CONTRACTOR initials)  
\_\_\_\_\_(District Representative initials)

**5.2 Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by AUSD or acting as independent contractors of CONTRACTOR, who may have contact with AUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code Section 45122.1. CONTRACTOR further certifies that it has received and reviewed fingerprint results for each of its Employees and CONTRACTOR has requested and reviewed subsequent arrest records for all Employees who may come into contact with AUSD pupils in providing services to the District under this Agreement."

- 5.2.1 ☐ Fingerprint Clearance will be completed through the AUSD Human Resources Department prior to starting work.

- 5.2.2 ☐ **Waiver of Fingerprint Requirement.** CONTRACTOR is not required to comply with section 7.2 because CONTRACTOR's services are of limited duration and District employees will directly supervise CONTRACTOR at all times that CONTRACTOR is in the presence of students.

\_\_\_\_\_(CONTRACTOR initials)

\_\_\_\_\_(District Representative initials)

- 5.3 **Removal of CONTRACTOR's Employee(s).** In the event that AUSD, in its sole discretion, at any time during the term of this Agreement, desires the removal of any CONTRACTOR related persons, employee, representative, or agent from an AUSD school site and/or property, CONTRACTOR shall immediately upon receiving notice from AUSD of such desire, cause the removal of such person or persons.

6. **Insurance.** CONTRACTOR will provide AUSD with evidence of the following insurance coverage prior to commencing the work under this Agreement:

- 6.1 **Workers' Compensation Insurance. Check one of the following boxes.** If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Check only one of the boxes below:

- ☐ The CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this Agreement.
- ☐ The CONTRACTOR does not employ anyone in the manner subject to the Workers' Compensation laws of California.

- 6.2 **General Liability Insurance.** CONTRACTOR shall maintain general liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to AUSD and shall name AUSD as an additional insured. Evidence of insurance is attached. Inclusion of AUSD as an additional insured shall not affect AUSD's right to a claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and AUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the insurer would have been liable if only one interest were named as an insured.

- 6.3 **Professional Liability Insurance.** If CONTRACTOR is offering AUSD professional advice under this Agreement, CONTRACTOR shall maintain errors and omissions insurance or professional liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

- 6.3.1 ☐ **Waiver of Insurance.** CONTRACTOR is not required to maintain any insurance under this Agreement. Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

\_\_\_\_\_(CONTRACTOR initials)

\_\_\_\_\_(District Representative initials)

7. **Notices.** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

**AUSD Representative:**

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

E-mail: \_\_\_\_\_

Site/Dept: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

**CONTRACTOR:**

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

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change in address. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.

8. **Invoicing.** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to AUSD. All amounts paid by AUSD shall be subject to audit by AUSD.

8.1 Invoice shall include but not be limited to: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, and total payment requested.

8.2 In addition, unless specifically waived by AUSD as set forth above, invoices from Agencies or Organizations must include evidence of compliance with section 7 herein.

9. **Licenses and Permits.** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

**10. Contractor Qualifications / Performance of Services.**

10.1 Contractor Qualifications. CONTRACTOR is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and regulations, as they may apply.

10.2 Standard of Care. CONTRACTOR represents that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of AUSD. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

11. **Status of Contractor.** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of AUSD, and are not entitled to benefits of any kind or nature normally provided employees of AUSD and/or to which AUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent

contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work. AUSD's interest is only in the results obtained.

- 12. Assignment.** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of AUSD.
- 13. Anti-Discrimination.** It is the policy of AUSD that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and AUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractors. Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, or sexual orientation.
- 14. Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on AUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to smoke or use drugs or alcohol on these sites.
- 15. Indemnification.** CONTRACTOR agrees to hold harmless, indemnify, and defend AUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement to the extent such claims or losses are caused by the negligent errors, acts, or omissions of the CONTRACTOR. CONTRACTOR also agrees to hold harmless, indemnify, and defend AUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of the Agreement. This provision survives termination of this Agreement.
- 16. Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of AUSD and cannot be used without AUSD's express written permissions. AUSD shall have all rights, title, and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of AUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes, or any other original works of authorships, or other documents prepared by CONTRACTOR or its subcontractors in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of AUSD.
- 17. Waiver.** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.

- 18. Termination.** AUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. AUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, AUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, AUSD may secure the required services from another contractor. If the cost to AUSD exceeds the cost of providing the services pursuant to the Agreement, CONTRACTOR shall pay the additional cost.
- 19. No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 20. AUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** AUSD may evaluate the CONTRACTOR's work in any way that AUSD is entitled to do so pursuant to applicable law. The AUSD's evaluation may include, without limitation:
- 20.1** Requesting that AUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
  - 20.2** Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
- 21. Limitation of AUSD Liability.** Other than as provided in this Agreement, AUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall AUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
- 22. Confidentiality.** The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agree to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. CONTRACTOR will be permitted access to student data only where permissible under state and federal law and only after executing AUSD's Confidentiality Agreement Regarding Student Data.
- 23. Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable AUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of AUSD to perform any service by this Agreement. CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to AUSD's attention in writing. Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of Section 1090 *et seq.* and Section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify AUSD of this information.

- 24. Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 25. Litigation.** This Agreement shall be performed in Alameda, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 26. Agreement Contingent on Governing Board Approval.** The District shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval.
- 27. Signature Authority.** Each party has the full power and authority to enter into and perform the Agreement and the person signing this Agreement on behalf of each party has been given the proper authority and empowered to enter into this Agreement.
- 28. Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 29. Incorporation of Recitals and Exhibits.** The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.
- 30. Other.** Additional terms set forth in this paragraph 30 must be approved by AUSD General Counsel:  
\_\_\_\_\_ (General Counsel initials)



I. SITE

**CONTRACTOR**

Print Name & Title: \_\_\_\_\_

CONTRACTOR Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**SOURCE OF FUNDS**

Unrestricted Funds (general fund) \_\_\_\_\_ Donated Funds \_\_\_\_\_

Restricted Funds (categorical) \_\_\_\_\_ with Appropriate Director Approval: \_\_\_\_\_  
(Director Signature)

**Budget Code:** \_\_\_\_\_

\_\_\_\_\_  
Requesting Administrator

\_\_\_\_\_  
Date

**FORWARD TO:** Business Services Administrative Assistant for Processing

II. HR

Human Resource Approval ☐ Yes ☐ No

\_\_\_\_\_  
Signature of Human Resource Administrator

\_\_\_\_\_  
Date

**FORWARD TO:** Business Services Administrative Assistant for Processing

III. CABINET

- ☐ Superintendent, Sean McPhetridge
- ☐ Chief Human Resources Officer, Tim Erwin
- ☐ Chief Academic Officer, Steven Fong
- ☐ Chief Student Support Officer, Kirsten Zazo

- ☐ General Counsel, Chad Pimentel
- ☐ Chief Business Officer, Shariq Khan

\_\_\_\_\_  
Signature of Cabinet Member

\_\_\_\_\_  
Date

**BOE Approval Required For Contracts Equal To Or Greater Than \$88, 300:**

\_\_\_\_\_  
Signature of President, Board of Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Secretary, Board of Education

\_\_\_\_\_  
Date

IV. BOARD

## Instructions to Independent Contractors

*Contractors who are not corporations should complete this form and submit with other contract documents.*  
*Check all items that are true and correct. Contractor must inform Fiscal Services if business is converted into a corporation.*

### **INDEPENDENT CONTRACTOR STATUS CHECKLIST** **(Employee v. Independent Contractor)**

Independent	Retired school employee?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Contractor's Name: _____	Current school employee?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

#### **COMMON LAW FACTORS:**

- ☐ **NO INSTRUCTIONS:** The worker will not be required to follow explicit instructions to accomplish the job. AUSD may provide job specifications, however.
- ☐ **NO TRAINING:** The worker will not receive training provided by AUSD. The worker will use independent methods to accomplish the work.
- ☐ **RIGHT TO HIRE OTHERS:** The worker is being hired to provide a result and will have the right to hire others to do the actual work/job.
- ☐ **WORK NOT ESSENTIAL TO AUSD:** AUSD's success or continuation does not depend on the services of the worker.
- ☐ **OWN WORK HOURS:** The worker will establish the work hours for the job.
- ☐ **NOT A CONTINUING RELATIONSHIP:** The worker will not have a continuing relationship with AUSD. If the relationship is frequent, it will be at irregular intervals, or call (no full-time), or whenever work is available.
- ☐ **CONTROL OF ASSISTANTS:** If assistants are hired, it will be at the worker's sole discretion. The worker will be responsible for hiring, supervising, and paying those assistants.
- ☐ **TIME TO PURSUE OTHER WORK:** The worker will have time to pursue other gainful work.
- ☐ **JOB LOCATION:** The worker will control the job location if work is performed on AUSD's premises; AUSD will not direct or supervise the work.
- ☐ **ORDER OF WORK:** The worker will determine the order and sequence in which the job will be performed.
- ☐ **BASIS OF PAYMENT:** The worker will be paid by the job or project, not by actual time expended. Periodic payments may be made, though, based on a percentage of the completed job. Also, overall compensation may be based on the projected number of days/hours needed to do the job times a fixed daily/hourly rate. However, this compensation will be set in advance of the job.
- ☐ **WORK FOR MULTIPLE FIRMS:** The worker may work for more than one firm or agency at a time.
- ☐ **BUSINESS EXPENSES:** The worker will be responsible for incidental or special business expenses.
- ☐ **OWN TOOLS/EQUIPMENT:** The worker will furnish the tools/equipment needed for the job. If AUSD leases equipment to the worker, the terms will be equivalent to what an independent business person could have obtained in the open market.

- ☐ **SIGNIFICANT INVESTMENT:** The worker can perform services without hiring AUDS's facilities (equipment, office furniture, machinery, etc.). The worker's investment in his/her trade is real, essential, and adequate.
- ☐ **SERVICES AVAILABLE TO GENERAL PUBLIC:** The worker makes his/her services available to the general public by (check one or more):
  - ☐ Having an office and assistants
  - ☐ Advertising his/her services (e.g., business cards, letterhead, telephone book, other)
  - ☐ Having business signs
  - ☐ Having a business license
  - ☐ Listing services in a business directory
  - ☐ Other
  - ☐ (Attached copies of business license, business cards, letterhead, advertisements)
- ☐ **POSSIBLE PROFIT OR LOSS:** The worker can make a profit or a loss (check one or more):
  - ☐ The worker hires, directs, and pays assistants
  - ☐ The worker has his/her own office, equipment, materials, or facilities
  - ☐ The worker has continuing and recurring liabilities
  - ☐ The worker has agreed to perform specific jobs for prices agreed upon in advance
  - ☐ The worker's services affect his/her own business reputation
- ☐ **LIMITED RIGHT TO DISCHARGE:** The worker cannot be fired so long as a result is produced which meets the contract specifications.
- ☐ **NO COMPENSATION FOR NON-COMPLETION:** The worker is responsible for the satisfactory completion of the job and is not entitled to compensation in case of non-completion.
- ☐ **NO INTERIM REPORTS:** The worker is hired for the final result, and therefore, the worker will be asked for progress or interim reports. (Note: Reports which are defined in the Independent Contractor Agreement as an expected final result of the agreement or which are required by state or federal law are part of the services contracted for and are not considered "interim" or "progress" reports.)

I, \_\_\_\_\_ (contractor's printed name), certify that all the statements as checked above are true and correct according to the best of my knowledge.

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



**CORPORATE OFFICE**  
3050 Industrial Boulevard  
West Sacramento, CA 95691  
916.372.1434 phone  
916.372.2565 fax

**STOCKTON OFFICE**  
3422 West Hammer Lane, Suite D  
Stockton, CA 95219  
209.234.7722 phone  
209.234.7727 fax

March 17, 2017

**DSA File No. 1-H1**  
**DSA App. No. 01-116058**  
**LEA No. 116**  
**DIR No. 1000006168, Exp. 6/30/17**

Mr. Jamie Ferranti  
Alameda Unified School District  
2060 Challenger Drive  
Alameda, California 94501  
Via email to: [jferranti@alameda.k12.ca.us](mailto:jferranti@alameda.k12.ca.us)

*Special Inspection and Testing Cost Proposal - Revised*  
**HISTORIC ALAMEDA HIGH SCHOOL MODERNIZATION**  
**SCIENCE BUILDING AND EAST & WEST WINGS OF MAIN SCHOOL BUILDING**  
2200 Central Avenue  
Alameda, California

Wallace-Kuhl and Associates (WKA) is pleased to submit this revised proposal to provide special inspection and testing services for the proposed modernization of the Science building and East & West wings of Main School Building at Alameda High School. To assist us in the preparation of this revised proposal, we have reviewed the structural steel fabrication schedule.

Please be aware that the construction for modernization of existing structures involves unknowns in the strength and condition of existing materials. Should our scope of work change or conditions differ substantially from what we anticipate as the result of changed conditions revealed during construction, our costs may differ from our estimate. In any event, we would not substantially change our scope of work or exceed our budget estimate without your prior authorization. Our representatives would work with the Project Inspector to perform our work in a timely and efficient manner.

Our budget estimate is based on review of the construction documents, the preliminary construction schedule, and our discussions with project personnel. We understand our scope of work would include inspection and testing of concrete and rebar; shotcrete, post installed anchors, hollow clay tile and structural steel as required by the project documents, as well as preparation of the DSA required documentation.

Based on our experience, we estimate that our fee for the special inspection and testing services required for this project would be approximately \$239,355. Billing would be determined based on the attached 2017P Schedules of Fees. Please be aware that we bill for our hourly services on a portal-to-portal basis from our Stockton or West Sacramento office.

*Special Inspection and Testing Cost Proposal - Revised*  
HISTORIC ALAMEDA HIGH SCHOOL MODERNIZATION  
SCIENCE BUILDING AND EAST & WEST WINGS OF MAIN SCHOOL BUILDING  
March 17, 2017

Also, the construction schedule and the contractor's efficiency affect the number of site visits - and the cost - required for our services. Our representatives would work with the Project Inspector to perform our work in a timely and efficient manner.

In order to provide the most efficient and responsive service, scheduling for inspections must be made at least 24 hours in advance of the work. In addition, it is considered essential that the contractor be notified well in advance of your intention to have special inspection and testing performed, so that they are prepared for the required inspections. Please notify us immediately if the inspection is canceled so that a trip charge is not incurred.

To assure that all parties fully understand the limitations of our role in your project, we emphasize that our representatives will not act as supervisors of construction, nor will they direct construction operations. The various sub-contractors should be informed that neither the presence of our representative nor the testing by our firm shall excuse them from defects discovered in their work. Job and site safety of the contractor's personnel will be the sole responsibility of the contractor.

If this proposal is acceptable, please issue an Alameda Unified School District agreement form with the terms we had previously negotiated for other projects with the District. We will return executed copies for signature by the District.

Wallace - Kuhl & Associates



Karlton Windhorst  
Regional Manager

Attachments: Budget Estimate  
2017P Fee Schedule





Budget Estimate  
**HISTORIC ALAMEDA HIGH SCHOOL MODERNIZATION - REVISED**  
 Alameda, California  
 Page 1

	Unit	Cost (\$) Per Unit	Estimated Quantity	Total
<b>CONCRETE TESTING AND INSPECTION</b>				
Concrete Mix Design Review by Senior Engineer	each	\$ 170.00	3	\$ 510.00
Reinforcing Steel Sampling and Tagging	hour	\$ 95.00	60	\$ 5,700.00
Batch Plant Inspection	hour	\$ 95.00	60	\$ 5,700.00
Concrete Placement T&I				
Continuous and Spread Footings	hour	\$ 95.00	100	\$ 9,500.00
Slab-on-Grade	hour	\$ 95.00	40	\$ 3,800.00
Columns & Beams	hour	\$ 95.00	40	\$ 3,800.00
Walls	hour	\$ 95.00	60	\$ 5,700.00
Stairs	hour	\$ 95.00	40	\$ 3,800.00
Miscellaneous	hour	\$ 95.00	60	\$ 5,700.00
Retrieve Test Samples	hour	\$ 95.00	100	\$ 9,500.00
Laboratory Testing				
Concrete Test Cylinders - 56 sets of 4	each	\$ 25.00	224	\$ 5,600.00
Reinforcing Steel Tensile Testing	each	\$ 70.00	40	\$ 2,800.00
Reinforcing Steel Bend Testing	each	\$ 35.00	40	\$ 1,400.00
<b>CONCRETE TOTAL</b>				<b>\$ 63,510.00</b>
<b>SHOTCRETE TESTING AND INSPECTION</b>				
Reinforcing Steel Sampling and Tagging	hour	\$ 95.00	15	\$ 1,425.00
Batch Plant Inspection	hour	\$ 95.00	15	\$ 1,425.00
Shotcrete Placement T&I				
Shotcrete Placement	hour	\$ 95.00	40	\$ 3,800.00
Test Panel Observation	hour	\$ 95.00	8	\$ 760.00
Coring	hour	\$ 95.00	10	\$ 950.00
Gradation	hour	\$ 95.00	2	\$ 190.00
Laboratory Testing				
Shotcrete Test Cores - 2 sets of 4	each	\$ 70.00	16	\$ 1,120.00
Reinforcing Steel Tensile Testing	each	\$ 70.00	10	\$ 700.00
Reinforcing Steel Bend Testing	each	\$ 35.00	10	\$ 350.00
<b>SHOTCRETE TOTAL</b>				<b>\$ 10,720.00</b>
<b>POST-INSTALLED CONCRETE ANCHORS TESTING AND INSPECTION</b>				
Concrete Anchor Proof Load Testing	hour	\$ 125.00	250	\$ 31,250.00
<b>ANCHOR TOTAL</b>				<b>\$ 31,250.00</b>
<b>HOLLOW CLAY TILE TESTING AND INSPECTION</b>				
Hollow Clay Tile Inspection - Periodic per DSA-103	hour	\$ 125.00	100	\$ 12,500.00
<b>HOLLOW CLAY TILE TOTAL</b>				<b>\$ 12,500.00</b>
<b>STRUCTURAL STEEL TESTING AND INSPECTION</b>				
Shop Welding Inspection - assuming local fabricator	hour	\$ 100.00	480	\$ 48,000.00
Field Welding Inspection	hour	\$ 100.00	200	\$ 20,000.00
High Strength Bolting T&I	hour	\$ 100.00	220	\$ 22,000.00
Laboratory Testing				
High Strength Bolt Testing	set	\$ 285.00	15	\$ 4,275.00
<b>STRUCTURAL STEEL TOTAL</b>				<b>\$ 94,275.00</b>



*Budget Estimate*  
**HISTORIC ALAMEDA HIGH SCHOOL MODERNIZATION - REVISED**  
Alameda, California  
Page 2

	Unit	Cost (\$) Per Unit	Estimated Quantity	Total
<b>PROJECT ADMINISTRATION, REVIEW &amp; REPORTS</b>				
Project Administration	hour	\$ 100.00	40	\$ 4,000.00
Senior Engineer - Report Review / Closeout Documentation	hour	\$ 170.00	30	\$ 5,100.00
Mileage	Mile	\$ 0.75	24000	\$ 18,000.00
<b>PROJECT ADMINISTRATION TOTAL</b>				<b>\$ 27,100.00</b>
<b>PROJECT TOTAL</b>				<b>\$ 239,355.00</b>



**PROFESSIONAL SERVICES**

**PROFESSIONAL SERVICES**

Principal Engineer / Geologist	\$170.00	per hour
Senior Engineer / Geologist	\$170.00	per hour
Senior Environmental Scientist	\$170.00	per hour
Project Engineer / Geologist	\$140.00	per hour
Project Environmental Scientist	\$140.00	per hour
Senior Staff Engineer / Geologist	\$130.00	per hour
Senior Staff Environmental Scientist	\$130.00	per hour
Staff Engineer / Geologist	\$125.00	per hour
Staff Environmental Scientist	\$125.00	per hour
Senior Environmental Technician	\$100.00	per hour
Senior / Supervising Technician	\$100.00	per hour
Draftsperson / GIS Technician	\$95.00	per hour
Administrative Assistant	\$75.00	per hour

**FIELD INVESTIGATION TESTING**

Seismic Refraction Survey	\$170.00	per hour
Thermal Resistivity Testing	\$170.00	per hour
Electrical Resistivity Survey	\$170.00	per hour
Hand Augering/Sampling - Engineer	\$150.00	per hour
Photoionization Detector	\$170.00	per hour

**LITIGATION**

Data Review/Consultation	\$240.00	per hour
Depositions/Expert Witness Testimony	\$350.00	per hour

**EXPENSES**

Vehicle Charges ( <i>Subject to periodic adjustment due to fuel cost</i> )	\$0.75	per mile
Subsistence	\$55.00	per day
Lodging	Cost	
Services by Associate Firms and other outside services	Cost	plus 20%
Equipment rental, freight, special materials	Cost	plus 20%
Extra Report Copies		
Black and white versions	\$25.00	each
Color photography versions	\$35.00	each

**PREMIUM CHARGES**

Overtime and Saturdays	hourly rate plus	40	percent
Sunday and Holidays	hourly rate plus	75	percent

**SHIFT DIFFERENTIAL**

A 25 percent shift differential surcharge will be added to the hourly rate of personnel involved in scheduled testing work between the hours of 6 P.M. and 5 A.M., as well as a four hour minimum.





**FIELD SERVICES**

**CONCRETE & REINFORCING STEEL**

Ball Penetration (Kelly Ball)	\$125.00 /hr.
Batch Plant Inspection	\$95.00 /hr.
CaCl Moisture Emission Test Kit	\$32.00 /kit
CaCl Moisture Emission Testing	\$90.00 /hr.
CLSM/CDF/Slurry Testing	\$90.00 /hr.
Concrete Mix Design Review	\$170.00 /hr.
Concrete Placement Obs/Cast Cylinder	\$95.00 /hr.
Concrete Rebound Number Testing	\$125.00 /hr.
Concrete Trial Batch	\$95.00 /hr.
Floor Flatness Testing	\$125.00 /hr.
High Strength Grout Sampling / Testing	\$95.00 /hr.
Rebar / Post Tension Special Inspection	\$100.00 /hr.
Rebar Location / GPR	\$285.00 /hr.
Rebar Location / Pachometer	\$125.00 /hr.
Rebar Placement Inspection	\$100.00 /hr.
Reinforcing Steel Sampling/Tagging	\$95.00 /hr.
Relative Humidity Testing	\$125.00 /hr.
Shotcrete Special Inspection	\$95.00 /hr.
Transport Cylinders / Samples to Lab	\$95.00 /hr.

**CORING**

Coring (Technician + equipment)	\$125.00 /hr.
Coring (Technician assistant)	\$95.00 /hr.

**POST-INSTALLED ANCHORS**

Concrete Anchor Installation Inspection	\$95.00 /hr.
Concrete Anchor Proof Load Testing	\$125.00 /hr.
Concrete Anchor Torque Testing	\$100.00 /hr.
Suspended Ceiling Inspection / Testing	\$125.00 /hr.

**STRUCTURAL STEEL**

Fireproofing Special Inspection / Testing	\$95.00 /hr.
High Strength Bolt Special Inspection	\$100.00 /hr.
Non-Destructive Testing - UT/MT/PT	\$110.00 /hr.
Tower Certified Special Inspector	\$125.00 /hr.
Welding Special Inspection - Field	\$100.00 /hr.
Welding Special Inspection - Shop	\$100.00 /hr.

**MASONRY**

In-Place Masonry Flatjack Testing	\$150.00 /hr.
In-Place Masonry Shear Testing	\$125.00 /hr.
Masonry Materials Sampling / Testing	\$95.00 /hr.
Masonry Special Inspection	\$95.00 /hr.
Masonry Special Inspection DSA	\$105.00 /hr.

**SOILS & ASPHALT CONCRETE**

Asphalt Concrete Inspection / Testing	\$100.00 /hr.
Asphalt Concrete Materials Sampling	\$100.00 /hr.
Building Pad Special Inspection / Testing	\$100.00 /hr.
Deep Foundation Inspection	\$100.00 /hr.
Flatwork AB Inspection / Testing	\$100.00 /hr.
Flatwork Subgrade Inspection / Testing	\$100.00 /hr.
Grading Inspection / Testing	\$100.00 /hr.
Hand Augering and Sampling	\$130.00 /hr.
Pavement AB Inspection / Testing	\$100.00 /hr.
Pavement Subgrade Inspection / Testing	\$100.00 /hr.
Proof Rolling Observation	\$100.00 /hr.
Shallow Foundation Inspection	\$100.00 /hr.
Slab Subgrade Soil Moisture Tests	\$100.00 /hr.
Soil / Aggregate Sampling	\$100.00 /hr.
Soil Treatment Testing / Observation	\$100.00 /hr.
Structure Backfill Inspection / Testing	\$100.00 /hr.
Subgrade Stabilization Observation	\$100.00 /hr.
Utility Trench Backfill Testing	\$100.00 /hr.
WKA Drill Rig (including operator)	\$270.00 /hr.
WKA Drill Rig (helper)	\$100.00 /hr.

**SPECIALIZED SERVICES**

Coefficient of Friction Testing	\$130.00 /hr.
Crack Monitoring	**
Existing Building Evaluation / Demo	\$95.00 /hr.
Existing Building Evaluation / Document	\$95.00 /hr.
Existing Building Evaluation / Repair	\$95.00 /hr.
Field Investigate Support	\$95.00 /hr.
FRP Installation Inspection	\$95.00 /hr.
GFRC Inspection / Testing	\$95.00 /hr.
Soil Elect. Resistivity Testing - Technician	\$130.00 /hr.
Prestress Framing Installation	\$95.00 /hr.
Proto Wall Inspection / Testing	\$95.00 /hr.
Roofing Inspection	\$95.00 /hr.
Shear Nailing Inspection	\$95.00 /hr.
Thickness Testing - Coating / Steel	\$95.00 /hr.
Timber Framing / Hardware Inspection	\$95.00 /hr.
Vapor Barrier Inspection	\$95.00 /hr.
Vibration Monitoring	**

**GENERAL**

Inspection / Testing Cancelled	*
Reinspection / Retesting	*
Stand-by Time	*

\* Based on hourly rate of Inspection or Testing scheduled

\*\* Based on Staff Classification

**MINIMUM CHARGES**

A two hour minimum charge will apply to field technician services with the following exceptions:

- Single trip pickup and delivery services, where a one hour minimum will apply.
- Saturday, Sunday and holidays, where a four hour minimum charge will apply.



**LABORATORY SERVICES**

**SOIL**

Atterberg Limits (LL/PI)	ASTM D4318	\$150.00	each
CLSM/CDF/Soil Cement Compression Test	ASTM D4832	\$50.00	each
Compaction Characteristics	ASTM D698	\$240.00	each
Compaction Characteristics	ASTM D1557	\$240.00	each
Compaction Characteristics	CTM 216	\$240.00	each
Expansion Index	ASTM D4829	\$175.00	each
Hydraulic Conductivity, Flexible Wall Permeability	ASTM D5084	\$400.00	each
Lime-Treated Unconfined Compression	CTM 373	\$785.00	each
Moisture Content	ASTM D2216	\$20.00	each
Organic Content	ASTM D2974	\$90.00	each
Resistance "R" Value - Untreated	ASTM D2844, CTM 301	\$245.00	each
Resistance "R" Value - Laboratory Lime-Treated	ASTM D2844, CTM 301	\$300.00	each
Sieve Analysis - Sieve only (Coarse or Fine)	ASTM C136/D1140	\$100.00	each
Sieve Analysis - Passing No. 200 only	ASTM D1140	\$90.00	each
Sieve Analysis - Sieve & Hydrometer	ASTM D422	\$160.00	each
Specific Gravity of Soils	ASTM D854	\$125.00	each
Triaxial Compression Test, 1 point - Undisturbed	ASTM D4767	\$250.00	each
Triaxial Compression Test, 3 Pt Staged - Undisturbed	ASTM D4767	\$295.00	each
Triaxial Compression Test, 1 point - Remolded	ASTM D4767	\$325.00	each
Triaxial Compression Test, 3 Pt Staged - Remolded	ASTM D4767	\$375.00	each
Unconfined Compression Test	ASTM D2166	\$100.00	each
Unit Weight/Moisture Content - Tube Sample	ASTM D2937/D2216	\$30.00	each
Consolidation (8 loads + 1 rebound)	ASTM D2435	\$450.00	each
Consolidation (additional loads)	ASTM D2435	\$50.00	each
Thermal Resistivity	ASTM D5334	\$50.00	each

**AGGREGATE**

Aggregate Unit Weight	ASTM C29	\$50.00	each
Clay Lumps and Friable Particles	ASTM C142	\$155.00	per size
Cleanness Value	CTM 227	\$160.00	each
Durability Index (Coarse or Fine)	CTM 229	\$155.00	each
Flat and Elongated Particles in Coarse Aggregate	ASTM D4791	\$115.00	per size
Fractured/Crushed Particles	ASTM D5821, CTM 205	\$115.00	per size
Organic Impurities in Fine Aggregates	ASTM C40	\$55.00	each
Resistance "R" Value	CTM 301	\$290.00	each
Sand Equivalent, 1 point	CTM 217	\$85.00	each
Sand Equivalent, 3 points	CTM 217	\$125.00	each
Sieve Analysis - Coarse or Fine	ASTM C136, CTM 202	\$100.00	each
Sieve Analysis - Passing No. 200 only	ASTM C117	\$90.00	each
Sodium Sulfate Soundness	ASTM C88, CTM 214	\$120.00	per size
Specific Gravity and Absorption (Coarse or Fine)	ASTM C127, C128	\$120.00	each

**ASPHALT CONCRETE**

Asphalt Content (Ignition Oven)	ASTM D6307, CTM 382	\$240.00	each
Hveem Compacted Unit Weight, 1 point	ASTM D1560/D2726		
	CTM 304/308	\$95.00	each
Laboratory Test Maximum Density (LTMD), 5 points	CTM 375	\$350.00	each
Marshall Compacted Unit Weight, 1 point	ASTM D6926/D2726	\$90.00	each
Sieve Analysis of AC Aggregate (Coarse and Fine)	ASTM D5444, CTM 202	\$165.00	each
Stabilometer Value, 1 point	CTM 366	\$125.00	each
Theoretical Maximum Density	ASTM D2041, CTM 309	\$150.00	each
Thickness of AC Cores	ASTM D3549	\$10.00	each
Unit Weight of AC Cores	ASTM D2726, D1188, CTM 308	\$50.00	each



**LABORATORY SERVICES**

**CONCRETE**

Compression Test, Concrete Cylinder	ASTM C39	\$25.00	each
Compression Test, Concrete Cylinder - Hold	ASTM C39	\$20.00	each
Compression Test, Concrete Core	ASTM C42, C39	\$70.00	each
Compression Test, Shotcrete Core	ASTM C42, C39	\$70.00	each
Compression Test, High Strength Grout	ASTM C1107/C109	\$35.00	each
Concrete Cylinder Mold		\$4.00	each
Density / Unit Weight of Concrete	ASTM C567, C642	\$50.00	each
Flexural Strength Test, Concrete Beam	ASTM C78	\$95.00	each
Laboratory Drying Shrinkage Test, per beam	ASTM C157	\$175.00	each
Splitting Tensile Test, Concrete Cylinder	ASTM C496	\$75.00	each

**MASONRY**

Brick			
Compression Test	ASTM C67	\$60.00	each
Modulus of Rupture	ASTM C67	\$70.00	each
Absorption	ASTM C67	\$85.00	each
Concrete Masonry Unit			
Compression Test	ASTM C140	\$70.00	each
Absorption & Moisture Content	ASTM C140	\$70.00	each
Linear Drying Shrinkage	ASTM C426	\$175.00	each
Compression Test, Composite Masonry Prism	ASTM C1314	\$95.00	each
Compression Test, Masonry Grout	ASTM C1019	\$35.00	each
Compression Test, Mortar	ASTM C780	\$30.00	each
Core Shear Test	CBC Section 2105A	\$80.00	each
Masonry Core Compression Test	CBC Section 2105A	\$70.00	each

**STEEL**

Anchor Bolt Tensile Test	ASTM F606	\$95.00	each
Fireproofing Density Test	ASTM E605	\$65.00	each
High Strength Bolt Assembly Laboratory Testing			
Bolt - Wedge Tension Test	ASTM F606	\$70.00	each
Bolt - Proof Load Test	ASTM F606	\$70.00	each
Bolt - Hardness Test	ASTM E18	\$25.00	each
Nut - Proof Load Test	ASTM F606	\$70.00	each
Nut - Hardness Test	ASTM E18	\$25.00	each
Washer - Hardness Test	ASTM E18	\$25.00	each
Prestressing Steel Strand Tensile Test	ASTM A416/A1061	\$125.00	each
Reinforcing Steel (Rebar) Tensile Test			
Up to No. 7	ASTM A615, A706/A370	\$70.00	each
From No. 8 through No. 14	ASTM A615, A706/A370	\$95.00	each
Reinforcing Steel (Rebar) Bend Test	ASTM A615, A706/A370	\$35.00	each
Structural Steel Tensile Test			
Up to 3/4"	ASTM A370	\$70.00	each
Sizes Larger Than 3/4"	ASTM A370	\$95.00	each
Machining of Test Specimens		cost plus %20	
Structural Steel Hardness Testing	ASTM E18	\$75.00	each
Torque Wrench Calibration (minimum of 4 wrenches)		\$75.00	each
Weld Assembly, Guided Bend/Macroetch/T-Bend Test	AWS D1.1, ASTM E190	\$75.00	per test
Welder Qualification Test Inspection		\$80.00	per hour
Welder Qualification Test Record		\$95.00	each

**TESTING SERVICES**

Laboratory Technician		\$85.00	per hour
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ALAMEDA UNIFIED SCHOOL DISTRICT  
BOARD AGENDA ITEM

---

**Item Title:** Approval of Alameda Unified School District “Sunshine” Reopener Proposals to Alameda Education Association (AEA)

**Item Type:** Action

**Background:** Alameda Education Association (AEA) is the exclusive representative for AUSD’s certificated/teaching staff. Last year, AEA and AUSD agreed to a collective bargaining agreement (CBA) running through June 2018. As part of that agreement, each year AEA and AUSD may reopen the Pay and Allowances article plus one other article for renegotiation. This item sets out AUSD’s chosen reopener articles.

The Educational Employment Relations Act (EERA; Government Code Section 3540 et seq.) provides for and establishes requirements for collective bargaining between public school employers and exclusive representatives of certificated and classified employees. The EERA obligates public school employers and exclusive representatives to “sunshine” their initial negotiating proposals to the public and to provide an opportunity for public expression on such proposals. This item is also provided in order to meet AUSD’s sunshine obligation. AEA’s chosen articles will be sunshined in a separate agenda item.

In accordance with Board Policy 4143, the Board recognizes its responsibilities to represent the public’s interests in the collective bargaining process, keep the public informed about issues being negotiated, and provide members of the public an opportunity to express their views on all initial contract proposals.

**Goals:** Meet statutory requirement.

**Fund:**

**Fund Codes:**

**Fiscal Analysis**

**Amount (Savings) (Cost):**

**Department Budget:**

**Recommendation:** Approve as submitted.

**AUSD Guiding Principle:** #5 - Accountability, transparency, and trust are necessary at all levels of the organization.| #6 - Allocation of funds must support our vision, mission, and guiding principles.| #7 - All employees must receive respectful treatment and professional support to achieve district goals.

**Submitted By:** Timothy Erwin, Chief Human Resources Officer

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**ATTACHMENTS:**

Description	Upload Date	Type
☐ AUSD Sunshine to AEA	3/21/2017	Backup Material

**Alameda Unified School District  
Sunshine Proposal for Reopener Negotiations with  
Alameda Education Association, CTA/NEA**

**March 14, 2017**

**District Sunshine Proposal**

Consistent with the relevant provisions of the Educational Employment Relations Act (Government Code section 3540 *et seq.*), including Section 3547 of the Government Code, the Alameda Unified School District ("District") sunshines the following initial proposals for its reopener negotiations with the Alameda Education Association, CTA/NEA. The District's governing board will hold a public hearing on the initial proposals at its March 14, 2017 meeting. The board will vote on whether to adopt the initial proposals at its March 28, 2017 meeting.

**1. Article 9: Class Size**

The District proposes to add language specifying a process for compensating teachers in the event of class size overages and examine class sizes at certain grade levels.

**2. Article 14: Salary**

The District proposes negotiating the wages, stipends, and extra duties outlined in Article 14 and its related appendices in order to maintain fiscal solvency while balancing the District's interest in attracting and retaining a competitive workforce. The District also proposes to clarify language regarding the work day.

ALAMEDA UNIFIED SCHOOL DISTRICT  
BOARD AGENDA ITEM

---

**Item Title:** Approval of Alameda Unified School District “Sunshine” Reopener Proposals to CSEA, Chapter 27 (CSEA 27)

**Item Type:** Action

**Background:** California School Employees Association, Chapter 27 (CSEA 27) is the exclusive representative for AUSD’s clerical and paraprofessional staff. Last year, CSEA 27 and AUSD agreed to a collective bargaining agreement (CBA) running through June 2018. As part of that agreement, each year CSEA 27 and AUSD may reopen the Pay and Allowances article plus two other articles for renegotiation. This item sets out AUSD’s chosen reopener articles.

The Educational Employment Relations Act (EERA; Government Code Section 3540 et seq.) provides for and establishes requirements for collective bargaining between public school employers and exclusive representatives of certificated and classified employees. The EERA obligates public school employers and exclusive representatives to “sunshine” their initial negotiating proposals to the public and to provide an opportunity for public expression on such proposals. This item is also provided in order to meet AUSD’s sunshine obligation. CSEA 27's chosen articles will be sunshined in a separate agenda item.

In accordance with Board Policy 4143, the Board recognizes its responsibilities to represent the public's interests in the collective bargaining process, keep the public informed about issues being negotiated, and provide members of the public an opportunity to express their views on all initial contract proposals.

**Goals:** Meet statutory requirement.

**Fund:**

**Fund Codes:**

**Fiscal Analysis**

**Amount (Savings) (Cost):**

**Department Budget:**

**Recommendation:** Approve as submitted.

**AUSD Guiding Principle:** #5 - Accountability, transparency, and trust are necessary at all levels of the organization.| #6 - Allocation of funds must support our vision, mission, and guiding principles.| #7 - All employees must receive respectful treatment and professional support to achieve district goals.

**Submitted By:** Timothy Erwin, Chief Human Resources Officer

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**ATTACHMENTS:**

Description	Upload Date	Type
☐ AUSD Sunshine to CSEA 27	3/21/2017	Backup Material



**Alameda Unified School District  
Sunshine Proposal for Reopener Agreement with  
California School Employees Association Chapter 27**

**March 14, 2017**

**District Sunshine Proposal**

Consistent with the relevant provisions of the Educational Employment Relations Act (Government Code section 3540 *et seq.*), including Section 3547 of the Government Code, the Alameda Unified School District (“District”) sunshines the following initial proposals for its reopener provisions in its collective bargaining agreement with the California School Employees Association Chapter 27 (“CSEA 27”). The District’s governing board will hold a public hearing on the initial proposals at its March 14, 2017 meeting. The board will vote on whether to adopt the initial proposals at its March 28, 2017 meeting

**1. Article 7: Transfers and Promotions**

The District proposes to revise this article to clarify the interview and selection process for lateral transfers.

**2. Article 8: Procedures for Evaluation**

The District proposes to update this article to allow employees in need of improvement to receive more detailed and useful performance feedback.

**3. Article 11: Pay and Allowances**

The District proposes negotiating the pay and allowances outlined in Article 11 and its related appendices in order to maintain fiscal solvency while balancing the District’s interest in attracting and retaining a competitive workforce.

ALAMEDA UNIFIED SCHOOL DISTRICT  
BOARD AGENDA ITEM

---

**Item Title:** Approval of Calendars for Woodstock Child Development Center (WCDC) and Alameda Science and Technology Institute (ASTI)

**Item Type:** Consent

**Background:**

**Goals:** Routine Matter

**Fund:**

**Fund Codes:**

**Fiscal Analysis**

**Amount (Savings) (Cost):** N/A

**Department Budget:** N/A

**Recommendation:** Approve as submitted.

**AUSD Guiding Principle:** #1 - All students have the ability to achieve academic and personal success.| #4 - Parental involvement and community engagement are integral to student success.| #5 - Accountability, transparency, and trust are necessary at all levels of the organization.

**Submitted By:** Timothy Erwin, Chief Human Resources Officer

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**ATTACHMENTS:**

Description	Upload Date	Type
❑ WCDC AEA Calendar for 2017-18	3/22/2017	Backup Material
❑ WCDC CSEA Calendar for 2017-18	3/22/2017	Backup Material
❑ ASTI Calendar for 2017-18	3/22/2017	Backup Material

Alameda Unified School District, Woodstock Child Development Center

500 Pacific Avenue, Alameda, Ca, 94501

TEL. (510) 748-4001

FAX (510) 762-7212

**SCHOOL YEAR 2017-2018**

*ok  
A Hyman  
3-16-17*

July 2017				
M	T	W	T	F
3	<del>4</del>	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

20

Days of operation

August 2017				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
<del>21</del> *	22	23	24	25
28	29	30	31	

23

Day of operation

September 2017				
M	T	W	T	F
				1
<del>4</del>	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

20

Days of operation

October 2017				
M	T	W	T	F
2	3	4	5	7
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

Days of operation 22

November 2017				
M	T	W	T	F
		1	3	4
6	7	8	9	<del>10</del>
13	14	15	16	17
20	21	22	<del>23</del>	<del>24</del>
27	28	29	30	

Days of operation 19

December 2017				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
<del>25</del>	<del>26</del>	<del>27</del>	<del>28</del>	<del>29</del>

Days of operation 16

January 2018				
M	T	W	T	F
<del>1</del>	2	3	4	5
8	9	10	11	12
<del>15</del>	16	17	18	19
22	23	24	25	26
29	30	31		

Days of operation 21

February 2018				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	<del>16</del>
<del>19</del>	20	21	22	23
26	27	28		

Days of operation 18

March 2018				
M	T	W	T	F
			1	3
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

Days of operation 22

April 2018				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

Days of operation 21

May 2018				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
<del>28</del>	29	30	31	

Days of operation 22

June 2018				
M	T	W	T	F
				1
4	5	*6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

Days of operation 21

☐ WCDC CLOSED

☐ NON - SCHOOL DAY/ WCDC OPEN

\* BEGINNING/ END OF SCHOOL



## Alameda Unified School District/WCDC

500 Pacific Avenue, Alameda, CA 94501 • (510) 748-4001.

Virginia Hunt – Director- [vhunt@alameda.k12.ca.us](mailto:vhunt@alameda.k12.ca.us)

### Staffing Assignments at WCDC - 2016-17

#### Room 1 – Preschool

##### Teacher:

Maria Robillard 9:00 - 4:30 *Maria Robillard*

##### Paraprofessionals:

Liliya Havryschuk

8:30 – 4:30

Mirza Nolasco

9:00 – 5:00 *Patricia Solorio*

#### Room 2 – Pre school

##### Teacher:

Elenita Aganus 8:30 – 3:30 *Elenita Aganus*

##### Paraprofessionals:

Mie Pedroni

8:00 – 4:00 *Mie P*

Lisa Wu

9:00 – 5:00 *Lisa*

#### Room 3 Preschool

##### Teacher:

Magaly Vargas 7:00 – 2:00 *Magaly Vargas*

Lisa C Wu 11:00 – 6:00 *Lisa C Wu*

##### Paraprofessionals:

Salve Oriarte

7:30 – 3:30 *Salve*

Temp Sub

8:30 – 4:30

#### Room 7 Toddlers/Early Head Start

##### Teacher:

Maria Simbulan 8:30 – 4:30 *Maria Simbulan*

##### Paraprofessionals:

Dayabati Joshi

8:15 – 4:15

9:00 – 3:30

#### Floater for Room 7 and Room 8

Janet McKallor *Janet McKallor*

Toddler Classroom 9:00 – 4:00

Preschool Classroom 4:00 – 5:00

#### Room 8 – Toddlers

##### Teacher:

Stella Fulton 8:15 – 4:15 *Stella Fulton*

##### Paraprofessional:

8:15 – 4:15

9:00 – 3:30

#### Room 12 Preschool

##### Teacher:

Lovely Cantoria 9:00 – 4:00 *Lovely Cantoria*

##### Paraprofessionals

Mun Ha Leung

9:00 – 5:00

Bolorma Bulgan *Bolorma Bulgan*

9:30 – 5:30

#### School Age Sites Staff

#### Sites 2 & 3: Henry Haight & Ruby Bridges Elementary

##### Teachers

Site 2: Raquel Balingit (HAIGHT-WCDC) 11:00 – 6:00 *Raquel Balingit*

##### Paraprofessionals

Teresita Sangab 7:00 - 8:30 & 145 – 545 *Teresita Sangab*

Site 3: Ofelia Treur (RUBY BRIDGES-WCDC) 7-8:30 12:30-6:00pm *Ofelia Treur*

Renee Woodard Renee Woodard 230 – 5:30

Custodian: Romeo Fernandez 2:00 – 10:30 pm

Food Service: Tammy Schenker 8:00-2:00

##### Office:

Sandra Ramos *Sandra Ramos* 6:30 – 3:30

Linda Torres *Linda Torres* 9:00 – 6:00

Director: Virginia Hunt 8:00 – 5:00 *Virginia Hunt* Monday through Friday

**Alameda Unified School District, Woodstock Child Development Center**  
**500 Pacific Avenue, Alameda, Ca, 94501**  
**TEL. (510) 748- 4001 FAX (510) 762-7212**  
**SCHOOL YEAR 2017-2018**

July 2017				
M	T	W	T	F
3	<del>4</del>	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

**20**

Days of operation

August 2017				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
<del>21</del> *	22	23	24	25
28	29	30	31	

**23**

Days of operation

September 2017				
M	T	W	T	F
				1
<del>4</del>	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

**20**

Days of operation

October 2017				
M	T	W	T	F
2	3	4	5	7
<b>9</b>	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

**22**

Days of operation

November 2017				
M	T	W	T	F
		1	3	4
6	7	8	9	<del>10</del>
13	14	15	16	17
<b>20</b>	<b>21</b>	<b>22</b>	<del>23</del>	<del>24</del>
27	28	29	30	

**19**

Days of operation

December 2017				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	<b>22</b>
<del>25</del>	<del>26</del>	<del>27</del>	<del>28</del>	<del>29</del>

**16**

Days of operation

January 2018				
M	T	W	T	F
<del>1</del>	2	3	4	5
8	9	10	11	12
<del>15</del>	16	17	18	19
22	23	24	25	26
29	30	31		

**21**

Days of operation

February 2018				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	<del>16</del>
<del>19</del>	20	21	22	23
26	27	28		

**18**

Days of operation

March 2018				
M	T	W	T	F
			1	3
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

**22**

Days of operation

April 2018				
M	T	W	T	F
<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

**21**

Days of operation

May 2018				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
<del>28</del>	29	30	31	

**22**

Days of operation

June 2018				
M	T	W	T	F
				1
4	5	*6	<b>7</b>	<b>8</b>
<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>
<b>18</b>	<b>19</b>	<b>20</b>	<b>21</b>	<b>22</b>
<b>25</b>	<b>26</b>	<b>27</b>	<b>28</b>	<b>29</b>

**21**

Days of operation



WCDC CLOSED



NON - SCHOOL DAY/ WCDC OPEN



BEGINNING/ END OF SCHOOL

*approved by: CSEA 3/16/17  
 Alameda 27  
 City Clerk*

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WCDC



Alameda Unified School District/WCDC

500 Pacific Avenue, Alameda, CA 94501 • (510) 748-4001

Virginia Hunt – Director- [vhunt@alameda.k12.ca.us](mailto:vhunt@alameda.k12.ca.us)

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\_\_\_\_\_ 8:15 – 4:15

\_\_\_\_\_ 9:00 – 3:30

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**Teachers**

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**Paraprofessionals**

Teresita Sangab 7:00 - 8:30 & 145 – 545

Site 3: Ofelia Treur (RUBY BRIDGES-WCDC) 7-8:30 12:30-6:00pm

Renee Woodard Renee Woodard 230 – 5:30

**Custodian:** Romeo Fernandez 2:00 – 10:30 pm

**Food Service:** Tammy Schenker 8:00-2:00

**Office:**

Sandra Ramos 6:30 – 3:30

Linda Torres 9:00 – 6:00

**Director:** Virginia Hunt 8:00 – 5:00 Monday through Friday

# ALAMEDA UNIFIED SCHOOL DISTRICT

## ASTI Version B

End of Periodic & Final # of All Students

Approved xx/xx/2017

2017-2018

MONTH							Important Dates	
	M	Tu	W	Th	F	Teaching Days Cumulative Teaching Days		
Jul-2017	3	(4)	5	6	7		<b>First Day of School</b> ASTI: 8/7/2017 Peralta: 8/21/2017	
	10	11	12	13	14		<b>Professional Development (PD) Days</b> (No Students) August 2, 2017 August 3, 2017 October 9, 2017	
	17	18	19	20	21	0		
	24	25	26	27	28	0		
Aug-2017		1	2	3	4			
	(7)	8	9	10	11			
	14	15	16	17	18			
	21	22	23	24	25			
	28	29	30	31		19		
Sep-2017					1		<b>Teacher Work Days</b> (No Students) August 4, 2017 June 1, 2018	
	(4)	5	6	7	8			
	11	12	13	14	15			
	18	19	20	21	22			
	25	26	27	28	29	20		
Oct-2017	2	3	4	5	6		<b>Last Day of School</b> Peralta: 5/25/2018 ASTI: 5/31/2018	
	(9)	10	11	12	13			
	16	17	18	19	20			
	23	24	25	26	27			
	30	31				21		
Nov-2017			1	2	3			
	6	7	8	9	(10)			
	13	14	15	16	17			
	(20)	(21)	(22)	(23)	(24)			
	27	28	29	30		16		
Dec-2017					1			
	4	5	6	7	8			
	11	12	13	14	15			
	18	19	20	21	22			
	(25)	(26)	(27)	(28)	29	15		
Jan-2018	(1)	(2)	3	4	5			
	8	9	10	11	12			
	(15)	16	17	18	19			
	22	23	24	25	26			
	29	30	31			12		
Feb-2018				1	2			
	5	6	7	8	9			
	12	13	14	15	(16)			
	(19)	20	21	22	23			
	26	27	28			18		
Mar-2018				1	2			
	5	6	7	8	9			
	(12)	13	14	15	16			
	19	20	21	22	23			
	26	27	28	29	30	21		
Apr-2018								
	(2)	3	4	5	(6)			
	9	10	11	12	13			
	16	17	18	19	20			
	23	24	25	26	27			
	30					16		
May-2018		1	2	3	4			
	7	8	9	10	11			
	14	15	16	17	18			
	21	22	23	24	25			
	(28)	29	30	(31)		22		
Jun-2018					1			
	4	5	6	7	8			
	11	12	13	14	15			
	18	19	20	21	22			
	25	26	27	28	29			

ok  
A Hyman  
3-16-17

- = District Holiday
- = School Breaks
- = First and Last Student Day
- = Teacher Work and PD Day



ALAMEDA UNIFIED SCHOOL DISTRICT  
BOARD AGENDA ITEM

---

**Item Title:** Approval of New Job Description for Student Support Services: Program Manager Student Support Services

**Item Type:** Consent

**Background:**

**Goals:** Redesign Central Office

**Fund:**

**Fund Codes:**

**Fiscal Analysis**

**Amount (Savings) (Cost):** Cost Neutral

**Department Budget:**

**Recommendation:** Approve as submitted.

**AUSD Guiding Principle:** #5 - Accountability, transparency, and trust are necessary at all levels of the organization.

**Submitted By:** Timothy Erwin, Chief Human Resources Officer

---

**ATTACHMENTS:**

	<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
□	Job Description - Program Manager Student Support Services	3/21/2017	Backup Material

Program Manager Student Support Services		Reports To:	Chief Student Support Officer	
Department:	Student Support Services	Bargaining Unit:	<input type="checkbox"/> CSEA 860 <input type="checkbox"/> CSEA 27 <input type="checkbox"/> AEA	<input checked="" type="checkbox"/> Management <input type="checkbox"/> Confidential <input type="checkbox"/> Unrepresented
Hours:	Varies	No. of Work Days:	195	
FLSA Classification:	<input checked="" type="checkbox"/> Exempt <input type="checkbox"/> Non Exempt	Type:	<input type="checkbox"/> Reclassification <input type="checkbox"/> Update of job description <input checked="" type="checkbox"/> New job description	
Salary Schedule:	<input type="checkbox"/> Contract <input type="checkbox"/> Executive Cabinet <input checked="" type="checkbox"/> Administrative/Supervisory <input type="checkbox"/> Confidential		<input type="checkbox"/> Licensed <input type="checkbox"/> Unrepresented <input type="checkbox"/> CSEA 27 – Range XX <input type="checkbox"/> CSEA 860	

### **DEFINITION**

Under direction of the Chief Student Support Officer, the Program Manager provides vision, direction, management, and oversight for assigned programs and services, including data collection, analysis, program evaluation, and budget control. Evaluates the delivery of educational programs and services within the Department of Student Support as assigned by the Chief Officer. Performs additional duties as assigned by the supervisor.

### **SUPERVISION RECEIVED AND EXERCISED**

Receives general supervision from Chief Student Support Officer or designee. Supervises classified and certificated staff as assigned.

### **ESSENTIAL FUNCTIONS**

- Plans, organizes, manages, and evaluates the implementation and operation of the following district programs and services:
  - Positive Behavior Interventions and Supports
  - Coordination of Services Team (COST)
  - Mild/Moderate Special Education programs
  - McKinney Vento
  - Foster Youth programs
  - Health Services/Tier III Mental Health Services
  - SART/SARB

- Works with Director of Special Education and school sites to support student placement in general and special education programs, schools, and classrooms.
- Provides leadership and support as it relates to assigned elementary special education programs including site support, staff and site administrator training, attendance at specified IEP meetings.
- Provides recommendations to the Director of Special Education/Chief Student Support Officer regarding student placement, problem resolution, enrollment, and staffing needs.
- Oversees implementation of Tier III Mental Health services, including onsite support as well as linking students and families with community-based services as needed.
- Works to remedy barriers that impact students and families of vulnerable populations that are at high risk of truancy and dropping out of schools such as McKinney Vento, foster, migrant children, students in the juvenile system, students living in poverty, students of color, etc.
- Works collaboratively with teachers, administrators, parents, and other educators to support coordinated interventions and implementation of the district's multi-tiered system of supports (MTSS) to promote student success.
- Works to ensure the integration of all behavioral, attendance, mental health, and social services within the context of school culture and learning.
- Works to link students and families with outside services and supports as needed.
- Fosters relationships with outside agencies and services to support students and families.
- Collects, maintains, and analyzes data and statistical reports related to all programs managed by the coordinator to ensure effectiveness and cost efficiencies.
- Ensures compliance with state and federal requirements and completes required state and federal reports.
- Monitors program budgets to maintain fiscally responsible and cost efficient practices.
- Attends and monitors school site School Attendance and Review Team (SART) and School Attendance and Review Board (SART) meetings as needed.
- Represents the district at district, county, city-wide meetings as requested.
- Prepares presentations to support the Chief Student Support Officer and Director of Special Education as needed.
- Works collaboratively and cooperatively with other managers, principals, and other departments in coordinating the functions of this position.
- Supervises and evaluates staff as assigned.
- Models district standards of ethics and professionalism.
- Uses initiative and independent judgment in carrying out his/her duties.

## **QUALIFICATIONS**

### **Knowledge of:**

- Educational issues in the areas of special education, health services, underserved populations, and related services.
- Laws, regulations, policies, and procedures related to the exceptional student and school administration.
- Leadership and organizational skills.
-

**Ability to:**

- Ability to communicate effectively in written and verbal form.

**Education and Experience:**

- Master's Degree is preferred
- Three (3) years certificated experience in public schools, including at least one (1) year in an administrative or supervisory capacity

**Licenses and Certifications:**

- Appropriate California Administrative Credential
- Valid and current teaching credential in Special Education or General Education issued by the California Commission on Teacher Credentialing
- Must possess a valid California driver's license

**PHYSICAL DEMANDS**

Frequency Key: None (N); Occasional - up to 25% of shift (O); Intermittently – up to 50% of shift (I); Frequently – up to 75% of shift (F).

Activity	Frequency		Activity	Frequency
Bend	I		Lift/carry 0-10 lbs	F
Twist	O		Lift/carry 11-25 lbs	I
Squat	I		Lift/carry 26-40 lbs	O
Kneel	I		Lift/carry 41-100 lbs	N
Climb	O		Stand	I
Reach above shoulder	I		Walk	I
Grip/Grasp	F		Sit	F
Extend/Flex Neck	O		Drive	O
Use Dominant Hand	F		Perform Repetitive Hand Motions	F
Use Non-Dominant Hand	O		Keyboarding/Mouse Work	F
Ability to See	F		Ability to Hear	F

**ENVIRONMENTAL ELEMENTS**

Employees primarily work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees occasionally work outdoors and are exposed to dust, fumes, allergens, vermin, parasites, or insects.

THE ALAMEDA UNIFIED SCHOOL DISTRICT IS AN EQUAL OPPORTUNITY EMPLOYER and, in compliance with federal and state laws, does not discriminate in any employment practice on the basis of age, ancestry, color, marital status, medical condition, national origin, political or union affiliation, physical or mental disability, race, religion, sexual orientation, or sex.

ALAMEDA UNIFIED SCHOOL DISTRICT  
BOARD AGENDA ITEM

---

**Item Title:** Approval of Memorandum of Understanding between Alameda Unified School District and Contra Costa County Office of Education Teacher Induction Program

**Item Type:** Consent

**Background:** In California, teachers need to complete a Teacher Induction Program in order to obtain a clear teaching credential. Teacher Induction Programs are administered by California's Department of Education (CDE) and the Commission on Teacher Credentialing (CTC). Some school districts are authorized by the State to offer teacher induction programs, some offer induction programs through a State authorized consortium with other districts, and some offer no program at all. In order to support beginning teachers in the Alameda Unified School District (AUSD), we are proposing to continue a partnership with the Contra Costa County Office of Education (CCCOE) for teacher induction support.

This is a Memorandum of Understanding (MOU) between the CCCOE Teacher Induction Program and Alameda Unified School District in partnership to carry out the Teacher Induction Program and guidelines of SB 2042. The purpose of this MOU is to establish a formal working relationship between the CCCOE and the Alameda Unified School District and to set forth the operative conditions that will govern this partnership.

**Goals:** Build nonprofit, business and philanthropic partnerships

**Fund:** General Fund

**Fund Codes:**

**Fiscal Analysis**

**Amount (Savings) (Cost):** Estimated annual cost: \$255,000.

**Department Budget:**

**Recommendation:** Approve as submitted.

**AUSD Guiding Principle:**

**Submitted By:** Timothy Erwin, Chief Human Resources Officer

---

**ATTACHMENTS:**

Description	Upload Date	Type
❏ MOU with CCCOE for 2027-18	3/21/2017	Backup Material



**Contra Costa County Office of Education  
Teacher Induction Program and  
Alameda Unified School District**

**MEMORANDUM OF UNDERSTANDING (MOU)  
for the CCCOE Teacher Induction Program**

**July 1, 2017 – June 30, 2018**

This is a Memorandum of Understanding (MOU) between the Contra Costa County Office of Education (CCCOE) Teacher Induction Program and Alameda Unified School District in partnership to carry out the CCCOE Teacher Induction Program and guidelines of SB 2042. The purpose of this MOU is to establish a formal working relationship between the CCCOE and Alameda Unified School District and to set forth the operative conditions that will govern this partnership.

The goal of this partnership is to increase student achievement through the implementation of a quality teacher induction program, while nurturing the growth and development of participating General Education teachers and Education Specialist teachers in Alameda Unified School District in a sustained and systemic manner.

The partnership will assess itself biannually, based on the agreed-upon outcomes. It is expected that measurable progress will be demonstrated in order to continue the partnership. Assuming that the partnership demonstrates measurable progress, and receives continued funding, the partnership will be maintained.

**ANTICIPATED OUTCOMES OF THIS AGREEMENT:**

- The CCCOE will partner with Alameda Unified School District in conducting an induction program to support first and second year new teachers that meets all state requirements for Induction programs and will integrate the program design as outlined in this MOU.
- Alameda Unified School District will, when possible, create a cadre of experienced new teacher support mentors. These support mentors will possess a high level of training and leadership ability and will contribute to Alameda Unified School District as instructional leaders.
- Alameda Unified School District's teacher evaluation and professional development programs will reflect the *California Standards for the Teaching Profession (CSTP)*.
- Alameda Unified School District will fully implement the program design incorporating all the necessary support and resources to ensure that participating teachers have every opportunity to successfully complete the induction program to receive their professional credential.

## **THE CCCOE TEACHER INDUCTION PROGRAM AGREES TO:**

1. Provide a Teacher Induction Program Coordinator who fulfills the roles and responsibilities outlined in the Induction Program Handbook.
2. Consult with Alameda Unified School District (including administration, teacher representatives and other stakeholders) in reviewing the school's needs and resources in relation to new teacher induction.
3. Consult with Alameda Unified School District in *developing* and/or revising program design and interfacing with the CA Commission on Teacher Credentialing to support participating teachers to receive a Professional Clear Credential.
4. Assist Alameda Unified School District in the recruitment and selection of new teacher mentors according to the California Induction Program Preconditions and Induction Standards and hiring guidelines.
5. Work with Alameda Unified School District to insure that its efforts are coordinated with and complementary to other school improvement initiatives.
6. Design and deliver seminars for participating teachers insuring that those seminars are rigorous, tied to the CSTP and to content-based, research-based, and grade-level specific approaches to instruction in academic content areas. The seminars are also designed to assist teachers in using technology to support student learning, supporting equity, diversity and access to core curriculum, creating a supportive and healthy environment for student learning, and teaching English Learners and Special Populations of students. Specially designed seminars are offered for Education Specialists facilitated by Contra Costa Special Education Local Planning Area Coordinators and Program Specialists.
7. Consult with Alameda Unified School District in the design of teacher recruitment and professional development programs related to teacher induction.
8. Make available and advise participating teachers of an Early Completion option for "experienced and exceptional" candidates who meet the program's established criteria.
9. Participate in an Induction Program Director network in support of teacher induction programs.
10. Provide new teachers with networking and professional development opportunities within the Contra Costa County region.
11. Provide training programs, materials and publications to support the above.
12. Facilitate research and evaluation activities in order to inform the partnership.
13. Provide a linkage for state and local Induction Programs and fulfill state requirements for an Induction Program.

## **ALAMEDA UNIFIED SCHOOL DISTRICT AGREES TO:**

1. Designate a coordinator (who holds an administrative position). The coordinator will represent the district on the Leadership Team and support orientation, new teacher portfolio mid-year review, and end of the year colloquium activities for their participating teachers.
2. Support each qualified CCCOE Teacher Induction new teacher with a trained mentor, assigned within the first 30 days of the teacher's enrollment in the program.
3. Support each qualified CCCOE Teacher Induction new special education teacher with a mentor who holds the same credential as the participating teacher.
4. Submit a final list of participating teachers and mentors to CCCOE by October 1, 2017.
5. Pay a service fee to CCCOE for Teacher Induction services: Provide \$2,000 per participating teacher (if Alameda Unified School District is providing the mentor) OR provide \$4,000 per participating teacher (if CCCOE is providing the mentor) for each year of the teacher's participation.
6. Pay half of the amount by February 15, 2018. Pay the balance of the amount by May 30, 2018. A late fee of 1% per month will be applied to accounts 30 days past due.
7. Insure that the Alameda Unified School District's new teacher support program includes the following elements or the equivalent:
  - At least one hour per week of individualized support/mentoring coordinated and/or planned by the mentor
  - Coaching activities deliberately designed to provide teachers multiple opportunities to demonstrate growth in the *California Standards for the Teaching Profession*
  - A focus on grade-level and content-specific approaches to raising student achievement
  - An Individualized Learning Plan, including an Inquiry Action Plan, designed and implemented solely for the teacher's professional growth and not for evaluation.
  - Individualized Learning Plan goals collaboratively developed by the teacher and mentor, in consultation with the site administrator, within the first 60 days of enrollment
  - Ongoing formative assessment of participating teacher development
  - The use of multiple data sources, such as formative assessment and professional development tools.
8. Insure full cooperation and participation in program activities to include as appropriate:
  - Trainings for mentors
  - Mentor attendance at mentor seminars during the year
  - Individual coaching of mentors and other program-related personnel
  - Trainings and meetings for office administrators and site administrators
  - Professional development for participating teachers
  - On-line communication and coordination



9. Insure that all participating teachers and all leaders in the following roles sign the appropriate program commitment form: coordinator, site administrator, and mentor.
  10. Conduct and participate in program evaluation and research activities, to include a Program Mid-year and End of the Year Survey.
  11. Provide professional resources required for program implementation beyond those provided by the Induction Program.
  12. Take organizational action to insure that the program of new teacher support is sustained.
- **Hold harmless:** Both parties agree to indemnify, defend, and save harmless the other from any and all claims and losses resulting from the action of either organization's employees for any activity undertaken in this contract.
- **Termination:**
- ❑ In the event that either party does not fulfill the terms of this agreement in a timely manner, the other party may terminate this agreement with a 30-day written notice to the breaching party.
  - ❑ In the event that either party determines this agreement is no longer to be bound by the terms, termination may be made with a 30-day prior notice to the date of termination.

#### **SIGNATURES OF AGREEMENT:**

\_\_\_\_\_  
Alameda Unified School District, Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Alameda Unified School District, Teacher Induction District  
Coordinator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Alameda Unified School District, Human Resources  
Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Pamela Comfort, Ed.D., Deputy Superintendent, CCCOE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bill Clark, Associate Superintendent, CCCOE Business and  
Administrative Services

\_\_\_\_\_  
Date

\_\_\_\_\_  
Debra Sioui  
Program Coordinator, CCCOE Teacher Induction Program

\_\_\_\_\_  
Date

***Return all signed copies by May 1, 2017 to:***  
***Debra Sioui, Coordinator, CCCOE Teacher Induction Program***  
***77 Santa Barbara Road***  
***Pleasant Hill, CA 94523***

ALAMEDA UNIFIED SCHOOL DISTRICT  
BOARD AGENDA ITEM

---

**Item Title:** Approval of Special Education Local Plan Area Master Contracts

**Item Type:** Consent

**Background:** Each year, Alameda Unified School District's Special Education Department prepares "Master Contracts" that allocate funds for its ongoing annual services provided to AUSD students under SELPA (Special Education Local Plan Area) agreements.

Due to the size of the documents, the master contracts for non-public school and non-public agencies related service providers listed below will be maintained in the Special Education Department for board members and public review.

- **Heritage Schools, Inc. - NPS**  
Student #1 - L     \$38,230.00

**Goals:** Routine Matter

**Fund:**

**Fund Codes:**

**Fiscal Analysis**

**Amount (Savings) (Cost):** N/A

**Department Budget:** N/A

**Recommendation:** Approve as submitted.

**AUSD Guiding Principle:** #5 - Accountability, transparency, and trust are necessary at all levels of the organization.| #6 - Allocation of funds must support our vision, mission, and guiding principles.

**Submitted By:** Kirsten Zazo, Chief Student Services Officer

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ALAMEDA UNIFIED SCHOOL DISTRICT  
BOARD AGENDA ITEM

---

**Item Title:** Proclamation: Welcome Home Vietnam Veterans Day - March 30, 2017

**Item Type:** Consent

**Background:** On September 25, 2009, then Governor Arnold Schwarzenegger joined by Assemblyman Paul Cook and Jose G. Ramos, founder of the Welcome Home Vietnam Veterans Day, signed into law Assembly Bill 717 the “Welcome Home Vietnam Veterans Day” Bill at the Twentynine Palms Marine Base. Jose G. Ramos had started his campaign in 2000 in a grass roots effort to raise awareness around our Vietnam Veterans' arrival home. It is with respect and honor for our Vietnam Veterans that we ask the Board to proclaim March 30th as Welcome Home Vietnam Veterans Day.

**Goals:** Routine Matter

**Fund:**

**Fund Codes:**

**Fiscal Analysis**

**Amount (Savings) (Cost):**

**Department Budget:**

**Recommendation:** Approve as submitted.

**AUSD Guiding Principle:**

**Submitted By:** Steven Fong, Chief Academic Officer

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**ATTACHMENTS:**

	<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
□	Proclamation: Welcome Home Vietnam Veterans Day	3/20/2017	Backup Material

**PROCLAMATION**  
***Welcome Home Vietnam Veterans Day***  
***March 30***

*WHEREAS*, military struggle took place in Vietnam from 1959 to 1975, involving the North Vietnamese and National Liberation Front in conflict with United States Armed Forces and the South Vietnamese Army; and

*WHEREAS*, in 1965, United States combat troops (composed mainly of volunteers) arrived on the scene in Vietnam; and

*WHEREAS*, more than 58,000 United States Americans lost their lives in Vietnam or were declared missing in action, and approximately 300,000 United States Americans were wounded in battle; and

*WHEREAS*, on January 27, 1973, the Treaty of Paris was signed, declaring the release of all American prisoners of war from North Vietnam and the withdrawal of all U.S. forces from South Vietnam; and

*WHEREAS*, in 1982, the Vietnam Veterans Memorial was dedicated at our nation's capital to commemorate the many valiant Americans who put their lives on the line in Vietnam; and

*WHEREAS*, we are proud to take this opportunity to recognize the ultimate sacrifices for freedom made by Americans in Vietnam; now

***THEREFORE, BE IT PROCLAIMED*** that the Alameda Unified School District Board of Education proclaims March 30<sup>th</sup> as Welcome Home Vietnam Veterans Day.

***PASSED AND ADOPTED*** this 28<sup>th</sup> day of March 2017.

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

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

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

---

Gary K. Lym, President  
Board of Education  
Alameda Unified School District  
Alameda County, State of California

ATTEST:

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

Sean McPhetridge, Secretary  
Board of Education  
Alameda Unified School District  
Alameda County, State of California

ALAMEDA UNIFIED SCHOOL DISTRICT  
BOARD AGENDA ITEM

---

**Item Title:** Proclamation: Cesar Chavez Day - March 31, 2017

**Item Type:** Consent

**Background:** On March 31, 2017, we commemorate Cesar Chavez and recognize him as a great leader who fought injustice and created a coalition for civil rights that was unprecedented in this state's history.

**Goals:** Routine Matter

**Fund:**

**Fund Codes:**

**Fiscal Analysis**

**Amount (Savings) (Cost):**

**Department Budget:**

**Recommendation:** Approve as submitted.

**AUSD Guiding Principle:** #2 - Teachers must challenge and support all students to reach their highest academic and personal potential.

**Submitted By:** Steven Fong, Chief Academic Officer

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**ATTACHMENTS:**

Description	Upload Date	Type
☐ Proclamation: Cesar Chavez Day	3/20/2017	Backup Material

**PROCLAMATION**  
***Cesar Chavez Day***  
***March 31***

*WHEREAS*, California has established an official state holiday to honor Mexican-American labor leader Cesar Chavez, born March 31, 1927; and

*WHEREAS*, Cesar Chavez was a Latino, farm worker, and labor leader, who acted as a community servant and social entrepreneur, as well as a crusader for nonviolent social change and an environmentalist and consumer advocate; and

*WHEREAS*, Cesar Chavez was a unique and humble leader, a man who was a great humanitarian and communicator, who influenced and inspired millions of Americans to seek social justice and civil rights for the poor and disenfranchised in our society; and

*WHEREAS*, Cesar Chavez Day recognizes one of the state's great leaders who created a coalition for civil rights that was unprecedented in this state's history; now

*THEREFORE, BE IT PROCLAIMED* that the Alameda Unified School District Board of Education hereby recognizes March 31<sup>st</sup> as Cesar Chavez Day.

*PASSED AND ADOPTED* this 28<sup>th</sup> day of March, 2017.

AYES:\_\_\_\_\_MEMBERS:\_\_\_\_\_  
NOES:\_\_\_\_\_MEMBERS:\_\_\_\_\_  
ABSENT:\_\_\_\_\_MEMBERS:\_\_\_\_\_

---

Gary K. Lym, President  
Board of Education  
Alameda Unified School District  
Alameda County, State of California

ATTEST:

By:\_\_\_\_\_  
Sean McPhetridge, Secretary  
Board of Education  
Alameda Unified School District  
Alameda County, State of California

ALAMEDA UNIFIED SCHOOL DISTRICT  
BOARD AGENDA ITEM

---

**Item Title:** Proclamation: Autism Awareness Month - April

**Item Type:** Consent

**Background:** We recognize Autism Awareness this month with other school districts in the nation to help support the students in our school district that are affected by Autism Spectrum Disorders (ASDs).

**Goals:** Routine Matter

**Fund:**

**Fund Codes:**

**Fiscal Analysis**

**Amount (Savings) (Cost):**

**Department Budget:**

**Recommendation:** Approve as submitted.

**AUSD Guiding Principle:**

**Submitted By:** Steven Fong, Chief Academic Officer

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**ATTACHMENTS:**

	<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
□	Proclamation: Autism Awareness Month - April	3/20/2017	Backup Material

**PROCLAMATION**  
***Autism Awareness Month***  
***April***

**WHEREAS**, autism is a lifelong neurological disorder, with current statistics bringing it to one in every one hundred and ten children being diagnosed in the autistic spectrum; and

**WHEREAS**, autism prevalence rate now places it as the third most common developmental disability in the country today; and

**WHEREAS**, autism can result in difficulties in communication, socialization, sensory perception, and behavior characteristics, with difficulties ranging from mild to severe; and

**WHEREAS**, autism knows no racial, ethnic, or social boundaries; and

**WHEREAS**, our understanding of autism has grown tremendously since it was first diagnosed in 1943, but there is still much to learn; now

**THEREFORE, BE IT PROCLAIMED** that the Alameda Unified School District Board of Education hereby recognizes the month of April as Autism Awareness Month.

**PASSED AND ADOPTED** this 28<sup>th</sup> day of March, 2017.

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

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

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

---

Gary K. Lym, President  
Board of Education  
Alameda Unified School District  
Alameda County, State of California

ATTEST:

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

Sean McPhetridge, Secretary  
Board of Education  
Alameda Unified School District  
Alameda County, State of California



ALAMEDA UNIFIED SCHOOL DISTRICT  
BOARD AGENDA ITEM

---

**Item Title:** Proclamation: National Donate Life Month - April

**Item Type:**

**Background:** Originally a week-long observance, former Health and Human Services Secretary Tommy G. Thompson officially sanctioned the extension of the celebration in 2003 to include the entire month of April. This month-long celebration honors the generosity of organ, eye, and tissue donors and their families.

**Goals:** Routine Matter

**Fund:**

**Fund Codes:**

**Fiscal Analysis**

**Amount (Savings) (Cost):**

**Department Budget:**

**Recommendation:** Approve as submitted.

**AUSD Guiding Principle:**

**Submitted By:** Steven Fong, Chief Academic Officer

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**ATTACHMENTS:**

	<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
▣	Proclamation: National Donate Life Month - April	3/20/2017	Backup Material

**PROCLAMATION**  
***National Donate Life Month***  
***April***

*WHEREAS*, as Americans, we can demonstrate our commitment to one another in the most difficult of circumstances through organ, tissue, stem cell, and blood donation; and

*WHEREAS*, during National Donate Life Month, we honor donors who provide others with a second chance for a healthy life and encourage more Americans to share this precious gift; and

*WHEREAS*, today more than 100,000 Americans await donation, faced with a shortage of donors and an urgent need for help; and

*WHEREAS*, each organ or tissue donor can save many lives and is a simple process ([www.bethematch.org](http://www.bethematch.org) for bone marrow registry and [www.donatelifecalifornia.org](http://www.donatelifecalifornia.org) for organ and tissue registry), and because some conditions and blood types are more common in certain ethnic and racial populations, the Department of Health and Human Services especially encourages minorities to consider donation; now

*THEREFORE, BE IT PROCLAIMED* that the Alameda Unified School District Board of Education hereby recognizes April as National Donate Life Month and calls upon health care professionals, volunteers, educators, government agencies, faith-based and community groups, and private organizations to join forces to boost the number of organ, tissue, blood, and stem cell donors throughout our Nation.

*PASSED AND ADOPTED* this 28<sup>th</sup> day of March, 2017.

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

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

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

---

Gary K. Lym, President  
Board of Education  
Alameda Unified School District  
Alameda County, State of California

ATTEST:

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

Sean McPhetridge, Secretary  
Board of Education  
Alameda Unified School District  
Alameda County, State of California

ALAMEDA UNIFIED SCHOOL DISTRICT  
BOARD AGENDA ITEM

---

**Item Title:** Proclamation: Public Schools Month - April

**Item Type:** Consent

**Background:** Public Schools Month has been sponsored and promoted by the Free and Accepted Masons of California since 1920. The purpose of Public Schools Month is to encourage schools and communities to set aside some time during April to honor our public schools and enlist the community's continued support for public education.

**Goals:** Routine Matter

**Fund:**

**Fund Codes:**

**Fiscal Analysis**

**Amount (Savings) (Cost):**

**Department Budget:**

**Recommendation:** Approve as submitted.

**AUSD Guiding Principle:** #2 - Teachers must challenge and support all students to reach their highest academic and personal potential.

**Submitted By:** Steven Fong, Chief Academic Officer

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**ATTACHMENTS:**

Description	Upload Date	Type
□ Proclamation: Public Schools Month	3/20/2017	Backup Material

**PROCLAMATION**  
***Public Schools Month***  
***April***

*WHEREAS*, since 1920, the Free and Accepted Masons of California have sponsored and promoted Public Schools Month to recognize the significant resource education is to the future of our nation; and

*WHEREAS*, concern for the common good and well-being of all citizens is one of the highest virtues of American democracy and, generations ago, our ancestors recognized the importance of this virtue by creating the public schools system; and

*WHEREAS*, public schools are responsible not only for sound instructional programs which prepare and equip our youth to have productive lives as adults, but also for instilling in our children a love of freedom and appreciation for the benefits of living in a democratic society; and

*WHEREAS*, public schools are vital partners in training America's workforce, contributing directly to the goals, dreams, and accomplishments of this country; now

*THEREFORE, BE IT PROCLAIMED* that the Alameda Unified School District Board of Education hereby recognizes April as Public Schools Month and urges communities and educational institutions to appropriately observe the efforts of teachers, administrators, and students of the public schools system.

*PASSED AND ADOPTED* this 28<sup>th</sup> day of March, 2017.

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

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

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

---

Gary K. Lym, President  
Board of Education  
Alameda Unified School District  
Alameda County, State of California

ATTEST:

By: \_\_\_\_\_  
Sean McPhetridge, Secretary  
Board of Education  
Alameda Unified School District  
Alameda County, State of California

ALAMEDA UNIFIED SCHOOL DISTRICT  
BOARD AGENDA ITEM

---

**Item Title:** Proclamation: Adult Education Week - April 2 - 8, 2017

**Item Type:** Consent

**Background:** Adult Education Week was introduced in March 2016. This year California proclaims the week of April 2, 2017 to April 8, 2017 as Adult Education Week. This period honors the teachers, administrators, classified staff, and students of adult education programs statewide for their efforts, persistence, and accomplishments.

**Goals:** Routine Matter

**Fund:**

**Fund Codes:**

**Fiscal Analysis**

**Amount (Savings) (Cost):** N/A

**Department Budget:** N/A

**Recommendation:**

**AUSD Guiding Principle:**

**Submitted By:** Steven Fong, Chief Academic Officer

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**ATTACHMENTS:**

	<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
▣	Proclamation: Adult Education Week - April 2-8, 2017	3/20/2017	Backup Material

**PROCLAMATION**  
***Adult Education Week***  
***April 2 – April 8, 2017***

*WHEREAS*, the week of April 2, 2017 to April 8, 2017, inclusive, is observed as "Adult Education Week," recognizing the unique accomplishments of California adult schools; and

*WHEREAS*, the Legislature acknowledges that adult schools that are provided by K-12 school districts offer quality programs to meet the ever-changing economic and workforce development and lifelong learning needs of our diverse state; and

*WHEREAS*, the first recorded adult education class in California was held in the basement of St. Mary's Cathedral in San Francisco in 1856. The class was authorized by the San Francisco Board of Education to teach English to Irish, Italian, and Chinese immigrants. John Swett, who was the first volunteer teacher for the class, later became a Superintendent of Public Instruction; and

*WHEREAS*, adult schools, which work in collaboration with community centers and libraries, are a primary community resource for the teaching and instruction of adult literacy; and

*WHEREAS*, adult schools provide a way for adults to complete secondary-education studies and obtain a high school diploma or its equivalent at their own pace and to prepare for and transition to postsecondary education and career training; and

*WHEREAS*, adult schools provide critical opportunities to bring recent dropouts back to school; and

*WHEREAS*, adult schools provide instruction to those in the state who need English as a second language and citizenship courses and play a key role in immigrant integration and the path to United States citizenship, which is important for our diverse community during this time of immigration reform; and

*WHEREAS*, adult schools, which recognize that we must focus on educating parents in order to break the cycle of illiteracy and to support educational equity for all our children, provide programs in family literacy at elementary schools in conjunction with community-based organizations; and

*WHEREAS*, historically, adult schools have been called on to assist the state as it dealt with significant social, political, and economic issues, such as providing job training programs during the Great Depression and training for skilled and under skilled workers during World War II; and

*WHEREAS*, adult schools provide short-term career and technical training for adults seeking changes or enhancements in their career pathways; and

*WHEREAS*, adult schools offer varied and market-based education programs to enhance the lifelong learning opportunities in the state; and

*WHEREAS*, in 2015, the Legislature and Governor Edmund G. Brown Jr. saved California adult schools from the brink of closure by establishing the Adult Education Block Grant program that is helping to restore access and programming for adult learners with planning and collaboration on a regional scale; now

*THEREFORE, BE IT PROCLAIMED* that the Alameda Unified School District Board of Education hereby recognizes the week of April 2, 2017, to April 8, 2017 as Adult Education Week.

*PASSED AND ADOPTED* this 28<sup>th</sup> day of March, 2017.

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

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

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

---

Gary K. Lym, President  
Board of Education  
Alameda Unified School District  
Alameda County, State of California

ATTEST:

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

Sean McPhetridge, Secretary  
Board of Education  
Alameda Unified School District  
Alameda County, State of California

ALAMEDA UNIFIED SCHOOL DISTRICT  
BOARD AGENDA ITEM

---

**Item Title:** Proclamation: California Poppy Day - April 6, 2017

**Item Type:** Consent

**Background:** We recognize this day each year to honor the California Poppy, our state flower, to teach the value of native plants and emphasize the economic and aesthetic value of wildflowers.

**Goals:** Routine Matter

**Fund:**

**Fund Codes:**

**Fiscal Analysis**

**Amount (Savings) (Cost):**

**Department Budget:**

**Recommendation:** Approve as submitted.

**AUSD Guiding Principle:**

**Submitted By:** Steven Fong, Chief Academic Officer

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**ATTACHMENTS:**

Description	Upload Date	Type
☐ Proclamation: California Poppy Day	3/20/2017	Backup Material



**PROCLAMATION**  
***California Poppy Day***  
***April 6***

*WHEREAS*, California legislation and California Education Code have designated April 6<sup>th</sup> each year to honor the California Poppy, which became our state flower in 1903; and

*WHEREAS*, California Indians used the poppy for both a food source and for its oil; and

*WHEREAS*, the land around the San Francisco Bay was once covered with this golden flower which grows wild throughout California; and

*WHEREAS*, on California Poppy Day, schools and educational institutions are encouraged to conduct exercises honoring the California Poppy and native plants along with the economic and aesthetic value of wildflowers, thus promoting responsible behavior toward our natural resources and a spirit of protection toward them; now

*THEREFORE, BE IT PROCLAIMED* that the Alameda Unified School District Board of Education hereby recognizes April 6<sup>th</sup> as California Poppy Day.

*PASSED AND ADOPTED* this 28<sup>th</sup> day of March, 2017.

AYES: \_\_\_\_\_ MEMBERS: \_\_\_\_\_  
NOES: \_\_\_\_\_ MEMBERS: \_\_\_\_\_  
ABSENT: \_\_\_\_\_ MEMBERS: \_\_\_\_\_

\_\_\_\_\_  
Gary K. Lym, President  
Board of Education  
Alameda Unified School District  
Alameda County, State of California

ATTEST:

By: \_\_\_\_\_  
Sean McPhetridge, Secretary  
Board of Education  
Alameda Unified School District  
Alameda County, State of California

ALAMEDA UNIFIED SCHOOL DISTRICT  
BOARD AGENDA ITEM

---

**Item Title:** Proclamation: Day of Silence - April 21, 2017

**Item Type:** Consent

**Background:** Day of Silence is a national day of action in which students across the country form to take a vow of silence to call attention to the silencing effect of anti-LGBT bullying and harassment in schools.

Founded in 1996, the Day of Silence has become the largest single student-led action towards creating safer schools for all, regardless of sexual orientation, gender identity, or gender expression. From the first-ever Day of Silence at the University of Virginia in 1996, to the organizing efforts in over 8,000 middle schools, high schools, colleges and universities across the country in 2008, its textured history reflects its diversity in both numbers and reach.

**Goals:** Routine Matter

**Fund:**

**Fund Codes:**

**Fiscal Analysis**

**Amount (Savings) (Cost):**

**Department Budget:**

**Recommendation:** Approve as submitted.

**AUSD Guiding Principle:** #1 - All students have the ability to achieve academic and personal success.

**Submitted By:** Steven Fong, Chief Academic Officer

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**ATTACHMENTS:**

Description	Upload Date	Type
□ Proclamation: National Day of Silence	3/20/2017	Backup Material

**PROCLAMATION**  
*National Day of Silence*  
**April 21, 2017**

*WHEREAS*, the Alameda Unified School District (AUSD) has recognized the right of all students to participate in a learning environment free from discrimination and harassment; and

*WHEREAS*, AUSD Board Policy 5145.3 specifically prohibits, among other types of harassment, any intimidation or bullying of students based on their sex, sexual orientation, or gender identity; and

*WHEREAS*, the National Day of Silence is a student-led national event that brings attention to anti-LGBT name-calling, bullying, and harassment in schools, a day in which students from middle school to college take a vow of silence in an effort to encourage schools and classmates to address the problem of anti-LGBT behavior by illustrating the silencing effect of bullying and harassment on LGBT students and those perceived to be LGBT; and

*WHEREAS*, this year the National Day of Silence will be recognized by students around the country on April 21<sup>st</sup>, 2017; and

*WHEREAS*, the Board of Education wishes to acknowledge and support the participation of students at AUSD's secondary schools in the National Day of Silence, subject to non-interference with the curriculum and instruction at those schools; now

*THEREFORE, BE IT PROCLAIMED* that The Alameda Unified School District Board of Education hereby acknowledges and supports AUSD secondary students' participation in the National Day of Silence on April 21<sup>st</sup>, 2017, subject to noninterference with the curriculum and instruction at AUSD schools.

PASSED AND ADOPTED, this 28<sup>th</sup> day of March, 2017, by the following vote:

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

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

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

---

Gary K. Lym, President  
Board of Education  
Alameda Unified School District  
Alameda County, State of California

ATTEST:

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

Sean McPhetridge, Secretary  
Board of Education  
Alameda Unified School District  
Alameda County, State of California

ALAMEDA UNIFIED SCHOOL DISTRICT  
BOARD AGENDA ITEM

---

**Item Title:** Proclamation: John Muir Day - April 21, 2017

**Item Type:** Consent

**Background:** We recognize this day to honor John Muir for the awareness of an ecologically sound and natural environment he brought to us in California.

**Goals:** Routine Matter

**Fund:**

**Fund Codes:**

**Fiscal Analysis**

**Amount (Savings) (Cost):** N/A

**Department Budget:** N/A

**Recommendation:** Approve as submitted.

**AUSD Guiding Principle:** #4 - Parental involvement and community engagement are integral to student success.

**Submitted By:** Steven Fong, Chief Academic Officer

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**ATTACHMENTS:**

Description	Upload Date	Type
❏ Proclamation: John Muir Day	3/20/2017	Backup Material

# PROCLAMATION

## *John Muir Day*

April 21, 2017

*WHEREAS*, California legislation and California Education Code proclaim that April 21<sup>st</sup> of each year is recognized as John Muir Day in California; and

*WHEREAS*, John Muir was born in Scotland and immigrated to the United States at the age of 11; and

*WHEREAS*, he traveled to California in 1868; and

*WHEREAS*, he explored the high country of Sierra Nevada and made California his life-long home; and

*WHEREAS*, John Muir traveled extensively throughout the American West, wrote books and articles describing natural wonders, and argued for a need to preserve the wilderness; and

*WHEREAS*, he helped to establish the existence of Yosemite National Park in 1890 and founded the Sierra Club in 1892; and

*WHEREAS*, The California Historical Society voted John Muir the greatest Californian in the state's history and depicted him on the U.S. Mint's California State Quarter design; and

*WHEREAS*, on John Muir Day, activities stress the importance of an awareness of an ecologically sound and natural environment in the quality of life for all of us; and

*WHEREAS*, John Muir's significant contributions helped foster that awareness and left an indelible mark on the State of California; now

*THEREFORE, BE IT PROCLAIMED* that the Alameda Unified School District Board of Education hereby recognizes April 21<sup>st</sup>, 2017 as John Muir Day.

*PASSED AND ADOPTED* this 28<sup>th</sup> day of March, 2017.

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

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

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

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Gary K. Lym, President  
Board of Education  
Alameda Unified School District  
Alameda County, State of California

ATTEST:

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

Sean McPhetridge, Secretary  
Board of Education  
Alameda Unified School District  
Alameda County, State of California

ALAMEDA UNIFIED SCHOOL DISTRICT  
BOARD AGENDA ITEM

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**Item Title:** Proclamation: National Arbor Day - April 28, 2017

**Item Type:** Consent

**Background:** We celebrate National Arbor Day as the state confronts one of the most severe droughts on record. In the spirit of preserving trees for future generations, Californians are advised to honor this occasion by planting drought-tolerant trees and learning best practices in caring for trees during a water shortage.

**Goals:** Routine Matter

**Fund:**

**Fund Codes:**

**Fiscal Analysis**

**Amount (Savings) (Cost):**

**Department Budget:**

**Recommendation:** Approve as submitted.

**AUSD Guiding Principle:**

**Submitted By:** Steven Fong, Chief Academic Officer

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**ATTACHMENTS:**

	<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
▣	Proclamation: National Arbor Day - April 28, 2017	3/20/2017	Backup Material

**PROCLAMATION**  
***National Arbor Day***  
***Last Friday in April***

*WHEREAS*, conservation is essential to protect and preserve nature; and

*WHEREAS*, the first American Arbor Day was originated in Nebraska City, Nebraska by J. Sterling Morton. On April 10, 1872, an estimated one million trees were planted in Nebraska; and

*WHEREAS*, teaching the economic value of birds and trees will help promote proper use of natural resources; and

*WHEREAS*, all 50 states celebrate Arbor Day the last Friday in April, and this day is also celebrated in other countries; and

*WHEREAS*, California Conservation, Bird, and Arbor day was suggested to become part of the school calendar, often combined with Arbor Day; and

*WHEREAS*, both are widely celebrated, encouraging conservation training and awareness of trees and birds for everyone; now

***THEREFORE, BE IT PROCLAIMED*** that the Alameda Unified School District Board of Education proclaims April 28<sup>th</sup>, 2017 as Arbor Day.

***PASSED AND ADOPTED*** this 28<sup>th</sup> day of March, 2017.

AYES: \_\_\_\_\_ MEMBERS: \_\_\_\_\_  
NOES: \_\_\_\_\_ MEMBERS: \_\_\_\_\_  
ABSENT: \_\_\_\_\_ MEMBERS: \_\_\_\_\_

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Gary K. Lym, President  
Board of Education  
Alameda Unified School District  
Alameda County, State of California

ATTEST:

By: \_\_\_\_\_  
Sean McPhetridge, Secretary  
Board of Education  
Alameda Unified School District  
Alameda County, State of California

ALAMEDA UNIFIED SCHOOL DISTRICT  
BOARD AGENDA ITEM

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**Item Title:** Ratification of Contracts Executed Pursuant to Board Policy 3300

**Item Type:** Consent

**Background:**

On January 24, 2017, the Board of Education delegated authority to enter into contracts on behalf of the Alameda Unified School District and to purchase supplies, materials, apparatus, equipment, and services up to the amounts specified in Public Contract Code 20111 and Education Code section 17604 to the Superintendent of Schools, Chief Student Support Officer, Chief Academic Officer, Chief Business Officer, Chief Human Resources Officer, and the General Counsel.

Resolution Number 2016-2017.52 further limited the delegation to expenditures of less than \$88,300 and required that the Board of Education ratify the contracts within sixty (60) days of incurring the expense.

The following contracts are presented for ratification:

1. (Fund 01) Addendum No. 1648 to Agreement for Architectural Services between AUD and QKA for a fixed fee of \$75,833.00.
2. (Fund 01) Professional Services Agreement between AUD and RO Health, Inc. for a total not to exceed \$42,000.00.
3. (Fund 12) Standard Agreement between AUD and EasyTurf for a sum of \$56,976.45.
4. (Fund 01) Lease Agreement between AUD and Girls Inc. of the Island City.

**Goals:** Routine Matter

**Fund:** General Fund

**Fund Codes:** 01 General Fund

**Fiscal Analysis**

**Amount (Savings) (Cost):** See attached contract(s) for detailed expenditures.

**Department Budget:** N/A

**Recommendation:** Approve as submitted.

**AUSD Guiding Principle:** #5 - Accountability, transparency, and trust are necessary at all levels of the organization.| #6 - Allocation of funds must support our vision, mission, and guiding principles.| #7 - All employees must receive respectful treatment and



professional support to achieve district goals.

**Submitted By:**

Shariq Khan, Chief Business Officer

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**ATTACHMENTS:**

<b>Description</b>		<b>Upload Date</b>	<b>Type</b>
▣	QKA	3/21/2017	Backup Material
▣	RO Health	3/21/2017	Backup Material
▣	Easy Turf	3/21/2017	Backup Material
▣	Girls Inc	3/21/2017	Backup Material

## LETTER OF TRANSMITTAL

Stephen Lee, Compliance Coordinator, MOF  
Alameda Unified School District  
2060 Challenger Dr.  
Alameda, CA 94501

Date: March 2, 2017

Project: AUSD Prop 39 Funding Assist  
for years 2-5

DSA File No.  
DSA App. No.  
OPSC App. No.  
Project No. 1350.03

We are sending the following:

☒ attached ☐ under separate cover

via: mail

[illegible]

These are transmitted as checked below:

☐ for your use  
☐ as requested  
☐ for review and comment

☐ for approval  
☒ for your signature  
☐ original to follow

☐ urgent - respond ASAP

Comments:

Hi Stephen,

Please have one executed addendum packet (along with any Purchase Order generated) returned to my attention at your earliest convenience. Please let us know if you have any questions. Thanks!

OK  
5/2/9/17

Copies to:

From: Carol Tonelli  
Contracts Manager

If enclosures are not as noted, please inform us immediately.

**ADDENDUM NO. 1648  
TO  
AGREEMENT FOR ARCHITECTURAL SERVICES**

This Addendum No. 1648 to Agreement for Architectural Services ("Addendum") is made as of February 8, 2017, and forms a part of the Agreement for Architectural Services between the Alameda Unified School District, a California public school district ("District") and **Quattrocchi Kwok Architects, Inc.** ("Architect") (collective "Parties") which is dated on or about January 31, 2017 ("Agreement"). This Addendum incorporates Services to be performed by Architect for the following project(s) ("Project"):

**Proposition 39 Funding Assistance  
for Years 2-5, AUSD remaining allocation of funds**

The scope of work may include, but is not limited to the following, plus the following assumptions:

- Conduct Energy Analysis: QKA and their consultant team will evaluate the current Measure I modernization projects (per the current Board approved implementation Plan) and identify potential energy efficiency improvements that are eligible for Prop 39 funding. QKA will use the Measure I projects that are currently in design as a starting point for that evaluation and to identify potential improvements using the methods described and allowed by the CEC Guidelines. QKA will also calculate the Savings to Investment Ratio (SIR) for each improvement as required by the CEC Guidelines.
- Create Energy Expenditure Plan (EEP): for the four remaining fiscal years of the Prop 39 program for the District, QKA will create one EEP for the improvements proposed for each LEA as described above. The EEP'S will meet all of the CEC requirements and provide all of the necessary calculations and certifications. QKA will submit the EEP'S to CEC for review and approval on behalf of the District and respond to any comments from the CEC.
- Does not include design services for the improvements funded by Prop 39. Design services will be provided under separate proposals.

The proposal from Architect dated January 31, 2017 is attached.

**Fee and Method of Payment:**

District shall pay Architect for all Services contracted for under this Agreement an amount equal to the following ("Fee"):

- A Fixed fee of \$75,833 plus 10% reimbursable expenses.

This Addendum modifies the Agreement. By signing where indicated below, each party acknowledges and accepts the modifications as indicated in this Addendum. All other terms and conditions of the Agreement shall remain in full force and effect.

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

**Alameda Unified School District**

Date: 3/9/17, 2017

Print Name: Robbie Lyng

Signature: Robbie Lyng  
Print Title: Director of Maintenance, Operations, and  
Facilities

Date: 3-20-17, 2017

Print Name: Shariq Khan

Signature: Shariq Khan  
Print Title: Chief Business Officer

Date: \_\_\_\_\_, 2017

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

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

Print Title: School Board President

**Quattrocchi Kwok Architects, Inc.**

Date: 3/1/17, 2017

Signature: Mark Quattrocchi

Print Name: MARK QUATTROCCHI

Print Title: PRESIDENT

License No.: C15438



QUATTROCCHI KWOK  
ARCHITECTS

January 31, 2017

Stephen Lee, Compliance Coordinator, MOF  
Alameda Unified School District  
2060 Challenger Drive  
Alameda, CA 94501

RE: Proposition 39 Funding Assistance for years 2-5, AUSD remaining allocation of funds

Dear Stephen,

At your request, we are pleased to offer this proposal to Alameda Unified School District to access the funding available to the district through the Proposition 39 - California Clean Energy Jobs Act. This proposal is for services covering your funding allocations for fiscal years 2014-15 through 2017-18.

As discussed, this proposal is to provide assistance in completing and submitting the P39 energy expenditure plans (EEP's) as required to encumber the remaining balance of AUSD's Prop 39 funding allotments (approximately \$1,690,000 per the attached schedule). We discussed that the charter schools are treated as stand-alone LEA's and thus each must be submitted separately. Thus, it appears there will be 4 EEP applications in all:

- One for ACLC/NEA
- One for AOA
- AOA Elementary School
- One for AUSD remaining (non-charter) sites

(refer to the attached schedule from the CDE website)

Since the EEP for AUSD (non-charter) sites can be inclusive of any of the sites in the current implementation plan (other than charter schools), we will look first at Alameda High School. It may be that the entire district-wide allotment can be captured there. We will know after we run the costs.

636 Fifth St.  
Santa Rosa, CA  
95404  
P: 707.576.0829  
F: 707.576.0295  
A California Corporation

[www.qka.com](http://www.qka.com)



Further, we will not look beyond the current Measure I Implementation Plan scopes of work to encumber these funds. If it turns out funds remain after we look at the Measure I Implementation Plan scopes, we will contact you to discuss options, and then adjust our services and fees accordingly at that time.

QKA proposes to provide the following services:

*Scope of Work:* QKA will perform energy analysis and complete one Energy Expenditure Plan (EEP) for the remaining four years of funding as follows:

- **Conduct Energy Analysis:** QKA and our consultant team will evaluate the current measure I modernization projects (per the current Board approved implementation Plan) and identify potential energy efficiency improvements that are eligible for Prop. 39 funding. We will use the Measure I projects that are currently in design as a starting point for that evaluation and to identify potential improvements that align with those plans. We will conduct an analysis of these identified potential improvements using the methods described and allowed by the CEC Guidelines. We will also calculate the Savings to Investment Ratio (SIR) for each improvement as required by the CEC Guidelines.
- **Create Energy Expenditure Plan (EEP):** for the four remaining fiscal years of the Prop 39 program for the District, QKA will create one EEP for the improvements proposed for each LEA as described above. The EEP's will meet all of the CEC requirements and provide all of the necessary calculations and certifications. QKA will submit the EEP's to CEC for review and approval on behalf of the District and respond to any comments from the CEC.

This proposal does not include design services for the improvements funded by Prop. 39. Design services will be provided under separate proposals.

*Compensation:* To perform these services we propose a fixed fee of \$75,833.

Reimbursable expenses such as mileage and printing will be billed in addition to this amount at cost plus 10%.

We are excited about this opportunity to continue working with the District and to help AUSD access this source of funding. Please let me know if you have any questions regarding this proposal.

Sincerely,



Mark Quattrocchi, AIA

Cc: Brenda Parella, Jamie Ferranti  
encl.

ok Rollu Giff

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\* LEAs that decided to receive two years of funding in one year will have a \$0 award allocation in the following year since they have already received that award allocation in the prior year.

is to play them in the year ahead allocations.

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51,691,734

# ALAMEDA UNIFIED SCHOOL DISTRICT

Excellence & Equity For All Students

## Professional Services Agreement

This Agreement is entered into between the Alameda Unified School District (AUSD) and RO Health, Inc. (CONTRACTOR). AUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, account, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR is specially trained, experienced, and competent to provide such services. The parties agree as follows:

1. **Services.** The CONTRACTOR shall provide the following services:

This contracted Registered Nurse role will serve to organize, coordinate and implement the district health services program. They will train and support the Health Office Assistants, and act as a liaison between the district and other health agencies.

2. **Terms.** CONTRACTOR shall commence work on January 25, 2017, or the day immediately following approval by an executive cabinet member, if the total amount the CONTRACTOR has contracted with the District is below \$87,800 in the current fiscal year, or the Board of Education if total Agreement equals or exceeds \$87,800, whichever is later. All contracts over \$25,000 must be presented to the Board of Education for approval within sixty (60) days of work commencing. The work shall be completed no later than June 30, 2017.

3. **Compensation.** Check one of the following boxes:

This sum shall be for full performance of this Agreement and includes fees, costs, and expenses incurred by CONTRACTOR including, but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

3.1 ☐ CONTRACTOR is providing services for a flat fee which shall not exceed \$\_\_\_\_\_.

3.2 ☒ CONTRACTOR will be compensated at an hourly rate. Contractor will provide a maximum of hours of service at a rate of \$ 58.60 per hour for a total not to exceed \$ 42,000.00.

3.3 ☐ Other: \_\_\_\_\_

AUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred or equipment, materials or supplies used by CONTRACTOR in performing services for AUSD, except as follows: \_\_\_\_\_



Payment for the work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to AUSD for work actually completed and after AUSD's written approval of the work, or the portion of the work for which payment is to be made.

The granting of any payment by AUSD or the recipient thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by District and in that case must be replaced by CONTRACTOR without delay.

**4. Strategic Alignment. Check one of the following boxes:**

- 4.1 ☐ **School-based Agreements:** How does this service support your academic goals and increase student achievement as described in the Board-approved School Site Plan? \_\_\_\_\_
- 4.2 ☒ **Central Office Agreements:** How does this service support the overall strategic goals of the department and increase student achievement? The service supports the department in meeting the health needs of our students through nursing coverage.

**5. Conduct of Contractor.** CONTRACTOR will adhere to the following staff requirements and provide AUSD with evidence of staff qualifications, prior to commencing the work under this Agreement and consistent with invoicing requirements outlined in Section 9, which include:

**5.1 Tuberculosis Screening. Check one of the following boxes:** See added Clause No. 34 on page 7.

- 5.1.1 ☐ TB Clearance will be completed through the AUSD Human Resources Department prior to starting work.
- 5.1.2 ☐ **Waiver of TB Screening.** CONTRACTOR is not required to provide evidence of TB Clearance because CONTRACTOR will not work directly with students on more than an occasional basis.  
\_\_\_\_\_(CONTRACTOR initials)  
\_\_\_\_\_(District Representative initials)

**5.2 Fingerprinting of Employees and Agents.** The fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by AUSD or acting as independent contractors of CONTRACTOR, who may have contact with AUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code Section 45122.1. CONTRACTOR further certifies that it has received and reviewed fingerprint results for each of its Employees and CONTRACTOR has requested and reviewed subsequent arrest records for all Employees who may come into contact with AUSD pupils in providing services to the District under this Agreement." See added Clause No. 34 on page 7.

- 5.2.1 ☐ Fingerprint Clearance will be completed through the AUSD Human Resources Department prior to starting work.

5.2.2 ☐ **Waiver of Fingerprint Requirement.** CONTRACTOR is not required to comply with section 7.2 because CONTRACTOR's services are of limited duration and District employees will directly supervise CONTRACTOR at all times that CONTRACTOR is in the presence of students.

\_\_\_\_\_(CONTRACTOR initials)

\_\_\_\_\_(District Representative initials)

5.3 **Removal of CONTRACTOR's Employee(s).** In the event that AUSD, in its sole discretion, at any time during the term of this Agreement, desires the removal of any CONTRACTOR related persons, employee, representative, or agent from an AUSD school site and/or property, CONTRACTOR shall immediately upon receiving notice from AUSD of such desire, cause the removal of such person or persons.

6. **Insurance.** CONTRACTOR will provide AUSD with evidence of the following insurance coverage prior to commencing the work under this Agreement:

6.1 **Workers' Compensation Insurance.** Check one of the following boxes. If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Check only one of the boxes below:

☒ The CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this Agreement.

☐ The CONTRACTOR does not employ anyone in the manner subject to the Workers' Compensation laws of California.

6.2 **General Liability Insurance.** CONTRACTOR shall maintain general liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to AUSD and shall name AUSD as an additional insured. Evidence of insurance is attached. Inclusion of AUSD as an additional insured shall not affect AUSD's right to a claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and AUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the insurer would have been liable if only one interest were named as an insured.

6.3 **Professional Liability Insurance.** If CONTRACTOR is offering AUSD professional advice under this Agreement, CONTRACTOR shall maintain errors and omissions insurance or professional liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

6.3.1 ☐ **Waiver of Insurance.** CONTRACTOR is not required to maintain any insurance under this Agreement. Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

\_\_\_\_\_(CONTRACTOR initials)

\_\_\_\_\_(District Representative initials)



7. **Notices.** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

**AUSD Representative:**

Name: Kirsten Zazo  
E-mail: kzazo@alameda.k12.ca.us  
Site/Dept: Student Services  
Address: 2060 Challenger Drive  
Phone: 510 337-7095

**CONTRACTOR:**

Name: RO Health, Rob LaFavor  
Title: AM  
Address: 4027 21st Ave. W, Suite 200  
Seattle, WA 98199  
Phone: 888 552-9775

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change in address. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.

8. **Invoicing.** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to AUSD. All amounts paid by AUSD shall be subject to audit by AUSD.

8.1 Invoice shall include but not be limited to: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, and total payment requested.

8.2 In addition, unless specifically waived by AUSD as set forth above, invoices from Agencies or Organizations must include evidence of compliance with section 7 herein.

9. **Licenses and Permits.** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

10. **Contractor Qualifications / Performance of Services.**

10.1 Contractor Qualifications. CONTRACTOR is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and regulations, as they may apply.

10.2 Standard of Care. CONTRACTOR represents that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of AUSD. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.


11. **Status of Contractor.** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of AUSD, and are not entitled to benefits of any kind or nature normally provided employees of AUSD and/or to which AUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent

contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work. AUSD's interest is only in the results obtained.

12. **Assignment.** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of AUSD.
13. **Anti-Discrimination.** It is the policy of AUSD that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and AUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractors. Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, or sexual orientation.
14. **Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on AUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to smoke or use drugs or alcohol on these sites.
15. **Indemnification.** CONTRACTOR agrees to hold harmless, indemnify, and defend AUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend AUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of the Agreement. This provision survives termination of this Agreement.  
CLIENT agrees to indemnify and hold harmless RO health, its officers and employees from all actions asserted in connection with the negligent performance of CLIENT, its officers and employees.
16. **Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of AUSD and cannot be used without AUSD's express written permissions. AUSD shall have all rights, title, and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of AUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes, or any other original works of authorships, or other documents prepared by CONTRACTOR or its subcontractors in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of AUSD.
17. **Waiver.** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.



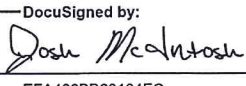
- 18. Termination.** AUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. AUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, AUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, AUSD may secure the required services from another contractor. If the cost to AUSD exceeds the cost of providing the services pursuant to the Agreement, CONTRACTOR shall pay the additional cost.
- 19. No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
- 20. AUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** AUSD may evaluate the CONTRACTOR's work in any way that AUSD is entitled to do so pursuant to applicable law. The AUSD's evaluation may include, without limitation:
- 20.1** Requesting that AUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
- 20.2** Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
- 21. Limitation of AUSD Liability.** Other than as provided in this Agreement, AUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall AUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
- 22. Confidentiality.** The CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agree to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. CONTRACTOR will be permitted access to student data only where permissible under state and federal law and only after executing AUSD's Confidentiality Agreement Regarding Student Data.
- 23. Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable AUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of AUSD to perform any service by this Agreement. CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to AUSD's attention in writing. Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of Section 1090 *et seq.* and Section 87100 *et seq.*, of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify AUSD of this information.

24. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
25. **Litigation.** This Agreement shall be performed in Alameda, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
26. **Agreement Contingent on Governing Board Approval.** The District shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval.
27. **Signature Authority.** Each party has the full power and authority to enter into and perform the Agreement and the person signing this Agreement on behalf of each party has been given the proper authority and empowered to enter into this Agreement.
28. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
29. **Incorporation of Recitals and Exhibits.** The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.
30. **Other.** Additional terms set forth in this paragraph 31- 35 must be approved by AUSD General Counsel:  
 (General Counsel initials)
31. **URGENT PERSONNEL REQUESTS.**  
If CLIENT requests personnel less than two (2) hours prior to the start of the shift, RO HEALTH shall bill CLIENT for the entire duration of the shift, as long as RO HEALTH personnel report for work within a reasonable period of time.
32. **SCHEDULED PERSONNEL CANCELATION.**  
If CLIENT modifies or cancels an order less than two (2) hours prior to the start of a shift, RO HEALTH will bill CLIENT for four (4) hours at the established hourly rate.
33. **PAYMENT FOR SERVICES.**  
RO HEALTH will submit invoices to CLIENT at the rates established on page 1 of this agreement every week for personnel provided to CLIENT during the preceding week.
- 33.1 Payment.  
Full payment for invoices is due within forty-five (45) days from the date of invoice. CLIENT shall send all payments electronically. In the event CLIENT is unable to make payments electronically, CLIENT shall remit payments to the address set forth on the invoice.
34. **FINGERPRINTING AND TB SKIN TEST CLEARANCES:** Employees of RO Health have obtained fingerprint and TB skin test clearances, which are on file with RO Health.
35. The following limitation(s) of AUSD liability shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the District or its officers, employees, agents, or volunteers and (2) the actions of the CONTRACTOR or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law.



## I. SITE

CONTRACTOR Josh McIntosh **Rob LaFavor** Josh McIntosh Director of Recruitment and Staffing  
 Print Name & Title: \_\_\_\_\_

CONTRACTOR Signature  Date: 3/3/2017  
DocuSigned by: EFA466BB68164EC...

## SOURCE OF FUNDS

Unrestricted Funds (general fund) \_\_\_\_\_ Donated Funds \_\_\_\_\_  
 Restricted Funds (categorical) \_\_\_\_\_ with Appropriate Director Approval: \_\_\_\_\_  
 (Director Signature)

Budget Code: 01-0039-0-0000-3140-5800-052-52-1089

 2.7.17  
 Requesting Administrator Date

FORWARD TO: Business Services Administrative Assistant for Processing

## II. HR

Human Resource Approval ☒ Yes ☐ No

 3/15/17  
 Signature of Human Resource Administrator Date

FORWARD TO: Business Services Administrative Assistant for Processing

## III. CABINET

- ☐ Superintendent, Sean McPhetridge ☐ General Counsel, Chad Pimentel  
☐ Chief Human Resources Officer, Tim Erwin ☒ Chief Business Officer, Shariq Khan  
☐ Chief Academic Officer, Steven Fong  
☐ Chief Student Support Officer, Kirsten Zazo

 3-20-17  
 Signature of Cabinet Member Date

## IV. BOARD

BOE Approval Required For Contracts Equal To Or Greater Than \$87, 800:

\_\_\_\_\_  
 Signature of President, Board of Education Date

\_\_\_\_\_  
 Signature of Secretary, Board of Education Date

# ALAMEDA UNIFIED SCHOOL DISTRICT

Excellence & Equity For All Students

## Instructions to Independent Contractors

*Contractors who are not corporations should complete this form and submit with other contract documents.  
Check all items that are true and correct. Contractor must inform Fiscal Services if business is converted into a corporation.*

### INDEPENDENT CONTRACTOR STATUS CHECKLIST

(Employee v. Independent Contractor)

Josh McIntosh

Independent

Contractor's Name: RO Health, Inc. LaFavor

Retired school employee?

☐ Yes

☒ No

Current school employee?

☐ Yes

☒ No

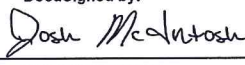
#### COMMON LAW FACTORS:

- ☐ **NO INSTRUCTIONS:** The worker will not be required to follow explicit instructions to accomplish the job. AUSD may provide job specifications, however.
- ☐ **NO TRAINING:** The worker will not receive training provided by AUSD. The worker will use independent methods to accomplish the work.
- ☐ **RIGHT TO HIRE OTHERS:** The worker is being hired to provide a result and will have the right to hire others to do the actual work/job.
- ☐ **WORK NOT ESSENTIAL TO AUSD:** AUSD's success or continuation does not depend on the services of the worker.
- ☐ **OWN WORK HOURS:** The worker will establish the work hours for the job.
- ☐ **NOT A CONTINUING RELATIONSHIP:** The worker will not have a continuing relationship with AUSD. If the relationship is frequent, it will be at irregular intervals, or call (no full-time), or whenever work is available.
- ☐ **CONTROL OF ASSISTANTS:** If assistants are hired, it will be at the worker's sole discretion. The worker will be responsible for hiring, supervising, and paying those assistants.
- ☐ **TIME TO PURSUE OTHER WORK:** The worker will have time to pursue other gainful work.
- ☐ **JOB LOCATION:** The worker will control the job location if work is performed on AUSD's premises; AUSD will not direct or supervise the work.
- ☐ **ORDER OF WORK:** The worker will determine the order and sequence in which the job will be performed.
- ☐ **BASIS OF PAYMENT:** The worker will be paid by the job or project, not by actual time expended. Periodic payments may be made, though, based on a percentage of the completed job. Also, overall compensation may be based on the projected number of days/hours needed to do the job times a fixed daily/hourly rate. However, this compensation will be set in advance of the job.
- ☐ **WORK FOR MULTIPLE FIRMS:** The worker may work for more than one firm or agency at a time.
- ☐ **BUSINESS EXPENSES:** The worker will be responsible for incidental or special business expenses.
- ☐ **OWN TOOLS/EQUIPMENT:** The worker will furnish the tools/equipment needed for the job. If AUSD leases equipment to the worker, the terms will be equivalent to what an independent business person could have obtained in the open market.



- ☐ **SIGNIFICANT INVESTMENT:** The worker can perform services without hiring AUSD's facilities (equipment, office furniture, machinery, etc.). The worker's investment in his/her trade is real, essential, and adequate.
- ☐ **SERVICES AVAILABLE TO GENERAL PUBLIC:** The worker makes his/her services available to the general public by (check one or more):
- ☐ Having an office and assistants
  - ☐ Advertising his/her services (e.g., business cards, letterhead, telephone book, other)
  - ☐ Having business signs
  - ☐ Having a business license
  - ☐ Listing services in a business directory
  - ☐ Other
  - ☐ (Attached copies of business license, business cards, letterhead, advertisements)
- ☐ **POSSIBLE PROFIT OR LOSS:** The worker can make a profit or a loss (check one or more):
- ☐ The worker hires, directs, and pays assistants
  - ☐ The worker has his/her own office, equipment, materials, or facilities
  - ☐ The worker has continuing and recurring liabilities
  - ☐ The worker has agreed to perform specific jobs for prices agreed upon in advance
  - ☐ The worker's services affect his/her own business reputation
- ☐ **LIMITED RIGHT TO DISCHARGE:** The worker cannot be fired so long as a result is produced which meets the contract specifications.
- ☐ **NO COMPENSATION FOR NON-COMPLETION:** The worker is responsible for the satisfactory completion of the job and is not entitled to compensation in case of non-completion.
- ☐ **NO INTERIM REPORTS:** The worker is hired for the final result, and therefore, the worker will be asked for progress or interim reports. (Note: Reports which are defined in the Independent Contractor Agreement as an expected final result of the agreement or which are required by state or federal law are part of the services contracted for and are not considered "interim" or "progress" reports.)

I, ~~Rob LaFavor~~ Josh McIntosh (contractor's printed name), certify that all the statements as checked above are true and correct according to the best of my knowledge.

Signature: DocuSigned by:  
  
EFA466BB68164EC...

ALAMEDA UNIFIED SCHOOL DISTRICT  
STANDARD AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of March, 2017 in the State of California, County of Alameda, by and between the **Alameda Unified School District**, hereafter referred to as District, and EasyTurf hereafter referred to as Contractor.

WITNESSETH: That Contractor for and in consideration of the covenants, conditions, agreements and stipulations of District hereinafter expressed, does hereby agree to furnish to District services and/or materials, as follows:

Scope of work:

WCDC: area #1 2,208 sq. ft. removal and disposal of grass and dirt.install Nutmeg Premium Turf.

install nailer board

area #2 2,203 sq. ft. removal and disposal of grass, dirt and wood chips. install Nutmeg Premium Turf.

install nailer board.

In consideration of the above services and/or materials, District agrees to pay to the Contractor the sum of \$ 56,976.45, upon completion of the work, delivery and receipt of invoice, except for any amounts the District disputes as owed.

Lead-time(s) Required: \_\_\_\_\_

Time for Completion of Work: The Contractor shall complete the Scope of Work no later than: May 31, 2017

The provisions on the following pages hereof, entitled **Terms and Conditions** constitute a part of this Agreement.

Contract Number: 1639 A

PWC Reg #: 1000006880 PWC-100 #: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date below

DISTRICT

Alameda Unified School District  
2060 Challenger Drive  
Alameda, CA, 94501  
Phone: (510) 337-7090  
Fax: (510) 337-7083

Robbie Lyng

Printed Name

*Robbie Lyng*

Signature

Date

Director MOF

Title

Approved:

Shariq Khan

Printed Name

*Shariq Khan 3-20-17*

Signature

Date

CBO

Title

CONTRACTOR

*[Signature]*

Authorized Signature

3/6/2017

Date

Steve Haber

Printed Name

CEO / President

Title

Easy Turf, Inc

Company Name

2750 La Mirada Dr

Address

Vista, CA 92081

City, State ZIP

(760) 745-7026

Phone Number

christea.colletti@

fieldturfcommercial.com

Email Address

27-2502420

Federal Employer ID Number

947142

License Number

Budget Code: 12-6105-0-8500-8500-6100-001-01-0000



## TERMS AND CONDITIONS

1. The contractor detailed on the front of this Agreement will hereinafter be referred to as Contractor. Alameda Unified School District will hereinafter be referred to as District.
2. The Contractor shall indemnify, defend and save harmless the District, its Board, agents and employees from any and all claims and losses accruing or resulting from any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.
3. The Contractor and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers, employees or agents of the District. The Contractor shall, in the performance of this Agreement, comply with all applicable federal, state and local laws and regulations, and shall secure and maintain in force, at Contractor's sole cost and expense, all licenses and permits as are required by law, in connection work and materials to be provided.
4. The District may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the District may proceed with the work in any manner deemed proper by the District and seek reimbursement from the Contractor. The cost to the District shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.
5. Without the written consent of the District, this agreement is not assignable by Contractor either in whole or in part.
6. Time is of the essence in this agreement. The failure to complete the Scope of Work in a timely manner shall be considered a material breach of this Agreement.
7. No alteration or variation of the terms or specification of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
8. The consideration to be paid Contractor, as provided herein, shall be the total compensation for all of Contractor's expenses, and costs incurred in the performance hereof, including travel per diem, unless otherwise so provided, in writing signed by the District..
9. All equipment, supplies and services sold to the District shall conform to the general safety orders, regulations and laws of the State of California.
10. The District reserves the right to withhold payment until this Agreement is completed and/or accepted by the District.

Item 11 X is \_\_\_\_\_ is not applicable to this Agreement.

11. Sections 1771 through 1775 of the Labor Code are hereby made part of this agreement as if written in its entirety herein. The Contractor also agrees to comply with all applicable provisions of the California Labor Code, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000).

12. A Certificate of Insurance is required that must include the following coverage:

(a) Liability Insurance (\$1,000,000/\$1,000,000/\$1,000,000 minimum).

(b) Worker's Compensation Insurance.

Contractor shall be responsible for carrying its own worker's compensation insurance. District shall not withhold or set aside state or federal income tax, FICA taxes, unemployment insurance, disability insurance, or any other federal or state taxes or payment whatsoever. Internal Revenue Service regulations require District to report all payments to individuals for consultant services. Contractor shall be responsible for the collection and payment of any and all sales and/or use taxes. It shall be the sole responsibility of Contractor to account for all of the above and Contractor agrees to hold District harmless for all liability for these taxes.

The Contractor shall name the District as an additional insured with respect to the above referenced liability insurance and shall provide the District with a Certificate of Insurance indicating such before any work under this Agreement is commenced.

13. Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Contractor must execute the Lead-Based Paint Certification, if applicable.

14. The District has a "NO SMOKING" policy at all sites. Contractor is responsible to make sure that no one smokes on school district property.

15. Contractor certifies that it has registered with the Department of Industrial Relations and is eligible to perform public works as required by Public Contracting Code Sections 1725.5 and 1771.1. Contractor acknowledges that failure to acquire and maintain its registration is grounds for termination of this Agreement.

16. It is the policy of the District that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, or religious creed, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

17. Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.


18. Neither this Agreement nor any duties or obligations hereunder shall be assignable by the Contractor without the prior written consent of District. In the event of an assignment by the Contractor to which District has consented, the assignee or his/her legal representative shall agree in writing with District to personally assume, perform, and be bound by the covenants, obligations, and agreements contained herein.



19. This Agreement may be signed in multiple counterparts, all of which shall be taken together as a single document. A facsimile signature constitutes an original and all evidentiary objections to same other than for authenticity of signature are waived.

### **PREVAILING WAGE CERTIFICATION**

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project.

Date: 3/6/2017  
Proper Name of Contractor: Easy Turf, Inc  
Signature:   
Print Name: Christina Colletti  
Title: Operations Manager

---


### **WORKERS' COMPENSATION CERTIFICATION**

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: 3/6/2017  
Proper Name of Contractor: Easy Turf, Inc  
Signature:   
Print Name: Christina Colletti  
Title: Operations Manager

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

## CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

\_\_\_\_\_ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

☒ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

\_\_\_\_\_ Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is

Name: Christina Colletti

Title: Operations Manager

☒ The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: 3/6/2017

Proper Name of Contractor: Easy Turf, Inc

Signature: 

Print Name: Christina Colletti

Title: Operations Manager

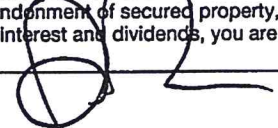


## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) <b>EasyTurf, Inc.</b>	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.) <b>2750 La Mirada Dr</b> City, state, and ZIP code <b>Vista, CA 92081</b> List account number(s) here (optional)	
Requester's name and address (optional)		

<b>Part I Taxpayer Identification Number (TIN)</b> Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.  <b>Note.</b> If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<b>Social security number</b> [ ][ ]-[ ][ ]-[ ][ ][ ][ ][ ][ ]  <b>Employer identification number</b> [2][7]-[2][5][0][2][4][2][0]
--	--

<b>Part II Certification</b> Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below).  <b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.  <b>Sign Here</b> Signature of U.S. person ▶  Date ▶ <b>1/23/17</b>
--

<b>General Instructions</b> Section references are to the Internal Revenue Code unless otherwise noted.  <b>Purpose of Form</b> A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to: 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.	<b>Note.</b> If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.  <b>Definition of a U.S. person.</b> For federal tax purposes, you are considered a U.S. person if you are: • An individual who is a U.S. citizen or U.S. resident alien, • A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, • An estate (other than a foreign estate), or • A domestic trust (as defined in Regulations section 301.7701-7).  <b>Special rules for partnerships.</b> Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.
---	--



## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return) <b>EasyTurf, Inc.</b>	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) <b>2750 La Mirada Dr</b> City, state, and ZIP code <b>Vista, CA 92081</b>	Requester's name and address (optional)
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

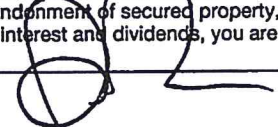
Social security number									
			-						
Employer identification number									
2	7	-	2	5	0	2	4	2	0

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here** Signature of U.S. person ▶  Date ▶ **1/23/17**

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business.

Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.





# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)  
02/02/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  Willis of Pennsylvania, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, NO, EXT):</b> 877-945-7378	<b>FAX (A/C, NO):</b> 888-467-2378
	<b>E-MAIL ADDRESS:</b> certificates@willis.com	
<b>INSURED</b>  EasyTurf, Inc. 2750 La Mirada Drive Vista, CA 92081	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> XL Insurance America, Inc.	
	<b>INSURER B:</b> Travelers Property Casualty Company of Am	
	<b>INSURER C:</b> Travelers Indemnity Company	
	<b>INSURER D:</b> The Charter Oak Fire Insurance Company	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:** 25201492**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		US00010327LI16A	5/1/2016	5/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY \$1,000 Coll Ded <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY \$1,000 Comp Ded			TJCAP823K312A16	9/28/2016	9/28/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			US00010615LI16A	5/1/2016	5/1/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	AOS TC2HUB823K310616	9/28/2016	9/28/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
D				** TROUB823K311816	9/28/2016	9/28/2017	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

WC Policies: AOS-covers all other states. \*\*--covers AZ, MA, OR, WI only.

Re: All Operations

Alameda Unified School District is included as an Additional Insured on the General Liability policy, as respects to the liability arising out of ongoing and completed operations required within the contract.

**CERTIFICATE HOLDER****CANCELLATION**

Alameda Unified School District 2060 Challenger Drive Alameda, CA 94501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/02/2017

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	INSURER(S) AFFORDING COVERAGE	
INSURED  EasyTurf, Inc. 2750 La Mirada Drive Vista, CA 92081	INSURER A: XL Insurance America, Inc.	NAIC# 24554-003
	INSURER B: Travelers Property Casualty Company of Am	25674-008
	INSURER C: Travelers Indemnity Company	25658-001
	INSURER D: The Charter Oak Fire Insurance Company	25615-001
	INSURER E:	
	INSURER F:	

**COVERAGES** **CERTIFICATE NUMBER: 25201492** **REVISION NUMBER:**

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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## CERTIFICATE HOLDER

## CANCELLATION

Alameda Unified School District 2060 Challenger Drive Alameda, CA 94501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  

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# **LEASE AGREEMENT**

**Between**

**ALAMEDA UNIFIED SCHOOL DISTRICT**

*And*

**GIRLS INC. OF THE ISLAND CITY**

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## **LEASE AGREEMENT**

Bay Farm, Earhart, Edison, Franklin, Lum and Otis (**SCHOOL SITE**)

THIS LEASE AGREEMENT ("Lease") is made on this 27<sup>th</sup> day of August 2013 ("Effective Date"), by and between the Alameda Unified School District, a California public school district ("District"), and Girls Inc. of the Island City ("Tenant").

### **RECITALS:**

**WHEREAS**, District owns that real property constituting the Bay Farm, Earhart, Edison, Franklin, Lum and Otis School sites, located in Alameda, California ("School Site"), which is further described on Exhibit "A" attached hereto;

**WHEREAS**, Tenant is a non-profit organization that desires to operate a before and afterschool program at the School Sites, and Tenant desires to lease a portion of the School Sites from the District for the purposes more particularly described in Exhibit "B" hereto ("Premises");

**WHEREAS**, District operates an Elementary school program at the School Sites;

**WHEREAS**, pursuant to Education Code section 17077.40 and section 17527, et seq., District is authorized to enter into joint use agreements "to make vacant classrooms or other space in operating school buildings available . . . to other school districts, educational agencies, except private educational institutions which maintain kindergarten or grades 1 to 12, inclusive, governmental units, nonprofit organizations, community agencies, professional agencies, commercial and noncommercial firms, corporations, partnerships, businesses, and individuals . . .";

**WHEREAS**, Education Code sections 17527 through 17538 authorize the governing board of any school district to enter into a lease for the joint use of operating school property if the joint use does not (1) interfere with the educational program or activities of the school, (2) unduly disrupt residents in the surrounding neighborhood, or (3) jeopardize the safety of school children;

**WHEREAS**, District, pursuant to section 17529 of the Education Code, has determined that permitting Tenant to jointly use the Premises will not (1) interfere with the educational programs or activities of any school or class conducted on the School Site, (2) unduly disrupt the residents in the surrounding neighborhood, or (3) jeopardize the safety of the children at the School Site;

**WHEREAS**, District desires to lease the Premises to Tenant upon the terms and conditions set forth herein; and

**WHEREAS**, the District's Governing Board ("Board") has authorized this Lease by its Resolution No. N/A.

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

**AGREEMENT:**

1. **LEASE OF PREMISES.** District does hereby lease to Tenant the Premises, including all improvements located thereon, , as shown in Exhibit "C" attached hereto.

2. **TERM.**

A. The term of the Lease shall be for the 2016-2017 school year, commencing on July 1, 2016 ("Commencement Date") and expiring on June 30, 2017 ("Term").

B. At District's sole discretion, this Lease may be extended on mutually agreed upon terms and conditions beyond the term described in section 2.A for an additional one (1) year term; provided the District can make the requisite Joint Use findings as required by the Education Code.

C. Notwithstanding anything to the contrary in this Lease, District shall have the right to terminate the Lease at any time if one or more of the School Sites are needed by the District for public school purposes, and the District shall give the tenant at least six (6) months advance notice of such termination.

D. This Lease is subject to the District's reservation of the use of the Premises daily from 7:00 am to 6:00 pm each school day. District and Tenant understand and agree that District's use of the Premises on short notice and on an "as-needed basis" is a material condition of this Lease. District shall have the absolute right, in its sole discretion, to use the Premises for all or any part of any day in which school is in session, providing that alternative on-site space is available that meets Tenant's licensing and enrollment requirements. District's right to use the Premises may be exercised by its giving Tenant either verbal or written notice at least five business days in advance of the time that District wishes to commence its use of the Premises. Tenant's failure to surrender the Premises in such circumstances shall constitute grounds for District's termination of this Lease.

3. **PURPOSE OF LEASE.** The purpose of this Lease is for District to provide Tenant the use of the Premises for operation of its before and after school program for children enrolled in Alameda Schools and who are between 4 and 12 years of age (the "Program").

4. **RENT.**

A. For and in consideration of the use of the Premises, Tenant shall pay a daily rate of nine hundred and thirty six dollars (\$936.00) total for all sites. This amounts to an annual total of fifty three thousand three hundred and fifty two dollars (\$52,352.00) for classrooms at six sites. Rent for the first month shall be due upon commencement of this Lease. Thereafter, rent shall be due on the first of each month until the expiration or termination of this Lease.



B. This Section left intentionally blank.

C. Tenant shall pay promptly to District, the monthly Rent on the first day of each month in advance during the Term of the Lease, without deduction, setoff, prior notice or demand.

D. The monthly installment of Rent will be adjusted annually based on usage, effective on July 1 of each year, for each succeeding year beyond the initial year.

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

## 5. SECURITY DEPOSIT.

A. Amount of Security Deposit. Upon execution of this Lease, Tenant shall deposit with District N/A Dollars (\$0.00), hereafter referred to as "Security Deposit."

B. Uses of Security Deposit. The Security Deposit shall secure the timely, full and faithful performance by Tenant of each term, covenant and condition of this Lease. If at any time Tenant shall fail to make any payment or fail to keep or perform any term, covenant or condition on its part to be made or performed or kept under this Lease, without waiving or releasing Tenant from any obligation under this Lease, District may, but shall not be obligated to use, apply or retain the whole or any part of the Security Deposit: (a) to the extent of any sum due to District; (b) to make any required payment on Tenant's behalf; and/or (c) to compensate District for any loss, damage, attorneys' fees or expense sustained by District due to Tenant's default, it being expressly understood that the Security Deposit shall not be considered an advance payment of Rent or a measure of District's damages in case of default by Tenant. In such event, Tenant shall, within five (5) days of written demand by District, remit to District sufficient funds to restore the Security Deposit to its original sum. No interest shall accrue on the Security Deposit. District shall not be deemed a trustee of the Security Deposit, and may commingle the Security Deposit with its other funds. Should Tenant comply with all the terms, covenants, and conditions of this Lease and at the end of the term of this Lease leave the School Site in the condition required by this Lease, then the Security Deposit, less any sums owing to District, shall be returned to Tenant within thirty (30) days after the expiration or earlier termination of this Lease and vacancy of the School Site by Tenant.

C. Impermissible Use of Security Deposit. Tenant may not apply the security deposit to any Rent due under this Lease. If District sells or assigns the leased premises, District shall have the right to transfer the security deposit to the new owner or assignee to hold under this Lease, and upon so doing District shall be released from all liability to Tenant for return of the Security Deposit.

6. DELIVERY AND CONDITION OF PREMISES.

A. Delivery. District shall deliver to Tenant on the Commencement Date the actual and possession of the Premises, clear of all tenancies and occupancies. If for any reason District cannot deliver possession of the Premises to Tenant on the Commencement Date, District shall not be subject to any liability therefore except as described in this section, nor shall District's failure to deliver the Premises affect the validity of this Lease or the obligations of Tenant hereunder or extend the term hereof, but in such case, Tenant shall not be obligated to pay any rent hereunder until possession of the Premises is tendered to Tenant.

B. Condition of Premises. The Premises are leased to Tenant on an "AS IS" basis. District shall not be required to make or construct any alterations including structural changes, additions or improvements to the Premises. By entry and taking possession of the Premises pursuant to this Lease, Tenant accepts the Premises in "AS IS" condition. Tenant acknowledges that neither the District nor District's agents have made any representation or warranty as to the suitability of the Premises to the conduct of Tenant's business. Any agreements, warranties or representations not expressly contained herein shall in no way bind either District or Tenant, and District and Tenant expressly waive all claims for damages by reason of any statement, representation, warranty, promise or agreement, if any, not contained in this Lease.

7. USE OF PREMISES.

A. Tenant shall use the Premises solely for the purpose of operating the Program. Tenant shall not use the Premises for any use other than that specified in section 3, this section, and Exhibit B without the prior written consent of the District. Tenant agrees to maintain the Premises and to conduct the Program in a manner that meets all federal, state and local regulations relating to the Premises and to the operation of the Program, and to comply with all federal, state and local laws, regulations and ordinances, now or hereafter enacted concerning the Premises, the use of the Premises, and/or the Program. The execution of this Lease shall be subject to the Tenant obtaining any and all permits or approvals which may be required in order for the Tenant to operate the Program on the Premises. Tenant shall obtain all requisite licenses before commencing operations and shall maintain all requisite licenses in force throughout the Lease Term. Tenant shall not use or permit the Premises to be used in whole or in part during the Term of this Lease for any purpose or use in violation of the laws or ordinances applicable thereto. Tenant shall indemnify, defend, and hold District harmless against any loss, expense, damage, attorneys' fees or liability arising out of failure of Tenant to comply with any applicable law, regulation, rule or ordinance. Tenant shall not commit or suffer to be committed, any waste upon the Premises, or allow any sale by auction upon the Premises, or allow the Premises to be used for any unlawful purpose, or place any loads upon the floor, walls or ceiling which



endanger the structure, or place any harmful liquids in the plumbing, sewer or storm water drainage system of the Premises. No waste materials or refuse shall be dumped upon or permitted to remain upon any part of the Premises except in trash containers designated for that purpose. Any uses that involve the serving and/or sale of alcoholic beverages and the conducting of games of chance are prohibited on the Premises. Tenant shall comply with the District-wide policy prohibiting the use of tobacco products on the Premises at all times. Tenant shall not use or permit the use of the Premises or any part thereof for any purpose that is inimical to public morals and welfare or morally objectionable as unsuitable for a public educational facility. Tenant agrees to immediately respond to concerns expressed by neighbors or District relating to the operation of the Premises.

B. If required, Tenant and all subtenants shall obtain a use permit from the City of Alameda for Tenant's use throughout the Term of this Lease. Tenant shall require all subtenants, licensees, and invitees, to use the Premises only in conformance with the permitted use and with applicable governmental laws, regulations, rules and ordinances.

C. Tenant represents that it is qualified to administer and operate the Program. Tenant shall be solely responsible for the administration and operation of the Program, including the hiring of all employees. Tenant shall be responsible for verifying the qualifications, credentials, certificates, and licenses of its staff, agents, consultants and/or subcontractors who may provide services in conjunction with Tenant's activities on the Premises.

D. Tenant shall vacate the premises during school fire drills.

#### 8. FINGERPRINTING AND CRIMINAL BACKGROUND VERIFICATION.

If Tenant uses any portion of the Premises during school hours, Tenant shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements for its employees described in Education Code section 45125.1, which may be met under the fingerprinting provisions of Title 22 of the California Code of Regulations and applicable provisions of the California Health and Safety Code relevant to community care facility licensing (Health & Safety Code, § 1500 et seq.). Tenant shall provide written verification of compliance with the aforementioned fingerprinting and criminal background investigation requirements to District prior to each individual's commencement of employment or participation in Tenant's Program and prior to permitting contact with any pupils.

#### 9. INDEMNIFICATION.

A. Tenant Indemnification. Tenant agrees to indemnify, reimburse, hold harmless, and defend District, its trustees, officers, employees and agents against any and all claims, causes of action, judgments, obligations or liabilities, and all reasonable expenses incurred in investigating or resisting the same (including reasonable attorneys' fees), on account of, or arising out of, the operation, condition, use or occupancy of the Premises and all areas appurtenant thereto or from the conduct of Tenant's Program or from any activity, work, or other things done, permitted or suffered by Tenant in or about the Premises. This Lease is made on



the express condition that District shall not be liable for, or suffer loss by reason of, injury to person or property, from whatever cause in any way connected with the condition, use or occupancy of the Premises specifically including, without limitation, any liability for injury to the person or property of the Tenant, its agents, officers, employees, licensees and invitees.

B. Further Tenant Indemnification. Tenant shall further indemnify, hold harmless, and defend District against and from any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Agreement, or arising from any act, omission or negligence of the Tenant, or any officer, agent, employee, guest, or invitee of Tenant, and from all costs, attorney's fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon. If any action or proceeding is brought against District by reason of such claim (regardless of whether a claim is filed), Tenant upon notice from District shall defend the same at Tenant's expense. Tenant shall give prompt written notice to District's Risk Manager in case of casualty or accidents in or on the Premises.

C. Costs to Enforce Indemnification. Any reasonable costs incurred (including filing fees, attorney's fees etc.) after providing written request for indemnification to the indemnifying party for indemnification shall be owed to the requesting party if it is determined the indemnification was owed. In addition the indemnifying party shall pay reasonable attorneys' fees and costs incurred to enforce the indemnity obligations of this agreement to the indemnified party.

## 10. INSURANCE.

A. Commercial General Liability Insurance and Auto Insurance. Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease a policy of commercial general liability insurance and a comprehensive auto liability policy insuring District and Tenant against claims and liabilities arising out of the operation, condition, use, or occupancy of the Premises and all areas appurtenant thereto, including parking areas. Tenant's comprehensive auto liability policy shall insure all vehicle(s), whether hired, owned or non-owned. Tenant's commercial general insurance shall be at least as broad as the Insurance Service Office (ISO) CG 00-01 form and in an amount of not less than Five Million dollars (\$5,000,000) for bodily injury or death and property damage as a result of any one occurrence and a Five Million dollar (\$5,000,000) general aggregate policy limit. In addition, Tenant shall obtain a products/completed operations aggregate policy in the amount of Two Million dollars (\$2,000,000) and a personal injury policy in the amount of One Million dollars (\$1,000,000). The insurance carrier, deductibles and/or self insured retentions shall be approved by District. The deductible/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 Tenant, its Board, officers, agents, employees, invitees and/or students.

B. Fire Insurance. During the term of this Lease, District shall maintain at its cost a policy of standard fire and casualty insurance limited to the value of the buildings and improvements located on the Premises as of the Commencement Date. In the event of loss or damage to the buildings, the leased Premises or any contents, each of the parties hereto, and all

persons claiming under each of the parties, shall look first to any insurance in its favor before making any claim against the other party, and to the extent possible without adding additional costs, each party shall obtain for each policy of insurance provisions permitting waiver of any claim against the other party for loss or damage within the scope of the insurance and each party, to the extent permitted, for itself and its insurers, waives all such insurance claims against the other party.

C. Workers' Compensation Insurance. During the term of this Lease, Tenant shall comply with all provisions of law applicable to Tenant with respect to obtaining and maintaining workers' compensation insurance.

D. Subtenant Insurance. During the term of this Lease, Tenant shall require any subtenant of all or any portion of the Premises to maintain in effect during the term of its sublease, insurance coverage equivalent to that required to be maintained by Tenant.

E. Tenant's Property Insurance. Tenant acknowledges that the insurance to be maintained by District on the Premises will not insure any of Tenant's property or improvements made by Tenant. Accordingly, Tenant shall, at its own expense, maintain in full force and effect an insurance policy on all of its fixtures, equipment, improvements made by Tenant and personal property in, about, or on the Premises. Said policy is to be for "All Risk" coverage insurance to the extent of at least ninety percent (90%) of the insurable value of Tenant's property.

F. Certificates of Insurance and Endorsements. Prior to the Commencement Date Tenant shall deliver to District a certificate of insurance evidencing the existence of the policies required hereunder and copies of endorsements stating that such policies shall:

- District; (i) not be canceled or altered without thirty (30) days prior written notice to
- thereto; (ii) insure performance of the indemnity set forth in Sections 9 and 29 D;
- (iii) state the coverage is primary and any coverage by District is in excess
- (iv) contain a cross liability endorsement; and,
- (v) include a separate endorsement naming District as an additional insured.

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

G. Insurance Limits, Rating of Insurers and Certificates. It is the intent of the parties that policy limits set herein shall be raised from time to time during the Term of this Lease to account for (i) increases in Annual Rent for the Premises, (ii) increases in the estimated full replacement cost of the Premises, and (iii) increases in the general marketplace insurance limits for tenancies as defined herein or sub-tenancies consistent with the provisions of this lease. Insurance is to be placed with insurers with a current A.M. Best Insurance rating of no less than



A-minus: VII and subject to the approval of District. Tenant shall furnish District with the original certificates and amendatory endorsements effecting coverage required.

H. Mutual Release. Except as set forth in this Lease, Tenant hereby releases the District, and its trustees, officers, agents and employees from any and all claims, demands, loss, expense or injury to the Premises or to the furnishings, fixtures, equipment, inventory or other personal property of Tenant in, about, or upon the Premises, which is caused by perils, events or happenings which are covered by the insurance required by this Lease or which are the subject of insurance carried by Tenant and in force at the time of loss. Tenant shall procure an appropriate clause in, or an endorsement to, all policies required by this Lease or any other insurance policy maintained by Tenant, pursuant to which the insurance company or companies waive subrogation or consent to a waiver of a right of recovery against the District.

#### 11. MAINTENANCE AND REPAIRS.

A. Tenant, at its cost, shall maintain the Premises and the interior of the facilities located thereon in a good condition consistent with the condition of the School Site existing at the time of delivery in accordance with applicable provisions of the Education Code, the implementing regulations and the District's policies and/or practices. Tenant acknowledges and accepts that the Premises are leased in "AS IS" condition.

B. District makes no representations or warranties for the structure of the building as it exists, but subject to the provisions of Section 12, District agrees that if the structural elements of the building become damaged to a lesser condition than currently exists, and if such structural damage is due to no fault or negligence of Tenant, then District will repair the damage in such a manner as to bring it back to a condition which is similar to the condition which exists at the time Tenant takes possession of the Premises; however, District may terminate this Lease if such repair cost exceeds twenty five thousand dollars (\$25,000) per incident. District agrees to pro-rate Tenant's rent during the "repair" period, if the resulting structural damage prohibits Tenant from carrying out its normal daily activities. If District elects not to perform a repair estimated to cost in excess of one hundred thousand dollars (\$100,000), then Tenant may elect to remain in possession of the Premises and pay the stipulated rent unless changed through mutual agreement of the parties or Tenant may elect to terminate this Lease.

C. District shall not be required to maintain, repair or replace the interior spaces including the interior surface of exterior walls. If District is required to perform maintenance that is not District's obligation, Tenant shall reimburse District, as additional rent, within fifteen (15) days after receipt of billing, for the cost of such maintenance and repairs which are the obligation of Tenant hereunder; provided, however, that Tenant shall not be required to reimburse District for the cost of repairs of the structural elements of the building unless such repair is required because of the negligence or willful misconduct of Tenant or its employees, agents, or invitees in which event necessary repairs or replacements shall be charged to Tenant, its agents or clients as additional rent.

D. As used in this Lease, the term "structural elements of the building" are defined as and shall be limited to the foundation, footings, floor slab but not flooring, structural walls



excluding glass and doors, and the roof excluding skylights. Plumbing, electrical and heating systems shall be considered "structural elements of the building" excluding, however, those repairs and maintenance items which can be completed without wall or floor removal in which case these repairs shall be the responsibility of the Tenant.

E. Except as expressly provided in above, Tenant shall, at its cost, maintain and repair the Premises including the windows, skylights, doors and all door hardware, the walls and partitions, ceilings and all other surfaces visible to public or Tenant and the electrical, plumbing, lighting, heating, ventilating and air conditioning systems in a condition similar to that which exists at the time Tenant takes possession of the Premises. The term "maintain and repair" shall be defined as routine, regular or necessary maintenance. If plumbing, heating, ventilating and electrical systems can be accessed without the removal of walls or floors, repairs and maintenance shall be the Tenant's responsibility. For example, Tenant will be responsible for toilet replacements and clogged toilets, while the District will be responsible for main sewer lines that are clogged, damaged or broken due to no fault of Tenant. Tenant shall have sole and complete responsibility for the cost of maintenance, repair and replacement of the air conditioning systems. District shall have no responsibility for the air conditioning systems.

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

## 12. ALTERATIONS AND IMPROVEMENTS.

A. With prior written approval of the District, Tenant may, at its sole cost and expense, construct or cause to be constructed on the Premises those improvements which Tenant deems necessary to the operation of its business provided such improvements are subject to local site, zoning, and design review and other required approvals and provided District has approved all such improvements.

B. Requirements. In regard to the improvements constructed on the Premises consistent with the provisions of this Lease, Tenant shall, prior to construction, major repair, renovation or demolition of any improvements on the Premises, obtain the prior written consent of District thereto and to the final plans, specifications, and schedule for completion thereof. Tenant shall also, prior to construction of any improvements, obtain written approval from District and the Division of the State Architect (DSA) for the improvements and their related costs. Said approval or disapproval must be expressly made by District in writing. Tenant agrees to deliver DSA's written approval to District within 10 days after Tenant's receipt. Tenant agrees not to proceed with any construction of improvements until Tenant has obtained District's and DSA's written approvals. District and Tenant recognize that such approvals may be completed in phases, such that Tenant initially requests conceptual approval and, if approved by District, then proceeds to draw the plans and specifications. District shall respond to Tenant with



said approval or disapproval within fifteen (15) days after District receives a written request with architectural plans and drawings from Tenant. District's approval shall be at District's sole and absolute discretion and District may withhold or disapprove of such improvements without reason. As a condition of such approval, District may require that Tenant agree to remove certain improvements and restore the Premises to its original condition upon expiration or earlier termination of this Lease, and/or provide District with adequate security for such removal.

C. Not less than fifteen (15) days prior to the construction, major repair, renovation or demolition of any improvements on the Premises, Tenant shall provide District with information regarding the contractor's financial condition and evidence to District's satisfaction that adequate funds to complete the improvements are committed and available or that completion has been otherwise adequately assured. Such assurances may include, in District's discretion, a completion guarantee. No construction shall commence until District has given Tenant written acceptance of such assurances.

D. Tenant shall give District fifteen (15) days prior written notice before commencing any work on the Premises so that District may post such notices of non-responsibility with respect thereto as District may deem appropriate.

E. Not less than fifteen (15) days prior to the construction, major repair, renovation or demolition of any improvements on the Premises, Tenant shall provide District with sufficient evidence that it has obtained all required approvals and permits for the work and that Tenant or Tenant's contractor(s) has in effect, with premiums paid, adequate casualty and liability insurance (including builder's risk) coverage and workers compensation that is satisfactory to District in its sole discretion.

F. Upon commencement of construction of any improvements, Tenant shall cause the work to be diligently pursued to completion in accordance with the schedule for completion approved by District, subject to unavoidable delays caused by weather, supply shortages, strikes or acts of God.

G. All work or improvements shall be performed in a sound and workmanlike manner, in compliance with all applicable laws and building codes, in conformance with the plans and specifications approved by District and DSA, if applicable, or any modifications thereto which have been approved in writing by District. If an improvement project requires the use of DSA-approved Inspector services, Tenant shall reimburse District for the costs related to said services.

H. District or District's agent shall have a continuing right at all times during the period that improvements are being constructed on the Premises to enter the Premises and to inspect the work provided that such entries and inspections do not unreasonably interfere with the progress of the construction. Tenant shall require its contractors who construct improvements on the Premises to reasonably cooperate with District or its agent in such inspections.

I. Within ninety (90) days after completion of construction of any work of improvement on the Premises, Tenant shall deliver to District two (2) full and complete sets of as-built plans for the work so completed.

J. Removal of Alterations. Upon the expiration or sooner termination of the Agreement, Tenant shall, upon written demand by District, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alterations, additions, or improvements made by Tenants, designated by District to be removed, and Tenant shall, forthwith and with all due diligence, at its sole cost and expense, repair any damage to the Premises caused by such removal.

13. CASUALTY DAMAGE.

A. In the event that any portion of the Premises are destroyed or damaged by an uninsured peril, District or Tenant may, upon written notice to the other, given within thirty (30) days after the occurrence of the damage or destruction, elect to terminate this Lease; provided, however, that either party may, within thirty (30) days after receipt of notice, elect to make the required repairs and/or restoration at that party's sole cost and expense, in which event this Lease shall remain in full force and effect, and the party having made the election to restore or repair shall thereafter diligently proceed with the repairs and/or restoration.

B. In the event the Premises are damaged or destroyed from any insured peril to the extent of fifty percent (50%) or more of the then replacement cost of the Premises, District or Tenant may, upon written notice, given to the other within thirty (30) days after the occurrence of the damage or destruction, elect to terminate this Lease. If neither party gives notice in writing within this period, District shall be deemed to have elected to rebuild or restore the Premises, in which event District shall, at its expense, promptly rebuild or restore the Premises to their condition prior to the damage or destruction. In the event the Premises are damaged or destroyed from any insured peril to the extent of less than fifty percent (50%) of the then replacement cost of the Premises, District shall at District's expense, promptly rebuild or restore the Premises to their condition prior to the damage or destruction.

C. In the event that, pursuant to the foregoing provisions, District is to rebuild or restore the Premises, District shall, within thirty (30) days after the occurrence of such damage or destruction, provide Tenant with written notice of the time required for such repair or restoration. If this period is longer than one hundred twenty (120) days from the issuance of a building permit, Tenant may, within thirty (30) days of receipt of District's notice, elect to terminate the Lease by giving written notice to District of this election, whereupon the Lease shall immediately terminate. The period of time for District to complete the repair or restoration shall be extended for delays caused by the fault or neglect of Tenant or because of acts of God, labor disputes, strikes, fires, freight embargoes, rainy or stormy weather, inability to obtain materials, suppliers or fuels, acts of contractors or subcontractors, or delays of contractors or subcontractors due to such causes or other contingencies beyond the control of District. District's obligation to repair or restore the Premises shall not include restoration of Tenant's trade fixtures, equipment, merchandise, or any improvements, alterations, or additions made by Tenant to the Premises.



14. DEFAULT.

A. Events of Default. A breach of this Lease shall exist if any of the following events (hereinafter referred to as "Event of Default") shall occur:

(i) Default in the payment when due of any installment of rent or other payment required to be made by Tenant hereunder, and the default shall not have been cured within ten (10) days after written notice from District;

(ii) Tenant's failure to perform any other term, covenant or condition contained in this Lease and the failure shall have continued for thirty (30) days after written notice of such failure is given to Tenant; however, should Tenant's default involve a serious risk to the safety of the students or an illegal use of the premises, such cure must occur immediately. In the event the District has notified Tenant of default on the same basis on two prior occasions, the period to cure shall be reduced to five (5) business days. On the fourth occasion of default, the District may dispense with a cure period and determine that Tenant is in material default and commence termination of this Agreement pursuant to Section 14.B.

(1) The vacating or abandonment of the Premises by Tenant before the expiration of the Lease Term.

(2) The failure by Tenant to utilize the premises for the sole purpose of operating of the Program as authorized by this Lease and the terms and conditions set forth herein.

(3) Revocation or non-renewal of Tenant's license, permits or other authorizations to operate its program.

(4) Failure to keep in effect insurance as required herein.

(5) The sequestration of, attachment of, or execution on, any substantial part of the property of Tenant or on any property essential to the conduct of Tenant's business, shall have occurred and Tenant shall have failed to obtain a return or release of the property within thirty (30) days thereafter, or prior to sale pursuant to such sequestration, attachment or levy, whichever is earlier;

(6) The Tenant or any guarantor of Tenant's obligations hereunder shall generally not pay its debts as they become due or shall admit in writing its inability to pay its debts;

(7) Any case, proceeding or other action against the Tenant or any guarantor of the Tenant's obligations hereunder shall be commenced seeking to have an order for relief entered against it as debtor, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property, and the case, proceeding or other action (i) results in the entry of an order for relief against it which is

not fully stayed within seven (7) business days after the entry thereof or (ii) remains undismissed for a period of forty-five calendar (45) days.

B. Remedies. Upon any Event of Default, District shall have the following remedies, in addition to all other rights and remedies provided by law, to which District may resort cumulatively, or in the alternative:

(i) Recovery of Rent. District shall be entitled to keep this Lease in full force and effect (whether or not Tenant shall have abandoned the Premises) and to enforce all of its rights and remedies under this Lease, including the right to recover rent and other sums as they become due, plus interest at the rate of Bank of America's or its successor's reference rate plus three percent (3%) per annum from the due date of each installment of rent or other sum until paid.

(ii) Termination. District may terminate this Lease by giving Tenant written notice of termination. On the giving of the notice all of Tenant's rights in the Premises shall terminate. Upon the giving of the notice of termination, Tenant shall surrender and vacate the Premises in the condition required under this Lease, and District may re-enter and take possession of the Premises and all the remaining improvements or property and eject Tenant or any of Tenant's subtenants, assignees or other person or persons claiming any right under or through Tenant or eject some and not others or eject none. This Lease may also be terminated by a judgment specifically providing for termination. Any termination under this section shall not release Tenant from the payment of any sum then due District or from any claim for damages or rent previously accrued or then accruing against Tenant. In no event shall any one or more of the following actions by District constitute a termination of this Lease:

- (1) maintenance and preservation of the Premises;
- (2) efforts to relet the Premises;
- (3) appointment of a receiver in order to protect District's interest hereunder;
- (4) consent to any subletting of the Premises or assignment of this Lease by Tenant, whether pursuant to provisions hereof concerning subletting and assignment or otherwise; or,
- (5) any other action by District or District's agents intended to mitigate the adverse effects from any breach of this Lease by Tenant.

(iii) Damages. In the event this Lease is terminated, District shall be entitled to damages in the following sums:

- (1) the worth at the time of award of the unpaid rent which has been earned at the time of termination; plus,



(2) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus,

(3) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; and,

(4) any other amount necessary to compensate District for all detriment proximately caused by Tenant's failure to perform Tenant's obligation under this Lease, or which in the ordinary course of business would be likely to result therefrom including, without limitation, the following: (i) expenses for cleaning, repairing or restoring the Premises; (ii) real estate broker's fees, reasonable advertising costs and other expenses of reletting the Premises; (iii) costs of carrying the Premises and insurance premiums thereon, utilities and security precautions; (iv) expenses in retaking possession of the Premises; (v) reasonable attorneys' fees and court costs; and, (vi) any unamortized real estate brokerage commission paid in connection with this Lease;

(5) the "worth at the time of award" of the amounts referred to in Subsections (a) and (b) of this section, is computed by allowing interest at the rate of Bank of America's or its successor reference rate plus three percent (3%) per annum. The "worth at the time of award" of the amounts referred to in Subsection (c) of this section is computed by discounting such amount at the discount rate of the Federal Reserve Board of San Francisco at the time of award plus one percent (1%). The term "rent" as used in this section shall include all sums required to be paid by Tenant to District pursuant to the term of this Lease.

15. LIENS. Tenant shall: (i) pay for all labor and services performed for, materials used by or furnished to Tenant or any contractor employed by Tenant with respect to the Premises; and, (ii) indemnify, defend and hold District and the Premises harmless and free from the perfection of any liens, claims, demands, encumbrances or judgments created or suffered by reason of any labor or services performed for, or materials used by or furnished to, Tenant or any contractor employed by Tenant with respect to the Premises; and, (iii) give notice to District in writing fifteen (15) days prior to employing any laborer or contractor to perform services related to, or receiving materials for use upon, the Premises; and, (iv) permit District to post a notice of non-responsibility in accordance with the statutory requirements of California Civil Code Section 3094 or any amendment thereof. In the event Tenant is required to post an improvement bond with a public agency in connection with the above, Tenant agrees to include District as an additional obligee.

16. INSPECTION OF PREMISES. Tenant agrees to provide District with a set of keys for emergency repairs. Tenant shall permit District and its agents to enter the Premises at any reasonable time for the purpose of inspecting the same, performing District's maintenance and repair responsibilities, or posting a notice of non-responsibility for alterations, additions, or repairs. In addition to the right granted to District under Section 12 to inspect improvements under construction on the Premises, District and its authorized agents and representatives shall have the right throughout the Term of this Lease to enter the Premises at all reasonable times

during usual business hours and upon reasonable notice for the purpose of inspecting the Premises or exhibiting them to prospective lessees or occupants.

17. HOLDING OVER. Should Tenant hold over in possession after the expiration of the original term or any extended term of this Lease, the holding over shall not be deemed to extend the term or renew the Lease, but the tenancy thereafter shall continue upon the covenants and conditions herein set forth at 150% (one hundred fifty percent) of the monthly rental (Holding Over Rent) of the last expiring term unless Tenant and District mutually agree to a different rental amount.

18. NOTICES. Any notices which either of the parties hereto is required or may desire to send or deliver to give to the other party, shall be mailed, certified mail, return receipt requested, postage prepaid, or delivered, with all charges prepaid, to such other party at the address listed below, or to such address as either party may designate to the other from time to time in writing.

District: Shariq Khan, CBO  
Alameda Unified School District  
2200 Central Avenue  
Alameda, CA 94501  
Attention: Chad Pimentel, General Counsel

Tenant:

The date of service of any notice mailed as aforesaid shall be deemed to be five (5) days after the date of such mailing, and the date of service of any notice hand delivered, as aforesaid, shall be deemed to be one (1) day after delivery thereof to the delivery service office.

19. ATTORNEYS' FEES. In the event either party shall bring any action or legal proceeding for damages for any alleged breach of any provision of this Lease, to recover rent or possession of the Premises, to terminate this Lease, or to enforce, protect or establish any term or covenant of this Lease or right or remedy of either party, the prevailing party shall be entitled to recover, as a part of the action or proceeding, reasonable attorneys' fees and court costs, including attorneys' fees and costs for appeal, as may be fixed by the court or jury. The term "prevailing party" shall mean the party who received substantially the relief requested, whether by settlement, dismissal, summary judgment, judgment, or otherwise.

20. ASSIGNMENT. The Tenant may not assign this Lease without District's consent and written approval. Any assignment of this Lease must be in writing and signed by District and Tenant. This Lease cannot be assigned during the first five years of the Lease Term. No assignment or transfer shall be effective until there shall have been delivered to District an agreement, or a duplicate original of such assignment containing an agreement, in recordable form, executed by the assignor and the proposed assignee whereby such assignee agrees, expressly for the benefit of District, to assume, keep and perform, and be bound by each and all of the covenants, conditions, restrictions and provisions herein contained on the part of Tenant, and any such assignment or transfer shall be subject to each and all of the covenants, conditions,



restrictions and provisions hereof. Any assignment in violation of this Section shall be void and of no effect. Tenant agrees that the District may assign any interest in this Lease, as required or desired at any time, provided that the assignment will not disturb the Tenant's possession and quiet enjoyment of the Premises.

21. SUCCESSORS. This Lease contains all of the covenants, agreements, representations and provisions thereof and shall inure to the benefit of and be binding upon the respective heirs, legal representatives, executors, administrators, successors and assigns of the parties hereto, except as provided in the preceding Section.

22. SURRENDER OF LEASE NOT MERGER. The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work a merger and shall, at the option of District, terminate all or any existing subleases or subtenancies, or operate as an assignment to District of any or all subleases or subtenancy.

23. WAIVER. The waiver by District or Tenant of any breach of any term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained shall not be deemed to be a waiver of the term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained.

24. GENERAL.

A. The captions and section headings used in this Lease are for the purposes of convenience only. They shall not be construed to limit or extend the meaning of any part of this Lease.

B. Time is of the essence for the performance of each term, covenant and condition of this Lease.

C. In case any one or more of the provisions contained herein, except for the payment of rent, shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Lease, but this Lease shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein. This Lease shall be construed and enforced in accordance with the laws of the State of California.

D. If Tenant is more than one person or entity, each such person or entity shall be jointly and severally liable for the obligations of Tenant hereunder.

25. SIGNS. Tenant shall at Tenant's cost have the right and entitlement to place Tenant's signs on the Premises, and otherwise to advertise its services, provided Tenant obtains the approval and consent of District. The approval and consent shall not be unreasonably withheld. Any signs shall be at Tenant's cost and in compliance with the local ordinances pertaining thereto. In connection with the placement of such signs, District agrees to cooperate with Tenant in obtaining any governmental permits which may be necessary. Throughout the Term of this Lease Tenant shall, at its sole cost and expense, maintain the signage and all appurtenances in good condition and repair. At the termination of this Lease, Tenant shall remove any signs that it



has placed on the School Site in which the Premises are located, and shall repair any damage caused by the installation or removal of those signs.

26. SURRENDER OF THE PREMISES. On the last day of the term hereof, or on sooner termination of this Lease, Tenant shall surrender to District the Premises and any then existing improvements in good order, condition and repair, reasonable wear and tear excepted, free and clear of all liens, claims and encumbrances. This condition shall be similar to that existing as of the Commencement Date of this Lease excepting normal ordinary wear and tear and any structural improvements made by District subsequent to the Commencement Date. This Lease shall operate as a conveyance and assignment to the District of any improvements identified by the District to remain on the School Site. Tenant shall remove from the Premises all of Tenant's personal property, trade fixtures, and any improvements made by Tenant which District agrees will be removed by Tenant. All property not so removed shall be deemed abandoned by Tenant. If the Premises are not so surrendered at the termination of this Lease, Tenant shall indemnify District against loss or liability resulting from delay by Tenant in so surrendering the Premises including, without limitation, any claims made by any succeeding Tenant or losses to District due to lost opportunities to Lease to succeeding tenants.

27. DISTRICT'S COVENANTS. The District covenants, warrants and represents that it has full right and power to execute and perform this Lease, and to grant the estate demised herein, and covenants that Tenant on paying rent as herein provided and performing the covenants hereof shall peaceably and quietly have, hold and enjoy the demised Premises and all right, easements, appurtenances and privileges belonging or in any way appertaining thereto, during the term of this Lease and any extension or renewal thereof.

28. HAZARDOUS MATERIALS. District and Tenant agree as follows with respect to the existence or use of Hazardous Materials on the Premises including any improvements made by Tenant.

A. Definition. As used herein, the term "Hazardous Materials" means any hazardous or toxic substance, material or waste that is or becomes regulated by any local governmental authority, the State of California or the United States Government. The term "Hazardous Materials" includes, without limitation, petroleum products, asbestos, PCB's, and any material or substance which is (i) defined as hazardous or extremely hazardous pursuant to Title 22 of the California Code of Regulations, Division 4.5, Chapter 11, Article 4, Section 66261.30 et seq. (ii) defined as a "hazardous waste" pursuant to Section (14) of the federal Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. (42 U.S.C. 6903), or (iii) defined as a "hazardous substance" pursuant to Section 10 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. (42 U.S.C. 9601). As used herein, the term "Hazardous Materials Law" shall mean any statute, law, ordinance, or regulation of any governmental body or agency (including the U.S. Environmental Protection Agency, the California Regional Water Quality Control Board, and the California Department of Health Services) which regulates the use, storage, release or disposal of any Hazardous Material.

B. Hazardous Materials. Tenant shall not cause or permit any Hazardous Material to be generated, brought onto, used, stored, or disposed of in or about the Premises and any

improvements by Tenant or its agents, employees, contractors, subtenants, or invitees, except for limited quantities of standard office, classroom and janitorial supplies (which shall be used and stored in strict compliance with Environmental Laws). Tenant shall comply with all Environmental Laws.

C. Responsibility of Tenant. From and after the commencement date, Tenant shall be solely responsible for all environmental matters affecting the Premises and any improvements. Tenant has been afforded the opportunity under the Option Agreement to enter the Premises during the option period for the purpose of conducting tests, engineering studies, to satisfy itself of the condition of the Premises with respect to Hazardous Materials. Without limiting the preceding sentence:

(i) Any handling, transportation, storage, treatment, disposal or use of Hazardous Materials in or about the Premises and any improvements by any person or entity shall be the responsibility of Tenant and shall strictly comply with all applicable Hazardous Materials Laws and the provisions of this Lease.

(ii) shall be the duty of Tenant to insure that the Premises and any improvements are at all times in strict compliance with all Hazardous Materials Laws and that all activities conducted in or about the Premises and improvements comply in every respect with all applicable Hazardous Materials Laws including, but not limited to, all notification, record keeping, and maintenance requirements of such Laws.

(iii) Tenant shall have and discharge all of the duties and obligations of the owner of the Premises and improvements under applicable Hazardous Materials Laws, including, but not limited to, response and remediation; and

(iv) Tenant shall be responsible for all liability to third parties who may be harmed or claim harm resulting from an environmental condition on or about the Premises and any improvements.

D. Indemnification. Tenant shall indemnify, defend upon demand with counsel reasonably acceptable to District, and hold harmless District and its trustees, agents and employees from and against any liabilities, losses, claims, damages, lost profits, consequential damages, interest, penalties, fines, monetary sanctions, attorneys' fees, experts' fees, court costs, remediation costs, investigation costs, and other expenses which result from or arise in any manner whatsoever out of the use, storage, treatment, transportation, release, disposal, or presence from any cause or source whatsoever of Hazardous Materials on or about the Premises and any improvements.

E. Tenant Action. If the presence of Hazardous Materials on the Premises and any improvements (from any source whatsoever) results in contamination or deterioration of water or soil resulting in a level of contamination greater than the levels established as acceptable by any governmental agency having jurisdiction over such contamination, and if the Tenant is responsible therefore under applicable law, then Tenant shall, at its sole cost and expense, promptly take any and all action necessary to investigate and remediate such contamination if



required by law or as a condition to the issuance or continuing effectiveness of any governmental approval which relates to the use of the Premises and any improvements or any part thereof. Tenant shall further be solely responsible for, and shall defend, indemnify and hold District and its agents harmless from and against, all claims, costs and liabilities, including attorneys' fees and costs, arising out of or in connection with any investigation and remediation required hereunder to return the Premises and any improvements to full compliance with all Hazardous Materials Laws.

F. Notice. District and Tenant shall each give written notice to the other as soon as reasonably practicable of (i) any communication received from any governmental authority concerning Hazardous Materials which relates to the Premises and any improvements, and (ii) any contamination of the Premises and any improvements by Hazardous Materials which constitutes a violation of any Hazardous Materials Law. Tenant and subtenants may use small quantities of household chemicals such as adhesives, lubricants, and cleaning fluids in order to conduct their business on the Premises and any improvements and such other Hazardous Materials as are necessary for the operation of their respective businesses of which District receives notice prior to such Hazardous Materials being brought onto the Premises and any improvements and to which District consents in writing. As a condition to its consent, District may require from Tenant or any subtenant additional security and/or indemnification against potential claims or losses resulting from the presence or use of such Hazardous Materials at or on the Premises and any improvements. At any time during the Term, Tenant shall, within thirty (30) days after written request therefore received from District, disclose in writing all Hazardous Materials that are being used by Tenant or subtenants on the Premises and any improvements, the nature of the use, and the manner of storage and disposal.

G. Monitoring Wells. In the event that District has reason to believe that Hazardous Materials may be present on the Premises and any improvements, District may require that, at Tenant's expense, testing wells be installed on the Premises and any improvements, at locations determined by District and Tenant, and may cause the ground water to be tested to detect the presence of Hazardous Materials by the use of such tests as are then customarily used for such purposes. Tenant shall comply promptly with any such request.

H. Survival. The obligations of Tenant under this Section shall survive the expiration or earlier termination of this Lease. The rights and obligations of District and Tenant with respect to issues relating to Hazardous Materials are exclusively established by this Section. In the event of any inconsistency between any part of this Lease and this Section, the terms of this Section shall control.

I. In the event that Tenant causes any Hazardous Materials to be released, spilled or otherwise exposed through its use and occupancy of the Premises, such as, but not limited to remodeling or other construction, Tenant shall be solely responsible for all costs associated with the proper handling, mitigation, remediation and disposal of the Hazardous Materials and all related cleanup.

29. PARKING. Tenant shall have non-exclusive use of any parking lot located on the School Site. Tenant shall not abandon any inoperative vehicles or equipment on any portion of the

School Site.

30. SUBLEASING. Tenant shall not have the right to sublease the Premises or any other portion of the School Site.

31. NO SUBORDINATION. Tenant agrees that District's fee interest shall at all times be and remain unsubordinated to any leasehold mortgage which may be imposed upon Tenant's leasehold interest hereunder or upon the improvements, and that nothing contained in this Lease shall be construed as an agreement by District to subject its fee interest to any lien. Nothing in this Section or in any other provision of this Lease shall be construed as an agreement by District to subordinate its fee interest in the Premises to any leasehold mortgage or other lien or right. No leasehold mortgage shall impair District from enforcing its rights and remedies herein or by law provided.

32. ENTIRE AGREEMENT. This Lease constitutes the entire understanding between the parties hereto and no addition to or modification of, any term or provision of this Lease shall be effective until set forth in writing signed by both District and Tenant.

33. COOPERATION WITH OTHER OCCUPANTS OF THE PROPERTY. It is understood and recognized by Tenant that the School Site, of which the Premises is a part, will be used by other parties, including District, and Tenant shall cooperate with the other parties in reaching amicable arrangements concerning such matters as use of the parking areas, playgrounds, policing of common areas, custodial services, and security measures.

34. SEVERABILITY. The provisions of this Lease are declared to be severable, and if any provision herein is invalidated by any court, the remaining provisions shall not be affected thereby and shall be fully enforceable, unless such enforcement would be unreasonable or inequitable under all the circumstances or would frustrate the purposes of this Lease.

35. JURISDICTION AND VENUE. This Lease has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Lease shall be determined and governed by the laws of the State of California. To the fullest extent permitted by California law, the county in which the School Site is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Lease.

IN WITNESS WHEREOF, District and Tenant have executed this Lease, through their respective officers or representatives, duly authorized, as of the day and year shown below.

District:  
Alameda Unified School District,  
a California public school district

Tenant:

By: Sharig Khan

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

Name: SHARIG KHAN

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

Title: CBO

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

Attachments:  
Exhibit "A"  
Tenant space specified

Exhibit "B"  
Definition of tenant program



## Exhibit A

### **Designated Rooms/Portables:**

Bay Farm Elementary Multi-Purpose Room (shared space)

Earhart Elementary Room 56

Edison Elementary Room 1

Franklin Elementary Multi-Purpose Room

Lum Elementary Multi-Purpose Room (shared space)

Otis Elementary Room 116

### **Shared Rooms:**

Bay Farm Elementary (Room 2 as a back-up space.)

Earhart Portable Room 57

Edison Elementary Multi-Purpose Room

Franklin Elementary Room 16

Lum Elementary Room 2 and 1 (back-up space)

Otis Elementary Multi-Purpose Room

## Exhibit B



Girls Incorporated  
of the Island City

## About Us

Girls Inc. of the Island City is a local affiliate of the national nonprofit organization Girls Inc.

Since its founding in 1964, Girls Inc. of the Island City has provided the only youth development services just for girls in Alameda. We recognize that gender stereotyping still limits girls' potential.

In April 1964, our program was incorporated as Alameda Girls' Club, Inc., in 1965 Alameda Girls' Club affiliated with Girls' Clubs of America. In 1990, Girls Clubs of America became Girls Inc. In 1996, Alameda Girls' Club became Girls Incorporated of the Island City. Offering girls programs that are designed to be hands-on and interactive in order to encourage each girl to take risks and gain a sense of her own power and strength. Read more about [our local Herstory](#).

### OUR VISION

Our vision for society is empowered girls and an equitable society.

Our vision for the organization is to be recognized as the premier organization that empowers all girls to realize their potential and exercise their rights.

### OUR MISSION

Our mission is to inspire all girls to be strong, smart, and bold(SM) through innovative programs, activities, and advocacy.

### OUR VALUES

Our values encompass:

- Access for all girls to Girls Inc. of the Island City programs
- Gender equity through compensatory programs
- Multicultural and global understanding
- Teamwork and conflict resolution
- Independence and self reliance
- Healthy choices
- Leadership development
- Service learning
- Safe physical and emotional space
- Girls' Rights (View our [Girls' Bill of Rights](#))

At Girls Inc., girls are challenged to explore science, math and computers; examine how money is earned and invested; and to ask questions about themselves and the world in which they live. Our nationally recognized programming is designed to be hands-on and interactive in order to encourage each girl to take risks and gain a sense of her own power and strength.





ALAMEDA UNIFIED SCHOOL DISTRICT  
BOARD AGENDA ITEM

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**Item Title:** Resolution No. 2016-2017.64 Approval of Budget Transfers, Increases, Decreases

**Item Type:** Consent

**Background:** After the adoption of the proposed budget for the fiscal year, it is often necessary to make budgetary transfers and revisions. Budget transfers allow budget managers to redistribute funds as needs and plans change. Budget revisions allow the District to increase or decrease funds based on entitlements and grants actually received by the District.

**Goals:** Routine Matter

**Fund:** General Fund

**Fund Codes:**

**Fiscal Analysis**

**Amount (Savings) (Cost):** Will increase revenues and expenditures in the District in the amount of \$55,318.72

**Department Budget:** Various

**Recommendation:** Approve as submitted.

**AUSD Guiding Principle:** #5 - Accountability, transparency, and trust are necessary at all levels of the organization.| #6 - Allocation of funds must support our vision, mission, and guiding principles.| #7 - All employees must receive respectful treatment and professional support to achieve district goals.

**Submitted By:** Shariq Khan, Chief Business Officer

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**ATTACHMENTS:**

Description	Upload Date	Type
❑ Attachment A	3/21/2017	Backup Material
❑ 2016-2017.64	3/21/2017	Resolution Letter

**BUDGET REVISIONS**

(Budget Revisions affect Fund Balance;  
Amounts are either added or subtracted from Fund Balance)

<b>School/Dept</b>	<b>Description</b>	<b>Amount</b>
Alameda	Donations	\$ 2,466.00
Bay Farm	Donations	\$ 843.00
Earhart	Donations	\$ 1,000.00
Edison	Donations	\$ 409.69
Encinal	Donations	\$ 1,275.35
Haight	Donations	\$ 3,000.00
Otis	Donations	\$ 40,106.68
Ruby Bridges	Donations	\$ 550.00
WCDC	Donations	\$ 220.00
Wood	Donations	\$ 5,448.00

**Total Donations \$ 55,318.72**

**ALAMEDA UNIFIED SCHOOL DISTRICT**

*Alameda, California*

**Resolution**

Approval of Budget Transfers, Increases, Decreases

March 28, 2017

**Resolution No. 2016-2017.64**

*WHEREAS*, the state statutes require budget appropriations to be adopted by the Board of Education in the following object codes:

1000	Certificated Salaries
2000	Classified Salaries
3000	Employee Benefits
4000	Books and Supplies
5000	Services and Other Operating Expense
6000	Capital Outlay
7000	Other Sources and Uses

*AND, WHEREAS*, the Board of Education desires to change the adopted appropriations;

**NOW, BE IT RESOLVED** that the changes be made to the adopted appropriations as per Attachment A.

**PASSED AND ADOPTED** by the following vote this 28th day of March, 2017:

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

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

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

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Gary K. Lym,  
President Board of Education  
Alameda Unified School District

ATTEST:

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

Sean McPhetridge, Secretary  
Board of Education  
Alameda Unified School District

ALAMEDA UNIFIED SCHOOL DISTRICT  
BOARD AGENDA ITEM

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**Item Title:** Season for Non-Violence Daily Reading (5 Mins/Information)

**Item Type:** Information

**Background:** A Season for Nonviolence is a national 64-day educational, media, and grassroots campaign dedicated to demonstrating that nonviolence is a powerful way to heal, transform, and empower our lives and our communities. Inspired by the memorial anniversaries of Mahatma Gandhi and Dr. Martin Luther King, Jr., this international event starts January 30 and ends April 4, and, thus, honors their vision for an empowered, non-violent world.

Since 1996, the County of Alameda and the City of Alameda have partnered with AUSD to create the Alameda Collaborative for Children, Youth, and their Families (ACCYF). Moreover, ACCYF each year helps to support a city-wide speech contest.

Daily readings are just one of the highlighted activities practiced during the season. AUSD schools have been provided materials by which teachers and administrators integrate these daily readings to the school day. Today's reading is based on the principle of peace.

**Peace**

Living with Peace inside us spreads to all around us. Choose to meet each day with an intention for peace.

“Without peace within, peace in the world is an empty wish.”

Paul Ferrini

**Goals:** Routine Matter

**Fund:**

**Fund Codes:**

**Fiscal Analysis**

**Amount (Savings) (Cost):**

**Department Budget:**

**Recommendation:** This item is presented for information only.

**AUSD Guiding Principle:**

**Submitted By:** Steven Fong, Chief Academic Officer

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ALAMEDA UNIFIED SCHOOL DISTRICT  
BOARD AGENDA ITEM

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**Item Title:** Alameda Unified School District “Sunshine” Reopener Proposals to CSEA, Chapter 860 (CSEA 860) (5 Mins/Public Hearing/Information)

**Item Type:** Public Hearing/Information

**Background:** California School Employees Association, Chapter 860 (CSEA 860) is the exclusive representative for AUSD’s maintenance, facilities, and food service staff. Last year, CSEA 860 and AUSD agreed to a collective bargaining agreement (CBA) running through June 2018. As part of that agreement, each year CSEA 860 and AUSD may reopen the Pay and Allowances article plus two other articles for renegotiation. This item sets out AUSD’s chosen reopener articles.

The Educational Employment Relations Act (EERA; Government Code Section 3540 et seq.) provides for and establishes requirements for collective bargaining between public school employers and exclusive representatives of certificated and classified employees. The EERA obligates public school employers and exclusive representatives to “sunshine” their initial negotiating proposals to the public and to provide an opportunity for public expression on such proposals. This item is also provided in order to meet AUSD’s sunshine obligation. CSEA 860's chosen articles will be sunshined in a separate agenda item.

In accordance with Board Policy 4143, the Board recognizes its responsibilities to represent the public's interests in the collective bargaining process, keep the public informed about issues being negotiated, and provide members of the public an opportunity to express their views on all initial contract proposals.

**Goals:** Meet statutory requirement.

**Fund:**

**Fund Codes:**

**Fiscal Analysis**

**Amount (Savings) (Cost):**

**Department Budget:**

**Recommendation:** This item is presented for information and will return to the Board for approval at a subsequent meeting.

**AUSD Guiding Principle:** #5 - Accountability, transparency, and trust are necessary at all levels of the organization.| #6 - Allocation of funds must support our vision, mission, and guiding principles.| #7 - All employees must receive respectful treatment and professional support to achieve district goals.

**Submitted By:** Timothy Erwin, Chief Human Resources Officer

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**ATTACHMENTS:**

	<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
▣	AUSD Sunshine to CSEA 860	3/22/2017	Backup Material



**Alameda Unified School District  
Sunshine Proposal for Reopener Agreement with  
California School Employees Association Chapter 860**

**March 28, 2017**

**District Sunshine Proposal**

Consistent with the relevant provisions of the Educational Employment Relations Act (Government Code section 3540 *et seq.*), including Section 3547 of the Government Code, the Alameda Unified School District (“District”) sunshines the following initial proposals for its reopener provisions in its collective bargaining agreement with California School Employees Association Chapter 860. The District’s governing board will hold a public hearing on the initial proposals at its March 28, 2017 meeting. The board will vote on whether to adopt the initial proposals at its April 25, 2017 meeting

**1. Article 11: Pay and Allowances**

The District proposes negotiating the pay and allowances outlined in Article 11 and its related appendices in order to maintain fiscal solvency while balancing the District’s interest in attracting and retaining a competitive workforce.

**2. Article 18: Employee Expenses and Materials**

The District proposes to update this article to ensure that the District and its employees equitably share the responsibility to maintain District equipment.

ALAMEDA UNIFIED SCHOOL DISTRICT  
BOARD AGENDA ITEM

---

**Item Title:** CSEA, Chapter 860 (CSEA 860) "Sunshine" Reopener Proposals to the District (5 Mins/Public Hearing/Information)

**Item Type:** Public Hearing/Information

**Background:** The Educational Employment Relations Act (EERA; Government Code Section 3540 et seq.) provides for and establishes requirements for collective bargaining between public school employers and exclusive representatives of certificated and classified employees. The EERA obligates public school employers and exclusive representatives to “sunshine” their initial negotiating proposals to the public and to provide an opportunity for public expression on such proposals. California School Employees Association, Chapter 860 (CSEA 860) provided this item in order to meet its sunshine obligation.

**Goals:**

**Fund:**

**Fund Codes:**

**Fiscal Analysis**

**Amount (Savings) (Cost):**

**Department Budget:**

**Recommendation:**

**AUSD Guiding Principle:** #5 - Accountability, transparency, and trust are necessary at all levels of the organization.

**Submitted By:** Timothy Erwin, Chief Human Resources Officer

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**ATTACHMENTS:**

Description	Upload Date	Type
☐ CSEA 860 Sunshine to AUSD	3/21/2017	Backup Material

## **Alameda Chapter 860 Initial Proposal for Reopener**

The California School Employees Association and its Alameda Chapter 860 have an interest in looking at the following articles for reopener 2017:

### **Article 11 – Pay and Allowances** **and Chapter 860**

CSEA has an interest in a fair and equitable salary increase and ensure that all employees are receiving the same increase during the duration of our Contract.

ALAMEDA UNIFIED SCHOOL DISTRICT  
BOARD AGENDA ITEM

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**Item Title:** Update: Homework Workgroup (20 Mins/Information)

**Item Type:** Information

**Background:** This item provides a brief update on the status of the Homework Workgroup and includes an overview of logistics and next steps.

**Goals:** Routine Matter

**Fund:** N/A

**Fund Codes:**

**Fiscal Analysis**

**Amount (Savings) (Cost):** N/A

**Department Budget:** N/A

**Recommendation:**

**AUSD Guiding Principle:** #1 - All students have the ability to achieve academic and personal success.

**Submitted By:** Steven Fong, Chief Academic Officer

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**ATTACHMENTS:**

Description	Upload Date	Type
□ Homework Workgroup Update	3/20/2017	Presentation

# **Update: Homework Workgroup**

**March 28, 2017**

**Teaching and Learning  
Educational Services**

# Workgroup Overview

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- Formed following community interest in reviewing district homework policies and practices.
- Will meet monthly beginning in April 2017 (no meetings will be held during the months of July/August) and will bring together representatives from multiple stakeholder groups.
- Meetings will continue into the 2017-18 academic school year.

# Background

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- Parent/Guardian feedback and Board of Education input prompts presentation to BOE
- 3.22.16 Update on Current AUSD Homework Policies and Practices
- 9.27.16 Follow-up and recommended next steps for AUSD
- 2.22.17 Review of Draft Homework Workgroup logistics by AEA/AUSD Academic Committee



# Goals

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- Gather data and conduct analysis of the homework experience in AUSD
  - Survey teachers, students, and families to examine their views and experiences with homework
  - Review site homework policies to assess alignment across sites, consistency within sites, and adherence to stated district and site policies
  - Review research summaries and examples of policies from other districts
- Develop policy recommendations to be presented to the Superintendent.

# Composition

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- 6 classroom teachers
- 2 non-classroom teachers representing Special Education and English Learners
- 5 parents/guardians
- 3 students
- 2 site administrators
- 3-4 district administrators
- Workgroup members will be selected to maximize representation of school sites, grade levels, and content areas.
- Parent/guardian members with experience as educators and teachers who have current/past students in Alameda Unified will be prioritized to maximize workgroup members with dual experience.

# Timeline

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- 3.13.17 Application for Homework Workgroup made available
- 3.24.17 Applications due
- 3.28.17 Applicants notified
- April 2017 Convene Workgroup
- Ongoing Develop Survey, Review Research/Policies

# Additional Stakeholder Engagement

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- Reports to Board of Education
- Engagement of Academic Committee
- Engagement of sites (via administrators, PTA Council, LCAP Parent/Advisory Committee)
- Town hall event to share progress and gather input
- (As needed) Additional survey(s)

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# Questions?