

BOARD OF EDUCATION AGENDA

REGULAR MEETING

August 8, 2023 - 5:30 PM

Alameda City Hall - Council Chambers

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 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. For members of the public who are unable to log in or attend in person, please send public comments related to Closed Session agenda items to: publiccomments@alamedaunified.org. Public comments received prior to 5:00 PM on August 7, 2023 will be distributed to the Board of Education prior to the meeting.

To join the Zoom meeting in order to make a public comment on Closed Session Agenda Items only:

Remote Participation via Standard Telephone Call

Call **669-900-9128** and enter the Meeting ID listed at the top of the agenda. Dial *9 to raise your hand when you wish to speak on an item and dial *6 to unmute once you have been called to speak.

Zoom Registration Link: <https://alamedaca->

gov.zoom.us/webinar/register/WN_LxU07bNWRqa7BbaGnCXAsw

For Telephone Participants:

Zoom Phone Number: 669-900-9128

Zoom Meeting ID: 892 1582 9256

2. Adjourn to Closed Session - 5:30 PM - Board Members will meet privately in Room 391 at City Hall for Closed Session. Any action taken during Closed Session will be reported out under "Closed Session Action Report."

Conference with Labor Negotiators - Pursuant to Subdivision 54957.6:

Agency designated representative: Timothy Erwin, Assistant Superintendent, Human Resources for AUD:

Employee organizations: Alameda Education Association (AEA), California School Employees Association Chapter 27 (CSEA 27), California School Employees Association Chapter 860 (CSEA 860) and Executive Cabinet/Administrative and Supervisory/Confidential/Licensed/Unrepresented.

Conference with Legal Counsel Regarding Existing Litigation (Govt. Code §54956.9, subd. (d) (1) Agency designated representative: William Tunick, Attorney from Dannis Woliver Kelley (DWK) (One case):

1) Traiman v. Alameda Unified School District: Case No. RG20061550 (Alameda County Superior Court)

3. *****

Reconvene to Public Session - 6:30 PM -City Council Chambers

Alameda Unified School District encourages public participation in person or remotely.

In Person Participation

Meeting locations are listed at the top of the agenda.

A speaker slip must be submitted to speak on any item in person.

Remote Participation via Zoom on a Computer/Smart Phone/Device

Ensure you are using the most current version of the Zoom app or an updated web browser. Certain functionality may be disabled if the app or browser are not updated.

Register using the link below. Click "raise hand" when you wish to speak on an item and click "unmute" once you have been called to speak.

Remote Participation via Standard Telephone Call

Call **669-900-9128** and enter the Meeting ID listed at the top of the agenda. Dial *9 to raise your hand when you wish to speak on an item and dial *6 to unmute once you have been called to speak.

Zoom Registration Link: https://alamedaca-gov.zoom.us/webinar/register/WN_LxU07bNWRqa7BbaGnCXAsw

For Telephone Participants:

Zoom Phone Number: 669-900-9128

Zoom Meeting ID: 892 1582 9256

**To view the live stream of the public meeting at 6:30pm,
please visit the City of Alameda's Live Video Broadcast page.**

4. Call to Order - 6:30pm - City Council Chambers - Introduction of Board Members and Staff
5. Pledge of Allegiance - Board of Education President Heather Little will lead the Pledge of Allegiance
6. Closed Session Action Report

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. Minutes from the May 9, 2023 Regular Board Meeting will be considered (5 Mins/Action)

D. COMMUNICATIONS

1. Public Comments - Participants who would like to make comments can join the meeting in person (Regular Board of Education meetings are held in City Hall - 2263 Santa Clara Avenue) or from their computer, tablet or smartphone. The Board President will announce the opportunity for public comment on items that are not on the agenda but are under the Board's jurisdiction. Speakers may fill out a speaker slip (for in person public comments) or use the "raise your hand" feature to make comments via Zoom. Speakers will be allowed to make their statement for up to 2 minutes, depending on the number of speakers who wish to make a comment. Once the Board starts their discussion, additional public comments will not be accepted. If a member of the public is unable to join the meeting via Zoom, they may send their public comment to: publiccomments@alamedaunified.org. Emails received by 5:00 PM on Monday, August 7, 2023 will be distributed to Board members prior to the meeting.
2. Written Correspondence - Written correspondence regarding an agenda item that is distributed to a majority of Board Members is shared.
3. 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) (5 Mins Each/Information).
4. PTA Council Report - Representatives from the District's PTA Council group 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. (5 Mins/Information)
5. Board Members' Report - 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. (5 Mins Each/Information)
6. 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.

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 Courses for 2023-24 School Year: Alameda Adult School
6. Approval of Facilities Bond Measure I and Measure B Contracts (Standing Item)
7. Approval of Local Early Access Program (LEAP) for the 2023-2024 School Year
8. Approval of Quarterly Report on Williams Uniform Complaints
9. Approval of Special Education Local Plan Area Master Contracts
10. Approval of Transitional Kindergarten (TK) Curriculum
11. Approval of Updated Safety and Security Standards
12. Ratification of Contracts Executed Pursuant to Board Policy 3300
13. Resolution No. 2023-2024.01 Approval of Budget Transfers, Increases, Decreases
14. Resolution No. 2023-2024.02 Authorization to Dispose of Surplus Property
15. Resolution No. 2023-2024.03 Adoption of Notice of Exemption Pursuant to California Code of Regulations, Title 14, Section 15302 Relating to Alameda Unified School District's Donald D. Lum School Demolition and Portables Placement Project
16. Resolution No. 2023-2024.04 Approval of Notice of Completion: ACLC-Nea Perimeter Fencing & Modernization
17. Resolution No. 2023-2024.05 Approval of Notice of Completion: Paden Outdoor Garden Classroom
18. Resolution No. 2023-2024.06 Appointing Co-Chairs and Members of the Pupil Disciplinary Hearing Panel(s) for the 2023-24 School Year

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. Development of a New Three-Year Local Control and Accountability Plan (LCAP) (20 Mins/Information)
2. Consideration and Approval of Amendment to the Superintendent's Employment Agreement (5 Mins/Action)

G. ADJOURNMENT

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Adjourn to Closed Session - 5:30 PM - Board Members will meet privately in Room 391 in City Hall for Closed Session. Any action taken during Closed Session will be reported out under "Closed Session Action Report."

Item Type:

Background: Adjourn to Closed Session - 5:30 PM - Board Members will meet privately in Room 391 at City Hall for Closed Session. Any action taken during Closed Session will be reported out under "Closed Session Action Report."

Conference with Labor Negotiators - Pursuant to Subdivision 54957.6:
Agency designated representative: Timothy Erwin, Assistant Superintendent,
Human Resources for AUSD:

Employee organizations: Alameda Education Association (AEA),
California School Employees Association Chapter 27 (CSEA 27),
California School Employees Association Chapter 860 (CSEA 860)
and Executive Cabinet/Administrative and
Supervisory/Confidential/Licensed/Unrepresented.

Conference with Legal Counsel Regarding Existing Litigation (Govt. Code §54956.9, subd. (d) (1) Agency designated representative: William Tunick, Attorney from Dannis Woliver Kelley (DWK) (One case):

1) Trainman v. Alameda Unified School District: Case No. RG20061550
(Alameda County Superior Court)

AUSD LCAP Goals: 1. Eliminate barriers to student success and maximize learning time.

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost):

Recommendation:

AUSD Guiding Principle:

Submitted By:

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Minutes from the May 9, 2023 Regular Board Meeting will be considered (5 Mins/Action)

Item Type: Action

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.

Minutes coming to the Board for approval are:

- May 9, 2023 Regular Board Meeting

AUSD LCAP Goals:

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost):

Recommendation: Approve as submitted.

AUSD Guiding Principle:

Submitted By: Kerri Lonergan, Senior Executive Assistant to the Superintendent and Board of Education

ATTACHMENTS:

Description	Upload Date	Type
☐ Unadopted minutes from May 9, 2023	8/7/2023	Backup Material

BOARD OF EDUCATION MEETING
May 9, 2023
Regular Meeting of the Board of Education
2263 Santa Clara Avenue
Alameda, California 94501

UNADOPTED MINUTES

REGULAR MEETING: The regular meeting of the Board of Education was held at the date and location mentioned above.

A. CALL TO ORDER

1. Public Comment on Closed Session Topics:

The Board did not receive any public comments related to this agenda.

2. Adjourn to Closed Session - 5:30 PM

Board of Education Members present: Board President Heather Little, Board Vice President Megan Sweet, Board Clerk Gary K. Lym, Board Trustee Jennifer Williams (participating remotely), and Board Trustee Ryan LaLonde.

AUSD staff members present: Superintendent Pasquale Scuderi, Assistant Superintendent - Human Resources, Timothy Erwin, and Assistant Superintendent - Business Services, Shariq Khan.

Items discussed in Closed Session:

- Conference with Labor Negotiators: AEA, CSEA 27, CSEA 860, and Management employee groups were discussed.

3. Reconvene to Public Session - 6:30PM

Board President Little reconvened the meeting at 6:30PM.

4. Call to Order - Pledge of Allegiance

Board of Education President Heather Little led the Pledge of Allegiance.

5. Introduction of Board Members and Staff:

Board of Education Members present: Board President Heather Little, Board Vice President Megan Sweet, Board Clerk Gary K. Lym, Board Trustee Jennifer Williams (participating remotely), and Board Trustee Ryan LaLonde. Student Board Members present: Alameda High Student Board Member Talia Kotovsky, ASTI Student Board Member Evan Lu, and Encinal Student Board Member Vinny Camarillo.

AUSD staff members present: Superintendent Pasquale Scuderi, Assistant Superintendent, Human Resources, Timothy Erwin; Assistant Superintendent, Business Services Shariq Khan; Assistant Superintendent, Educational Services, Kirsten Zazo; Senior Director of Equity and African American/Multicultural Achievement, Shamar

Edwards; Senior Manager of Community Affairs, Susan Davis and Senior Executive Assistant to the Superintendent, Kerri Lonergan.

6. Closed Session Action Report:

The Board did not take any action in Closed Session:

B. MODIFICATION(S) OF THE AGENDA:

Move agenda item #4 to the first to agenda item under General Business

Motion to General Business item #4 to occur as the first item under General Business to allow for student input.

MOTION: Member Little **SECONDED:** Member Lym

STUDENT BOARD MEMBER VOTES

AYES: Members Camarillo, Lu, and Kotovsky

NOES:

ABSENT:

ROLL CALL VOTE:

BOARD MEMBER VOTES

AYES: Members Williams, Little, Sweet, Lym, and LaLonde

NOES:

ABSENT:

MOTION APPROVED

C. APPROVAL OF MINUTES

The minutes from the March 14th Board meeting were considered for approval.

Motion to approve the minutes from the March 14, 2023 Board of Education meeting

MOTION: Member Sweet **SECONDED:** Member Lym

STUDENT BOARD MEMBER VOTES

AYES: Members Camarillo, Lu, and Kotovsky

NOES:

ABSENT:

ROLL CALL VOTE:

BOARD MEMBER VOTES

AYES: Members Williams, Little, Sweet, Lym, and LaLonde

NOES:

ABSENT:

MOTION APPROVED

D. COMMUNICATIONS

1. Public Comments on Non-Agenda Items:

Danielle Tizol, parent of students at Ruby Bridges School: Ms. Tizol spoke to object to the realignment of funds previously allocated to the 1.0 FTE STEAM position at Ruby Bridges Elementary School.

Erin Ramonijon, parent of student at Ruby Bridges School: Ms. Ramonijon spoke to object to the realignment of funds previously allocated to the 1.0 FTE STEAM position at Ruby Bridges Elementary School.

Cheryl Wilson, former principal of Ruby Bridges School: Ms. Wilson spoke to object to the realignment of funds previously allocated to the 1.0 FTE STEAM position at Ruby Bridges Elementary School.

Charlie Satterfield, president, Alameda Education Association: Mr. Satterfield stated he believes the Ruby Bridges issue is addressed under General Business item #3.

Kristin P, parent of students at Ruby Bridges School: Ms. P spoke to object to the realignment of funds previously allocated to the 1.0 FTE STEAM position at Ruby Bridges Elementary School.

Barbara Muramoto, PTA president of Ruby Bridges School: Ms. Muramoto spoke to object to the realignment of funds previously allocated to the 1.0 FTE STEAM position at Ruby Bridges Elementary School.

Katie Miller, parent of students at Ruby Bridges School: Ms. Miller spoke to object to the realignment of funds previously allocated to the 1.0 FTE STEAM position at Ruby Bridges Elementary School.

Nalani Warde, teacher-librarian at Ruby Bridges School: Ms. Warde spoke to object to the realignment of funds previously allocated to the 1.0 FTE STEAM position at Ruby Bridges Elementary School.

Erin Engstrom, parent of former students of Ruby Bridges School and current PTA member of Ruby Bridges School: Ms. Engstrom spoke to object to the realignment of funds previously allocated to the 1.0 FTE STEAM position at Ruby Bridges Elementary School.

Chuck Kapelke, parent of high school students in AUSD: Mr. Kapelke asked the Board to examine the Board Policies related to Foreign Exchange Students due to its policies not being explicit when it comes to what types of visas we accept.

2. Written Correspondence:

The Board received two emails related to General Business item #4: Resolution 2022-2023.54 Regarding Non-Reemployment of Certificated Employees.

3. Report from Employee Organizations:

Charlie Satterfield, President of AEA: Mr. Satterfield shared that AEA has their Executive Board elections concluding next week. Mr. Satterfield stated he is not running for re-election so there will be a new AEA president next week. Mr. Satterfield announced they will be giving 6 scholarships out this year, two each for Alameda and Encinal High Schools and one each for ASTI and Island High School.

Amy Keegan, President of CSEA 27: Ms. Keegan stated CSEA had a successful Scholarship Dinner, and they awarded four students with funds to go towards their college education. Ms. Keegan stated this was the first year back with the in-person dinner. Ms. Keegan announced there will be voluntary training for Classified employees who are interested in administering Narcan. Ms. Keegan also announced that CSEA 27 ratified the WCDC calendar for 2023-2024. Lastly, Ms. Keegan announced Classified Employee Week is coming up this month.

4. Report from PTA Council:

There was no PTA Council report given.

5. Board Members' Report:

Board Vice President Megan Sweet: Board Vice President Sweet stated it was recently Teacher Appreciation Week and Administrative Professionals Day last week. Board Vice President Sweet also acknowledged the passing of Franklin Dads Club Officer Patrick Bell, who recently passed from cancer. Board Vice President Sweet thanked the Bell family for their contributions to the AUSD community and expressed her sincere condolences for the loss of Patrick.

Board Clerk Gary Lym: Board Clerk Gary Lym echoed Board Vice President Sweet's acknowledgement of the employee appreciation days, and he thanked CSEA 27 for inviting him to the recent Scholarship Dinner, which he very much enjoyed attending.

Board Member Jennifer Williams: Board Member Jennifer Williams had two announcements of upcoming events in AUSD: the first is a film documentary at Alameda High's Little Theater called "Sign, the Show." The documentary is about access to cultural events for the deaf and hard of hearing community followed by a Q & A period by the films director. The screening is free for the public, and more details are coming soon. Member Williams also announced that on June 3rd there will be a Walk for Hearing event. Registration starts at 9am and there are events for youth of all ages. Member Williams also recognized Teacher Appreciation Week, and thanked Alameda's teachers, who Charles Barkley calls the "hardest working people in the world." Member Williams remarked on the profound and positive experiences her children have had in AUSD and she thanked the teaching staff who have inspired her children.

Board President Heather Little: Board President Heather Little stated she also wanted to acknowledge Teacher Appreciation Week, and she thanked Alameda's teachers, including the teachers who have taught her own children,

one who has graduated and one who is getting ready to finish his high school career. Board President Little thanked all of Alameda's amazing teaching staff.

6. Superintendent's Report:

Superintendent Pasquale Scuderi: Superintendent Scuderi thanked AUSD's teachers, and he acknowledged teachers across the country who hear the call to become educators. Superintendent Scuderi acknowledged the upcoming Alameda Education Association election, and he thanked Charlie Satterfield for his time as president of AEA. Superintendent Scuderi thanked the members of the Ruby Bridges community for coming out to speak tonight in support of the STEAM position at their school and he stated he looks forward to talking to the members of the Ruby Bridges community further about issues at Ruby and the changes we would like to make in order to impact the outcomes of our students there.

7. Student Board Member's Report:

Evan Lu, ASTI: Student Board Member Lu announced that ASTI is having ASB officer elections are happening. Student Board Member Lu announced SSC and PTSA meetings coming up next week, and Spring Awards Night (via Zoom) on May 18th. Student Board Member Lu ended his report by wishing the best to ASTI teachers who are transferring to other AUSD schools for the 2023-2024 school year.

Talia Kotovsky, Alameda High School: Student Board Member Kotovsky announced AHS Senior Prom this Saturday. Student Board Member Kotovsky stated there has been an event for students to turn their college rejection letter in for ice cream this week, and AP testing, which has been going on for two weeks, is ending. Student Board Member Kotovsky announced that in honor of Asian Pacific Islander Heritage Week an API filmmaker is coming next week to speak to students.

Vinny Camarillo, Encinal Jr. & Sr. High School: Student Board Member Camarillo mentioned that Unity Week is next week and the students at Encinal will be celebrating their different cultures and ethnicities with events, including a Unity Day Assembly, at the school. Student Board Member Camarillo stated an Encinal student, Luke Beales, was part of the KQED Youth Takeover event recently. His audio segment is featured on the KQED website. Encinal was one of 16 schools to participate in the KQED Youth Takeover. Student Board Member Camarillo announced the Senior Class has an event at the Santa Cruz Beach Boardwalk and he thanked the many parent and guardians who contributed financial support so that all Senior students could take part in this fun activity.

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 Facilities Bond Measure I and Measure B Contracts (Standing Item)
6. Approval of Minutes from the March 23, 2023 Board Policy Subcommittee Meeting
7. Approval of New Course Description: Advancement via Individual Determination (AVID) for Grades 6-8
8. Proclamation: Employee Appreciation Month - May
9. Proclamation: Harvey Milk Day - May 22, 2023
10. Proclamation: Girls Inc. of the Island City Appreciation Day - May 9, 2023
11. Ratification of Contracts Executed Pursuant to Board Policy 3300
12. Resolution No. 2022-2023.51 Approval of Budget Transfers, Increases, Decreases
13. Resolution No. 2022-2023.52 Authorization to Dispose of Surplus Property

Public Comments:

Sarah Burton, Girls Inc. of the Island City: Ms. Burton thanked the Board for the passage of the Resolution proclaiming May 9th at Girls Inc. Of the Island City Appreciation Day.

Motion to adopt the Consent Calendar.

MOTION: Member Sweet **SECONDED:** Student Board Member Camarillo

STUDENT BOARD MEMBER VOTES

AYES: Members Camarillo, Lu, and Kotovsky

NOES:

ABSENT:

ROLL CALL VOTE

BOARD MEMBER VOTES

AYES: Members Williams, Little, Sweet, Lym, and LaLonde

NOES:

ABSENT:

MOTION APPROVED

F. GENERAL BUSINESS

1. Resolution 2022-2023.54 Regarding Non-Reemployment of Certificated Employees

Timothy Erwin, Assistant Superintendent of Human Resources gave the Board information on this agenda item. It has been determined that 0.35 full-time equivalent services of the District be reduced and an equivalent number of certificated staff be non-reemployed for the ensuing 2023-2024 school year.

The employees listed in Exhibit A in the attachment given to the Board and posted publicly shall be non-reemployed, or their work year/workday reduced,

effective for the 2023-2024 school year. This action shall be effective on June 30, 2023.

1. Employee SB, Certificated 0.10 FTE
2. Employee LE, Certificated 0.20 FTE
3. Employee MS, Certificated 0.05 FTE

Public Comments:

Bianca De La Cruz, AUSD student: Ms. De La Cruz spoke in opposition of a lay off notice going to Laura Egget, the Visual Arts teacher at Alameda High School.

Gwen Meyer, College and Career Center Specialist at Alameda High: Ms. Meyer asked the Board to reconsider the lay-off of Ms. Egget at Alameda High School. Ms. Meyer stated there seems to be a discrepancy between the enrollment numbers at the high schools and an examination of these numbers may make a layoff unnecessary.

Lily De Leon, AUSD student: Ms. De Leon spoke in opposition of a layoff notice going to Laura Egget, the Visual Arts teacher at Alameda High School.

Board members asked if there was anything that could be done to keep the Alameda High School Visual Arts teacher at Alameda High. Mr. Erwin stated there are laws in Ed Code that say the newest employee who holds the credential that needs to be reduced is the one who must be laid off.

A Board member stated Ms. Egget will be welcomed wherever she ends up teaching.

Motion to Approve Resolution 2022-2023.54 Regarding Non-Reemployment of Certificated Employees.

MOTION: Member Sweet

SECONDED: Member Lym

STUDENT BOARD MEMBER VOTES

AYES: Member Kotovsky

NOES:

ABSTAIN: Members Camarillo and Lu

ROLL CALL VOTE:

BOARD MEMBER VOTES

AYES: Members Williams, Little, Sweet, Lym, and LaLonde

NOES:

ABSENT:

MOTION APPROVED

2. Strategic Plan Key Indicators: Star Reading and Math Growth Report

The Star Renaissance Math and Reading assessments are nationally recognized, valid, and reliable assessments Alameda Unified School District uses to determine students who need additional support and to monitor student progress.

During this presentation, staff reviewed the following:

- The purpose of Star Reading and Math assessment in AUSD as one of our Strategic Plan Key Indicators
- The aggregated student growth from Fall to Winter as determined by the Star Reading and Math Assessment and
- The implications of these results

3. Kindergarten Program Update: Exploration of Full-Day Kindergarten

Since the Fall of 2022, staff have brought to the Board two updates on the exploration of a return to a full-day kindergarten schedule.

In October 2022, staff presented the Board with a brief background of AUSD's kindergarten program over the years, why the change to a full-day program would be beneficial, enrollment numbers over the past few years, what neighboring school districts are providing, three different scheduling options, as well as an implementation timeline.

In November 2022, staff returned with additional information around a modified full-day program and a full-day program with a recommendation of a modified full-day kindergarten program that would come into effect in the 2023-24 school year and implementation of a full-day kindergarten program in the 2024-25 school year.

Tonight, staff's presentation to the Board included an update on the steps that have been taken for the transition to a modified full-day kindergarten program in the 2023-24 school year and further, the implementation of a full-day kindergarten program in the 2024-25 school year.

4. 2023-2024: Budget & LCAP Adoption Process: Budget Assumptions, Site Discretionary Funds, Categorical Programs, and Parcel Taxes

This presentation will cover proposed budget assumptions, site staffing allocations, site discretionary allocations, Categorical Programs, and local Parcel Taxes for 2023-2024 budget year.

Budget assumptions are used by the District to calculate the District's revenue for the upcoming budget. Some of these factors are provided by the State, such as cost of living adjustment or the pension rates, and some are projected by the District, such as enrollment and average daily attendance.

Tonight's presentation discussed standard staffing allocations and discretionary allocations for school sites.

Additionally, the presentation will cover various categorical funds that the District receives. Federal and State Categorical Programs exist to serve the special needs of students that are not covered by general fund regular education programs. All categorical funding that schools receive will, in addition, be accounted for in their Single Plan for Student Achievement.

Finally, parcel taxes are an integral to the District and tonight's presentation will provide detailed usage of parcel tax funds and their impact on the District's overall budget.

Public Hearings on the Comprehensive Budget proposal and the LCAP are scheduled on June 13, 2023. The 2023-2024 Budget and LCAP will be presented to the Board for adoption on June 27, 2023.

5. Resolution 2022-2023.53 Notifying Certain Classified Employees of the Decision to Not Reemploy or to Reduce Their Hours for the 2023-2024 School Year

It has been determined that 1.94 full-time equivalent services of the District be reduced and an equivalent number of classified staff be non-reemployed for the ensuing 2022-2023 school year.

The employees listed in Exhibit A in the attachment given to the Board and posted publicly shall be non-reemployed, or their work year/workday reduced, effective for the 2022-2023 school year. This action shall be effective on June 30, 2022.

1. Employee MD, Health Office Assistant 0.0625 FTE
2. Employee MD, School Office Assistant 0.1250 FTE
3. Employee ME, Student Support Provider 0.7500 FTE
4. Employee RW, Parent Liaison 0.3750 FTE
5. Employee HL, Student Support Provider 0.1250 FTE
6. Employee AM, Parent Liaison 0.5000 FTE

Motion to Approve Resolution 2022-2023.53 Notifying Certain Classified Employees of the Decision to Not Reemploy or to Reduce Their Hours for the 2023-2024 School Year.

MOTION: Member Sweet

SECONDED: Member Williams

STUDENT BOARD MEMBER VOTES

AYES: Members Camarillo, Lu, and Kotovsky

NOES:

ABSENT:

ROLL CALL VOTE

BOARD MEMBER VOTES

AYES: Members Williams, Little, Sweet, Lym, and LaLonde

NOES:

ABSENT:

MOTION APPROVED

G. ADJOURNMENT – Board President Heather Little adjourned the meeting at 9:54pm

Respectively Submitted,

Kerri Lonergan
Senior Executive Assistant
Alameda Unified School

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Certificated Personnel Actions

Item Type: Consent

Background: *Note: Personnel Actions get posted in this space once they are approved by the Board.*

August 9, 2023 Update: Approved Personnel Actions are now attached.

AUSD LCAP Goals:

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): All positions shown are authorized by the board and are included in the 2023-2024 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 Actions	8/9/2023	Backup Material

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Classified Personnel Actions

Item Type: Consent

Background: *Note: Personnel Actions get posted in this space once they are approved by the Board.*

August 9, 2023 Update: Approved Personnel Actions are now attached.

AUSD LCAP Goals:

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): All positions shown are authorized by the board and are included in the 2023-2024 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
□ Classified Personnel Actions	8/9/2023	Backup Material

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.

AUSD LCAP Goals: 4. Ensure that all students have access to basic services.

Fund Codes: 01 General Fund

Fiscal Analysis

Amount (Savings) (Cost): Will increase the revenues of the District in the amount of \$30,218.03.

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, Assistant Superintendent of Business Services

ATTACHMENTS:

Description	Upload Date	Type
☐ Summary Site Donations	8/2/2023	Backup Material

2023-2024
Summary Site Donations
July 1, 2023 - August 2, 2023

Slip Date	Site	Donor	Amount	Total Site Donations	Total Donations
2/9/2023	AHS	Cash	\$ 25.00		
4/6/2023	AHS	Cash	\$ 16.00		
4/10/2023	AHS	Cash	\$ 339.00		
4/10/2023	AHS	Cash	\$ 91.00		
4/10/2023	AHS	Cash	\$ 50.00		
6/5/2023	AHS	Cash	\$ 257.00		
6/8/2023	AHS	Chan, Hana	\$ 23.45		
6/9/2023	AHS	Frame-Ferguson, Stella	\$ 28.22		
6/9/2023	AHS	Wielandt, Cooper	\$ 28.22		
6/9/2023	AHS	McManus, Henry	\$ 28.22		
6/9/2023	AHS	Alfieri, Jason	\$ 28.22		
6/9/2023	AHS	bashan, asher	\$ 32.99		
6/9/2023	AHS	Wielandt, Cooper	\$ 12.96		
6/9/2023	AHS	Barroga, Maegab	\$ 28.22		
6/9/2023	AHS	Gonzalez, Dylan	\$ 13.91		
6/9/2023	AHS	Aguilar, Adrian	\$ 183.72		
6/15/2023	AHS	Cash	\$ 184.50		
6/15/2023	AHS	Cash	\$ 464.00		
6/15/2023	AHS	Cash	\$ 28.00		
6/16/2023	AHS	Cash	\$ 33.00		
6/16/2023	AHS	Donald and Lisa Fallin	\$ 150.00		
6/16/2023	AHS	Kelly Hartlaub	\$ 22.00		
6/16/2023	AHS	Michael and Katherine Jonas	\$ 15.00		
6/20/2023	AHS	Cash	\$ 649.00		
6/22/2023	AHS	Julie Anne Taylor	\$ 17.00		
6/22/2023	AHS	Lisette Carrillo	\$ 119.00		
6/22/2023	AHS	Erik T and Hilarie A Atkisson	\$ 30.00		
6/22/2023	AHS	Todd and Debbie Wellnitz	\$ 30.00		
6/22/2023	AHS	Renata Gallagher	\$ 30.00		
6/22/2023	AHS	Manase Mesui	\$ 30.00		
6/22/2023	AHS	Ximena and Stuart Seaborn	\$ 90.97		
6/22/2023	AHS	Thomas and Doris Walters	\$ 200.00		
6/22/2023	AHS	Lee Brown and Emily Ross-Brown	\$ 102.00		
6/22/2023	AHS	Bruce A and Guadalupe A Baber	\$ 18.00		
6/22/2023	AHS	Jolyn and Scott Stockton	\$ 83.50		
6/22/2023	AHS	James and Eileen Wilson	\$ 9.00		
6/22/2023	AHS	Kelly Keefer	\$ 170.00		
6/22/2023	AHS	C.M Gordon	\$ 38.00		
6/22/2023	AHS	Erika Baptista	\$ 100.03		
6/22/2023	AHS	Rafael and Heather Acevedo	\$ 105.00		
6/22/2023	AHS	Denise Lum	\$ 226.05		
6/22/2023	AHS	Christopher and Jenifer Hoover	\$ 55.89		
6/22/2023	AHS	Jeffrey Dabranca	\$ 28.00		
6/22/2023	AHS	Dave and Durlyn Freitas	\$ 26.00		
6/22/2023	AHS	Yvonne Elkins	\$ 13.00		
6/22/2023	AHS	David Knight	\$ 7.00		
6/22/2023	AHS	Cash	\$ 260.00		
6/22/2023	AHS	Cash	\$ 735.00		
6/22/2023	AHS	Cash	\$ 58.00		
6/22/2023	AHS	AHS ASB	\$ 2,423.60		
				\$ 7,736.67	
6/15/2023	ASTI	Tesfandrias, Sophia	\$ 28.22		
				\$ 28.22	
6/15/2023	BayF	Bay Farm PTSA	\$ 1,900.00		
				\$ 1,900.00	
6/16/2023	Earhart	Blackbaud Giving Fund	\$ 103.00		
				\$ 103.00	

6/21/2023	Ed Serv	EHS ASB	\$	720.00	
6/21/2023	Ed Serv	EHS ASB	\$	1,974.60	
6/22/2023	Ed Serv	Jennifer Baumbach	\$	15.00	
6/22/2023	Ed Serv	Jenks Gutters and Downspouts	\$	15.00	
6/22/2023	Ed Serv	Cash	\$	1,675.00	
6/23/2023	Ed Serv	Cash	\$	90.00	
6/23/2023	Ed Serv	Cash	\$	325.00	
					\$ 4,814.60
6/20/2023	Edison	Wildcare	\$	94.50	
					\$ 94.50
6/6/2023	EHS	Abadia, Melissa	\$	28.22	
6/7/2023	EHS	Camarillo, Venecio	\$	28.22	
6/16/2023	EHS	eTeamSponsor Inc	\$	352.00	
6/16/2023	EHS	Heritage High School	\$	400.00	
6/16/2023	EHS	Box Tops	\$	22.30	
6/16/2023	EHS	Gareth Yiu	\$	95.00	
6/16/2023	EHS	NeedMyTransript	\$	4.00	
6/16/2023	EHS	Marin Academy	\$	775.00	
6/16/2023	EHS	North Coast Section	\$	924.90	
6/16/2023	EHS	John Bakker and Stacy Lorish	\$	151.99	
6/16/2023	EHS	Karin Rosen	\$	350.00	
6/16/2023	EHS	Thon and Stephanie Lisle	\$	390.00	
6/16/2023	EHS	Stephen and Alba Barber	\$	30.00	
6/16/2023	EHS	Denise Sever	\$	135.00	
6/16/2023	EHS	North Coast Section	\$	170.00	
6/16/2023	EHS	Lindsey Shepard	\$	80.00	
6/16/2023	EHS	NeedMyTransript	\$	2.00	
6/16/2023	EHS	Cash	\$	1,488.25	
					\$ 5,426.88
6/14/2023	IHS	Naya Delos Reyes-Pillazar	\$	33.00	
6/14/2023	IHS	Anne Thomas	\$	33.00	
6/14/2023	IHS	Alexandra Threadgill-Inouye	\$	33.00	
6/14/2023	IHS	Jodi M Louws	\$	33.00	
6/14/2023	IHS	Stefanie Pena and Salvador Pena Cordova	\$	10.00	
6/14/2023	IHS	Davin Sanford	\$	33.00	
6/14/2023	IHS	Norma Contreras	\$	33.00	
6/14/2023	IHS	Marcia-Marie Hoyt	\$	33.00	
6/14/2023	IHS	Archy Green	\$	33.00	
6/14/2023	IHS	Cash	\$	400.00	
					\$ 674.00
6/15/2023	LMS	Shutterfly	\$	329.22	
6/15/2023	LMS	Amelia and Daniel Rawlings	\$	115.50	
6/15/2023	LMS	Shufei and Karen Lei	\$	115.50	
6/15/2023	LMS	East Bay Family Dentistry	\$	115.50	
6/15/2023	LMS	Teresa and Ryan Pletka	\$	115.50	
6/15/2023	LMS	Carlton Sue and Tan Sui	\$	57.00	
6/15/2023	LMS	Eric Phung and Bich Dang	\$	115.00	
6/15/2023	LMS	Alexandra Anthony and David Howard	\$	115.00	
6/15/2023	LMS	Kempton Moyer and Trang Dinh	\$	400.00	
6/15/2023	LMS	Shirley Saporsanto Laureta	\$	30.00	
6/20/2023	LMS	Box Tops	\$	38.80	
					\$ 1,547.02
6/21/2023	MayaL	Maya Lin PTA	\$	509.00	
6/21/2023	MayaL	Maya Lin PTA	\$	3,135.00	
					\$ 3,644.00
6/15/2023	Otis	Stacy Neiman	\$	1,266.75	
6/15/2023	Otis	Otis PTA	\$	200.00	
					\$ 1,466.75
6/15/2023	Paden	Blackbaud Giving Fund	\$	200.03	
					\$ 200.03
5/19/2023	RubyB	RubyB PTA	\$	2,432.70	
					\$ 2,432.70

6/7/2023	WMS	Lee, Lena	\$	28.22		
6/8/2023	WMS	Sapkota, Srijana	\$	28.22		
6/8/2023	WMS	Palmenco, Maria	\$	28.22		
6/22/2023	WMS	Myrel and Ritche Acuman	\$	65.00		
					\$	149.66
					\$	30,218.03

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.

Twenty-six (26) 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.

AUSD LCAP Goals: 4. Ensure that all students have access to basic services.

Fund Codes: 01 General Fund

Fiscal Analysis

Amount (Savings) (Cost): Will reduce the available funds of each respective site/department budget by \$15,489,482.77.

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, Assistant Superintendent of Business Services

ATTACHMENTS:

Description	Upload Date	Type
□ Summary of Register	8/1/2023	Backup Material

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Approval of Courses for 2023-24 School Year: Alameda Adult School

Item Type: Consent

Background: Adult Education Agencies funded by the Workforce Innovation and Opportunity Act (WIOA) are required to have courses offered approved annually by their local board.
Attached is a list of courses Alameda Adult School offers for their ESL, High School Diploma, and High School Equivalency Test (GED/HiSET) Prep programs. The California Department of Education (CDE) approved this list on July 25, 2023.

AUSD LCAP Goals: 1. Eliminate barriers to student success and maximize learning time.| 2a. Support all students in becoming college and career ready.| 4. Ensure that all students have access to basic services.

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): N/A

Recommendation: Approve as submitted.

AUSD Guiding Principle: #1 - All students have the ability to achieve academic and personal success.| #2 - Teachers must challenge and support all students to reach their highest academic and personal potential.| #3 - Administrators must have the knowledge, leadership skills and ability to ensure student success.

Submitted By: Kirsten Zazo, Assistant Superintendent of Educational Services

ATTACHMENTS:

	Description	Upload Date	Type
▣	2023-24 Course Approval_Alameda Adult School	8/1/2023	Backup Material

California Department of Education

Date: July 25, 2023

To: Joy Chua
Alameda Adult School

CDS:01 - 61119

From: Adult Education Office
Carmen Martinez-Calderon
cmartinez-calderon@cde.ca.gov
916-322-2175
Adult Education Office, California Department of Education
Education Programs Consultant

Subject: Course Approval for 2023-2324

Your request for approval of the following 18 courses have been received, recorded, and approved for the 2023 - 2024 school year.

Number	Name	Course Outline Year	Study Date
9980	Advanced ESL	2022	
2403	Algebra 1	2022	
9982	Beginning ESL	2022	
2450	Computer Literacy	2022	
2701	Economics	2022	
2131	English 10	2022	
2132	English 11	2022	
2133	English 12	2022	
2130	English 9	2022	
2413	Geometry	2022	
9972	Government	2022	
9981	Intermediate ESL	2022	
2621	Life Science	2022	
9999	Multi-subject High School Diploma Courses	2022	
2610	Physical Science	2022	
9969	Test Preparation	2022	
2709	United States History	2022	
2711	World History: Survey	2022	

You are authorized to expend California Adult Education Program funds for the above courses. It is recommended that you use these Course Titles with additional supporting classes listed when communicating program offerings to the public.

Course Outlines for all apportionment classes shall be on file and available for review at the adult school or the district office (5 CCR 10508).

To meet optimum educational standards, these course outlines should contain:

- Goals and purposes
- Performance objectives or competencies
- Instructional strategies
- Units of study, with approximate hours allotted for each unit
- Evaluation procedures
- Clear course completion requirements of established goals and objectives

[ED 51056; 52504; 52506; 5CCR 10508 (b)]

Adult Education Handbook for California (2023)

Career Technical Education: Before establishing a career technical education training program, each member of a local adult education consortium, or the consortium as a whole, shall conduct a job market study of the labor market area in which it proposes to establish the career technical education training program or rely upon the most recent job market study of the labor market area conducted by the local workforce development board. The study shall use local labor market information and consider a supply analysis of existing career technical education training programs for adults maintained by high schools, community colleges, and other postsecondary educational institutions in the geographic area to ensure that the anticipated employment demand for adults enrolled in the proposed training program justifies the establishment of the proposed courses of instruction (EC 84906(a)(3)(A)).

After completing the job market study and before establishing the career technical education training program, the governing body of a member of a local adult education consortium, or the consortium as a whole, as applicable, shall determine if the job market study justifies the proposed career technical education program (EC 84906(a)(3)(B)).

Refer to the Job Market Study in 84906(a) for more information. Education Codes: 1900; 41976; 52506; 52515; 52518; 52570.

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Approval of Facilities Bond Measure I and Measure B Contracts (Standing Item)

Item Type: Consent

Background: Alameda voters approved Facilities Bond Measure I in November 2014 and approved Facilities Bond Measure B in June 2022.

As the bond schedules dictate, various contracts will 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 keep the contracts for Measure I and Measure B separate from the approval of other district contracts.

1. (ESSER) Change Order No. 002 to Lease-leaseback Agreement between AUSD and Lathrop Construction Associates, Inc. for an increase of \$25,092.47 and a new contract sum of \$2,235,623.85. (AHS Boiler)
2. (Fund 21, Measure 1 and Fund 25, Developer Fees) Project Addendum No. 2104.1 to Master Agreement for Architectural Services between AUSD and Quattrocchi Kwok Architects for an increase of \$724,455.00 and a revised fee of \$4,151,257.00. (Wood Modernization)
3. (Fund 21, Measure I) Project Addendum No. 211615.5 to Master Agreement for Architectural Services between AUSD and Quattrocchi Kwok Architects for an increase of \$17,000.00 and a revised fee of \$547,085.00. (Bay Farm)
4. (Fund 21, Measure I) Professional Services Agreement between AUSD and Panaguiton Construction Inspection for a proposed fee of \$50,100.00. (District-wide)
5. (Fund 21, Measure B) Professional Services Agreement between AUSD and Brelje and Race for a proposed fee of \$13,00.00. (AHS Swim Center)
6. (Fund 21, Measure B & I) Professional Services Agreement between AUSD and Orbach, Huff & Hendersen LLP for varying hourly rates with a total not to exceed \$30,000.00. (District-wide)
7. (Fund 21, Measure I) Professional Services Agreement between AUSD and Apodaca Mechanical Consulting for an hourly rate of \$8,500 with a total not to exceed \$25,000.00. (Earhart)
8. (Fund 21, Measure I) Amendment No. 1 to Professional Services Agreement between AUSD and Panaguiton Construction Inspection LLC for a decrease of \$20,000 and a revised total of \$416,198.00. (Bay Farm)

AUSD LCAP Goals: 4. Ensure that all students have access to basic services.

Fund Codes: 21 Building – Bond Fund

Fiscal Analysis

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

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, Assistant Superintendent of Business Services

ATTACHMENTS:

Description	Upload Date	Type
☐ Lathrop Construction Associates	8/2/2023	Backup Material
☐ QKA2104.1	8/2/2023	Backup Material
☐ QKA211615.5	8/2/2023	Backup Material
☐ Panaguiton Construction Inspection	8/2/2023	Backup Material
☐ Brelje & Race Consulting Engineers	8/2/2023	Backup Material
☐ Orbach, Huff & Henderson LLP	8/2/2023	Backup Material
☐ Apodaca Mechanical Consulting	8/2/2023	Backup Material
☐ Panaguiton Construction Inspection_Amendment	8/2/2023	Backup Material

PROJECT ADDENDUM NO. 2104.1
TO
MASTER AGREEMENT FOR ARCHITECTURAL SERVICES

This Project Addendum No. 2104.1 to Agreement for Architectural Services (“**Addendum**”) is made as of June 28, 2023 and forms a part of the Agreement for Architectural Services between **Alameda Unified School District**, a California public school district (“**District**”) and **Quattrocchi Kwok Architects, Inc.** (“**Architect**”) (collectively “**Parties**”) dated on or about August 9, 2022 (“**Agreement**”). This Addendum incorporates Services to be performed by Architect for the following project(s) (“**Project**”):

Wood Middle School Campus Modernization & New Construction
Fee Adjustment

The Wood Middle School scope of work as approved by the Board on January 25, 2022, was based on modernizing the existing three-story classroom building in addition to constructing a new gymnasium and STEAM classrooms, with some light modernization to the existing MPR and limited site improvements. However, that scope has now been revised to demolish this three-story administration, library and classroom building and replaced with additional new construction, along with other improvements.

The proposed revised scope of work includes the following:

- New two-story Classroom Building
- New Admin/Library Building
- New Gymnasium Building
- Renovation to Drop-off and Entry Court
- New Access Road, Drop-Off & Parking from Grand to Otis
- New Campus Quad and Blacktop Play Area
- Revised Project Construction Cost

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.

Article 3. Architect Staff

- 3.1. The Architect has been selected to perform the Services herein because of the skills and expertise of key individuals.
- 3.2. The Architect agrees that the following key people in Architect’s firm shall be associated with the Project in the following capacities:

Principal in Charge: Mark Quattrocchi
Studio Leader: Joel Williams
Project Design: Bryan Chubb

- 3.2.1. The Architect agrees to contract for or employ at Architect’s expense, the following Consultant(s) to be associated with the Project in the following capacities:

Electrical: O’Mahoney & Myer
Mechanical: Costa Engineering, Inc.
Structural: ZFA Structural Engineers
Civil: Brelje & Race

- 3.2.2. The Architect agrees to contract for or employ as Extra Services, the following Consultant(s) to be associated with the Project in the following capacities:

Landscape: Carducci Landscape Architect
Energy for Title 24 Compliance: Sol-Data
Elevator Consultant: VDA
Acoustical Engineer: Dohn & Associates, Inc.
Food Service Consultant: Ballinger Restaurant Equipment
Fire Protection Consultant: Costa Engineering, Inc.
Evaluation & Design Criteria Report & Foundation Study
New Cod Require Photovoltaic & Battery Backup Consultant
Traffic Consultant: W-Trans

- 3.3. All proposed Consultants are subject to review and acceptance by the District prior to commencing work on the project. The District reserves the right to replace any consultant in the best interest of the Project.
- 3.4. The Architect shall not change any of the key personnel or Consultants listed above without prior written approval by District, unless said personnel cease to be employed by Architect. In either case, District shall be allowed to interview and approve replacement personnel.
- 3.5. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice the Architect shall have five (5) days to remove that person from the Project and replace that person with one acceptable to the District. All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions previously stated in this paragraph.
- 3.6. Architect represents that the Architect has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Services required under this Agreement and that no person having any such interest shall be employed by Architect.
- 3.7. Architect shall comply with Education Code section 17302(a) and agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

Article 4. Schedule of Services

- 4.1. The Architect shall commence Services under this Agreement upon receipt of a Notice to Proceed and shall perform the Services diligently as described in **Exhibit "A,"** to this Agreement so as to proceed with and complete the Services in compliance with the schedule in **Exhibit "C"** to this Agreement. Time is of the essence and failure of Architect to perform Services on time as specified in this Agreement is a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's and/or its consultant(s)' reasonable control.

Article 6. Fee and Method of Payment

- 6.1. District shall pay Architect for all Services contracted for under this Agreement, and subject to the terms of this Agreement, an amount equal to the following ("Fee"):

- 6.2. Fee will be based on the OPSC Fee schedule, plus applicable Extra Service consultants. Fee will be adjusted at the end of each phase based on District approved Construction Cost Budget. All fees are based on the stated percentage of "total construction costs" for the project and the said compensation applies to work let under a single construction contract. "Total construction costs" for purposes of this paragraph shall mean the total amount of money derived by adding the contractor's bid for the project, or Guaranteed Maximum Price (GMP) exclusive of Construction Contingencies under Lease-Leaseback, accepted by District and any Additive Bid Alternates (whether awarded or not), and Change Orders agreed to by District and the contractor (deductive Change Orders and deductive Bid Alternatives shall not reduce "total construction costs" for purposes of this paragraph).

Per attached QKA proposal, dated June 17, 2023.

<u>Basic Services:</u>	Fee
Building Demolition & Site Prep	\$168,011
New Access Roads, Drop-Off, Parking and Roundabout	\$143,076
Construction Including Quad & Related Site Development	\$3,030,715
Subtotal Revised Basic Services Fee	\$3,341,802
<u>Supplementary Services:</u>	
QKA Additional Services Fee for Master Planning/Programming/ City Coordination	\$85,000
Subtotal Revised Design Fee	\$3,426,802

Additional services consultants remain required for this project. Their proposed fees are as follows:

<u>Additional Services (includes QKA markup):</u>	Fee
Revised Landscape Architect Fee: Master Planning/ City Coordination: \$29,925 Middle School & Roads Design: \$254,625 School Ballfield & Multiuse Field: Not Included	\$284,550
Traffic Engineer Incl. Design Team Services (Fee is an Allowance & May Increase)	\$75,000
Energy (T-24 Compliance)	\$20,370
Elevator Consultant	\$15,236
Acoustical Engineer	\$58,800
Food Services Consultant – Allowance if needed	\$30,000
Fire Protection Consultant	\$173,250
Evaluation Design Criteria Report & Foundation Study – if reqd.	\$5,250
Professional Renderings	\$12,000
New Code Required Photovoltaic (PV) Panels & Battery Backup for New Construction – O’Mahony & Meyer Electrical Engineers & QKA	\$50,000
Additional Services Subtotal:	\$724,455

Total Revised Design Fee:

Building Demolition & Site Prep	\$168,011
New Access Roads, Drop-Off, Parking and Roundabout	\$143,076
Construction Including Quad & Related Site Development	\$3,030,715
QKA Additional Services Fee for Master Planning/Programming/ City Coordination	\$85,000
Additional Services for Consultants	\$724,455
Total Revised Design Fee	\$4,151,257

- 6.3. Each portion of the project let separately on a segregated bid basis shall be considered a separate project for purposes of determining the fee.
- 6.4. Fee is exclusive of reimbursable expenses as defined in **Exhibit B** of the Master Agreement.
- 6.5. District shall pay Architect the Fee pursuant to the provisions of **Exhibit "D."**
- 6.6. Architect shall bill its work under this Agreement in accordance with **Exhibit "D."**
- 6.7. No increase in Fee will be due from change orders generated during the construction period to the extent caused by Architect's error.
- 6.8. The Architect's Fee set forth in this Agreement shall be full compensation for all of Architect's Services incurred in the performance hereof as indicated in **Exhibit "D."**
- 6.9. Regardless of the structure of Architect's Fee, the Architect's Fee will be adjusted downward if the Scope of Services of this Agreement is reduced by the District in accordance with this Agreement. District shall pay for Services authorized and performed prior to the notice to Architect of a reduction as indicated here.

Exhibit "A," Section I (MEETINGS / SITE VISITS / WORKSHOP)

Per Master Agreement

Exhibit "B," Section K (CRITERIA AND BILLING FOR EXTRA SERVICES)

All rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Services, unless agreed to in writing by the Parties and approved by the District's Board.

Exhibit "C" (SCHEDULE OF WORK)

Add the following to indicate the schedule for Architect's performance of the Project:

Phase	Date to be Completed OR Days for Completion Based on Notice to Proceed or Authorization to Move to Next Phase
For Schematic Design Phase:	Feb-July 2023
For Design Development Phase:	June-December 2023
For Construction Documents Phase:	June 2023-Feb 2024
For Bidding Phase:	
For Construction Administration Phase:	Starting June 2024
For Close Out:	

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

Alameda Unified School District

Date: _____

Signature: _____

Print Name: Robbie Lyng

Print Title: Senior Director of Construction

Quattrocchi Kwok Architects, Inc.

Date: 6/23/2023

Signature: 

Print Name: Mark Quattrocchi, FAIA

Print Title: Principal

Date: _____

Signature: _____

Print Name: Shariq Khan

Print Title: Assistant Superintendent, Business Services

Date: _____

Signature: _____

Print Name: Heather Little

Print Title: Board President

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Approval of Local Early Access Program (LEAP) for the 2023-2024 School Year

Item Type: Consent

Background: Local Early Access Program (LEAP) is a parent-child early intervention program serving children from birth to three years old who meet the following criteria:

- Developmental delay with 50% in one or more areas. Referrals are made by Regional Center East Bay.
- Children eligible for Special Education in the low incidence category.

LEAP is administered by Children's Hospital and Research Center at Oakland dba UCSF Benioff Children's Hospital Oakland ("CHILDREN's") and has more than 30 years of experience providing services to children with developmental disabilities and their families. This program has both a home-based and center-based component.

Funding is provided by the State Department of Education for infant discretionary programs. The funds flow through the Alameda Unified School District. LEAP invoices the District in four quarterly increments. The District benefits from this arrangement since the monies not spent by LEAP are available to pay for district level infant services and support.

AUSD LCAP Goals: 4. Ensure that all students have access to basic services.

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): \$327,197.78 (Funded by State Department of Education)

Recommendation: Approve as submitted.

AUSD Guiding Principle: #1 - All students have the ability to achieve academic and personal success. | #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, Assistant Superintendent of Educational Services

ATTACHMENTS:

Description	Upload Date	Type
□ 2023-24 L.E.A.P MOU	8/1/2023	Backup Material

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Approval of Quarterly Report on Williams Uniform Complaints

Item Type: Consent

Background: The Board of Education's approval is needed by the Alameda County Office of Education on the quarterly reporting of complaints received under the Valenzuela/CAHSEE Lawsuit Settlement – Williams Uniform Complaints.

There were no Williams Uniform Complaints during the quarter ending June 30, 2023.

AUSD LCAP Goals: 1. Eliminate barriers to student success and maximize learning time.| 4. Ensure that all students have access to basic services.

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): N/A

Recommendation: Approve as submitted.

AUSD Guiding Principle: #1 - All students have the ability to achieve academic and personal success.

Submitted By: Kirsten Zazo, Assistant Superintendent of Educational Services

ATTACHMENTS:

	Description	Upload Date	Type
▢	Williams Quarterly Report - April-June 2023_8.8.23	8/1/2023	Backup Material



**ALAMEDA COUNTY
OFFICE OF EDUCATION**
L. K. Monroe, Superintendent

Quarterly Report on *Williams* Uniform Complaints

[Education Code § 35186]

District: _____

Person completing this form: _____ Title: _____

Quarterly Report Submission Date:

(check one and include year)

☐ October _____ (for July-Sept)

☐ January _____ (for Oct-Dec)

☐ April _____ (for Jan-Mar)

☐ July _____ (for Apr-June)

Date for information to be reported publicly at governing board meeting: _____

Please check the box that applies:

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

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials			
Teacher Vacancy or Misassignment			
Facilities Conditions			
TOTALS			

Print Name of District Superintendent

Signature of District Superintendent

Date

Please return completed form to Phillip Owens
eFax: (510) 670-3236 | Email: phillipo@acoe.org

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title:	Approval of Special Education Local Plan Area Master Contracts
Item Type:	Consent
Background:	<p>Alameda Unified School District's Special Education Department contracts with non-public schools and non-public agencies to provide services to AUSD students under SELPA (Special Educational Local Plan Areas) agreements.</p> <p>(Fund 01) Agreement between AUSD and Anova Center of Education for a total value of \$297,486.00.</p> <p>(Fund 01) Agreement between AUSD and Bay Hill School for a total value of \$215,074.75.</p> <p>(Fund 01) Agreement between AUSD and Oak Hill School for a total value of \$69,247.50.</p> <p>(Fund 01) Agreement between AUSD and Ro Health for a total value of \$2,084,204.00.</p> <p>(Fund 01) Agreement between AUSD and Seneca Family of Agencies for a total value of \$209,485.00.</p> <p>(Fund 01) Agreement between AUSD and Speech Pathology Group for a total value of \$702,947.00.</p> <p>(Fund 01) Agreement between AUSD and Star Academy for a total value of \$92,614.00.</p> <p>(Fund 01) Agreement between AUSD and Star View for a total value of \$541,755.36.</p> <p>(Fund 01) Agreement between AUSD and The Eval Group for a total value of \$6,736.00.</p> <p>(Fund 01) Agreement between AUSD and The Phillips Academy for a total value of \$435,446.00.</p> <p>(Fund 01) Agreement between AUSD and The Springstone School for a total value of \$70,900.00.</p> <p>(Fund 01) Agreement between AUSD and Stepping Stones Group for a total value of \$325,600.00</p>
AUSD LCAP Goals:	4. Ensure that all students have access to basic services.
Fund Codes:	01 General Fund
Fiscal Analysis	
Amount (Savings) (Cost):	\$5,051,495.50
Recommendation:	Approve as submitted.
AUSD Guiding Principle:	#1 - All students have the ability to achieve academic and personal success.
Submitted By:	Kirsten Zazo, Assistant Superintendent of Educational Services

ATTACHMENTS:

Description	Upload Date	Type
☐ SELPA Contracts 8.8.23	8/4/2023	Backup Material

Meeting Date: August 8, 2023

Item Title: Approval of Special Education Local Plan Area Contracts

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.

In order to protect confidential student information, the contracts for non-public schools and non-public agencies related service providers listed below will be maintained in the Special Education Department for board members and public review.

- **Anova Center for Education**

Student #1 – S	\$69,846.00
Student #2 – T	\$113,820.00
Student #3 – M	\$113,820.00

- **Bay Hill School**

Student #1 – J	\$45,900.00
Student #2 – W	\$67,744.75
Student #3 – L	\$55,530.00
Student #4 – C	\$45,900.00

- **Oak Hill School**

Student #1 – R	\$69,247.50
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- **Ro Health**

4 RBTs, 8 BCAs, and 1 BCBA (ESY)	\$59,024.00
14 Paras (Elementary)	\$725,760.00
12 Paras (Secondary)	\$622,080.00
Nursing Services (District/PreK-ACDC)	\$107,100.00
Student #1 – W	\$51,840.00
Student #2 – Wo	\$51,840.00
Student #3 – J	\$51,840.00
Student #4 – La	\$51,840.00
Student #5 – Le	\$51,840.00
Student #6 – N	\$51,840.00
Student #7 – Sa	\$51,840.00
Student #8 – So	\$51,840.00
Student #9 – A	\$51,840.00
Student #10 – F	\$51,840.00
Student #11 – B	\$51,840.00

- **Seneca Family of Agencies**

Student #1 – B (ESY)	\$14,554.00
Student #2 – H (ESY)	\$3,888.00
Student #3 – J	\$50,214.00
Student #4 – W	\$134,304.00
Student #5 – J (Amendment)	\$2,400.00
Student #6 – W (Amendment)	\$4,125.00

- **Speech Pathology Group**

Speech and Language Services – A.V.	\$175,497.00
Speech and Language Services – E. A.	\$175,497.00
Speech and Language Services – M.S.	\$175,497.00
Speech and Language Services – S.P	\$176,456.00

- **Star Academy**

Student #1 – G	\$92,614.00
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- **Star View**

Student #1 – C	\$541,755.36
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- **The Eval Group**

Psychologist – J. M (Amendment)	\$6,736.00
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- **The Phillips Academy**

Student #1 – Ba	\$76,981.50
Student #2 – Bo	\$82,183.00
Student #3 – H	\$65,538.00
Student #4 – S	\$64,405.00
Student #5 – B	\$76,724.00
Student #6 – R	\$69,615.00

- **The Springstone School**

Student #1 – W	\$37,300.00
Student #2 – B	\$33,600.00

- **The Stepping Stones Group**

Speech and Language Services – D.R	\$162,800.00
Speech and Language Services – K.T	\$162,800.00

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Approval of Transitional Kindergarten (TK) Curriculum

Item Type: Consent

Background: The Transitional Kindergarten committee recommends that AUSD adopt Pre-K On My Way as the Transitional Kindergarten curriculum.

A Transitional Kindergarten committee was convened during the 2021-22 school year. Members of this committee participated in a thoughtful process which included the review of a variety of early learning curriculum, research on developmentally appropriate practices, and a pilot implementation process over the course of the 2022-23 school year.

Pre-K On My Way is a developmentally appropriate comprehensive curriculum that supports the domains of learning for young children, including language, literacy, social emotional development, math, social studies, and physical development.

Pre-K On My Way is aligned to the CA Preschool Learning Foundations (California's standards for young learners) and is designed to support play-based, hands-on learning. The curriculum includes a classroom library, manipulatives, assessments through observations, online learning, and suggestions for fostering a home/school connection.

AUSD 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.| 4. Ensure that all students have access to basic services.

Fund Codes: 01 General Fund

Fiscal Analysis

Amount (Savings) (Cost): 2022-23 Pilot Implementation - \$24,760.11 and 2023-24 expansion of TK to other sites - \$16,470.50.

Recommendation: Approve as submitted.

AUSD Guiding Principle: #1 - All students have the ability to achieve academic and personal success.| #2 - Teachers must challenge and support all students to reach their highest academic and personal potential.| #3 - Administrators must have the knowledge, leadership skills and ability to ensure student success.| #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, Assistant Superintendent of Educational Services

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Approval of Updated Safety and Security Standards

Item Type: Action

Background: In November 2015, the Board approved the District-wide safety and security standards. These standards were developed by a committee composed of District staff, school administrators, and the Alameda Police Department.

The purpose of the District Wide Safety and Security Standards is to guide facility design across the District. The standards are intended to address all school's typical issues and challenges as well as their specific facility's needs. They are designed to provide a standard level of safety and security measures to help ensure equity among campuses throughout the District. These standards were developed as a starting point for campus-specific modernization and improvement projects at each site.

The intent is not to define precisely what facilities each school campus will have but to provide a clear set of generalized facility standards that can be adapted to each campus. Further, the intent is that these standards can be applied as individual safety and security improvement projects throughout the District or implemented as part of broader campus modernization projects for each campus.

The District updated the safety and security standards in 2017. Similar to 2015, a committee was set up to discuss and recommend changes regarding classroom locks to the Board. The Board approved the revised safety and security standards on February 28, 2017.

In 2022, after the passage of Measure B, the District convened a new Safety and Security committee to review the District current standards and make recommendations. Committee member details can be found in Appendix A of the attached report.

The 2022 committee has made one recommendation concerning locks for the Board to consider. This relates to locking hardware used on exterior gates. Currently, the District installs a panic bar on gates required for exiting by the Fire Department. In addition, sites also have utility gates that the maintenance department uses to bring in their equipment. These utility gates use a chain wrapped around the fence post and locked.

Whereas the gates with panic hardware are very effective in exiting the site, they create a situation where students may exit the site without the knowledge of school administrators. The proposed change would add a "cane bolt" option (figure 3) to the utility gates, which will stay unlocked during school hours. This option provides the balance schools are interested in creating. In case of an emergency, school personnel would be able to use the cane bolt to open the gate. However, at the same time, students may find it difficult to

operate.

Staff is asking the Board to approve the committee recommendations to the updated Safety & Security Standards.

AUSD LCAP Goals: 4. Ensure that all students have access to basic services.

Fund Codes: 21 Building – Bond Fund

Fiscal Analysis

Amount (Savings) (Cost): 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: Shariq Khan, Assistant Superintendent of Business Services

ATTACHMENTS:

Description	Upload Date	Type
□ Updated Standards_Clean	8/1/2023	Backup Material
□ Updated Standards_Tracked Changes	8/2/2023	Backup Material



ALAMEDA UNIFIED SCHOOL DISTRICT

Updated Facility Design Standards for Safety and Security

Updated from February 28, 2017 Board Approved Version

DRAFT UPDATE – 30 December 2022

TABLE OF CONTENTS

INTRODUCTION.....	1
The Safety and Security Committee.....	1
Standard Operating Policies and Procedures	1
ACKNOWLEDGEMENTS	2
APPLICABLE STANDARDS AND REGULATIONS.....	3
PURPOSE	3
DISTRICT WIDE STANDARDS FOR SAFETY AND SECURITY	4
Secure Perimeter Fencing and Gates.....	4
Front of School Fencing and Gates	5
The Primary Entry Point Fencing and Gates	5
Secondary or “Inner Core” Fencing and Gates	5
Location of Administration	6
Windows.....	6
Doors and Locks for Access Control	9
Security Locks.....	9
Security Management System	11
Key Management System	11
Video Surveillance	12
Radio Coverage.....	13
Intrusion Alarm System.....	13
Fire Protection System.....	13
Site Lighting	13

Communications.....	14
Building Identification Signage	14
Lockable Storage	15
Identification Badging.....	15
Disaster Preparedness.....	15
Collaboration with Alameda Police & Fire Departments	15
Security Measures and Lockdowns.....	16
Site and Building Safety Issues	16
Metal Detectors	16
Parking and Drop-off	17
Bicycle Storage	17
The Alameda County Safe Routes to Schools	17
Site Specific Safety and Security Measures	18

APPENDICES

Safety And Security Meeting Notes	Appendix A
December 16, 2016, Facility Design Standards for Safety & Security Committee Meeting.....	Appendix A

INTRODUCTION

In 2014, the voters of the Alameda City Unified School District (AUSD) passed bond Measure I and in 2022 Measure B. Upon passage of Measure B, AUSD requested Quattrocchi Kwok Architects (QKA) to work with a new District Safety and Security Committee to review and update the February 28, 2017, Board approved Districtwide Safety and Security Standards. This document is the result of that effort.

Costs and Budget for Measure I projects:

The budget for each project listed in the Measure B Ballot Proposition is an estimate and may be affected by factors beyond the District's control. The final cost of each project will be determined as plans are finalized, construction bids are awarded, and projects are completed. Based on the final costs of each project, certain projects may be delayed or may not be completed with Measure B funds.

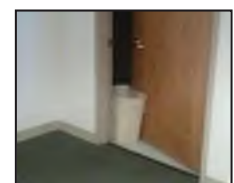
The Safety and Security Committee

The Measure B UPDATE to the Safety and Security Committee is composed of District Staff, School Administrators, and Alameda Fire Department personnel. This committee met two times to develop these Updated standards. The original 2015 to 2016 Safety and Security Committee met five times. The findings and recommendations of this report are the result of the recommendations of the AUSD Safety and Security Committee over the course of these

meetings. All notes from the meetings are contained in an appendix at the end of this document. The intent is not to define exactly what facilities each school campus will have, but instead, to provide a clear set of generalized facility standards that can be adapted to each campus. Further, the intent is that these standards can be applied as individual safety & security improvement projects throughout the district or implemented as part of broader campus modernization projects for each campus. Thus, the standards can be implemented in a way that coordinates with the Districtwide master plan while at the same time allowing for flexibility in scheduling.

Standard Operating Policies and Procedures

In addition to these standards regarding safety and security for facility design, the AUSD Student Services Department has independently partnered with Alameda Police Department to develop safety and emergency procedures and protocols. It is critical that AUSD District and school staff implement and consistently enforce clear and comprehensive standard operating policies and procedures (SOP's). Periodic training and updating of these SOP's is also recommended for both staff members as well as students. Even the best of safety and security-oriented facility upgrades can be undone if policies and procedures are not understood and followed on a regular basis.



ACKNOWLEDGEMENTS

The task of developing the AUSD UPDATED Safety and Security Standards could not have been accomplished without the dedication and contributions of the members of the 2022 Safety and Security Committee. We would like to take this opportunity to thank the following people for their contribution of time, leadership, and direction necessary to develop these Standards:

DISTRICT & SCHOOL STAFF

Shariq Khan, Assistant Superintendent, Business Services
Robbie Lyng, Senior Director of Construction
Susan Davis, Senior Manager, Community Affairs
Kristen Zazo, Assistant Superintendent, Educational Services
Robyn Odell, AUSD Technology Director
Yvonne Wright, Director, Elementary Education
Bernadette Guard, Construction - Maintenance, Operations & Facilities
Dani Krueger, Coordinator of Business Services
Monty Patterson, Director – Maintenance, Operations and Facilities
Robert Ithurburn, Alameda High School Principal
Michael Lee, Assistant Principal Alameda High School
Greg Sahakian, Principal Edison School
Carrie Berg, Principal Maya Lin School
Sheila Sathewarner, Principal Lincoln Middle School

CITY OF ALAMEDA

Justin Hearn, Alameda Fire Marshal
Steve Floyd, Alameda Assistant Fire Marshal

DESIGN TEAM

Mark Quattrocchi, FAIA, Principal, Quattrocchi Kwok Architects
Joel Williams, AIA, Studio Leader, Quattrocchi Kwok Architects

APPLICABLE STANDARDS AND REGULATIONS

The District Wide Safety and Security Standards were developed in the context of and with reference to a variety of existing standards, requirements, and policies.

California Department of Education (CDE)

CDE and the California Education Code provide guidelines and standards for Educational Facilities. The recommendations and decisions of the committee shall be configured and implemented in such a way as to meet the intent of the committee while meeting the requirements of these CDE facilities standards. It is the intent of these standards for all schools to comply with CDE facility requirements.

Division of the State Architect (DSA)

Projects for all school construction, renovations and additions are required to meet the standards and regulations of the Division of the State Architect. Requirements for California Building Code compliance, as well as the Americans with Disabilities Act (ADA) and requirements for emergency vehicle access will be addressed in the development of all projects. All modernization or new construction projects will comply with the requirements of the current edition of the California Building Code as adopted by DSA.

AUSD Mission, Core Values and Goals

The process of developing the District Wide Safety and Security Standards and this document were developed within the framework of the established direction and philosophy of AUSD, as summarized in these documents.

PURPOSE

The purpose of the District Wide Safety and Security Standards is to guide Facilities design across the District. The standards are intended to address the typical issues and problems at each type of school and their specific facility's needs. They are intended to provide a standard level of safety and security measures to help ensure equity among campuses throughout the District. These standards will serve as a starting point for campus specific modernization and improvement projects to be undertaken at each site.

Student safety and security is a primary concern of AUSD and an important consideration in any facilities decision. There is a fundamental need to maintain the school as a safe space for students and was the primary focus of Committee discussions. The Committee also discussed the need for school campuses to feel open and inviting while maintaining security. Controlling the connection between the campus and the community and between spaces on each campus is also an important part of maintaining security and supervision on a day-to-day basis. One of the main themes for the Committee was the need to strike an appropriate balance between the need for security and the need for openness and connection

DISTRICT WIDE STANDARDS FOR SAFETY AND SECURITY

Secure Perimeter Fencing and Gates

Fencing: Each school campus shall have a fenced and secure perimeter. Perimeter security should allow for only one primary point of entry, at the main office, during school hours. Except at the front of school (see below), general perimeter fencing shall be chain link metal fencing, six feet tall, except for specific athletic fields requiring taller fencing for ball-control.

Gates: There can be a number of perimeter gates for use during non-school hours, including drop off and pick up times. This can vary on a site-by-site basis. Operational policies are necessary to manage when gates are opened and when they are locked. Unlocked *Cane-Bolts* on the campus side of gates can be used where allowed by code – particularly for remote field gate to allow easy operation without the maintenance issues of panic hardware.

Wherever possible the campus buildings shall be used to create a secure perimeter to minimize the use of fencing and present a more inviting image to the community. Fencing shall be a minimum of six feet tall and include lockable gates. Fencing design shall minimize the number of gates to make securing the school as easy as possible, while still providing needed access gates. The secure perimeter shall include field and asphalt play areas.

Access to fields and playgrounds: Community access will be provided to all fields and playgrounds. Gates shall be provided in the perimeter fencing and be capable of being unlocked at the end of the school day to allow community access.



Chain link perimeter fencing



Gate with exit device for safe dispersal.



Cane Bolt Option – Where allowed by code



Higher fencing for sports and ball control

Front of School Fencing and Gates

While the general perimeter fencing should be chain link metal fencing, it is the goal of the committee that the front of the school should have a more visually pleasing fence and gate design. Thus, durable, ornamental metal fencing should be specified. The height of six feet should be maintained.

The Primary Entry Point Fencing and Gates

The primary entry point should be easily identified through a combination of unique architecture and signage. While being mindful of cost, this fencing and entry gate assembly can be uniquely designed for each site. The primary point of entry may be more elaborate than the front of school fencing specification. While maintaining budget, it may include archways, arbors, identification lettering and the like.

Secondary or "Inner Core" Fencing and Gates

A second line of fencing may be provided to separate the buildings, courtyards, and spaces around the buildings from the general field and play areas to prevent vandalism and theft at the buildings during non-school hours. However, this is a secondary concern and should be addressed at each campus on a case-by-case basis. The design of this fencing can be chain link or ornamental, and its height can be less than six feet tall.

Community Involvement for Fencing: It is advised to engage the community (adjacent homeowners, etc.) in the design process for perimeter fencing.



Ornamental fencing



Primary entry point fencing and gates



Secondary or "inner core" fencing

Location of Administration

The Administration area should clearly serve as the point of entry to the school. At the point of entry, the Administration area should have a lobby or waiting area for parents and visitors with a reception desk or counter that faces the entrance and windows onto the main entry approach.

Some campuses have existing reception and administration, and spaces that are not near a campus entry. This is a long-term goal and not all administration offices will be relocated under the current bond. When economically practical, and potentially via future funds, the administration should be relocated to the primary point of entry to the campus. Whenever practical, the Administration area should also be centrally located to provide good visibility for campus supervision and for easy accessibility by students.

It is desirable for the reception counter or desk to provide a barrier between visitors and the remainder of Administration with a swing gate or other barrier. The reception area should have restrooms and lockable storage for guest's possessions so that visitors do not have to enter the administration office space in order to access these facilities.



Windows on entrance for good surveillance of visitors

Windows

Placement: In addition to improving daylighting and quality of space, windows should be placed for improved campus supervision so occupants can see out onto approaching walkways and outdoor gathering areas. Additionally, windows shall allow visual access to the occupants as a means of surveilling the activities within the space.

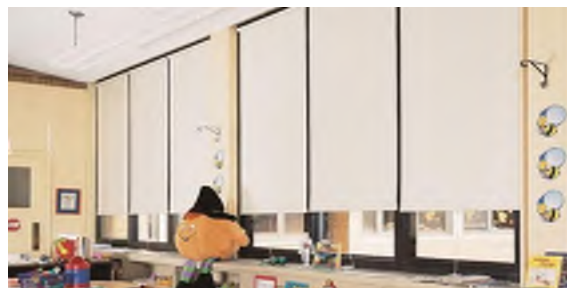
Landscaping should be maintained and trimmed in order to maintain lines of sight to and from walkways, gathering areas, and parking areas.



Windows on outdoor gathering areas

Door vision and sidelights: All office, conference rooms, and classroom doors should be provided with a window or sidelight for visibility of the outside of that door.

Window Shades: All windows (including, whenever practical, in entry doors) shall have functioning shades which can be closed easily to prevent visibility into classrooms from the outside.



Window shades block views into rooms

Safety Glass and Security Film: With an increased concern for student injury caused by broken windows and classroom vulnerability, the Committee discussed glazing options in classrooms. The type of glazing products used for each school will depend on window location and budget – with budget being a significant determinant. There is a variety of safety glass products on the market today, each offering a differing level of security and cost implications. Below, in order from most secure and most expensive to least, is a summary of options discussed. Bullet resistant glass was discussed and determined to be technically infeasible due to the prohibitive cost. Depending on each site's specific circumstances and project budgets, below are options selected by the committee and intended to help protect against unlawful entry as well as injury due to broken glass.

Laminated Safety Glass: Laminated safety glass (such as that produced by School Guard) is an expensive enhanced laminated glass product consisting of outer layers of glass with a custom security strengthened substrate core. Some tests show that this type of safety glass holds together longer than laminated glass when shattered, and is thus intended to slow down intruders.

Laminated glass: Laminated glass holds together when shattered. In the event of breaking, it is held in place by a factory installed interlayer between two or more layers of glass. The interlayer keeps the layers of glass bonded even when broken, and its high strength prevents the glass from breaking up into large sharp pieces. Glass at all elevator hoist

ways and car enclosures, sloped glazing, and skylights is required to be laminated per the California Building Code.



Laminated glass breaking pattern

Tempered glass: Tempered glass has increased strength and will usually shatter in small, square pieces when broken. It is used when strength, thermal resistance and safety are important considerations. Tempered glass is a building code requirement for locations within doors, directly adjacent to doors, and below 30" above the ground. In some tests of extreme impact, such as baseball bat strikes, this glass can break.



Tempered glass breaking pattern

Security window film: Security window film (such as that manufactured by 3M and others) is a field-applied film intended to function like laminated glass. This film is applied to existing or new glass surfaces in order to hold the glass pieces together when shattered, similar to laminated glass. This film

is susceptible to damage due to its placement of the exposed surface of the glass, and thus may require some level of maintenance over time. There is controversy over the use of security window films on new window frames. Some manufacturers indicated installing security window films to their products will void the factory warranty. Use of these films on new windows requires research into the implications on the window manufacturer's

warranty. Alameda Fire Department takes no exception with the use of this film.



Glass with security film breaking pattern

Doors and Locks for Access Control:

Electronic Keycard Systems:

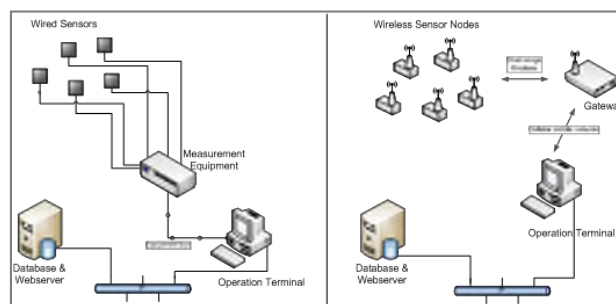
A keycard lock is a lock operated by a keycard, a flat, rectangular plastic card with identical dimensions to that of a credit card that stores a physical or digital signature which the door mechanism accepts before disengaging the lock. There are several common types of keycards in use, including magnetic stripe, smart card (embedded with a read/write electronic microchip), and RFID proximity cards. These keycards are monitored and controlled by a security monitoring system, which is discussed later in this report.

Keycard Locations: Whenever there is a primary point of entry into a building that houses assembly occupancies (administration entrances, multi-use, gym, library, etc.), or multiple office or classroom spaces, the primary entry doors shall be equipped with an electronic keycard system, also known as Proximity Card system, that is connected to a campus or district wide monitoring system.

Examples of assembly occupancies are administration reception areas, and areas most commonly used after hours including multi-use rooms, gymnasiums, aquatic centers, and libraries. The keycard shall be the “smart-key” type allowing it to be activated for specified amounts of time, associated with particular users, and deleted from the system should it be lost or stolen. The monitoring software selected should be as flexible as possible to allow for growth of the system to potentially include individual classroom, office, and storage room doors to the system.

Keycard readers can be installed as hardwired units (physical connection to the server via conduits), or as wireless units that operate over a Wi-Fi network

The hardwired version is more expensive to install and provides continuous “real time” communication to the server. Wi-Fi versions are less expensive to install, function on batteries, and communicate with the server on regular scheduled intervals programmed by the District. Neither version functions during power outages, nor both can be programmed to be fail-safe (unlock in the event of a power outage) or fail-secure (lock in the event of a power outage). It is the recommendation of these standards that the AUSD contract with door hardware and security consultants to develop the District specifications in this regard.



Hardwired

Wireless

Storage Rooms with Sensitive or Expensive items:

Such as nurse's offices where medication is stored, computer and server rooms, etc., may also have the keycard system at the point of entry.

Security Locks

All office, conference room and classroom doors shall have hardware that allows the door to be locked from the inside without having to open the door to lock it. There are currently two versions of this device on the market, one that can be locked

from the inside with a key, and the other that can be locked from the inside with a push button. It is important to note that both versions are code compliant. Currently, in the bay area there are school districts that have chosen the push button version of this device, while QKA's experience has solely been with school districts that have chosen the keyed option.

On November 11, 2015, the Board approved the standards enclosed in this document which at the time included push button locks. Following that approval, QKA and staff further researched the classroom locks as approved in the initial standards. The committee was reconvened on December 16, 2016, to discuss the research compiled and to decide on a potential change from the inside push button lock to an inside keyed lock.

Due to the discussion and findings, the committee voted to change the classroom lock standards. On February 28, 2017, the Board of Education approved the amended District Wide Safety and Security Standards to include keyed double-sided locks.

Non-occupied spaces, such as, Janitor and non-sensitive storage spaces: Per the direction from the Maintenance, Operations and Facilities (MOF) Department staff, these spaces shall be lockable, but these non-occupied spaces do not have to be equipped with the security hardware mentioned above.

Doors with Panic Hardware: Exit doors from science classrooms, classrooms over 1,000 square

feet, and all assembly spaces are required to have Panic Hardware on the interior of the doors per California Building Code and DSA. A Panic Hardware exit device is a device for unlocking a door during emergency conditions when the intent is for occupants to exit quickly. When the lever is either pushed or depressed from the inside, it activates a mechanism which unlatches the door allowing occupants to leave quickly from the building. The inside cylinder should be keyed so that a key will operate it. Hex or Allen wrenches shall not be utilized in lieu of a key. While these devices require a key to lock from the inside (there is no push button equivalent) they do meet the requirements for classroom security function and for emergency exiting.



Panic Hardware on inside of exit doors

Exterior Doors: Exterior doors shall be heavy duty Fiberglass Reinforced Panel (FRP) door construction and include heavy duty strike plates at the jamb. All doors will be specified as part of the district design standards that are beyond the scope of this report.

Security Management System

A Security Management System (SMS) shall be provided that will operate, control, monitor and record events and activity generated by electronic physical security system devices deployed throughout the District. The SMS shall be a server-based software platform that seamlessly integrates to and operates with access-controlled doors, intrusion alarm system, and the video management system. The SMS shall communicate with devices and systems via a security VLAN established on the District's Ethernet network backbone. The SMS shall utilize architecture that allows system users to monitor activity in real time, control electronic door locks and devices in real time, and review stored alarm activity and captured video on demand. The SMS may also serve as the ID badging system for the District.



Integrated Video and door monitoring systems

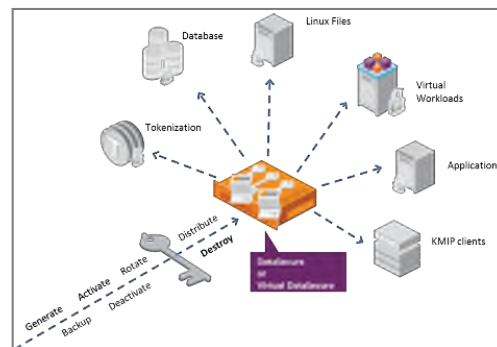
Key management:

Policies and Procedures: A Key Management Policy should be established in order to help protect the life, property, and security of the school district facilities and all its occupants. It shall serve as the framework by which all keys and access

credentials will be managed, issued, duplicated, stored, controlled, replaced, and accounted for by the Maintenance, Operations and Facilities Department. This policy should be adopted at a district level to allow full and complete implementation and enforcement.



Management System: There should be comprehensive, integrated key management system that can be tied to the security monitoring system and the electronic keycard system. In order to develop this District wide key management standard, the MOF should consult with a door hardware consultant with an expertise in key management systems, policies and procedures.



Key management systems

Video Surveillance

Some schools currently have limited video surveillance systems. Additional video security systems are a strong desire of the committee to deter criminal and destructive activity and to assist in the identification and prosecution of those who do engage in destructive or criminal activity. The video should be recorded digitally and stored at the District's data center. It was agreed that notification of video surveillance should be sent home with each student at the beginning of each school year, and that signage be installed at each site, at primary entrance points, that clearly state that video surveillance is employed at the site.

Locations: Video monitoring should be provided at select locations at each campus. Site specific locations should be coordinated with each school's principal and with MOF staff. Locations of first priority are: primary entrances, student gathering areas, bike racks, locations where money is exchanged, book/backpack locker areas, and cafeterias.

Video Software and Storage: The software system should be integrated with the door monitoring software, or one in the same. Refer to District Design Standards for specific specifications. Video recordings shall be stored at the District's Data Center. Video should be fed back to the District Data Center, and available for up to two weeks on select computers. Password access should be required for access. It is strongly recommended that the video be accessed only over a secure VLAN network.

Locations of Servers: At campuses that have a large number of cameras (high school campuses for

instances) it is recommended that there be central servers located on-site. The elementary and middle schools, with smaller numbers of cameras, can be served by a remote server located at the District Data Center.

Privacy Issues: It was suggested that this issue of video monitoring be reviewed with the District's legal counsel prior to pursuing so that issues, such as, privacy can be correctly addressed.

Signage: Each campus that utilizes video surveillance should have clear signage indicating that visitors and occupants will be under video surveillance. The exact text and location of signage shall be developed with the advice of District legal counsel. The exact location of signage shall be determined on a case-by-case basis with MOT but should be at primary entry points and gathering points at a minimum.

Operating Procedures: Operating procedures need to be established at each site for emergency situations. This will be mentioned in the safety and security standards but the procedures themselves are beyond the scope of those standards.



Radio Coverage

Due to limited cell phone coverage throughout the District, many site staff members communicate via two-way radios during school hours and special events, such as, sporting events. The purpose of much of this communication is safety, security, and crowd control. Therefore, it is imperative that strong radio signals be available at all campus facilities. Each site should be assessed for adequate radio coverage by MOF staff. If weak or non-existent signals are identified, repeating devices and or transmitters shall be installed in order to provide adequate coverage.

Intrusion Alarm System

Each campus shall have an Intrusion Alarm System that will be comprised of door and window alarm contracts, motion glass break detectors, and glass break detectors connected to and controlled by an alarm panel/dialer. The alarm panel/dialer shall be connected to a telephone line for connection to an alarm monitoring service provider. It will also be connected to a District's SMS via the security VLAN to allow the campus, buildings and/or zones to be alarmed and disarmed remotely and on time schedules. The SMS integration requirements make it imperative that the Intrusion Alarm System be compatible with the SMS and of a consistent manufacture throughout the District.

Fire Protection System

Fire alarm systems and smoke detectors shall be brought up to current code standards per Division of the State Architect requirements. Wherever possible an automatic single system shall be created

on each campus. Where multiple systems occur on a campus they should be connected together (as stated in the AUSD Education Specifications). New buildings shall have new code compliant fire sprinkler systems as required by the Division of the State Architect.

Site Lighting

Site lighting for safe walking and ease of supervision shall be provided at the buildings, parking lots, and paths of travel

This lighting should be connected to a programmable time clock. This programmable time clock can be programmed for general evenings, weekends, special events, etc.

The system should include motion sensors that are dim and brighten upon sensing any motion.

Campus security lighting that is motion sensor activated was requested to specific places of concern at each campus and may vary from campus to campus.



Site lighting

Communications

Each classroom on every campus shall have an effective and operational two way communications system. The communication system needs to provide the ability to contact 911 directly from all devices and to broadcast announcements to all areas of the campus simultaneously, including, all teaching spaces, assembly spaces, offices, and outdoor areas. It should be accessible to make these announcements from anywhere on campus. The system shall also provide the ability for District office staff to notify other school sites in an emergency. It was agreed that this system should be Voice over Internet Protocol (VoIP) system at each campus. This system shall be intergrated into the clock, bell, and speaker system if possible.



Building Identification Signage

Each school should be clearly identified by monument or wall mounted signage. Individual buildings should also be clearly marked (numbered) with signage placed high on buildings so that landscaping or other amenities/objects cannot obstruct the view of visitors or emergency response personnel.

Each building “address” (letter or number designation) shall be kept up to date and current within the District security systems, as well as, with emergency response agencies such as police and fire.



Building Identification signage



Building address signage

Lockable Storage

Each campus shall have secure, lockable areas, cabinets or rooms for technology storage, chemical and classroom equipment storage, as well as, storage for personal items for staff, faculty, and visitors. For visitors this storage should be located near the front of the reception area to limit visitor's access to staff and student areas unless otherwise authorized. Additionally, secure lockable storage should be provided at all nurse stations for the securing of medications, epi-pens, etc.



Lockable storage



Lockable chemical storage

Identification Badging

Visible Identification badges should be worn by all District staff while on any site. This includes District contractors. While something requiring further consideration, it may be desirable when MOT staff or volunteers are on site that in addition to visible I.D badges, they also wear colored vests for easy identification.

Disaster Preparedness

Emergency supply containers shall be fully stocked and located at each school site. The location of emergency supply containers or sheds should be at or near the "safe dispersal" areas and away from structures. Containers should not be used for general storage per the advice of the Alameda Police Department. These areas should be separate from any "command central". Further, temporary command centers should be located upwind from airborne hazards.

Alameda Police Department also advises that every school site should have a Community emergency response training (CERT) plan. The CERT plans are procedural items that are to be developed outside this facility safety and security standards due to the confidential nature of their content.

Collaboration with Alameda Police & Fire Departments

AUSD is currently and continuously working with APD to review safety at each school site. It is appropriate for this collaboration to continue and be revisited on a regular basis.

Security Measures and Lockdowns

The District has worked closely with the Alameda Police Department to develop security measures and procedures for intruder and emergency situations. Due to the confidential nature of information contained in the security measures they are not duplicated here at the request of the Alameda Police Department representative. Authorized parties should refer to AUSD's Emergency Action Plan (EAP). It is worth repeating that ongoing training and continual enforcement of operating procedures are critical to the security measures discussed in the EAP.

Site and Building Safety Issues

There are a variety of ongoing safety issues that should be addressed on a case by case basis and that generally falls under the following two categories:

Maintenance: Should safety issues arise from maintenance items, such as, graffiti, broken fences, broken windows, damaged door hardware, faulty railings, etc., these items should be of the highest priority for the MOF staff to address.

Design: As the District moves forward with implementing the current and future bond programs, a primary focus of any facility assessment and modernization project should consider and address whenever possible any existing facility design issue that present a hazard or safety issue. These include but are not limited to the following examples: Roofs that are easily accessed, alcoves that are difficult to monitor, large elevation changes that lack proper guard-railing, and designs that allow for skateboarding or similar potential hazards.

Metal Detectors

Some school districts have chosen to utilize metal detectors at the primary entrances to some of their campuses, although, QKA has not been involved with any of these projects.

Additionally, the current AUSD Education Specifications addresses the potential for metal detectors, stating that in certain circumstances, it may become necessary to consider installing metal detectors at High School main entrances.

This may be considered on a site-by-site basis if approved by the Board of Trustees, and community input should be considered. At this time, no recommendations is made to add metal detectors.



Fencing creates easy opportunity to climb onto roof



Unrepaired window creates hazardous condition

Parking and Drop-off

Parking and drop off has been addressed in the District Education Specifications and in the May 27, 2014 AUSD Facilities Master Plan (FMP). Consistent with those documents, new or updated parking and drop off are recommended to improve site safety. Not all sites have the space to add parking and drop off but where possible and when budget allows a safe site-specific parking lots and drop off loops should be provided at elementary and middle school campuses. The drop off loop should be separate from the parking areas and the bus drop off areas where possible. Safety procedures should be in place and efforts should be made to ensure parents and students follow safety procedures.

Bicycle Storage

Provide visible, lockable storage area for bicycles at the front of school and away from vehicular traffic in lockable fenced area. Situate so that it can be visible and supervised from adjacent buildings.

The Alameda County Safe Routes to Schools

(Excerpted from the AUSD Education Specifications) AUSD participates in the Safe Routes to School program with the Alameda County Transportation Commission. The Safe Routes to School program is a collaborative program where multiple agencies work together to ensure that students have a safe path to and from school campuses. The program evaluates school campuses, identifies issues with the routes to the school, and works with the agencies involved to design and implement solutions to those problems. AUSD has worked collaboratively with the City of

Alameda on a number of Safe Routes to School projects and continues to actively work with the program to address all of the school sites.



Student drop off



Student drop off



Bicycle storage

SITE SPECIFIC SAFETY AND SECURITY MEASURES

Measure B is based on the July 2022 “Addendum to the June 10, 2014 AUSD Facility Master Plan;”, which identified renovations, modernizations, and repairs needed in AUSD's school sites.

Overlapping projects:

In addition to District Wide Safety and Security measures discussed in the preceding sections of this report, the Measure B bond also identifies Safety and Security Projects that overlap with site specific renovations, modernizations, and repairs. These overlapping projects will vary according to the conditions and needs at each site and may be implemented as stand-alone projects or as part of larger site modernization projects as identified in the Addendum to the 2014 Facilities Master Plan . These Include:

Accessibility: As budgets allow, site facilities should be modernized to meet current DSA and building code standards for accessibility for people with disabilities, including providing barrier free paths of travel and building access.

Portable Buildings: Many portable buildings throughout the District are beyond their service life and no longer meet minimum standards for student use, including, minimum standards for health, safety, and academic standards. As budgets allow portable buildings that fall below these minimum standards should be removed and replaced with permanent classrooms.

Hazardous Materials: All school buildings under Measure B should be reviewed in order to determine if and where hazardous materials, such as lead paint and asbestos, exist. Projects should be implemented to lawfully remove these materials and replace them with new, safe materials that meet the current AUSD material design standards. Coordination with AUSD Compliance personnel is required for each project to review current report status for buildings within each project.

Earthquake Safety: The Division of the State Architect requires that any school building intended for student use must meet strict earthquake (seismic) structural standards. All buildings within AUSD used to house students shall meet these standards. Further, any modernization project to any school building shall endeavor to enhance structural integrity of the building.

APPENDIX A

Safety and Security Meeting Notes

The following pages contain the meeting notes from the following meetings:

Meeting Notes From 2022 **UPDATED** Facility Design Standards for Safety and Security Committee

- Update Committee Meeting #1 October 2, 2022
- Update Committee Meeting #2 October 18, 2022

Meeting Notes From Original 2015 to 2016 Facility Design Standards for Safety and Security Committee

- Committee Meeting #1 May 19, 2015
- Committee Meeting #2 June 2, 2015
- Committee Meeting #3 June 16, 2015
- Meeting with door hardware consultant, July 8, 2015
- Meeting with door hardware and security consultants, August 6, 2015
- Committee Meeting #4 September 15, 2015
- Committee Meeting #5 December 16, 201

December 16, 2016, Facility Design Standards for Safety & Security Committee Meeting



QUATTROCCHI KWOK
ARCHITECTS

4 October 2022

Alameda USD Safety & Security - Meeting Number 1 Notes

Zoom Meeting, 1:00 PM

Attendees:

Name	Organization	Email
Robbie Lyng	AUSD	RLyng@alamedausd.org
Bernadette Gard	AUSD	BGard@alamedausd.org
Shariq Kahn	AUSD	SKhan@alamedausd.org
Dani Krueger	AUSD	DKrueger@alamedausd.org
Morty Patterson	AUSD	MPatterson@alamedausd.org
Susan Davis	AUSD	SDavis@alamedausd.org
Greg Sahakian	AUSD	gsahakian@alamedausd.org
Robyn Odell	AUSD	rodell@alamedausd.org
Michael Lee	AUSD	mlee@alamedausd.org
Carrie Berg	AUSD	cberg@alamedausd.org
Sheila Sothe Warner	AUSD	SSotheWarner@alamedausd.org
Justin Hearn	Alameda Fire Marshal	jhearn@alamedaca.gov
Steve Floyd	Alameda Assist. Fire Marshal	SFLOYD@alamedaca.gov
Mark Quattrocchi	QKA	Markq@qka.com
Joel Williams	QKA	joelw@qka.com
<u>Not Attending and Copied on Notes:</u>		
Robert Ithurn	AUSD	Rithurn@alamedausd.org
Yvonne Wright	AUSD	ywright@alamedausd.org
Kristen Zazo	AUSD	KZazo@alamedausd.org

Introduction

Shariq explained the purpose of the Safety and Security Committee, dating back to the Measure I Bond. The previous group formalized their recommendations into a set of recommendations that were adopted by the Board of Education to use as a roadmap to guide decisions on the projects executed with Bond funding.

The current Committee is convening now to review the previous recommendations and making any updates that are relevant to current needs.

Personal introductions were made.

MAP:

636 Fifth Street, Santa Rosa, CA 95404

EAST BAY:

55 Harrison Street, Suite 525, Oakland, CA 94607

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Background of Existing Plan

Mark walked the group through the existing Facility Design Standards for Safety and Security, dated February 28, 2017.

The document is an overarching set of principles for the entire district, not meant to specifically direct actions for each specific campus. Rather, they should be used to inform the decisions that are made in the context of each unique location.

Key Topics:

- Fencing and Gates
- Location of Administration
- Windows, window covering, glazing types
- Door Hardware, Electronic locks, Security Locks, Panic Hardware, Security Management Systems, Video Surveillance
- Site Lighting
- Communications
- Building ID Signage
- Lockable Storage
- ID Badging
- Disaster preparedness
- First Responder Collaboration
- Metal Detectors
- Parking & Drop-off, Bicycle Storage, Safe Routes

It was asked about who the responsible party is for ensuring these standards are followed. Mark explained that the District Facilities Department has the primary responsibility, along with the architects working on the projects at each campus.

Fencing and Gates

Mark explained in a bit more detail how the topic of Fencing and Gates has been managed previously. Most district school's will have a complete, secure perimeter fence. This is primarily done with 6- to 8-foot-high chain link fencing, except at key entry sides and entry gates where ornamental metal fencing is more often used. Fences are less likely to stop all from achieving access to a site and are more about providing direction to areas where they should/should not go. This is accomplished by providing primary access gates that stand open during school hours to direct visitors to access the site in a consistent and more easily managed manner.

There was discussion about the expectation for providing panic hardware on perimeter gates. Mark explained that we would always provide panic hardware for gates where the code requires it, but also pointed out that areas of refuge create an environment where panic hardware is not required for certain, often remote, gates and would be evaluated on a case-by-case basis. This would be determined by age of students, supervision, context outside the perimeter fence, etc. One of the challenges of panic hardware on the exterior is the maintenance aspect – especially in Alameda's marine environment.

Sheila mentioned recently running an ALICE drill at Lincoln, involving an active intruder, and making decisions about whether to evacuate or hunker down. She pointed out that there were significant bottlenecks with getting students out of the campus in the case of an intruder on campus. Even where gates are provided the narrowness can create problems for large numbers of students to escape safely.



QUATTROCCHI KWOK
ARCHITECTS

18 October 2022

Alameda USD Safety & Security - Meeting Number TWO Notes

Zoom Meeting, 1:15 PM

Attendees:

Name	Organization	Email
Robbie Lynn	AUSD	RLynn@alamedaunified.org
Shariq Kahn	AUSD	SKhan@alamedaunified.org
Dani Krueger	AUSD	DKrueger@alamedaunified.org
Monty Patterson	AUSD	MPatterson@alamedaunified.org
Susan Davis	AUSD	SDavis@alamedaunified.org
Greg Sahakian	AUSD	gsahakian@alamedaunified.org
Carrie Berg	AUSD	cberg@alamedaunified.org
Sheila Sathie Warner	AUSD	SSathieWarner@alamedaunified.org
Robert Ihurburn	AUSD	RIhurburn@alamedaunified.org
Yvonne Wright	AUSD	ywright@alamedaunified.org
Mark Quattrocchi	GKA	Markq@gka.com

Not Attending and Copied on Notes:

Kristen Zazo	AUSD	KZazo@alamedaunified.org
Robyn Odell	AUSD	rodell@alamedaunified.org
Michael Lee	AUSD	mlee@alamedaunified.org
Justin Hearn	Alameda Fire Marshal	jhearn@alamedaca.gov
Steve Floyd	Alameda Assist. Fire Marshal	SFLOYD@alamedaca.gov
Joel Williams	GKA	joelw@gka.com
Bernadette Gard	AUSD	BGard@alamedaunified.org

Shariq started the meeting. Mark confirmed that notes from the last meeting were emailed and asked if there were any comments. There were no comments by committee members on those meeting notes.

Fencing and Gates

Mark reviewed the committee left off on gates and fences from the last meeting and particularly regarding allowing an option of using "Cane Bolts" for more remote gates that do not require panic hardware or accessibility.

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While Alameda Fire Marshal Justin Hearn was unable to attend, he sent an email on the Cane Bolts as follows:

There is nothing in code on cane bolts. CFC 503.5.2 states security gates have to accessible by Fire being able to cut lock or chain with bolt cutters.

Also, unable to find anything on area of refuge in regards to a field or outside area.

The conclusion was to allow these Cane Bolts and to ensure they are installed with a metal insert in the ground to better ensure the receiving hole did not fill with dirt.

One other gate comment made was recognizing that a gate currently identified as only for maintenance and not required for existing may one day become a desired gate because of a future area of unification. Principals would inform district staff in that event.

There was continued discussion on how the Gates and Fencing Standards are implemented in high schools versus other schools – because of the more common coming and going of students, plus some significant design challenges at the two comprehensive high schools. The committee concluded there may be a greater degree of openness for high schools, but attempts should continue to improve that. For example, it is thought that the Oak and Central Avenue sides of Alameda High School could have more robust fences and gates to provide greater enclosure.

Review of Remainder of Standards

Mark continued with a review of the February 27, 2017, AUSD Safety & Security Standards. If sections of the Standards are not commented on below, it means that the committee had no comments or changes for this update.

- Location of Administration: There was discussion on providing remote controlled locks to administration front door and video camera to “buzz” a person in. Some AUSD schools are locking the administration front door now. The committee concluded this was not a desired method for admitting people during the school day, as it sends the wrong message and would not stop an active intruder – the tragedy at Sandy Hook Elementary School is an example of that. Focus should be on, if necessary, relocating administration to easily observe who enters the campus. There should be continued District discussion on the practice of some school locking their front doors, as it sets up schools to have different standards for entering campus that potentially sends the wrong message to the community about some schools.
- Windows: The committee wanted to change the section title of “Window Blinds” to “Window Shades,” as the district standard is to use roll down shades. Blinds imply poor performing “mini-blinds.” The Committee also express a concern for teachers adding paper, especially at classroom door windows and sidelights. Add language to dissuade this.

While not a safety issue, the committee recognized there may be instances where the roller blinds have different degrees of opacity depending on solar orientation or in some cases to offer a regular shade that allows some daylight but no view in, plus a blackout shade.

- Electronic Key Cards: Discussion on where to use these and it was concluded as follows:

- Entrance doors to buildings that may be used in evenings such as gym, multipurpose, aquatic building, and library.
- Classroom buildings where there are exterior corridor entry doors and then individual classrooms off the corridor, but not at individual classrooms doors even if they face an outdoor entrance.
- Video Surveillance: The committee asked if cameras are being used now for AUSD schools. Shariq confirmed that there are about 60 to 65 video cameras for the high schools and that the middle schools are underway. The elementary schools will be next. There were no changes proposed for Video in the standards.
- Drop-Off: The committee directed that new or modified school drop-off areas be coordinated with the City of Alameda. The City is looking at the areas around schools for traffic safety and for the number of curb-cuts, as that has an impact on sidewalk accessibility.

The committee concluded that the comments in these two meetings reflect all proposed changes to the Safety & Security Standards. Mark agreed to provide a draft update of the AUSD Safety & Security Standards using Track Changes in Word, to make it easier to see where changes were made.

Action Items

Mark to issue meeting notes and separately release the draft updated Standards.

Distribution by email to attendees & others listed on committee but not in attendance.

Next Meeting Date: No future meetings planned



May 19, 2015

Alameda USD District Standards - Safety and Security Meeting No. 1

Meeting Notes

Attendees:

Robert Clark, Chief Business Officer, AUSD
Robbie Lyng, Director of Maintenance, Operations and Facilities, AUSD
Bernadette Gard, AUSD
Brenda Parella, Construction Project Manager, AUSD
Susan Davis, Community Affairs, AUSD
Michael Hans, Principal, Lincoln MS
Cammie Harris, Principal, Wood MS
Babs Freitas, Principal, Bay Farm ES
Rob Van Herk, Director of Technology, AUSD
Cheryl Wilson, Principal, Ruby Bridges ES
Aurora Sweet, Principal, Edison
Mark Quattrocchi, Principal Architect, QKA
Nick Stephenson, Associate Architect, QKA

Notes:

1. Introductions

- a. Robbie introduced the project. District Wide Standards for school safety and security, not just at Committee member's schools.
- b. Scope will include Lighting, fencing, doors, keys, etc. refer to agenda for additional topics identified by QKA.
- c. Each Committee member introduced themselves

2. Roles and Responsibilities

- a. What are we doing? Developing District Standards for all sites. We will address and customize as necessary for each school during future modernization projects.
- b. QKA will create and distribute agendas and notes for each meeting.

3. Expected Outcomes for this Committee

- a. Establish your District wide goals and objectives for site safety and security.
- b. Establish District Standards to be applied district-wide.
- c. Allow for adaptation to each site specific condition – the goal is to apply the standard evenly across the District, but individual site physical conditions/limitations may require adaptation. However variances from standards should not be made for individual school site preferences.

4. Safety Concerns to address, as expressed by the committee

- a. Protecting against intruders
- b. Vandalism
- c. Protecting kids from traffic and abduction (by stranger or estranged parent, etc.)

5. Brainstorming on potential topics to discuss and address during this process

- a. Openness of school/ How to control access
- b. Transient by passers, custody issues
- c. How welcoming do schools feel
- d. Administration Location
- e. Manage comings and goings of people, intruders
- f. Night time and weekend vandalism
- g. Fear of becoming “like a prison”
- h. Managing shared uses (little league, gym rental, etc.)
- i. Door lock-ability
- j. Flows of access to control/manage evening for sanctioned visitors, i.e. MPR Unsupervised children of parents of little leaguers, etc.
- k. Location of disaster preparedness supplies
- l. Site accessibility – trip hazards in path of travel. Spaces not accessible to wheelchairs due to grade changes.
- m. Drop off and pick up time = parents are usually the problem
- n. Special Ed kids – kids with mobility issues, visual impairments
- o. SDC programs – “runners” all ages up to 22
- p. Toilet room safety and gender neutral issue
- q. Safety/security within classrooms (Earthquake, hazardous items, Theft of computers etc.
- r. Privacy (video Surveillance)
- s. Trash enclosures = safety issue
- t. Signage/way finding for visitors etc.
- u. Keying of doors, gates etc.

6. Additional Considerations

- a. Phasing: It was discussed and agreed that some aspects of security and safety District Standards such as fencing or security/fire alarm systems could be developed as a single district wide project now, rather than phased in with the individual site modernization projects. However some safety and security elements like entry gates and fencing, moving administration offices to front of schools would wait for the school’s larger modernization project.

- b. It is not yet decided whether or not to begin to implement district wide installation projects based on these standards. This point should be revisited.

7. Discussion of above mentioned topics

- a. Campus openness – Perimeter fencing:
 - It was agreed that perimeter fencing is desired. Pros outweigh cons for perimeter fencing and gates. In this case perimeter fencing refers to edges of property regardless of adjoining use.
 - Current District policy regarding access to school fields and playgrounds = Open to community “dusk to dawn”. So perimeter fences require gates to allow access.
- b. Perimeter fencing and gates:
 - Managing gates is biggest problem. Operational Policies are necessary to manage when open and when locked and so staff etc. follow rules.
 - It was agreed that perimeter/property line fencing with multiple gates is necessary, with policy of when open and locked during school.
- c. Inner core fencing:
 - Must be on case by case basis but goal is to provide inner core where possible to secure campus “core” from vandalism and crime during evenings and weekends.
- d. Type and height of fencing: Can be non-climbable or not, case by case.
 - Height of fence was discussed. 6’ tall was agreed to. Can be higher as necessary for sports.
 - If existing fencing is present it was agreed that it should remain and not be replaced with new (just to match new standards) unless existing fencing is too low or overly damaged in some way.
 - Community association input may be required to determine fencing heights at some sites.
- e. Discussion about aesthetics of fencing.
 - It was discussed and agreed that different levels of aesthetics for different locations and uses is required.
 - General fencing other than at front of schools (perimeter, ball fields, etc.): it was agreed that chain link fencing is acceptable in these locations but hopefully with vinyl coating for color (green or black).
 - Front Fencing:
 - Fencing at front of school: All agreed should look nice and provide clear and welcoming sense of entry. Ornamental fencing at main street frontage was discussed and agreed to.
 - Main points of entry: It was discussed and agreed that the primary point of entry to each campus could be more elaborate and customized on a site-by-site basis rather than rely on a single district standard for these entry points.
 - Inner-core fencing: Inner core fencing does not have to be chain link and may be more ornamental or decorative at these locations.
- f. Location of Administration:
 - Single point of entry during school day is a priority.
 - Some sites already have this and will require little or no enhancement or reconfiguration to get “eyes on entry” and to funnel visitors through reception area.
 - Some sites have nothing close to this and more pervasive reconfiguration of spaces will be required to achieve this. Committee felt this is worth pursuing at each site. Nick and Robert pointed out that this was discussed and addressed at all the sites during Master Planning.
 - It is understood that it is not currently in the Implementation Plan budget to comply with this goal of location administrations at all schools that require it. This goal may have to wait for future /other funding.

- All agree that single point of entry during the school day is desirable. It should be located at the administration Office and should not passing any classroom doors prior to access to admin.
- People should not have access to kids or adults without passing administration
- Administration, and main point of entry should be Clear and obvious to all visitors.
- *[Location of admin to be continued at meeting #2]*

8. Next Steps

- Continue with agenda at next meeting.

Next Meeting Date: Tuesday June 2, 2015 at 3:30 pm

[illegible]



June 2, 2015

Alameda USD District Standards - Safety and Security Meeting No. 2

Meeting Notes

Attendees:

Robert Clark, Chief Business Officer, AUSD
Robbie Lyng, Director of Maintenance, Operations and Facilities, AUSD
Brenda Parella, Construction Project Manager, AUSD
Susan Davis, Community Affairs, AUSD
Michael Hans, Principal, Lincoln MS
Cammie Harris, Principal, Wood MS
Babs Freitas, Principal, Bay Farm ES
Rob Van Herk, Director of Technology, AUSD
Aurora Sweet, Principal, Edison
Robert Ithurburn, Principal, Alameda HS
Kelly Lara, Director, Student Services, AUSD
Mark Quattrocchi, Principal Architect, QKA
Nick Stephenson, Associate Architect, QKA

Distribution;

Attendees
Cheryl Wilson, Principal, Ruby Bridges ES
Kirsten Zazo, Principal, Encinal HS
Officer Hank Morten, APD
Bernadette Gard, AUSD

Notes:

1. Introductions

- a. Introductions were made for new attendees

2. Roles and Responsibilities

- a. Robbie requested that QKA distribute notes via email to all committee members, and to include Bernadette on all emails.

3. Review of previous notes

- a. Mark briefly reviewed what was discussed last meeting and where we left off.
- b. Nick presented slides of fencing images based on last meetings notes to ensure that everyone is on same page with respect to types of fencing, heights, locations, etc. There were no exceptions taken to the images presented nor to the previous meetings reflection of decisions made.
 - It was agreed that the district Safety & Security Standard document would include reference to the “potential” for inner core fencing and entry gate elaboration. There will also be language so that there can be some creativity with this fencing.
- c. Mark briefly reviewed the discussion point of relocating administration spaces to the sites primary entry points.

4. Location of Administration spaces

- a. There was brief discussion about buzzing people into the secured portions of the school. This was not pursued as something that should be included in the district standards.
- b. The concept of “eyes on the entry was discussed. It was generally agreed that it is a good idea that the reception counters/desks be oriented so that the receptionist can see through windows to the primary site entry point.
- c. The concept of bullet proof glass was discussed. This was not pursued as something that should be included in the district standards.
- d. It was proposed and agreed that having the reception as the primary and secure point of entry into the campus should be a very high priority, even if it entails reconfiguring or relocating the administration space in order to achieve this. Mark made it clear that the current Implementation Plan for the current bond does not provide funding for relocation or renovating administration.
- e. Pass-thru windows at exterior walls for student interface was discussed. This was not pursued as something that should be included in the district standards.
- f. It was requested that the Principal’s office have direct access to the “core” of the school without having to come out into the front of the reception counter in order to do so. A “back door”.
- g. Public restrooms on the public side of the reception counter were requested as a safety feature to reduce the number of non-site personnel behind the counter or elsewhere on campus when using the restroom.
- h. Epi-pen dispensers and defibrillators were also requested at nurse stations.
- i. It was requested that the Safety & Security Standards address a requirement for locating defibrillators at gathering areas such as multi-use, gym, library and even outdoor gathering areas such as stadium.

5. Windows

- a. It was discussed that windows are necessary for site safety and security, both so that teachers and administrators can see out, but also so that others can see into classrooms and similar spaces. There was brief discussion about windows being distracting to students. But the benefits of having them appear to outweigh the negatives.

6. Lockable Cabinets

- a. Lockable cabinets for teachers and administrators and even volunteer’s personal belongings were requested in classrooms and office spaces. It was agreed that that typical lockable “teachers cabinet” is suitable for this.
- b. Lockable storage was also requested for valuable school supplies such as computers, lab equipment, etc.

7. Building identification and signage

- a. It was agreed that clear building identification signage is important for emergency service personnel and should be included in the standards.

8. Phones

- a. It was agreed that it should be included in the standards to provide phones to all rooms including classrooms and conference rooms including “all call” capabilities. It was also requested that VoIP be included as a standard for the phone system. VoIP (Voice over Internet Protocol) is a methodology and group of technologies for the delivery of voice communications and multimedia sessions over Internet Protocol (IP) networks, such as the Internet.

9. Radio Coverage

- a. It was explained that some parts of the district don’t have cell phone coverage and have poor radio reception, making them vulnerable to poor communication in cases of emergencies or safety issues. It was agreed that the standards should prescribe that radio coverage be considered for new projects and they should include allowance for repeaters and other devices to enhance radio reception where necessary.

10. Site Lighting

- a. Site lighting was discussed at length. It was agreed that site lighting at the buildings, parking lots, and paths of travel should be included in the standards. This lighting should be connected to a programmable time clock. This programmable time clock can be programmed for general evenings, weekends, special events, etc. include motion sensors so that they are dim and brighten up upon sensing any motion.
- b. Campus security lighting that is motion sensor activated was requested to specific places of concern at each campus and may vary from campus to campus.

11. Video Monitoring

- a. Video monitoring was discussed at length. It was agreed that video monitoring should be provided at select locations at each campus.
- b. It was agreed that site specific locations should be coordinated with each school’s principal and with MOT staff.
- c. A general hierarchy of locations was proposed as follows:
 - Select outdoor spaces, student gathering areas, bike racks, entrances, student locker (not gym) areas and cafeterias. There was discussion on corridors but this may become unwieldy. It was concluded to consider corridors only as felt critical by staff.
 - Rob van Herk stated that from a bandwidth or storage or technology perspective, there is no limit to how much video monitoring can be done within the district. They have the storage capacity to handle at the District’s data center.
 - Video should be fed back to district data center, and visible for up to two weeks on select computers. Password access should be required for access.
- d. It was suggested that this issue of video monitoring be reviewed with the district’s legal counsel prior to pursuing so that issues such as privacy can be correctly addressed.

12. Intrusion Detection

- a. It was discussed and agreed that any existing intrusion alarm systems should be maintained, and that new buildings should be equipped with the same devices.

- b. RL indicated that the district does not currently subscribe/pay to have an alarm company “listen” via audio receivers when an alarm is triggered.

13. Student safety issues

- a. It was discussed and agreed that the standards should recommend that student safety issues be part of any future project programming phase. This is in order to identify and try to solve such issues as
 - Dangerously broken or damaged items such as windows, fences, trip hazards, etc.
 - Roofs that are too easily accessed
 - Attractive nuisances – examples include existing elements that may impede supervision such as alcoves that are difficult to monitor. Not all of these can be mitigate but when possible they should be
 - Unsafe conditions including large drop-offs, under-sized guardrails, etc.
 - Limit places for students to use as skateboarding ramps or areas to “grind”. While ramps and stairs are unavoidable, provide elements to reduce use by skateboarders whenever possible.
 -

14. Identifying clothing or badging

- It was discussed and agreed that the standards should recommend visible I.D. badges be worn by all district staff while on any site. This includes district contractors.

- 15. While something requiring further consideration, it may be desirable when MOT staff or volunteers are on site that in addition to visible I.D badges, they also wear colored vests for easy identification.

16. Next Steps

- Continue with agenda at next meeting for the few remaining items. The June 30 meeting will be canceled because it occurs during summer break. The architect and District staff will work over the summer on the draft Safety/ Security standards document for review by this committee and others of the District in August, in anticipation of a September Board review and approval.

Next Meeting Date: Tuesday June 16, 2015 at 3:30 pm



QUATTROCCHI KWOK
ARCHITECTS

June 2 2015

3:30PM

AUSD

6/2/2015

Alameda USD Safety and Security Standards - Committee Meeting #2

Sign in Sheet

Name	Tele	Email Address
X Click Stephenson	Architect, QKA	nicks@qka.com
X Mark Quattrocchi	Architect, QKA	markq@qka.com
Brenda Parella	Const. Proj. Manager	bparella@alameda.k12.ca.us
=Z Robbie Lyng	AUSD	rlyng@alameda.k12.ca.us
Susan Davis	DO-Comm. Affairs	sdavis@alameda.k12.ca.us
Michael Hans	Principal, Lincoln MS	mhans@alameda.k12.ca.us
Cammie Harris	Principal, Wood MS	charris@alameda.k12.co.us
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Rob Van Herk	Director Tech	rvanherk@alameda.k12.ca.us
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Robert Clark	CBO, AUSD	rclar@alameda.k12.ca.us
Kelly Lara	Director, Std Svcs, AUSD	Clara@alameda.k12.CO.US
Officer Morton	APD	?



June 16, 2015

Alameda USD District Standards - Safety and Security Meeting No. 3

Meeting Notes

Attendees:

Robert Clark, Chief Business Officer, AUSD
Robbie Lyng, Director of Maintenance, Operations and Facilities, AUSD
Brenda Parella, Construction Project Manager, AUSD
Susan Davis, Community Affairs, AUSD
Michael Hans, Principal, Lincoln MS
Cammie Harris, Principal, Wood MS
Babs Freitas, Principal, Bay Farm ES
Aurora Sweet, Principal, Edison
Robert Ithurburn, Principal, Alameda HS
Kelly Lara, Director, Student Services, AUSD
Officer Hank Morten, APD
Cheryl Wilson, Principal, Ruby Bridges ES
Kirsten Zazo, Principal, Encinal HS
Mark Quattrocchi, Principal Architect, QKA
Nick Stephenson, Associate Architect, QKA

Distribution;

Attendees
Bernadette Gard, AUSD
Rob Van Herk, Director of Technology, AUSD

Notes:

1. Introductions

- a. Introductions were made for new attendees

2. Goal

- a. Complete agenda items.

3. Review notes from previous meetings

- a. Hank Morton explained the “red dot” protocol, which identifies the location in every room of every school where students are instructed to go in case of intruded emergency. It is literally a red dot painted on the ceiling in what he called “the hard corner” of the room which is the most difficult to see from the doorway.
- b. We should reference document that was prepared previously – Hank has document.

4. Natural Supervision

- a. Give potential offenders a perception of being seen. Research indicates that this perception is a deterrent.
- b. Locate access points near areas of activities, or locations where people will feel like they are being watched.
 - Use signs indicating cameras in use
 - Hank mentioned an example at Chinese Christian School...give IP address to police department...provide real time intelligence to police department.
- c. District has not yet received a response from their legal counsel regarding any privacy rights issues with video surveillance. Robbie and team to report back if any issues exist.
 - It was mentioned that schools could send out disclosure forms to all parents at beginning of school year as a means of addressing this issue.
 - Post signs on buildings notifying visitors and students that surveillance is in effect.

5. Disaster Preparedness

- a. location of emergency supplies containers or sheds:
 - Location was discussed and Hank explained why it is a good idea that the sheds be at or near the “safe dispersal” areas and that these areas be separate from any “command central”. He also advised that prevailing wind directions be taken into account so that safe dispersal areas and command centers can be located upwind from air born hazards.
- b. Community emergency response training (CERT)
 - Every school should have a plan that includes the items noted above.
 - Containers should not be used for general storage.
 - Kelly and Robbie to send us information (text) to include as an appendix or attachment to the safety and security standards.

6. Keys and Locks

- a. Key cards will confirm who’s onsite and when.
 - Locations to include entrances to buildings, to offices, and assembly spaces such as gyms.
 - Discuss if cards are added to gates also.
 - “Columbine” or “Classroom security” locks at classroom doors and offices. The configuration of these are dictated by code but it was the request of Kelly and Kirsten that they have push button locks on the classroom/inside of the door.
- b. District may want to do keying projects this summer at a minimum of one school site.
 - Hank advised that the strike plate component of the hardware is just as important as locksets and should be heavy duty
 - Robbie stated that FRP doors are good at exteriors. Steel reinforces doors also are good. Wood doors and frames are not good for exteriors.

- c. Hank mentioned that there may be funding available for door/lock replacements through grants from Homeland Security, could help pay for doors and hardware.
- d. Science classrooms – need to make sure storage cabinets have appropriate locks. Same with rooms.

7. Building Signage

- a. High Visibility lettering should be required to identify each building
 - Located up high in clearly visible location.
 - Update Building I.D. with exiting maps, correct addresses, etc.

8. Prioritization

- a. A brief discussion of prioritization was had. Kirsten suggested that possible order of priority should be Door locks followed by Surveillance should be at top of list, with fencing toward bottom of list.
- b. Robbie stated that we can't fully complete this conversation unless we have all the Principals in on this discussion.

9. Next Steps

- a. Robbie and Nick agreed to set up a meeting with a hardware consultant to help identify appropriate hardware, keying and locking devices.
- b. Robbie wants to get going on hardware replacement at one or more schools this summer. From there we can compile some examples to share with the school principals.
- c. Potentially schedule a tour of other campuses that are using key cards, different locks, etc. (Ask Mark which schools to tour.)
- d. QKA will then prepare a draft of the Safety and Security Standards for presentation at our next and final committee meeting. This next meeting to occur once school commences again in the fall.

Next Meeting Date: TBD



July 8, 2015

Alameda USD District Standards - Safety and Security – Door Hardware and Access control – Meeting with Manufacturers Rep

Meeting Notes

Attendees:

Robbie Lyng, Director of Maintenance, Operations and Facilities, AUSD
Brenda Parella, Construction Project Manager, AUSD
Jamie Ferranti, Construction Project Manager, AUSD
Jerome Thomas, Operations Manager, AUSD
Stacey Ver, Door Opening Consultant, ASSA ABLOY Door Security Solutions
John Dybczak, Associate Architect, QKA
Nick Stephenson, Associate Architect, QKA

Distribution;

Attendees

Notes:

1. Introductions

- a. Stacey Ver, Door Opening Consultant from ASSA ABLOY Door Security Solutions was introduced.
- b. Jerome confirmed that the District is already using Assa products at a number of their school sites and that he and his staff are trained on these products.

2. Goal

- a. Robbie stated that the goal is to develop a standard for doors, locks, and card access systems and then report back to the Safety and Security Committee in the fall.
- b. John advised that this is a good opportunity to use this first school as a pilot school to test out the chosen products and get feedback prior to instituting it district-wide.
- c. Robbie is considering the various delivery methods. These include public bid, lease/lease-back, or District purchased and installed. He also will consider purchasing the products directly and having a contractor install (owner furnished, contractor installed).
- d. Robbie stated that the schools have to be safe and maintainable.
- e. Robbie confirmed that in order for a particular product to be considered a "District Standard" it requires Board Approval.

3. Card Systems

- a. The District office is currently using a card system by H.I.D.
- b. Stacey advised that the district stay with a system that provides “open architecture”, regardless of manufacturer.
- c. Stacey said he can send a list of questions to Robbie for him to go over with Rob Van Herk to help them figure out the system particulars that they need.
- d. Stacey showed slides of a system that includes a keyway, a touch key pad, and a card reader.

4. Classroom Security Locks

- a. Key or push button from inside are two options that the committee has discussed.
- b. The drawback with the push button option is that anyone can lock themselves in or others out, even if they don't have a key. For this reason the push button option is not favored.

5. FRP Exterior Doors

- a. Robbie prefers FRP exterior doors with continuous full-height hinges.
- b. FRP doors need to be specified with proper backing/support for panic hardware.

6. Keys and Locks

- a. Stacey confirmed that he can develop the specifications for the doors, frames, hardware specifications and hardware sets/groups.
- b. Robbie stated that the goal is to specify products that minimize the cost and difficulty of retrofitting.
- c. All agreed that some form of site survey is required in order to assess existing product types, manufactures, and conditions. Robbie indicated that he has already surveyed one of the high school campuses. He will review this and share it with QKA and Stacey should he feel it is a good example of how to proceed.
- d. It was made clear that if the District needs to have a consultant do these surveys, that either QKA or Stacey's company can provide these services.
- e. Gerome clarified that primary keyway currently used by AUSD is what he called Schlage “174” and “175”, with blank sidebar. Stacey confirmed that his specifications can coordinate with the sidebar system and his cylinder are interchangeable with Schlage.
- f. Stacey to provide examples of classroom security lock systems to show the committee when we reconvene in the fall.

7. Key Management System

- a. Robbie stated that whatever the system, the primary concern is that the main control be at the District MOF office.
- b. After brief discussion it was concluded that a new key management system is advisable at this point. One system mentioned as an example is a system called Medeco, a subsidiary of the Assa Abloy Group.
- c. Robbie stated that he will be looking to Stacey to advise on adequate systems and costs of said systems.

8. Card Key Systems

- a. Stacey started off by explaining that there are two types of systems: wireless and hardwired.
- b. An example of the wireless system is the V.S2 system of which Stacey showed a slide to the group.
 - Runs on batteries

- Can do with or without a key pad
- In order to add this to existing doors all existing hardware would need to be changed out for new.
- c. Robbie expressed that he would like to use this at building primary entry points and to include the key cylinder and the card reader.
- d. Regarding entry door locks, Stacey mentioned that a Rim device is the best. It works with all types of doors and is the easiest to maintain.
 - It was made clear however that this system does not work well with aluminum storefront doors due to their low profile frames.
- e. The wireless systems require wireless access signal. Most certainly the district will have to add wireless hubs throughout their campuses to ensure the proper strength of signal for these devices to work properly. Stacey assured that these systems always have a key access as a backup.
- f. Stacey clarified that hardwired systems are more cumbersome to get installed and approved by DSA and sometimes require recertification of existing doors, frames, etc. (for rated openings). For these reasons wireless systems are preferred at interior locations.
- g. For exterior or perimeter access control Stacey recommended hardwired access control because these are better for monitoring and lock down situations. , He recommended wireless access control at interiors. He recommended that both hard wired and wireless systems be provided with a door monitoring bolt at the strike.
- h. The specific perimeters that Robbie is considering for access control are Gyms and other spaces that are frequently rented out to the community.
- i. Stacey to provide examples of card key systems to show the committee when we reconvene in the fall.

9. For presentation to committee in the fall

- a. Keyed security locks are primary lock down methods.
- b. Card system is not primary lockdown method. Card system is more for control of rented facilities.
- c. Cards are however best for maintaining an access control system. For example it reduces the cost and complexity of dealing with lost keys, of rekeying, etc.
- d. Brief discussion of costs comparison of card key systems vs. the cost to rekey a school.

10. Next Steps:

- a. Nick and Robbie will schedule a meeting similar to today's for a security consultant to join us and present services that they can offer for consideration by this committee.
- b. District presently contracts with Clark Security.
- c. Things to discuss at next meeting include camera systems, access control software
- d. Stacey to provide list of districts that he has worked with that have access control.
- e. Stacey to provide a unit cost for each of the various systems discussed prior to next committee meeting.
- f. Stacey to also provide a rough estimate of how long it would take to install the devices at a pilot school. This will assist the district in understanding whether or not they can expect to get the entire campus installed over Thanksgiving break for instance.
- g. It was discussed and agreed that only Assa certified installers shall be considered.
- h. A pilot school needs to be selected. After brief discussion Franklin Elementary was mentioned.
 - Robbie mentioned that Steven Lee can provide an AutoCAD floor plan to QKA for this purpose. For next committee meeting in the fall QKA can develop the floor plan of Franklin with each type of access control (security locks, keycard systems, etc.) identified in different colors for clarity.

Next Meeting Date: TBD

[illegible]



August 6, 2015

Alameda USD District Standards - Safety and Security — Meeting #5 Door Hardware and Security Consultant Presentations

Meeting Notes

Attendees:

Robbie Lyng, Director of Maintenance, Operations and Facilities, AUSD
Brenda Parella, Construction Project Manager, AUSD
Jamie Ferranti, Construction Project Manager, AUSD
Bernadette Gard, Operations and Facilities, AUSD
Shariq Khan, Interim CBO, AUSD
Jared Bechdoldt, Door Opening Consultant, ASSA ABLOY Door Security Solutions
Mark Gonzalez, Door Opening Consultant, ASSA ABLOY Door Security Solutions
Kevin Wood, Catalysis Consulting
Mark Nicol, Catalysis Consulting
Nick Stephenson, Associate Architect, QKA

Distribution;

Attendees

Notes:

1. Introductions

- a. Attending consultants were introduced.
- b. Committee and District personnel were introduced.

2. Goals and Recap

- a. Robbie stated that the goal is to develop a standard for doors, locks, and card access systems and then report back to the Safety and Security Committee in the fall.
- b. Robbie recapped progress with committee thus far.
- c. Nick confirmed that this process will result in district safety and security design standard but will not result in product specification. Rather these standards will refer to the yet to be completed District Standards specifications, which is not part of this project. Assa reps confirmed that they would work directly with the district to develop specifications outside the scope of this project.

3. Door hardware systems – follow up from last meeting

- a. Mark Gonzalez clarified that Assa Abloy is a hardware company and does not provide or manufacturer software. Their hardware is designed to integrate with the software systems that are provided by others.
- b. Access Control/Card key systems: Mark Gonzalez made a short presentation to introduce the three card key systems that he can offer:
 - Fully hardwired.
 - Pros: Allows for constant communication with electronic file server but
 - Cons: expensive to install due to extensive electrical infrastructure required.
 - Power over Ethernet (P.O.E.)
 - Pros: Allows for constant communication and less expensive to install than fully hardwired.
 - Cons: None specifically discussed.
 - Wireless via WiFi.
 - Pros: Can run off the existing WiFi infrastructure. Least expensive of the three to install.
 - Cons: Allows for scheduled communication only with electronic file server. Not constant. (It was pointed out that in addition to scheduled communication feeds, this system will automatically communicate with the server if a) an unrecognized card is used at a door, or b) a forced entrance occurs at a door. The wireless systems do not allow for instant lock down because it does not have constant communication.
- c. All three systems can work with whatever security and monitoring software the District chooses.
- d. Mark Gonzalez indicated that his company offers to do comprehensive site assessments free of charge in order to identify scopes of work at all doors. This will determine necessary load and compare to existing wifi capacity. It will also allow Assa Abloy to suggest which of the three systems described above are appropriate for each door.
- e. Rob Van Herk indicated that he is confident that the District has more than enough WiFi capacity for the door monitoring systems described above.
- f. It was agreed that Assa Abloy will conduct a site survey at Wood MS ASAP in order to design and install new access control, hardware, and monitoring systems at Wood MS as a pilot school. QKA will send Mark and Jared schematic site plans ASAP. Kevin will then schedule with Brenda for the site assessment.
- g. Classroom security locks: there was much discussion around whether or not the classroom security locks (which are the systems that are lockable from the inside) should require a key or just a push button to lock from the inside (both are code compliant). After much discussion it was agreed that the safety and security standards will simply say that doors requiring these locks shall be “lockable from the inside”.

4. Security systems

- a. Kevin Wood and Mark Nicol of Catalysis Consulting briefly described their services. They are a security systems design firm that offers survey and design services including drawings and specifications, written standards and guidelines.
- b. Access control systems: They recommend access control systems as the best approach. Kevin indicated that most software is flexible enough to migrate with new technologies as they become developed. This is good. This can allow for single point control now (as in master switch for lock downs) and evolve into point by point control (as in each teacher can lock down their own door electronically) should the District decide to change in the future.
- c. Video surveillance systems: recommended location were discussed, and include major entry points, gathering areas, locations where money is exchanged, and sensitive document storage such as employee

and student records. It was agreed that all these locations should have video surveillance and that this can be specifically determined on a site by site basis.

- d. Duration of storage: recommended to be anywhere between 2 weeks to 60 days. Prior meeting had established that 2 weeks was the duration the committee agreed upon.
- e. Live streaming vs. recorded on demand footage: there was a brief discussion on the benefits and drawbacks of each. Rob Van Herk mentioned that extensive live streaming could max out the bandwidth of the server system and therefore this is not a good idea.
- f. It was strongly recommended that the video be accessed only over a secure VLAN network. A virtual LAN (VLAN) is any broadcast domain that is partitioned and isolated in a computer network. LAN is an abbreviation for "local area network". This will be indicated in the safety and security standards.
- g. A single software system can run the surveillance system and the door access control system.
- h. Discussion of global lockdown capabilities. It was discussed that certain areas may benefit from global lockdown capability, such as gyms, server rooms, roof access points. Other occupied spaces may be operated by the primary occupant (teacher in a classroom, administrator in an office, etc.) No approach was selected.
- i. It was agreed that operating procedures need to be established at each site for emergency situations. This will be mentioned in the safety and security standards but the procedures themselves are beyond the scope of those standards.
- j. Locations of servers: after discussion over the pros and cons of centralized vs remote servers it was agreed that at locations that have a large number of cameras (high school campuses for instances) should have central servers located on site, and the elementary and middle schools, with smaller numbers of cameras, can be served by a remote server located at the district office. This will be indicated in the safety and security standards.

5. Next Steps

- a. Assa Abloy to schedule site assessments through Brenda.
- b. Determine scope of Catalysis services and whether or not they are a consultant directly to the District (as is the case with Assa Abloy) or to QKA.
- c. Nick will begin to develop an agenda for the next meeting with the committee. This will be the last meeting with the committee and the agenda will include review of the draft safety and security standards.

Next Meeting Date: TBD

[illegible]



September 15, 2015

Alameda USD District Standards - Safety and Security Meeting No. 4

Meeting Notes

Attendees:

Robbie Lyng, Director of Maintenance, Operations and Facilities (MOF), AUSD
Susan Davis, Community Affairs, AUSD
Rob van Herk, Director of Technology, AUSD
Michael Hans, Principal, Lincoln MS
Cammie Harris, Principal, Wood MS
Babs Freitas, Principal, Bay Farm ES
ZaRinah Tillman, Dean, Encinal HS
Aurora Sweet, Principal, Edison
Robert Ithurburn, Principal, Alameda HS
Mark Quattrocchi, Principal Architect, QKA
Nick Stephenson, Associate Architect, QKA
Jarome Thomas, Custodial Head, AUSD
Jamie Ferranti, MOF, AUSD

Distribution:

Attendees
Brenda Parella, Construction Project Manager, AUSD
Bernadette Gard, AUSD
Kelly Lara, Director, Student Services, AUSD
Officer Hank Morten, APD
Cheryl Wilson, Principal, Ruby Bridges ES
Kirsten Zazo, Principal, Encinal HS

Notes:

1. Recap of goals and outcomes of Safety and Security Standards

- a. Mark Quattrocchi recapped the process and goals of this committee, to develop safety and security standards to be implemented district wide. He explained that these are long term standards and will

extend into the future beyond the current Measure I bond funds. He also pointed out that this is intended to be a living document that should be reviewed as time goes on.

- b. Robbie indicated that today is the final day to receive feedback from the committed and asked that the committee members offer any feedback they may have as we move through today's agenda. All feedback received is recorded below.

2. Present Draft Safety and Security Standards

- a. Mark Quattrocchi explained that the draft standards had previously been distributed to all committee members for their review and comment. No comments had been received prior to this meeting. Robbie Lyng indicated that the deadline for feedback from the committee is today.
- b. QKA has developed an agenda containing items to touch on as a means of following up and confirming specific information contained in the draft standards with the committee.
- c. Mark proceeded to summarize the structure and content of the draft standards beginning at the Introduction and continuing up through Location of Administration on page 7. All agreed that there are no questions or comments regarding the content of the draft up to that point and the content to that point therefore is approved. Beginning on page 7 of the draft at the topic of *Windows*, following are notes on the discussion for each agenda item.

3. Discuss outstanding questions and supplemental information for items already discussed:

- a. Window Glazing: Mark explained that the draft standards contain a variety of glazing options that support safety and security due to several factors, such as cost, code compliance, level of security, and budgets of future projects. Mark also explained the limitations regarding field applied window film, which is included as an option in the report. The application of this film to new windows may void the warranty, and the fact that the film is surface applied means that it is susceptible to damage and therefore somewhat of a maintenance issue. No exceptions were expressed in regard to the window section of the draft standards.
- i. No exceptions were taken to the language regarding Door vision and sidelights, and Window Blinds.

- b. Keycard system at Sensitive or Expensive Storage Rooms: Mark explained that the MOF department and QKA had met with a door hardware consultant and a security consultant and during those meetings it was suggested that AUSD add the cardkeys to door for storage of sensitive or expensive items (prescription medications at nurses offices, file server rooms, computer storage rooms, science chemical storage rooms, etc.). This language has been included in the draft presented today. No exception was expressed in this regard.
- i. Hardwired vs wireless keycard readers: The keycard discussion also included an explanation by Robbie about the pros and cons of hardwired keycard readers vs. wireless, or Wi-Fi connected readers. He explained that although the wireless readers are battery powered, they are still reliable enough to be considered as a standard, as the battery life is up to a full year typically, and the readers have a notification function to alert when battery life runs low. The standards will be edited to include explanations of pros and cons of both hardwired and wireless. Installation and maintenance costs are factors, as the installation cost for hardwired is much greater, but some wondered if the maintenance cost of wireless would offset this cost.
- c. Security Locks: There was discussion regarding the options for the security lock interior locking method. The two options are keyed from the inside or push button activated from the inside. It is the desire of the committee that the standards state that push button activation from the inside shall be the district standard for safety and security. The draft will be revised to reflect this.
- d. Door with Panic Hardware: It was explained that although the committee prefers push button locking from the inside of classroom and office spaces (see item C above), Panic Hardware devices do not offer push button locking capability, and therefore keys or hex/Allen wrenches are required to lock these devices from the inside. It is the preference this committee that all panic devices be keyed from the inside, and not equipped to require the use of hex or Allen wrenches. The Draft will be revised to reflect this.
- e. Security Management System: Mark explained that the MOF department and QKA had met with a door hardware consultant and a security consultant and during those meetings it was suggested that a comprehensive Security Management System (SMS) be implemented that integrates the door monitoring, intrusion alarm, key monitoring, and video surveillance systems. The draft states that a

SMS system should be developed and employed by AUSD. No exception was taken expressed in this regard.

- f. Key Management System: Mark explained that the draft standards contain a requirement for a comprehensive key management system be implemented that manages key distribution, employee access, key replacement, etc. The draft states that a key management system should be developed and managed by AUSD MOF Department. No exception was taken expressed in this regard.

4. Discuss items extracted from the Education Specifications not touched on previously:

- a. It was explained that the following items are included in the draft standards, which were not yet discussed with this committee. Each of these items are addressed in the District Educations Specification, and each falls under the purview of safety and security, and this they are indicated in the draft standards. No exceptions were expressed regarding how these items are being addressed within the safety and security standards as written. The items are as follows:
 - i. Fire Alarm
 - ii. Metal detectors
 - iii. Parking and drop-off
 - iv. Bicycle storage
 - v. Safe routes to schools program.

5. Discuss Site Specific Safety and Security Measures not touched on previously:

- a. It was explained that the following items are included in the draft standards, which were not yet discussed with this committee. Each of these items overlap with building and site specific conditions and as such are site specific and will vary from site to site. No exceptions were expressed regarding how these items are being addressed within the safety and security standards as written. Suggested additional text for each item is indicted below. The items are as follows:
 - i. Accessibility - No additional text requested.
 - ii. Portable Buildings - No additional text requested.
 - iii. Hazardous Materials – Robbie requested that we add indication that the District employs a Compliance Manager to ensure that hazardous materials at AUSD sites are lawfully identified and managed.
 - iv. Earthquake Safety. No additional text requested.

6. Follow up with Officer Hank Morten regarding funding information for door/lock replacements through grants from Homeland Security.

- a. Officer Hank Morten was not in attendance during today's meeting so no discussion in this regard was had.

7. Next steps

- a. QKA was directed to await feedback from Robbie and team as to finalizing the standards or continuing them as a draft for future approval, distribution or standards, and potential of Board approval.
- b. The AUSD will develop door hardware, key monitoring and security monitoring specifications.
- c. For keycard and security lock systems, AUSD will proceed with retrofitting Wood Middle School as a “pilot school”. They will also consider adding an elementary school campus as a second pilot school.
- d. Today’s meeting is the last meeting for this committee.



Principal AHS rithurburn@alameda.k12.CA.us



December 16, 2016

Facility Design Standards for Safety & Security Committee Meeting

Corridor Lock: Push Button on the inside/keyed cylinder on the outside

- Locked or unlocked by key from outside
- Push-button locking from inside
- Turning inside lever or closing door release button
- When outside lever is locked by key it can only be unlocked by key.
- Inside lever is always free for immediate egress.
- Push button hardware gives students easy access and means to secure the classroom without the use of a key.
- Push button hardware also provides *unrestricted ability* to lock or unlock a door, allowing anyone - including students - to take control of an opening. Potential for student on student or student on teacher violence or lockouts as a prank.
- Push button hardware may provide a means to secure the classroom as well as terrorize the occupants.
- If someone exits from a locked space during a crisis then someone else will have to relock the door.

Classroom Security Lock: Double Cylinder Lock with keyed cylinders on the inside and outside

- Key in either lever locks or unlocks outside lever
- Inside lever is always free for immediate egress.
- Keeping the doors locked while rooms are in use can enable faster lockdown in emergency situations.
- Staff must have key with them at all times for a lockdown.
- Indicator rose plate can be installed to provide at a glance instruction for locking the door.

Doors with Panic Hardware

Exit doors from science classrooms, classrooms over 1,000 square feet, and all assembly spaces that are required to have panic hardware will have an inside keyed cylinder. These devices require a key to lock from the inside to meet the requirements for classroom security function and for emergency exiting.

Response: Matt McMullen, Alameda Police Department

Saturday, December 10, 2016 8:04 PM

"It is our opinion that any lock is better than no lock at all. Of the two locks described these were our thoughts.

The push button is better for gross motor skills and for the ability for anyone in the classroom to lock out unwanted persons. The negative of the push button would be that students could potentially lock out teachers or staff if they did not have their key with them. "

"The two sided key lock prevents the latter from occurring. Using the two sided key system would be very effective if the doors were always locked once class started. If there was no policy for them to be locked, or the policy was not followed, it has the potential to be catastrophic. Using a key requires fine motor skills which would be significantly diminished in a high stress event. The two sided key lock would enable only the teacher or staff member to lock the door which would be difficult for anyone once the event was underway. If it was locked before class it would prevent this, but may cause further disruption if a student is late to class."

"A possible dis-advantaged would be ensuring compliance with substitute teachers and staff who may not be familiar with the two sided key lock system or potential policy."

"Best of luck making this difficult decision,"

Response: Ken Jeffrey, Sr. Fire Code Compliance Officer, Alameda Fire Department

Monday December 12, 2016 1:50 PM

"As I said in my earlier email, either the locking of the doors from the interior with a push button or the key is acceptable since in the event that the room needs to be evacuated, just a turn of the door lever will open the door."

Response: Nick Stephenson, Quattrocchi Kwok Architects (QKA)

Thursday, December 8, 2016 3:12 PM

QKA: Lists of Schools with Classroom Security Lock Function (Double Cylinder Lock – keyed both sides)

1. San Ramon (SRVUSD)
2. Cupertino High School, Fremont Union High School District (FUHSD)
3. Homestead High School, FUHSD
4. San Mateo High School (SMUHSD)
5. Hillsdale High School (SMUHSD)
6. Analy High School (West Sonoma County USD)
7. Jesse Bethel High School (Vallejo City USD)
8. Encinal High School (600 wing reconfiguration)
9. Healdsburg Junior High School (HUSD)



ALAMEDA UNIFIED SCHOOL DISTRICT

Updated Facility Design Standards for Safety and Security

Adopted and AmendedUpdated from February 28, 2017
Board Approved Version

February 28, 2017 DRAFT UPDATE – 30 December 2022

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TABLE OF CONTENTS

INTRODUCTION	1
The Safety and Security Committee	1
Standard Operating Policies and Procedures	1
ACKNOWLEDGEMENTS	2
APPLICABLE STANDARDS AND REGULATIONS	3
PURPOSE	3
DISTRICT WIDE STANDARDS FOR SAFETY AND SECURITY	4
Secure Perimeter Fencing and Gates	5 <u>Secure Perimeter Fencing and Gates</u> 4
Front of School Fencing and Gates	6 <u>Front of School Fencing and Gates</u> 5
The Primary Entry Point Fencing and Gates	6 <u>The Primary Entry Point Fencing and Gates</u> 5
Secondary or "Inner Core" Fencing and Gates	6 <u>Secondary or "Inner Core" Fencing and Gates</u> 5
Location of Administration	7 <u>Location of Administration</u> 6
Windows	7 <u>Windows</u> 6
Doors and Locks for Access Control	10 <u>Doors and Locks for Access Control</u> 9
Security Locks	10 <u>Security Locks</u> 9
Security Management System	11 <u>Security Management System</u> 11
Key Management System	11 <u>Key Management System</u> 11
Video Surveillance	13 <u>Video Surveillance</u> 12
Radio Coverage	14 <u>Radio Coverage</u> 13
Intrusion Alarm System	14 <u>Intrusion Alarm System</u> 13
Fire Protection System	14 <u>Fire Protection System</u> 13
Site Lighting	14 <u>Site Lighting</u> 13

Communications.....	15	Communications 14
Building Identification Signage.....	15	Building Identification Signage 14
Lockable Storage.....	16	Lockable Storage 15
Identification Badging.....	16	Identification Badging 15
Disaster Preparedness.....	16	Disaster Preparedness 15
Collaboration with Alameda Police Department.....	16	Collaboration with Alameda Police & Fire Departments 15
Security Measures and Lockdowns.....	17	Security Measures and Lockdowns 16
Site and Building Safety Issues.....	17	Site and Building Safety Issues 16
Metal Detectors.....	17	Metal Detectors 16
Parking and Drop-off.....	18	Parking and Drop-off 17
Bicycle Storage.....	18	Bicycle Storage 17
The Alameda County Safe Routes to Schools.....	18	The Alameda County Safe Routes to Schools 17
Site Specific Safety and Security Measures.....	19	Site Specific Safety and Security Measures 18

APPENDICES

Safety And Security Meeting Notes	Appendix A
December 16, 2016, Facility Design Standards for Safety & Security Committee Meeting.....	Appendix A

INTRODUCTION

In 2014, the voters of the Alameda City Unified School District (AUSD) passed bond Measure I ~~and in 2022 Measure B. Upon passage of Measure B, AUSD requested Quattrocchi Kwok Architects (QKA) to work with a new District Safety and Security Committee to review and update the February 28, 2017, Board approved Districtwide Safety and Security Standards. This document is the result of that effort. The AUSD board of trustees has adopted an Implementation Plan for the Measure I bond program which places the development of District-Wide Safety and Security Standards at the front of the schedule beginning Spring of 2015. AUSD selected Quattrocchi Kwok Architects to facilitate the creation of this District-Wide Facilities Design Standard for Safety and Security.~~

Costs and Budget for Measure I projects:

The budget for each project listed in the Measure B~~I~~ Ballot Proposition is an estimate and may be affected by factors beyond the District's control. The final cost of each project will be determined as plans are finalized, construction bids are awarded, and projects are completed. Based on the final costs of each project, certain projects may be delayed or may not be completed with Measure I~~B~~ funds.

The Safety and Security Committee

The ~~Measure B UPDATE to the~~ Safety and Security Committee is composed of District Staff, School Administrators, and Alameda ~~Police-Fire~~ Department personnel. This committee met ~~four~~ two times to develop these Updated standards. The original 2015 to 2016 Safety and Security Committee met five times. The findings and recommendations of this report are the result of the recommendations of the AUSD Safety and Security Committee over the course of these

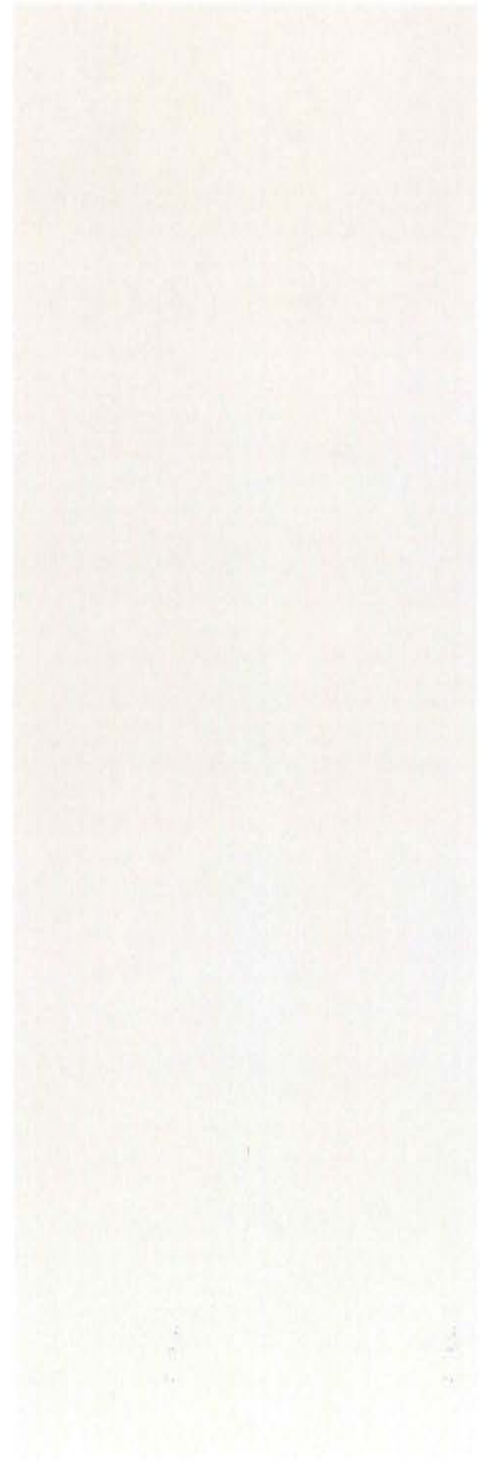
meetings. All notes from the meetings are contained in an appendix at the end of this document. The intent is not to define exactly what facilities each school campus will have, but instead, to provide a clear set of generalized facility standards that can be adapted to each campus. Further, the intent is that these standards can be applied as individual safety & security improvement projects throughout the district or implemented as part of broader campus modernization projects for each campus. Thus, the standards can be implemented in a way that coordinates with the ~~2014-D~~ districtwide master plan while at the same time allowing for flexibility in scheduling.

Standard Operating Policies and Procedures

In addition to these standards regarding safety and security for facility design, the AUSD Student Services Department has independently partnered with Alameda Police Department to develop safety and emergency procedures and protocols. It is critical that AUSD District and school staff ~~must~~ implement and consistently enforce clear and comprehensive standard operating policies and procedures (SOP's). Periodic training and updating of these SOP's is also recommended; for both staff members, as well as, students. Even the best of safety and security-oriented facility upgrades can be undone if policies and procedures are not understood and followed on a regular basis.



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ACKNOWLEDGEMENTS

The task of developing the AUSD UPDATED Safety and Security Standards could not have been accomplished without the dedication and contributions of the members of the 2022 Safety and Security Committee. We would like to take this opportunity to thank the following people for their contribution of time, leadership, and direction necessary to develop these Standards:

DISTRICT & SCHOOL STAFF

Shariq Khan, Assistant Superintendent, Business Services
Robbie Lyng, Senior Director of Construction Maintenance, Operations and Facilities
Robert Clark, past Chief Business Officer
Rob van Herk, Director Technology Services
Kelly Lara, Student Services
Susan Davis, Senior Manager, Community Affairs Brenda Parella, Maintenance, Operations & Facilities
Kristen Zazo, Assistant Superintendent, Educational Services
Robyn Odell, AUSD Technology Director
Yvonne Wright, Director, Elementary Education
Bernadette Guard, Construction - Maintenance, Operations & Facilities
Dani Krueger, Coordinator of Business Services
Monty Patterson, Director – Maintenance, Operations and Facilities
Robert Ithurnburn, Alameda High School Principal
Michael Lee, Assistant Principal Alameda High School
Greg Sahakian, Principal Edison School
Carrie Berg, Principal Maya Lin School
Sheila Sathewarner, Principal Lincoln Middle School

CITY OF ALAMEDA

Justin Hearn, Alameda Fire Marshal
Steve Floyd, Alameda Assistant Fire Marshal

SCHOOL STAFF AND COMMUNITY

Kristen Zazo, Encinal High School
Robert Ithurnburn, Alameda High School
Michael Hans, Lincoln Middle School
Cheryl Wilson, Ruby Bridges Elementary School
Gammie Harris, Wood Middle School
Babs Freitas, Bay Farm Elementary School
Aurora Sweet, Edison Middle School
Hank Morten, Alameda Police Department

DESIGN TEAM

Mark Quattrocchi, FAIA, Principal, Quattrocchi Kwok Architects
Joel Williams, AIA, Studio Leader, Quattrocchi Kwok Architects
John Dybezak, Associate, Quattrocchi Kwok Architects

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APPLICABLE STANDARDS AND REGULATIONS

The District Wide Safety and Security Standards were developed in the context of and with reference to a variety of existing standards, requirements, and policies.

California Department of Education (CDE)

CDE and the California Education Code provide guidelines and standards for Educational Facilities. The recommendations and decisions of the committee shall be configured and implemented in such a way as to meet the intent of the committee while meeting the requirements of these CDE facilities standards. It is the intent of these standards for all schools to comply with CDE facility ~~recommendations~~requirements.

Division of the State Architect (DSA)

Projects for all school construction, renovations and additions are required to meet the standards and regulations of the Division of the State Architect. Requirements for California Building Code compliance, as well as the Americans with Disabilities Act (ADA) and requirements for emergency vehicle access will be addressed in the development of all projects. All modernization or new construction projects will comply with the requirements of the current edition of the California Building Code as adopted by DSA.

AUSD Mission, Core Values and Goals

The process of developing the District Wide Safety and Security Standards and this document were developed within the framework of the established direction and philosophy of AUSD, as summarized in these documents.

PURPOSE

The purpose of the District Wide Safety and Security Standards is to guide Facilities design across the District. The standards are intended to address the typical issues and problems at each type of school and their specific facility's needs. They are intended to provide a standard level of safety and security measures to help ensure equity among campuses throughout the District. These standards will serve as a starting point for campus specific modernization and improvement projects to be undertaken at each site.

Student safety and security is a primary concern of AUSD and an important consideration in any facilities decision. There is a fundamental need to maintain the school as a safe space for students and was the primary focus of Committee discussions. The Committee also discussed the need for school campuses to feel open and inviting while maintaining security. Controlling the connection between the campus and the community and between spaces on each campus is also an important part of maintaining security and supervision on a day-to-day basis. One of the main themes for the Committee was the need to strike an appropriate balance between the need for security and the need for openness and connection

As a result of this discussion, the Committee identified the following principal security requirements for all schools:

These issues were not only addressed during the Safety and Security Committee meetings, but were also previously discussed and addressed during two significant milestones:

- During the development of the AUSD Education Specifications that were approved by the Board and published in 2014,
- During the development of the District-Wide Facilities Master Plan (FMP) each school site committee discussed campus safety at length and their input is reflected in the Facilities Master Plan that was approved by the Board and published in 2014. Each of the FMP site committees discussed campus security at length during master planning meetings. These conversations touched on many aspects of security, including minimizing unauthorized access to schools during the school day, reducing vandalism and theft, and improving student safety on campus during the school day.

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Commented [MQ1]: I removed this section, as it is not relevant to discussion with the S&S Update Committee.

DISTRICT WIDE STANDARDS FOR SAFETY AND SECURITY

Secure Perimeter Fencing and Gates

Fencing: Each school campus shall have a fenced and secure perimeter. Perimeter security should allow for only one primary point of entry, at the main office, during school hours. Except at the front of school (see below), general perimeter fencing shall be chain link metal fencing, six feet tall, except for specific athletic fields requiring taller fencing for ball-control.

Gates: There can be a number of perimeter gates for use during non-school hours, including drop off and pick up times. This can vary on a site-by-site basis. Operational policies are necessary to manage when gates are opened and when they are locked.

Unlocked Cane-Bolts on the campus side of gates can be used where allowed by code – particularly for remote field gate to allow easy operation without the maintenance issues of panic hardware.

Wherever possible the campus buildings shall be used to create a secure perimeter to minimize the use of fencing and present a more inviting image to the community. Fencing shall be a minimum of six feet tall and include lockable gates. Fencing design shall minimize the number of gates to make securing the school as easy as possible, while still providing needed access gates. The secure perimeter shall include field and asphalt play areas.

Access to fields and playgrounds: Community access will be provided to all fields and playgrounds. Gates shall be provided in the perimeter fencing and be capable of being unlocked at the end of the school day to allow community access.



Chain link perimeter fencing



Gate with exit device for safe dispersal.



Cane Bolt Option – Where allowed by code



Higher fencing for sports and ball control

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Front of School Fencing and Gates

While the general perimeter fencing should be chain link metal fencing, it is the goal of the committee that the front of the school should have a more visually pleasing fence and gate design. Thus, a durable, ornamental metal fencing should be specified. The height of six feet should be maintained.

The Primary Entry Point Fencing and Gates

The primary entry point should be easily identified through a combination of unique architecture and signage. While being mindful of cost, this fencing and entry gate assembly can be uniquely designed for each site. The primary point of entry may be more elaborate than the front of school fencing specification. While maintaining budget, it may include archways, arbors, identification lettering and the like.

Secondary or "Inner Core" Fencing and Gates

A second line of fencing may be provided to separate the buildings, courtyards, and spaces around the buildings from the general field and play areas to prevent vandalism and theft at the buildings during non-school hours. However, this is a secondary concern and should be addressed at each campus on a case-by-case basis. The design of this fencing can be chain link or ornamental, and its height can be less than six feet tall.

Community Involvement for Fencing: It is advised to engage the community (adjacent homeowners, etc.) in the design process for the perimeter fencing.



Ornamental fencing



Primary entry point fencing and gates



Secondary or "inner core" fencing

Location of Administration

The Administration area should clearly serve as the point of entry to the school. At the point of entry, the Administration area should have a lobby or waiting area for parents and visitors with a reception desk or counter that faces the entrance and windows onto the main entry approach.

Some campuses have existing reception and administration, and spaces that are not near a campus entry. This is a long-term goal and not all administration offices will be relocated under the current bond. When economically practical, and potentially via future funds, the administration should be relocated to the primary point of entry to the campus. Whenever practical, the Administration area should also be centrally located to provide good visibility for campus supervision and for easy accessibility by students.

It is desirable for the reception counter or desk to provide a barrier between visitors and the remainder of Administration with a swing gate or other barrier.

The reception area should have restrooms and lockable storage for guest's possessions so that visitors do not have to enter the administration office space in order to access these facilities.



Windows on entrance for good surveillance of visitors

Windows

Placement: In addition to improving daylighting and quality of space, windows should be placed for improved campus supervision so occupants can see out onto approaching walkways and outdoor gathering areas. Additionally, windows shall allow visual access to the occupants as a means of surveilling the activities within the space.

Landscaping should be maintained and trimmed in order to maintain lines of sight to and from walkways, gathering areas, and parking areas.



Windows on outdoor gathering areas

Door vision and sidelights: All office, conference rooms, and classroom doors should be provided with a window or sidelight for visibility of the outside of that door.

Window ~~Blinds~~Shades: All windows (including, whenever practical, in entry doors) shall have functioning blinds-shades which can be closed easily to prevent visibility into classrooms from the outside.



Window blinds-shades block views into rooms

Safety Glass and Security Film: With an increased concern for student injury caused by broken windows and classroom vulnerability, the Committee discussed glazing options in classrooms. The type of glazing products used for each school will depend on window location and budget – with budget being a significant determinant. There is a variety of safety glass products on the market today, each offering a differing level of security and cost implications. Below, in order from most secure and most expensive to least, is a summary of options discussed. Bullet resistant glass was discussed and determined to be technically infeasible due to the prohibitive cost. Depending on each site's specific circumstances and project budgets, below are options selected by the committee and intended to help protect against unlawful entry as well as injury due to broken glass.

Laminated Safety Glass: Laminated safety glass (such as that produced by School Guard) is an expensive enhanced laminated glass product consisting of outer layers of glass with a custom security strengthened substrate core. Some tests show that this type of safety glass holds together longer than laminated glass when shattered, and is thus intended to slow down intruders.

Laminated glass: Laminated glass holds together when shattered. In the event of breaking, it is held in place by a factory installed interlayer between two or more layers of glass. The interlayer keeps the layers of glass bonded even when broken, and its high strength prevents the glass from breaking up into large sharp pieces. Glass at all elevator hoist

ways and car enclosures, sloped glazing, and skylights is required to be laminated per the California Building Code.



Laminated glass breaking pattern

Tempered glass: Tempered glass has increased strength and will usually shatter in small, square pieces when broken. It is used when strength, thermal resistance and safety are important considerations. Tempered glass is a building code requirement for locations within doors, directly adjacent to doors, and below 30" above the ground. In some tests of extreme impact, such as baseball bat strikes, this glass can break.



Tempered glass breaking pattern

Security window film: Security window film (such as that manufactured by 3M and others) is a field-applied film intended to function like laminated glass. This film is applied to existing or new glass surfaces in order to hold the glass pieces together when shattered, similar to laminated glass. This film

is susceptible to damage due to its placement of the exposed surface of the glass, and thus may require some level of maintenance over time. There is controversy over the use of security window films on new window frames. Some manufacturers indicated installing security window films to their products will void the factory warranty. Use of these films on new windows requires research into the implications on the window manufacturer's

warranty. Alameda Fire Department takes no exception with the use of this film.



Glass with security film breaking pattern

Doors and Locks for Access Control:

Electronic Keycard Systems:

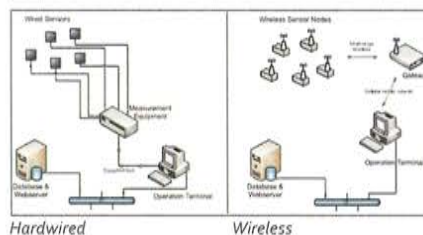
A keycard lock is a lock operated by a keycard, a flat, rectangular plastic card with identical dimensions to that of a credit card that stores a physical or digital signature which the door mechanism accepts before disengaging the lock. There are several common types of keycards in use, including magnetic stripe, smart card (embedded with a read/write electronic microchip), and RFID proximity cards. These keycards are monitored and controlled by a security monitoring system, which is discussed later in this report.

Keycard Locations: Whenever there is a primary point of entry into a building that houses assembly occupancies (administration entrances, multi-use, gym, library, etc.), or multiple office or classroom spaces, the primary entry doors shall be equipped with an electronic keycard system, also known as Proximity Card system, that is connected to a campus or district wide monitoring system.

Examples of assembly occupancies are administration reception areas, and areas most commonly used after hours including multi-use rooms, gymnasiums, aquatic centers, and libraries. The keycard shall be the "smart-key" type allowing it to be activated for specified amounts of time, associated with particular users, and deleted from the system should it be lost or stolen. The monitoring software selected should be as flexible as possible to allow for growth of the system to potentially include individual classroom, office, and storage room doors to the system.

Keycard readers can be installed as hardwired units (physical connection to the server via conduits), or as wireless units that operate over a Wi-Fi network

The hardwired version is more expensive to install and provides continuous "real time" communication to the server. Wi-Fi versions are less expensive to install, function on batteries, and communicate with the server on regular scheduled intervals programmed by the District. Neither version functions during power outages, nor both can be programmed to be fail-safe (unlock in the event of a power outage) or fail-secure (lock in the event of a power outage). It is the recommendation of these standards that the AUSD contract with door hardware and security consultants to develop the District specifications in this regard:



Storage Rooms with Sensitive or Expensive items:

Such as nurse's offices where medication is stored, computer and server rooms, etc., may also have the keycard system at the point of entry.

Security Locks

All office, conference room and classroom doors shall have hardware that allows the door to be locked from the inside without having to open the door to lock it. There are currently two versions of this device on the market, one that can be locked

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from the inside with a key, and the other that can be locked from the inside with a push button. It is important to note that both versions are code compliant. Currently, in the bay area there are school districts that have chosen the push button version of this device, while QKA's experience has solely been with school districts that have chosen the keyed option.

On November 11, 2015, the Board approved the standards enclosed in this document which at the time included push button locks. Following that approval, QKA and staff further researched the classroom locks as approved in the initial standards. The committee was reconvened on December 16, 2016, to discuss the research compiled and to decide on a potential change from the inside push button lock to an inside keyed lock.

Due to the discussion and findings, the committee voted to change the classroom lock standards. On February 28, 2017, the Board of Education approved the amended District Wide Safety and Security Standards to include keyed double-sided locks.

Non-occupied spaces, such as, Janitor and non-sensitive storage spaces: Per the direction from the Maintenance, Operations and Facilities (MOF) Department staff, these spaces shall be lockable, but these non-occupied spaces do not have to be equipped with the security hardware mentioned above.

Doors with Panic Hardware: Exit doors from science classrooms, classrooms over 1,000 square

feet, and all assembly spaces are required to have Panic Hardware on the interior of the doors per California Building Code and DSA. A Panic Hardware exit device is a device for unlocking a door during emergency conditions when the intent is for occupants to exit quickly. When the lever is either pushed or depressed from the inside, it activates a mechanism which unlatches the door allowing occupants to leave quickly from the building. The inside cylinder should be keyed so that a key will operate it. Hex or Allen wrenches shall not be utilized in lieu of a key. While these devices require a key to lock from the inside (there is no push button equivalent) they do meet the requirements for classroom security function and for emergency exiting.

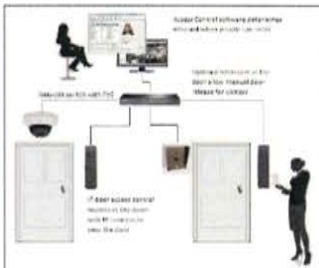


Panic Hardware on inside of exit doors

Exterior Doors: Exterior doors shall be heavy duty Fiberglass Reinforced Panel (FRP) door construction and include heavy duty strike plates at the jamb. All doors will be specified as part of the district design standards that are beyond the scope of this report.

Security Management System

A Security Management System (SMS) shall be provided that will operate, control, monitor and record events and activity generated by electronic physical security system devices deployed throughout the District. The SMS shall be a server-based software platform that seamlessly integrates to and operates with access-controlled doors, intrusion alarm system, and the video management system. The SMS shall communicate with devices and systems via a security VLAN established on the District's Ethernet network backbone. The SMS shall utilize architecture that allows system users to monitor activity in real time, control electronic door locks and devices in real time, and review stored alarm activity and captured video on demand. The SMS may also serve as the ID badging system for the District.



Integrated Video and door monitoring systems

Key management:

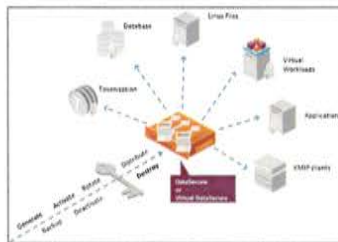
Policies and Procedures: A Key Management Policy should be established in order to help protect the life, property, and security of the school district facilities and all its occupants. It shall serve as the framework by which all keys and access

credentials will be managed, issued, duplicated, stored, controlled, replaced, and accounted for by the Maintenance, Operations and Facilities Department. This policy should be adopted at a district level to allow full and complete implementation and enforcement.



Management System: There should be comprehensive, integrated key management system that can be tied to the security monitoring system and the electronic keycard system.

In order to develop this District wide key management standard, the MOF should consult with a door hardware consultant with an expertise in key management systems, policies and procedures.



Key management systems

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Video Surveillance

Some schools currently have limited video surveillance systems. Additional video security systems are a strong desire of the committee to deter criminal and destructive activity and to assist in the identification and prosecution of those who do engage in destructive or criminal activity. The video should be recorded digitally and stored at the District's data center. It was agreed that notification of video surveillance should be sent home with each student at the beginning of each school year, and that signage be installed at each site, at primary entrance points, that clearly state that video surveillance is employed at the site.

Locations: Video monitoring should be provided at select locations at each campus. Site specific locations should be coordinated with each school's principal and with MOF staff. Locations of first priority are: primary entrances, student gathering areas, bike racks, locations where money is exchanged, book/backpack locker areas, and cafeterias.

Video Software and Storage: The software system should be integrated with the door monitoring software, or one in the same. Refer to District Design Standards for specific specifications. Video recordings shall be stored at the District's Data Center. Video should be fed back to the District Data Center, and available for up to two weeks on select computers. Password access should be required for access. It is strongly recommended that the video be accessed only over a secure VLAN network.

Locations of Servers: At campuses that have a large number of cameras (high school campuses for

instances) it is recommended that there be central servers located on-site. The elementary and middle schools, with smaller numbers of cameras, can be served by a remote server located at the District Data Center.

Privacy Issues: It was suggested that this issue of video monitoring be reviewed with the District's legal counsel prior to pursuing so that issues, such as, privacy can be correctly addressed.

Signage: Each campus that utilizes video surveillance should have clear signage indicating that visitors and occupants will be under video surveillance. The exact text and location of signage shall be developed with the advice of District legal counsel. The exact location of signage shall be determined on a case-by-case basis with MOT but should be at primary entry points and gathering points at a minimum.

Operating Procedures: Operating procedures need to be established at each site for emergency situations. This will be mentioned in the safety and security standards but the procedures themselves are beyond the scope of those standards.



Radio Coverage

Due to limited cell phone coverage throughout the District, many site staff members communicate via two-way radios during school hours and special events, such as, sporting events. The purpose of much of this communication is safety, security, and crowd control. Therefore, it is imperative that strong radio signals be available at all campus facilities. Each site should be assessed for adequate radio coverage by MOF staff. If weak or non-existent signals are identified, repeating devices and or transmitters shall be installed in order to provide adequate coverage.

Intrusion Alarm System

Each campus shall have an Intrusion Alarm System that will be comprised of door and window alarm contracts, motion glass break detectors, and glass break detectors connected to and controlled by an alarm panel/dialer. The alarm panel/dialer shall be connected to a telephone line for connection to an alarm monitoring service provider. It will also be connected to a District's SMS via the security VLAN to allow the campus, buildings and/or zones to be alarmed and disarmed remotely and on time schedules. The SMS integration requirements make it imperative that the Intrusion Alarm System be compatible with the SMS and of a consistent manufacture throughout the District.

Fire Protection System

Fire alarm systems and smoke detectors shall be brought up to current code standards per Division of the State Architect requirements. Wherever possible an automatic single system shall be created

on each campus. Where multiple systems occur on a campus they should be connected together (as stated in the AUSD Education Specifications). New buildings shall have new code compliant fire sprinkler systems as required by the Division of the State Architect.

Site Lighting

Site lighting for safe walking and ease of supervision shall be provided at the buildings, parking lots, and paths of travel

This lighting should be connected to a programmable time clock. This programmable time clock can be programmed for general evenings, weekends, special events, etc.

The system should include motion sensors that are dim and brighten upon sensing any motion.

Campus security lighting that is motion sensor activated was requested to specific places of concern at each campus and may vary from campus to campus.



Site lighting

Communications

Each classroom on every campus shall have an effective and operational two way communications system. The communication system needs to provide the ability to contact 911 directly from all devices and to broadcast announcements to all areas of the campus simultaneously, including, all teaching spaces, assembly spaces, offices, and outdoor areas. It should be accessible to make these announcements from anywhere on campus. The system shall also provide the ability for District office staff to notify other school sites in an emergency. It was agreed that this system should be Voice over Internet Protocol (VoIP) system at each campus. This system shall be intergrated into the clock, bell, and speaker system if possible.



Building Identification Signage

Each school should be clearly identified by monument or wall mounted signage. Individual buildings should also be clearly marked (numbered) with signage placed high on buildings so that landscaping or other amenities/objects cannot obstruct the view of visitors or emergency response personnel.

Each building "address" (letter or number designation) shall be kept up to date and current within the District security systems, as well as, with emergency response agencies such as police and fire.



Building Identification signage



Building address signage

Lockable Storage

Each campus shall have secure, lockable areas, cabinets or rooms for technology storage, chemical and classroom equipment storage, as well as, storage for personal items for staff, faculty, and visitors. For visitors this storage should be located near the front of the reception area to limit visitor's access to staff and student areas unless otherwise authorized. Additionally, secure lockable storage should be provided at all nurse stations for the securing of medications, epi-pens, etc.



Lockable storage



Lockable chemical storage

Identification Badging

Visible Identification badges should be worn by all District staff while on any site. This includes District contractors. While something requiring further consideration, it may be desirable when MOT staff or volunteers are on site that in addition to visible I.D badges, they also wear colored vests for easy identification.

Disaster Preparedness

Emergency supply containers shall be fully stocked and located at each school site. The location of emergency supply containers or sheds should be at or near the "safe dispersal" areas and away from structures. Containers should not be used for general storage per the advice of the Alameda Police Department. These areas should be separate from any "command central". Further, temporary command centers should be located upwind from airborne hazards.

Alameda Police Department also advises that every school site should have a Community emergency response training (CERT) plan. The CERT plans are procedural items that are to be developed outside this facility safety and security standards due to the confidential nature of their content.

Collaboration with Alameda Police & Fire Departments

AUSD is currently and continuously working with APD to review safety at each school site. It is appropriate for this collaboration to continue and be revisited on a regular basis.

Security Measures and Lockdowns

The District has worked closely with the Alameda Police Department to develop security measures and procedures for intruder and emergency situations. Due to the confidential nature of information contained in the security measures they are not duplicated here at the request of the Alameda Police Department representative. Authorized parties should refer to AUSD's Emergency Action Plan (EAP). It is worth repeating that ongoing training and continual enforcement of operating procedures are critical to the security measures discussed in the EAP.

Site and Building Safety Issues

There are a variety of ongoing safety issues that should be addressed on a case by case basis and that generally falls under the following two categories:

Maintenance: Should safety issues arise from maintenance items, such as, graffiti, broken fences, broken windows, damaged door hardware, faulty railings, etc., these items should be of the highest priority for the MOF staff to address.

Design: As the District moves forward with implementing the current and future bond programs, a primary focus of any facility assessment and modernization project should consider and address whenever possible any existing facility design issue that present a hazard or safety issue. These include but are not limited to the following examples: Roofs that are easily accessed, alcoves that are difficult to monitor, large elevation changes that lack proper guard-railing, and designs that allow for skateboarding or similar potential hazards.

Metal Detectors

Some school districts have chosen to utilize metal detectors at the primary entrances to some of their campuses, although, QKA has not been involved with any of these projects.

Additionally, the current AUSD Education Specifications addresses the potential for metal detectors, stating that in certain circumstances, it may become necessary to consider installing metal detectors at High School main entrances.

This may be considered on a site-by-site basis if approved by the Board of Trustees, and community input should be considered. At this time, no recommendations is made to add metal detectors.



Fencing creates easy opportunity to climb onto roof



Unrepaired window creates hazardous condition

Parking and Drop-off

Parking and drop off has been addressed in the District Education Specifications and in the May 27, 2014 AUSD Facilities Master Plan (FMP). Consistent with those documents, new or updated parking and drop off are recommended to improve site safety. Not all sites have the space to add parking and drop off but where possible and when budget allows a safe site-specific parking lots and drop off loops should be provided at elementary and middle school campuses. The drop off loop should be separate from the parking areas and the bus drop off areas where possible. Safety procedures should be in place and efforts should be made to ensure parents and students follow safety procedures.

Bicycle Storage

Provide visible, lockable storage area for bicycles at the front of school and away from vehicular traffic in lockable fenced area. Situate so that it can be visible and supervised from adjacent buildings.

The Alameda County Safe Routes to Schools

(Excerpted from the AUSD Education Specifications) AUSD participates in the Safe Routes to School program with the Alameda County Transportation Commission. The Safe Routes to School program is a collaborative program where multiple agencies work together to ensure that students have a safe path to and from school campuses. The program evaluates school campuses, identifies issues with the routes to the school, and works with the agencies involved to design and implement solutions to those problems. AUSD has worked collaboratively with the City of

Alameda on a number of Safe Routes to School projects and continues to actively work with the program to address all of the school sites.



Student drop off



Student drop off



Bicycle storage

SITE SPECIFIC SAFETY AND SECURITY MEASURES

Measure ~~I-B~~ is based on the ~~2014 Facilities Master Plan July 2022 "Addendum to the June 30, 2014, AUD Facility Master Plan~~, which identified ~~\$590-million-worth-of~~ renovations, modernizations, and repairs needed in AUD's school sites.

~~According to the schedule approved by the Board of Education in March 2015, the first \$90-million in funds will be used for site-specific renovation and modernization work to the school district's elementary, middle, and charter schools while design work begins on renovations to Encinal High School and Alameda High School. Subsequent projects will be funded as more of the bond funds are received through 2019 (from AUD website regarding Measure I background).~~

Overlapping projects:

In addition to District Wide Safety and Security measures discussed in the preceding sections of this report, the Measure ~~BI~~ bond also identifies Safety and Security Projects that overlap with site specific renovations, modernizations, and repairs. These overlapping projects will vary according to the conditions and needs at each site and may be implemented as stand-alone projects or as part of larger site modernization projects as identified in the Addendum to the 2014 Facilities Master Plan .
~~They are as follows These include:~~

Accessibility: As budgets allow, site facilities should be modernized to meet current DSA and building code standards for accessibility for people with disabilities, including providing barrier free paths of travel and building access.

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Portable Buildings: Many portable buildings throughout the District are beyond their service life and no longer meet minimum standards for student use, including, minimum standards for health, safety, and academic standards. As budgets allow portable buildings that fall below these minimum standards should be removed and replaced with permanent classrooms.

Hazardous Materials: All school buildings under Measure B should be reviewed in order to determine if and where hazardous materials, such as lead paint and asbestos, exist. Projects should be implemented to lawfully

remove these materials and replace them with new, safe materials that meet the current AUSD material design standards. Coordination with AUSD Compliance personnel is required for each project to review current report status for buildings within each project.

Earthquake Safety: The Division of the State Architect requires that any school building intended for student use must meet strict earthquake (seismic) structural standards. All buildings within AUSD used to house students shall meet these standards. Further, any modernization project to any school building shall endeavor to enhance structural integrity of the building.

APPENDIX A

Safety and Security Meeting Notes

The following pages contain the meeting notes from the following meetings:

Meeting Notes From 2022 UPDATED Facility Design Standards for Safety and Security Committee

- Update Committee Meeting #1 October 2, 2022
- Update Committee Meeting #2 October 18, 2022

Meeting Notes From Original 2015 to 2016 Facility Design Standards for Safety and Security Committee

- Committee Meeting #1 May 19, 2015
- Committee Meeting #2 June 2, 2015
- Committee Meeting #3 June 16, 2015
- Meeting with door hardware consultant, July 8, 2015
- Meeting with door hardware and security consultants, August 6, 2015
- Committee Meeting #4 September 15, 2015
- Committee Meeting #5 December 16, 201

December 16, 2016, Facility Design Standards for Safety & Security Committee Meeting



QUATTROCCHI KWOK
ARCHITECTS

4 October 2022

2138.00 / 86

Alameda USD Safety & Security - Meeting Number 1 Notes

Zoom Meeting, 1:00 PM

Attendees:

Name	Organization	Email
Robbie Lyng	AUSD	RLyng@alamedaunified.org
Bernadette Gard	AUSD	BGard@alamedaunified.org
Shariq Kahn	AUSD	SKhan@alamedaunified.org
Dani Krueger	AUSD	DKrueger@alamedaunified.org
Monty Patterson	AUSD	MPatterson@alamedaunified.org
Susan Davis	AUSD	SDavis@alamedaunified.org
Greg Sahakian	AUSD	gsahakian@alamedaunified.org
Robyn Odell	AUSD	rodell@alamedaunified.org
Michael Lee	AUSD	miles@alamedaunified.org
Carrie Berg	AUSD	cberg@alamedaunified.org
Sheila Sath Warner	AUSD	SSatheWarner@alamedaunified.org
Justin Hearn	Alameda Fire Marshal	jhearn@alamedaca.gov
Steve Floyd	Alameda Assist. Fire Marshal	SFLOYD@alamedaca.gov
Mark Quattrocchi	QKA	Marka@qka.com
Joel Williams	QKA	joelw@qka.com

Not Attending and Copied on Notes:

Robert Ithurburn	AUSD	RIthurburn@alamedaunified.org
Yvonne Wright	AUSD	ywright@alamedaunified.org
Kristen Zazo	AUSD	KZazo@alamedaunified.org

Introduction

Shariq explained the purpose of the Safety and Security Committee, dating back to the Measure I Bond. The previous group formalized their recommendations into a set of recommendations that were adopted by the Board of Education to use as a roadmap to guide decisions on the projects executed with Bond funding.

The current Committee is convening now to review the previous recommendations and making any updates that are relevant to current needs.

Personal introductions were made.

MAIN:

635 Fifth Street, Suite 200, CA 95404

EAST BAY:

55 Harrison Street, Suite 525, Oakland, CA 94607

707.376.9829 x

877.666.6666

www.qka.com

Background of Existing Plan

Mark walked the group through the existing Facility Design Standards for Safety and Security, dated February 28, 2017.

The document is an overarching set of principles for the entire district, not meant to specifically direct actions for each specific campus. Rather, they should be used to inform the decisions that are made in the context of each unique location.

Key Topics:

- Fencing and Gates
- Location of Administration
- Windows, window covering, glazing types
- Door Hardware, Electronic locks, Security Locks, Panic Hardware, Security Management Systems, Video Surveillance
- Site Lighting
- Communications
- Building ID Signage
- Lockable Storage
- ID Badging
- Disaster preparedness
- First Responder Collaboration
- Metal Detectors
- Parking & Drop-off, Bicycle Storage, Safe Routes

It was asked about who the responsible party is for ensuring these standards are followed. Mark explained that the District Facilities Department has the primary responsibility, along with the architects working on the projects at each campus.

Fencing and Gates

Mark explained in a bit more detail how the topic of Fencing and Gates has been managed previously. Most district school's will have a complete, secure perimeter fence. This is primarily done with 6- to 8-foot-high chain link fencing, except at key entry sides and entry gates where ornamental metal fencing is more often used. Fences are less likely to stop all from achieving access to a site and are more about providing direction to areas where they should/should not go. This is accomplished by providing primary access gates that stand open during school hours to direct visitors to access the site in a consistent and more easily managed manner.

There was discussion about the expectation for providing panic hardware on perimeter gates. Mark explained that we would always provide panic hardware for gates where the code requires it, but also pointed out that areas of refuge create an environment where panic hardware is not required for certain, often remote, gates and would be evaluated on a case-by-case basis. This would be determined by age of students, supervision, context outside the perimeter fence, etc. One of the challenges of panic hardware on the exterior is the maintenance aspect – especially in Alameda's marine environment.

Sheila mentioned recently running an ALICE drill at Lincoln, involving an active intruder, and making decisions about whether to evacuate or hunker down. She pointed out that there were significant bottlenecks with getting students out of the campus in the case of an intruder on campus. Even where gates are provided the narrowness can create problems for large numbers of students to escape safely.



QUATTROCCHI KWOK
ARCHITECTS

18 October 2022

Alameda USD Safety & Security - Meeting Number TWO Notes

Zoom Meeting, 1:15 PM

Attendees:

Name	Organization	Email
Robbie Lyng	AUSD	RLyng@alamedaunified.org
Shariq Kahn	AUSD	SKhan@alamedaunified.org
Dani Krueger	AUSD	DKrueger@alamedaunified.org
Monty Patterson	AUSD	MPatterson@alamedaunified.org
Susan Davis	AUSD	SDavis@alamedaunified.org
Greg Sahakian	AUSD	gsahakian@alamedaunified.org
Carrie Berg	AUSD	cberg@alamedaunified.org
Sheila Sathe Warner	AUSD	SSatheWarner@alamedaunified.org
Robert Ithurburn	AUSD	RIthurburn@alamedaunified.org
Yvonne Wright	AUSD	ywright@alamedaunified.org
Mark Quattrocchi	QKA	Markq@qka.com

Not Attending and Copied on Notes:

Kristen Zazo	AUSD	KZazo@alamedaunified.org
Robyn Odell	AUSD	rodell@alamedaunified.org
Michael Lee	AUSD	miles@alamedaunified.org
Justin Hearn	Alameda Fire Marshal	jhearn@alamedafca.gov
Steve Floyd	Alameda Assist. Fire Marshal	SFLOYD@alamedafca.gov
Joel Williams	QKA	joelw@qka.com
Bernadette Gard	AUSD	BGard@alamedaunified.org

Shariq started the meeting. Mark confirmed that notes from the last meeting were emailed and asked if there were any comments. There were no comments by committee members on those meeting notes.

Fencing and Gates

Mark reviewed the committee left off on gates and fences from the last meeting and particularly regarding allowing an option of using "Cane Bolts" for more remote gates that do not require panic hardware or accessibility.

SEARS:

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A California Corporation

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While Alameda Fire Marshal Justin Hearn was unable to attend, he sent an email on the Cane Bolts as follows:

There is nothing in code on cane bolts. CFC 503.5.2 states security gates have to accessible by Fire being able to cut lock or chain with bolt cutters.

Also, unable to find anything on area of refuge in regards to a field or outside area.

The conclusion was to allow these Cane Bolts and to ensure they are installed with a metal insert in the ground to better ensure the receiving hole did not fill with dirt.

One other gate comment made was recognizing that a gate currently identified as only for maintenance and not required for existing may one day become a desired gate because of a future area of unification. Principals would inform district staff in that event.

There was continued discussion on how the Gates and Fencing Standards are implemented in high schools versus other schools – because of the more common coming and going of students, plus some significant design challenges at the two comprehensive high schools. The committee concluded there may be a greater degree of openness for high schools, but attempts should continue to improve that. For example, it is thought that the Oak and Central Avenue sides of Alameda High School could have more robust fences and gates to provide greater enclosure.

Review of Remainder of Standards

Mark continued with a review of the February 27, 2017, AUSD Safety & Security Standards. If sections of the Standards are not commented on below, it means that the committee had no comments or changes for this update.

- **Location of Administration:** There was discussion on providing remote controlled locks to administration front door and video camera to “buzz” a person in. Some AUSD schools are locking the administration front door now. The committee concluded this was not a desired method for admitting people during the school day, as it sends the wrong message and would not stop an active intruder – the tragedy at Sandy Hook Elementary School is an example of that. Focus should be on, if necessary, relocating administration to easily observe who enters the campus. There should be continued District discussion on the practice of some school locking their front doors, as it sets up schools to have different standards for entering campus that potentially sends the wrong message to the community about some schools.
- **Windows:** The committee wanted to change the section title of “Window Blinds” to “Window Shades,” as the district standard is to use roll down shades. Blinds imply poor performing “mini-blinds.” The Committee also express a concern for teachers adding paper, especially at classroom door windows and sidelights. Add language to dissuade this.

While not a safety issue, the committee recognized there may be instances where the roller blinds have different degrees of opacity depending on solar orientation or in some cases to offer a regular shade that allows some daylight but no view in, plus a blackout shade.

- **Electronic Key Cards:** Discussion on where to use these and it was concluded as follows:

- Entrance doors to buildings that may be used in evenings such as gym, multipurpose, aquatic building, and library.
- Classroom buildings where there are exterior corridor entry doors and then individual classrooms off the corridor, but not at individual classrooms doors even if they face an outdoor entrance.
- Video Surveillance: The committee asked if cameras are being used now for AUSD schools. Shariq confirmed that there are about 60 to 65 video cameras for the high schools and that the middle schools are underway. The elementary schools will be next. There were no changes proposed for Video in the standards.
- Drop-Off: The committee directed that new or modified school drop-off areas be coordinated with the City of Alameda. The City is looking at the areas around schools for traffic safety and for the number of curb-cuts, as that has an impact on sidewalk accessibility.

The committee concluded that the comments in these two meetings reflect all proposed changes to the Safety & Security Standards. Mark agreed to provide a draft update of the AUSD Safety & Security Standards using Track Changes in Word, to make it easier to see where changes were made.

Action Items

Mark to issue meeting notes and separately release the draft updated Standards.

Distribution by email to attendees & others listed on committee but not in attendance.

Next Meeting Date: No future meetings planned

MEETING NOTES

1491.01- B.2



QUATTROCCHI KWOK
ARCHITECTS

May 19, 2015

Alameda USD District Standards - Safety and Security Meeting No. 1

Attendees:

Robert Clark, Chief Business Officer, AUSD
Robbie Lyng, Director of Maintenance, Operations and Facilities, AUSD
Bernadette Gard, AUSD
Brenda Parella, Construction Project Manager, AUSD
Susan Davis, Community Affairs, AUSD
Michael Hans, Principal, Lincoln MS
Cammie Harris, Principal, Wood MS
Babs Freitas, Principal, Bay Farm ES
Rob Van Herk, Director of Technology, AUSD
Cheryl Wilson, Principal, Ruby Bridges ES
Aurora Sweet, Principal, Edison
Mark Quattrocchi, Principal Architect, QKA
Nick Stephenson, Associate Architect, QKA

Notes:

1. Introductions

- a. Robbie introduced the project. District Wide Standards for school safety and security, not just at Committee member's schools.
- b. Scope will include Lighting, fencing, doors, keys, etc. refer to agenda for additional topics identified by QKA.
- c. Each Committee member introduced themselves

2. Roles and Responsibilities

- a. What are we doing? Developing District Standards for all sites. We will address and customize as necessary for each school during future modernization projects.
- b. QKA will create and distribute agendas and notes for each meeting.

3. Expected Outcomes for this Committee

- a. Establish your District wide goals and objectives for site safety and security.
- b. Establish District Standards to be applied district-wide.
- c. Allow for adaptation to each site specific condition – the goal is to apply the standard evenly across the District, but individual site physical conditions/limitations may require adaptation. However variances from standards should not be made for individual school site preferences.

4. Safety Concerns to address, as expressed by the committee

- a. Protecting against intruders
- b. Vandalism
- c. Protecting kids from traffic and abduction (by stranger or estranged parent, etc.)

5. Brainstorming on potential topics to discuss and address during this process

- a. Openness of school/ How to control access
- b. Transient by passers, custody issues
- c. How welcoming do schools feel
- d. Administration Location
- e. Manage comings and goings of people, intruders
- f. Night time and weekend vandalism
- g. Fear of becoming "like a prison"
- h. Managing shared uses (little league, gym rental, etc.)
- i. Door lock-ability
- j. Flows of access to control/manage evening for sanctioned visitors, i.e. MPR Unsupervised children of parents of little leaguers, etc.
- k. Location of disaster preparedness supplies
- l. Site accessibility – trip hazards in path of travel. Spaces not accessible to wheelchairs due to grade changes.
- m. Drop off and pick up time = parents are usually the problem
- n. Special Ed kids – kids with mobility issues, visual impairments
- o. SDC programs – "runners" all ages up to 22
- p. Toilet room safety and gender neutral issue
- q. Safety/security within classrooms (Earthquake, hazardous items, Theft of computers etc.
- r. Privacy (video Surveillance)
- s. Trash enclosures = safety issue
- t. Signage/way finding for visitors etc.
- u. Keying of doors, gates etc.

6. Additional Considerations

- a. Phasing: It was discussed and agreed that some aspects of security and safety District Standards such as fencing or security/fire alarm systems could be developed as a single district wide project now, rather than phased in with the individual site modernization projects. However some safety and security elements like entry gates and fencing, moving administration offices to front of schools would wait for the school's larger modernization project.

- b. It is not yet decided whether or not to begin to implement district wide installation projects based on these standards. This point should be revisited.

7. Discussion of above mentioned topics

- a. Campus openness – Perimeter fencing:
 - It was agreed that perimeter fencing is desired. Pros outweigh cons for perimeter fencing and gates. In this case perimeter fencing refers to edges of property regardless of adjoining use.
 - Current District policy regarding access to school fields and playgrounds = Open to community “dusk to dawn”. So perimeter fences require gates to allow access.
- b. Perimeter fencing and gates:
 - Managing gates is biggest problem. Operational Policies are necessary to manage when open and when locked and so staff etc. follow rules.
 - It was agreed that perimeter/property line fencing with multiple gates is necessary, with policy of when open and locked during school.
- c. Inner core fencing:
 - Must be on case by case basis but goal is to provide inner core where possible to secure campus “core” from vandalism and crime during evenings and weekends.
- d. Type and height of fencing: Can be non-climbable or not, case by case.
 - Height of fence was discussed. 6’ tall was agreed to. Can be higher as necessary for sports.
 - If existing fencing is present it was agreed that it should remain and not be replaced with new (just to match new standards) unless existing fencing is too low or overly damaged in some way.
 - Community association input may be required to determine fencing heights at some sites.
- e. Discussion about aesthetics of fencing.
 - It was discussed and agreed that different levels of aesthetics for different locations and uses is required.
 - General fencing other than at front of schools (perimeter, ball fields, etc.): It was agreed that chain link fencing is acceptable in these locations but hopefully with vinyl coating for color (green or black). Front Fencing:
 - Fencing at front of school: All agreed should look nice and provide clear and welcoming sense of entry. Ornamental fencing at main street frontage was discussed and agreed to.
 - Main points of entry: It was discussed and agreed that the primary point of entry to each campus could be more elaborate and customized on a site-by-site basis rather than rely on a single district standard for these entry points.
 - Inner-core fencing: Inner core fencing does not have to be chain link and may be more ornamental or decorative at these locations.
- f. Location of Administration:
 - Single point of entry during school day is a priority.
 - Some sites already have this and will require little or no enhancement or reconfiguration to get “eyes on entry” and to funnel visitors through reception area.
 - Some sites have nothing close to this and more pervasive reconfiguration of spaces will be required to achieve this. Committee felt this is worth pursuing at each site. Nick and Robert pointed out that this was discussed and addressed at all the sites during Master Planning.
 - It is understood that it is not currently in the Implementation Plan budget to comply with this goal of location administrations at all schools that require it. This goal may have to wait for future /other funding.

Safety and Security

Meeting Notes Page 4 of 4

- All agree that single point of entry during the school day is desirable. It should be located at the administration Office and should not passing any classroom doors prior to access to admin.
- People should not have access to kids or adults without passing administration
- Administration, and main point of entry should be Clear and obvious to all visitors.
- *[Location of admin to be continued at meeting #2]*

8. Next Steps

- Continue with agenda at next meeting.

Next Meeting Date: Tuesday June 2, 2015 at 3:30 pm

[illegible]



MEETING NOTES

1491.01- B.2

June 2, 2015

Alameda USD District Standards - Safety and Security Meeting No. 2

Attendees:

Robert Clark, Chief Business Officer, AUSD
Robbie Lyng, Director of Maintenance, Operations and Facilities, AUSD
Brenda Parella, Construction Project Manager, AUSD
Susan Davis, Community Affairs, AUSD
Michael Hans, Principal, Lincoln MS
Cammie Harris, Principal, Wood MS
Babs Freitas, Principal, Bay Farm ES
Rob Van Herk, Director of Technology, AUSD
Aurora Sweet, Principal, Edison
Robert Ithurnburn, Principal, Alameda HS
Kelly Lara, Director, Student Services, AUSD
Mark Quattrocchi, Principal Architect, QKA
Nick Stephenson, Associate Architect, QKA

Distribution;

Attendees
Cheryl Wilson, Principal, Ruby Bridges ES
Kirsten Zazo, Principal, Encinal HS
Officer Hank Morten, APD
Bernadette Gard, AUSD

Notes:

1. Introductions

- a. Introductions were made for new attendees

2. Roles and Responsibilities

- a. Robbie requested that QKA distribute notes via email to all committee members, and to include Bernadette on all emails.

3. Review of previous notes-

- a. Mark briefly reviewed what was discussed last meeting and where we left off.
- b. Nick presented slides of fencing images based on last meetings notes to ensure that everyone is on same page with respect to types of fencing, heights, locations, etc. There were no exceptions taken to the images presented nor to the previous meetings reflection of decisions made.
 - It was agreed that the district Safety & Security Standard document would include reference to the "potential" for inner core fencing and entry gate elaboration. There will also be language so that there can be some creativity with this fencing.
- c. Mark briefly reviewed the discussion point of relocating administration spaces to the sites primary entry points.

4. Location of Administration spaces

- a. There was brief discussion about buzzing people into the secured portions of the school. This was not pursued as something that should be included in the district standards.
- b. The concept of "eyes on the entry was discussed. It was generally agreed that it is a good idea that the reception counters/desks be oriented so that the receptionist can see through windows to the primary site entry point.
- c. The concept of bullet proof glass was discussed. This was not pursued as something that should be included in the district standards.
- d. It was proposed and agreed that having the reception as the primary and secure point of entry into the campus should be a very high priority, even if it entails reconfiguring or relocating the administration space in order to achieve this. Mark made it clear that the current Implementation Plan for the current bond does not provide funding for relocation or renovating administration.
- e. Pass-thru windows at exterior walls for student interface was discussed. This was not pursued as something that should be included in the district standards.
- f. It was requested that the Principal's office have direct access to the "core" of the school without having to come out into the front of the reception counter in order to do so. A "back door".
- g. Public restrooms on the public side of the reception counter were requested as a safety feature to reduce the number of non-site personnel behind the counter or elsewhere on campus when using the restroom.
- h. Epi-pen dispensers and defibrillators were also requested at nurse stations.
- i. It was requested that the Safety & Security Standards address a requirement for locating defibrillators at gathering areas such as multi-use, gym, library and even outdoor gathering areas such as stadium.

5. Windows

- a. It was discussed that windows are necessary for site safety and security, both so that teachers and administrators can see out, but also so that others can see into classrooms and similar spaces. There was brief discussion about windows being distracting to students. But the benefits of having them appear to outweigh the negatives.

6. Lockable Cabinets

- a. Lockable cabinets for teachers and administrators and even volunteer's personal belongings were requested in classrooms and office spaces. It was agreed that that typical lockable "teachers cabinet" is suitable for this.
- b. Lockable storage was also requested for valuable school supplies such as computers, lab equipment, etc.

7. Building identification and signage

- a. It was agreed that clear building identification signage is important for emergency service personnel and should be included in the standards.

8. Phones

- a. It was agreed that it should be included in the standards to provide phones to all rooms including classrooms and conference rooms including "all call" capabilities. It was also requested that VoIP be included as a standard for the phone system. VoIP (Voice over Internet Protocol) is a methodology and group of technologies for the delivery of voice communications and multimedia sessions over Internet Protocol (IP) networks, such as the Internet.

9. Radio Coverage

- a. It was explained that some parts of the district don't have cell phone coverage and have poor radio reception, making them vulnerable to poor communication in cases of emergencies or safety issues. It was agreed that the standards should prescribe that radio coverage be considered for new projects and they should include allowance for repeaters and other devices to enhance radio reception where necessary.

10. Site Lighting

- a. Site lighting was discussed at length. It was agreed that site lighting at the buildings, parking lots, and paths of travel should be included in the standards. This lighting should be connected to a programmable time clock. This programmable time clock can be programmed for general evenings, weekends, special events, etc. include motion sensors so that they are dim and brighten up upon sensing any motion.
- b. Campus security lighting that is motion sensor activated was requested to specific places of concern at each campus and may vary from campus to campus.

11. Video Monitoring

- a. Video monitoring was discussed at length. It was agreed that video monitoring should be provided at select locations at each campus.
- b. It was agreed that site specific locations should be coordinated with each school's principal and with MOT staff.
- c. A general hierarchy of locations was proposed as follows:
 - Select outdoor spaces, student gathering areas, bike racks, entrances, student locker (not gym) areas and cafeterias. There was discussion on corridors but this may become unwieldy. It was concluded to consider corridors only as felt critical by staff.
 - Rob van Herk stated that from a bandwidth or storage or technology perspective, there is no limit to how much video monitoring can be done within the district. They have the storage capacity to handle at the District's data center.
 - Video should be fed back to district data center, and visible for up to two weeks on select computers. Password access should be required for access.
- d. It was suggested that this issue of video monitoring be reviewed with the district's legal counsel prior to pursuing so that issues such as privacy can be correctly addressed.

12. Intrusion Detection

- a. It was discussed and agreed that any existing intrusion alarm systems should be maintained, and that new buildings should be equipped with the same devices.

- b. RL indicated that the district does not currently subscribe/pay to have an alarm company “listen” via audio receivers when an alarm is triggered.

13. Student safety issues

- a. It was discussed and agreed that the standards should recommend that student safety issues be part of any future project programming phase. This is in order to identify and try to solve such issues as
 - Dangerously broken or damaged items such as windows, fences, trip hazards, etc.
 - Roofs that are too easily accessed
 - Attractive nuisances – examples include existing elements that may impede supervision such as alcoves that are difficult to monitor. Not all of these can be mitigate but when possible they should be
 - Unsafe conditions including large drop-offs, under-sized guardrails, etc.
 - Limit places for students to use as skateboarding ramps or areas to “grind”. While ramps and stairs are unavoidable, provide elements to reduce use by skateboarders whenever possible.
 -

14. Identifying clothing or badging

- It was discussed and agreed that the standards should recommend visible I.D. badges be worn by all district staff while on any site. This includes district contractors.

15. While something requiring further consideration, it may be desirable when MOT staff or volunteers are on site that in addition to visible I.D. badges, they also wear colored vests for easy identification.

16. Next Steps

- Continue with agenda at next meeting for the few remaining items. The June 30 meeting will be canceled because it occurs during summer break. The architect and District staff will work over the summer on the draft Safety/ Security standards document for review by this committee and others of the District in August, in anticipation of a September Board review and approval.

Next Meeting Date: Tuesday June 16, 2015 at 3:30 pm



AUSD

Alameda USD Safety and Security Standards - Committee Meeting #2

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7.



QUATTROCCHI KWOK
ARCHITECTS

MEETING NOTES

1491.01-B.2

June 16, 2015

Alameda USD District Standards - Safety and Security Meeting No. 3

Attendees:

Robert Clark, Chief Business Officer, AUSD
Robbie Lyng, Director of Maintenance, Operations and Facilities, AUSD
Brenda Parella, Construction Project Manager, AUSD
Susan Davis, Community Affairs, AUSD
Michael Hans, Principal, Lincoln MS
Cammie Harris, Principal, Wood MS
Babs Freitas, Principal, Bay Farm ES
Aurora Sweet, Principal, Edison
Robert Ithurburn, Principal, Alameda HS
Kelly Lara, Director, Student Services, AUSD
Officer Hank Morten, APD
Cheryl Wilson, Principal, Ruby Bridges ES
Kirsten Zazo, Principal, Encinal HS
Mark Quattrocchi, Principal Architect, QKA
Nick Stephenson, Associate Architect, QKA

Distribution;

Attendees
Bernadette Gard, AUSD
Rob Van Herk, Director of Technology, AUSD

Notes:

1. Introductions

- a. Introductions were made for new attendees

2. Goal

- a. Complete agenda items.

3. Review notes from previous meetings

- a. Hank Morton explained the "red dot" protocol, which identifies the location in every room of every school where students are instructed to go in case of intruded emergency. It is literally a red dot painted on the ceiling in what he called "the hard corner" of the room which is the most difficult to see from the doorway.
- b. We should reference document that was prepared previously – Hank has document.

4. Natural Supervision

- a. Give potential offenders a perception of being seen. Research indicates that this perception is a deterrent.
- b. Locate access points near areas of activities, or locations where people will feel like they are being watched.
 - Use signs indicating cameras in use
 - Hank mentioned an example at Chinese Christian School...give IP address to police department...provide real time intelligence to police department.
- c. District has not yet received a response from their legal counsel regarding any privacy rights issues with video surveillance. Robbie and team to report back if any issues exist.
 - It was mentioned that schools could send out disclosure forms to all parents at beginning of school year as a means of addressing this issue.
 - Post signs on buildings notifying visitors and students that surveillance is in effect.

5. Disaster Preparedness

- a. location of emergency supplies containers or sheds:
 - Location was discussed and Hank explained why it is a good idea that the sheds be at or near the "safe dispersal" areas and that these areas be separate from any "command central". He also advised that prevailing wind directions be taken into account so that safe dispersal areas and command centers can be located upwind from air born hazards.
- b. Community emergency response training (CERT)
 - Every school should have a plan that includes the items noted above.
 - Containers should not be used for general storage.
 - Kelly and Robbie to send us information (text) to include as an appendix or attachment to the safety and security standards.

6. Keys and Locks

- a. Key cards will confirm who's onsite and when.
 - Locations to include entrances to buildings, to offices, and assembly spaces such as gyms.
 - Discuss if cards are added to gates also.
 - "Columbine" or "Classroom security" locks at classroom doors and offices. The configuration of these are dictated by code but it was the request of Kelly and Kirsten that they have push button locks on the classroom/inside of the door.
- b. District may want to do keying projects this summer at a minimum of one school site.
 - Hank advised that the strike plate component of the hardware is just as important as locksets and should be heavy duty
 - Robbie stated that FRP doors are good at exteriors. Steel reinforces doors also are good. Wood doors and frames are not good for exteriors.

- c. Hank mentioned that there may be funding available for door/lock replacements through grants from Homeland Security, could help pay for doors and hardware.
- d. Science classrooms – need to make sure storage cabinets have appropriate locks. Same with rooms.

7. Building Signage

- a. High Visibility lettering should be required to identify each building
 - Located up high in clearly visible location.
 - Update Building I.D. with exiting maps, correct addresses, etc.

8. Prioritization

- a. A brief discussion of prioritization was had. Kirsten suggested that possible order of priority should be Door locks followed by Surveillance should be at top of list, with fencing toward bottom of list.
- b. Robbie stated that we can't fully complete this conversation unless we have all the Principals in on this discussion.

9. Next Steps

- a. Robbie and Nick agreed to set up a meeting with a hardware consultant to help identify appropriate hardware, keying and locking devices.
- b. Robbie wants to get going on hardware replacement at one or more schools this summer. From there we can compile some examples to share with the school principals.
- c. Potentially schedule a tour of other campuses that are using key cards, different locks, etc. (Ask Mark which schools to tour.)
- d. QKA will then prepare a draft of the Safety and Security Standards for presentation at our next and final committee meeting. This next meeting to occur once school commences again in the fall.

Next Meeting Date: TBD

[illegible]



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ARCHITECTS

MEETING NOTES

1491.01- B.2

July 8, 2015

Alameda USD District Standards - Safety and Security – Door Hardware and Access control – Meeting with Manufacturers Rep

Attendees:

Robbie Lyng, Director of Maintenance, Operations and Facilities, AUSD
Brenda Parella, Construction Project Manager, AUSD
Jamie Ferranti, Construction Project Manager, AUSD
Jerome Thomas, Operations Manager, AUSD
Stacey Ver, Door Opening Consultant, ASSA ABLOY Door Security Solutions
John Dybczak, Associate Architect, QKA
Nick Stephenson, Associate Architect, QKA

Distribution;

Attendees

Notes:

1. Introductions

- a. Stacey Ver, Door Opening Consultant from ASSA ABLOY Door Security Solutions was introduced.
- b. Jerome confirmed that the District is already using Assa products at a number of their school sites and that he and his staff are trained on these products.

2. Goal

- a. Robbie stated that the goal is to develop a standard for doors, locks, and card access systems and then report back to the Safety and Security Committee in the fall.
- b. John advised that this is a good opportunity to use this first school as a pilot school to test out the chosen products and get feedback prior to instituting it district-wide.
- c. Robbie is considering the various delivery methods. These include public bid, lease/lease-back, or District purchased and installed. He also will consider purchasing the products directly and having a contractor install (owner furnished, contractor installed).
- d. Robbie stated that the schools have to be safe and maintainable.
- e. Robbie confirmed that in order for a particular product to be considered a "District Standard" it requires Board Approval.

3. Card Systems

- a. The District office is currently using a card system by H.I.D.
- b. Stacey advised that the district stay with a system that provides "open architecture", regardless of manufacturer.
- c. Stacey said he can send a list of questions to Robbie for him to go over with Rob Van Herk to help them figure out the system particulars that they need.
- d. Stacey showed slides of a system that includes a keyway, a touch key pad, and a card reader.

4. Classroom Security Locks

- a. Key or push button from inside are two options that the committee has discussed.
- b. The drawback with the push button option is that anyone can lock themselves in or others out, even if they don't have a key. For this reason the push button option is not favored.

5. FRP Exterior Doors

- a. Robbie prefers FRP exterior doors with continuous full-height hinges.
- b. FRP doors need to be specified with proper backing/support for panic hardware.

6. Keys and Locks

- a. Stacey confirmed that he can develop the specifications for the doors, frames, hardware specifications and hardware sets/groups.
- b. Robbie stated that the goal is to specify products that minimize the cost and difficulty of retrofitting.
- c. All agreed that some form of site survey is required in order to assess existing product types, manufactures, and conditions. Robbie indicated that he has already surveyed one of the high school campuses. He will review this and share it with QKA and Stacey should he feel it is a good example of how to proceed.
- d. It was made clear that if the District needs to have a consultant do these surveys, that either QKA or Stacey's company can provide these services.
- e. Gerome clarified that primary keyway currently used by AUSD is what he called Schlage "174" and "175", with blank sidebar. Stacey confirmed that his specifications can coordinate with the sidebar system and his cylinder are interchangeable with Schlage.
- f. Stacey to provide examples of classroom security lock systems to show the committee when we reconvene in the fall.

7. Key Management System

- a. Robbie stated that whatever the system, the primary concern is that the main control be at the District MOF office.
- b. After brief discussion it was concluded that a new key management system is advisable at this point. One system mentioned as an example is a system called Medeco, a subsidiary of the Assa Abloy Group.
- c. Robbie stated that he will be looking to Stacey to advise on adequate systems and costs of said systems.

8. Card Key Systems

- a. Stacey started off by explaining that there are two types of systems: wireless and hardwired.
- b. An example of the wireless system is the V.S2 system of which Stacey showed a slide to the group.
 - Runs on batteries

- Can do with or without a key pad
 - In order to add this to existing doors all existing hardware would need to be changed out for new.
- c. Robbie expressed that he would like to use this at building primary entry points and to include the key cylinder and the card reader.
- d. Regarding entry door locks, Stacey mentioned that a Rim device is the best. It works with all types of doors and is the easiest to maintain.
 - It was made clear however that this system does not work well with aluminum storefront doors due to their low profile frames.
- e. The wireless systems require wireless access signal. Most certainly the district will have to add wireless hubs throughout their campuses to ensure the proper strength of signal for these devices to work properly. Stacey assured that these systems always have a key access as a backup.
- f. Stacey clarified that hardwired systems are more cumbersome to get installed and approved by DSA and sometimes require recertification of existing doors, frames, etc. (for rated openings). For these reasons wireless systems are preferred at interior locations.
- g. For exterior or perimeter access control Stacey recommended hardwired access control because these are better for monitoring and lock down situations. , He recommended wireless access control at interiors. He recommended that both hard wired and wireless systems be provided with a door monitoring bolt at the strike.
- h. The specific perimeters that Robbie is considering for access control are Gyms and other spaces that are frequently rented out to the community.
- i. Stacey to provide examples of card key systems to show the committee when we reconvene in the fall.

9. For presentation to committee in the fall

- a. Keyed security locks are primary lock down methods.
- b. Card system is not primary lockdown method. Card system is more for control of rented facilities.
- c. Cards are however best for maintaining an access control system. For example it reduces the cost and complexity of dealing with lost keys, of rekeying, etc.
- d. Brief discussion of costs comparison of card key systems vs. the cost to rekey a school.

10. Next Steps:

- a. Nick and Robbie will schedule a meeting similar to today's for a security consultant to join us and present services that they can offer for consideration by this committee.
- b. District presently contracts with Clark Security.
- c. Things to discuss at next meeting include camera systems, access control software
- d. Stacey to provide list of districts that he has worked with that have access control.
- e. Stacey to provide a unit cost for each of the various systems discussed prior to next committee meeting.
- f. Stacey to also provide a rough estimate of how long it would take to install the devices at a pilot school. This will assist the district in understanding whether or not they can expect to get the entire campus installed over Thanksgiving break for instance.
- g. It was discussed and agreed that only Assa certified installers shall be considered.
- h. A pilot school needs to be selected. After brief discussion Franklin Elementary was mentioned.
 - Robbie mentioned that Steven Lee can provide an AutoCAD floor plan to QKA for this purpose. For next committee meeting in the fall QKA can develop the floor plan of Franklin with each type of access control (security locks, keycard systems, etc.) identified in different colors for clarity.

Next Meeting Date: TBD

[illegible]



QUATTROCCHI KWOK
ARCHITECTS

MEETING NOTES

1491.01- B.2

August 6, 2015

Alameda USD District Standards - Safety and Security — Meeting #5 Door Hardware and Security Consultant Presentations

Attendees:

Robbie Lyng, Director of Maintenance, Operations and Facilities, AUDS
Brenda Parella, Construction Project Manager, AUDS
Jamie Ferranti, Construction Project Manager, AUDS
Bernadette Gard, Operations and Facilities, AUDS
Shariq Khan, Interim CBO, AUDS
Jared Bechdoldt, Door Opening Consultant, ASSA ABLOY Door Security Solutions
Mark Gonzalez, Door Opening Consultant, ASSA ABLOY Door Security Solutions
Kevin Wood, Catalysis Consulting
Mark Nicol, Catalysis Consulting
Nick Stephenson, Associate Architect, QKA

Distribution;

Attendees

Notes:

1. Introductions

- a. Attending consultants were introduced.
- b. Committee and District personnel were introduced.

2. Goals and Recap

- a. Robbie stated that the goal is to develop a standard for doors, locks, and card access systems and then report back to the Safety and Security Committee in the fall.
- b. Robbie recapped progress with committee thus far.
- c. Nick confirmed that this process will result in district safety and security design standard but will not result in product specification. Rather these standards will refer to the yet to be completed District Standards specifications, which is not part of this project. Assa reps confirmed that they would work directly with the district to develop specifications outside the scope of this project.

3. Door hardware systems – follow up from last meeting

- a. Mark Gonzalez clarified that Assa Abloy is a hardware company and does not provide or manufacture software. Their hardware is designed to integrate with the software systems that are provided by others.
- b. Access Control/Card key systems: Mark Gonzalez made a short presentation to introduce the three card key systems that he can offer:
 - Fully hardwired.
 - Pros: Allows for constant communication with electronic file server but
 - Cons: expensive to install due to extensive electrical infrastructure required.
 - Power over Ethernet (P.O.E.)
 - Pros: Allows for constant communication and less expensive to install than fully hardwired.
 - Cons: None specifically discussed.
 - Wireless via WiFi.
 - Pros: Can run off the existing WiFi infrastructure. Least expensive of the three to install.
 - Cons: Allows for scheduled communication only with electronic file server. Not constant. (It was pointed out that in addition to scheduled communication feeds, this system will automatically communicate with the server if a) an unrecognized card is used at a door, or b) a forced entrance occurs at a door. The wireless systems do not allow for instant lock down because it does not have constant communication.
- c. All three systems can work with whatever security and monitoring software the District chooses.
- d. Mark Gonzalez indicated that his company offers to do comprehensive site assessments free of charge in order to identify scopes of work at all doors. This will determine necessary load and compare to existing WiFi capacity. It will also allow Assa Abloy to suggest which of the three systems described above are appropriate for each door.
- e. Rob Van Herk indicated that he is confident that the District has more than enough WiFi capacity for the door monitoring systems described above.
- f. It was agreed that Assa Abloy will conduct a site survey at Wood MS ASAP in order to design and install new access control, hardware, and monitoring systems at Wood MS as a pilot school. QKA will send Mark and Jared schematic site plans ASAP. Kevin will then schedule with Brenda for the site assessment.
- g. Classroom security locks: there was much discussion around whether or not the classroom security locks (which are the systems that are lockable from the inside) should require a key or just a push button to lock from the inside (both are code compliant). After much discussion it was agreed that the safety and security standards will simply say that doors requiring these locks shall be "lockable from the inside".

4. Security systems

- a. Kevin Wood and Mark Nicol of Catalysis Consulting briefly described their services. They are a security systems design firm that offers survey and design services including drawings and specifications, written standards and guidelines.
- b. Access control systems: They recommend access control systems as the best approach. Kevin indicated that most software is flexible enough to migrate with new technologies as they become developed. This is good. This can allow for single point control now (as in master switch for lock downs) and evolve into point by point control (as in each teacher can lock down their own door electronically) should the District decide to change in the future.
- c. Video surveillance systems: recommended locations were discussed, and include major entry points, gathering areas, locations where money is exchanged, and sensitive document storage such as employee

and student records. It was agreed that all these locations should have video surveillance and that this can be specifically determined on a site by site basis.

- d. Duration of storage: recommended to be anywhere between 2 weeks to 60 days. Prior meeting had established that 2 weeks was the duration the committee agreed upon.
- e. Live streaming vs. recorded on demand footage: there was a brief discussion on the benefits and drawbacks of each. Rob Van Herk mentioned that extensive live streaming could max out the bandwidth of the server system and therefore this is not a good idea.
- f. It was strongly recommended that the video be accessed only over a secure VLAN network. A virtual LAN (VLAN) is any broadcast domain that is partitioned and isolated in a computer network. LAN is an abbreviation for "local area network". This will be indicated in the safety and security standards.
- g. A single software system can run the surveillance system and the door access control system.
- h. Discussion of global lockdown capabilities. It was discussed that certain areas may benefit from global lockdown capability, such as gyms, server rooms, roof access points. Other occupied spaces may be operated by the primary occupant (teacher in a classroom, administrator in an office, etc.) No approach was selected.
- i. It was agreed that operating procedures need to be established at each site for emergency situations. This will be mentioned in the safety and security standards but the procedures themselves are beyond the scope of those standards.
- j. Locations of servers: after discussion over the pros and cons of centralized vs remote servers it was agreed that at locations that have a large number of cameras (high school campuses for instances) should have central servers located on site, and the elementary and middle schools, with smaller numbers of cameras, can be served by a remote server located at the district office. This will be indicated in the safety and security standards.

5. Next Steps

- a. Assa Abloy to schedule site assessments through Brenda.
- b. Determine scope of Catalysis services and whether or not they are a consultant directly to the District (as is the case with Assa Abloy) or to QKA.
- c. Nick will begin to develop an agenda for the next meeting with the committee. This will be the last meeting with the committee and the agenda will include review of the draft safety and security standards.

Next Meeting Date: TBD



August 8 2013		1:00PM	AUSD
Alameda USD Safety and Security Standards - Meeting #S			
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	Susan Davis	DO-Comm. Affairs	sdavis@alameda.k12.ca.us
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MEETING NOTES

1491.01-B.2

September 15, 2015

Alameda USD District Standards - Safety and Security Meeting No. 4

Attendees:

Robbie Lyng, Director of Maintenance, Operations and Facilities (MOF), AUSD
Susan Davis, Community Affairs, AUSD
Rob van Herk, Director of Technology, AUSD
Michael Hans, Principal, Lincoln MS
Cammie Harris, Principal, Wood MS
Babs Freitas, Principal, Bay Farm ES
ZaRinah Tillman, Dean, Encinal HS
Aurora Sweet, Principal, Edison
Robert Ithurburn, Principal, Alameda HS
Mark Quattrocchi, Principal Architect, QKA
Nick Stephenson, Associate Architect, QKA
Jarome Thomas, Custodial Head, AUSD
Jamie Ferranti, MOF, AUSD

Distribution:

Attendees
Brenda Parella, Construction Project Manager, AUSD
Bernadette Gard, AUSD
Kelly Lara, Director, Student Services, AUSD
Officer Hank Morten, APD
Cheryl Wilson, Principal, Ruby Bridges ES
Kirsten Zazo, Principal, Encinal HS

Notes:

1. Recap of goals and outcomes of Safety and Security Standards

- a. Mark Quattrocchi recapped the process and goals of this committee, to develop safety and security standards to be implemented district wide. He explained that these are long term standards and will

extend into the future beyond the current Measure I bond funds. He also pointed out that this is intended to be a living document that should be reviewed as time goes on.

- b. Robbie indicated that today is the final day to receive feedback from the committee and asked that the committee members offer any feedback they may have as we move through today's agenda. All feedback received is recorded below.

2. Present Draft Safety and Security Standards

- a. Mark Quattrocchi explained that the draft standards had previously been distributed to all committee members for their review and comment. No comments had been received prior to this meeting. Robbie Lyng indicated that the deadline for feedback from the committee is today.
- b. QKA has developed an agenda containing items to touch on as a means of following up and confirming specific information contained in the draft standards with the committee.
- c. Mark proceeded to summarize the structure and content of the draft standards beginning at the Introduction and continuing up through Location of Administration on page 7. All agreed that there are no questions or comments regarding the content of the draft up to that point and the content to that point therefore is approved. Beginning on page 7 of the draft at the topic of *Windows*, following are notes on the discussion for each agenda item.

3. Discuss outstanding questions and supplemental information for items already discussed:

- a. Window Glazing: Mark explained that the draft standards contain a variety of glazing options that support safety and security due to several factors, such as cost, code compliance, level of security, and budgets of future projects. Mark also explained the limitations regarding film applied window film, which is included as an option in the report. The application of this film to new windows may void the warranty, and the fact that the film is surface applied means that it is susceptible to damage and therefore somewhat of a maintenance issue. No exceptions were expressed in regard to the window section of the draft standards.
- i. No exceptions were taken to the language regarding Door vision and sidelights, and Window Blinds.

- b. Keycard system at Sensitive or Expensive Storage Rooms: Mark explained that the MOF department and QKA had met with a door hardware consultant and a security consultant and during those meetings it was suggested that AUSD add the cardkeys to door for storage of sensitive or expensive items (prescription medications at nurses offices, file server rooms, computer storage rooms, science chemical storage rooms, etc.). This language has been included in the draft presented today. No exception was expressed in this regard.
- i. Hardwired vs wireless keycard readers: The keycard discussion also included an explanation by Robbie about the pros and cons of hardwired keycard readers vs. wireless, or Wi-Fi connected readers. He explained that although the wireless readers are battery powered, they are still reliable enough to be considered as a standard, as the battery life is up to a full year typically, and the readers have a notification function to alert when battery life runs low. The standards will be edited to include explanations of pros and cons of both hardwired and wireless. Installation and maintenance costs are factors, as the installation cost for hardwired is much greater, but some wondered if the maintenance cost of wireless would offset this cost.
- c. Security Locks: There was discussion regarding the options for the security lock interior locking method. The two options are keyed from the inside or push button activated from the inside. It is the desire of the committee that the standards state that push button activation from the inside shall be the district standard for safety and security. The draft will be revised to reflect this.
- d. Door with Panic Hardware: It was explained that although the committee prefers push button locking from the inside of classroom and office spaces (see item C above), Panic Hardware devices do not offer push button locking capability, and therefore keys or hex/Allen wrenches are required to lock these devices from the inside. It is the preference this committee that all panic devices be keyed from the inside, and not equipped to require the use of hex or Allen wrenches. The Draft will be revised to reflect this.
- e. Security Management System: Mark explained that the MOF department and QKA had met with a door hardware consultant and a security consultant and during those meetings it was suggested that a comprehensive Security Management System (SMS) be implemented that integrates the door monitoring, intrusion alarm, key monitoring, and video surveillance systems. The draft states that a

SMS system should be developed and employed by AUSD. No exception was taken expressed in this regard.

- f. Key Management System: Mark explained that the draft standards contain a requirement for a comprehensive key management system be implemented that manages key distribution, employee access, key replacement, etc. The draft states that a key management system should be developed and managed by AUSD MOF Department. No exception was taken expressed in this regard.

4. Discuss items extracted from the Education Specifications not touched on previously:

- a. It was explained that the following items are included in the draft standards, which were not yet discussed with this committee. Each of these items are addressed in the District Educations Specification, and each falls under the purview of safety and security, and this they are indicated in the draft standards. No exceptions were expressed regarding how these items are being addressed within the safety and security standards as written. The items are as follows:
 - i. Fire Alarm
 - ii. Metal detectors
 - iii. Parking and drop-off
 - iv. Bicycle storage
 - v. Safe routes to schools program.

5. Discuss Site Specific Safety and Security Measures not touched on previously:

- a. It was explained that the following items are included in the draft standards, which were not yet discussed with this committee. Each of these items overlap with building and site specific conditions and as such are site specific and will vary from site to site. No exceptions were expressed regarding how these items are being addressed within the safety and security standards as written. Suggested additional text for each item is indicted below. The items are as follows:
 - i. Accessibility - No additional text requested.
 - ii. Portable Buildings - No additional text requested.
 - iii. Hazardous Materials – Robbie requested that we add indication that the District employs a Compliance Manager to ensure that hazardous materials at AUSD sites are lawfully identified and managed.
 - iv. Earthquake Safety. No additional text requested.

6. Follow up with Officer Hank Morten regarding funding information for door/lock replacements through grants from Homeland Security.

- a. Officer Hank Morten was not in attendance during today's meeting so no discussion in this regard was had.

7. Next steps

- a. QKA was directed to await feedback from Robbie and team as to finalizing the standards or continuing them as a draft for future approval, distribution of standards, and potential of Board approval.
- b. The AUSD will develop door hardware, key monitoring and security monitoring specifications.
- c. For keycard and security lock systems, AUSD will proceed with retrofitting Wood Middle School as a "pilot school". They will also consider adding an elementary school campus as a second pilot school.
- d. Today's meeting is the last meeting for this committee.



Principal AHS rithurburn@alameda.k12.ca.us

AUSD

ALAMEDA UNIFIED SCHOOL DISTRICT

Excellence & Equity For All Students

December 16, 2016

Facility Design Standards for Safety & Security Committee Meeting

Corridor Lock: Push Button on the inside/keyed cylinder on the outside

- Locked or unlocked by key from outside
- Push-button locking from inside
- Turning inside lever or closing door release button
- When outside lever is locked by key it can only be unlocked by key.
- Inside lever is always free for immediate egress.
- Push button hardware gives students easy access and means to secure the classroom without the use of a key.
- Push button hardware also provides *unrestricted ability* to lock or unlock a door, allowing anyone - including students - to take control of an opening. Potential for student on student or student on teacher violence or lockouts as a prank.
- Push button hardware may provide a means to secure the classroom as well as terrorize the occupants.
- If someone exits from a locked space during a crisis then someone else will have to relock the door.

Classroom Security Lock: Double Cylinder Lock with keyed cylinders on the inside and outside

- Key in either lever locks or unlocks outside lever
- Inside lever is always free for immediate egress.
- Keeping the doors locked while rooms are in use can enable faster lockdown in emergency situations.
- Staff must have key with them at all times for a lockdown.
- Indicator rose plate can be installed to provide at a glance instruction for locking the door.

Doors with Panic Hardware

Exit doors from science classrooms, classrooms over 1,000 square feet, and all assembly spaces that are required to have panic hardware will have an inside keyed cylinder. These devices require a key to lock from the inside to meet the requirements for classroom security function and for emergency exiting.

AUSD

ALAMEDA UNIFIED SCHOOL DISTRICT

Excellence & Equity For All Students

Response: Matt McMullen, Alameda Police Department

Saturday, December 10, 2016 8:04 PM

"It is our opinion that any lock is better than no lock at all. Of the two locks described these were our thoughts.

The push button is better for gross motor skills and for the ability for anyone in the classroom to lock out unwanted persons. The negative of the push button would be that students could potentially lock out teachers or staff if they did not have their key with them. "

"The two sided key lock prevents the latter from occurring. Using the two sided key system would be very effective if the doors were always locked once class started. If there was no policy for them to be locked, or the policy was not followed, it has the potential to be catastrophic. Using a key requires fine motor skills which would be significantly diminished in a high stress event. The two sided key lock would enable only the teacher or staff member to lock the door which would be difficult for anyone once the event was underway. If it was locked before class it would prevent this, but may cause further disruption if a student is late to class."

"A possible dis-advantaged would be ensuring compliance with substitute teachers and staff who may not be familiar with the two sided key lock system or potential policy."

"Best of luck making this difficult decision,"

Response: Ken Jeffrey, Sr. Fire Code Compliance Officer, Alameda Fire Department

Monday December 12, 2016 1:50 PM

"As I said in my earlier email, either the locking of the doors from the interior with a push button or the key is acceptable since in the event that the room needs to be evacuated, just a turn of the door lever will open the door."

AUSD

ALAMEDA UNIFIED SCHOOL DISTRICT

Excellence & Equity For All Students

Response: Nick Stephenson, Quattrocchi Kwok Architects (QKA)

Thursday, December 8, 2016 3:12 PM

QKA: Lists of Schools with Classroom Security Lock Function (Double Cylinder Lock – keyed both sides)

1. San Ramon (SRVUSD)
2. Cupertino High School, Fremont Union High School District (FUHSD)
3. Homestead High School, FUHSD
4. San Mateo High School (SMUHSD)
5. Hillsdale High School (SMUHSD)
6. Analy High School (West Sonoma County USD)
7. Jesse Bethel High School (Vallejo City USD)
8. Encinal High School (600 wing reconfiguration)
9. Healdsburg Junior High School (HUSD)

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Ratification of Contracts Executed Pursuant to Board Policy 3300

Item Type: Consent

Background: On June 27, 2023, for FY 2023-2024 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, Assistant Superintendent of Educational Services, Assistant Superintendent of Business Services, Assistant Superintendent of Human Resources, and the Purchasing Manager.

Resolution Number 2022-2023.69 further limited the delegation to expenditures of less than \$109,300 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) Agreement for Professional Services between AUSD and Dannis Woliver Kelley for various rates with a total not to exceed \$20,000.00.
2. (Fund 01) Contract for Repairs, Maintenance or Small Construction Projects between AUSD and Brightview Landscape Services for a total price of \$59,999.00.
3. (Fund 01) Contract for Repairs, Maintenance or Small Construction Projects between AUSD and R & S Overhead Garage Door, Inc. for a total not to exceed \$30,000.00.
4. (Fund 01) Contract for Repairs, Maintenance or Small Construction Projects between AUSD and Knorr Systems International, Inc. for a total not to exceed \$30,000.00. (Funded equally by the City of Alameda)
5. (Fund 01) Contract for Repairs, Maintenance or Small Construction Projects between AUSD and Otis Elevator for a total not to exceed \$59,999.00. (Preventative Maintenance)
6. (Fund 01) Contract for Repairs, Maintenance or Small Construction Projects between AUSD and Otis Elevator for a total not to exceed \$59,999.00. (On-Call Maintenance)
7. (Fund 01) Contract for Repairs, Maintenance or Small Construction Projects between AUSD and East Bay Pump and Equipment for a total not to exceed \$52,060.00.
8. (Fund 01) Contract for Repairs, Maintenance or Small Construction Projects between AUSD and JetMulch Inc. for a total not to exceed \$26,003.28.
9. (Fund 01) Contract for Repairs, Maintenance or Small Construction Projects between AUSD and H.Y. Floor & Gameline Painting, Inc. for a total price of \$28,148.00.
10. (Fund 01) Contract for Repairs, Maintenance or Small Construction

Projects between AUSD and Southern Energy Service, Inc. for a total price of \$199,430.00 (Informal Bid Award)

11. (Fund 01) Contract for Repairs, Maintenance or Small Construction Projects between AUSD and Bay City Mechanical for a total not to exceed \$55,000.00.

12. (Fund 01) Amendment No. 1 to Contract for Repairs, Maintenance or Small Construction Projects between AUSD and Western Specialty Contractors for an increase of \$10,000 and a new contract sum of \$50,000.00.

13. (Fund 01) Amendment No.1 to Contract for Repairs, Maintenance or Small Construction Projects between AUSD and Rainbow Waterproofing & Restoration for an increase of \$11,302.00 and a new contract sum of \$60,622.00.

14. (Fund 01) Amendment No. 1 to Agreement between AUSD and Andy's Roofing Inc. for an increase of \$5,245.81 and a new contract sum of \$1,494,415.81.

15. (Fund 01) Amendment No. 1 to Contract for Repairs, Maintenance or Small Construction Projects between AUSD and Bayview Environmental Services for an increase of \$10,000 and a new contract sum of \$31,778.00.

16. (Fund 01) Professional Services Agreement between AUSD and Smith's Pest Management for a total not to exceed \$25,000.00.

17. (Fund 01) Amendment No. 1 to Professional Services Agreement between AUSD and Silicon Valley Math Initiative for an increase of \$27,600 and a new contract sum of \$32,775.00

18. (Fund 13) Delivery Services Agreement between AUSD and Domino's Pizza for a total not to exceed \$45,000.00.

19. (Fund 01) Professional Services Agreement between AUSD and AMS.net for services not to exceed \$50,000 and a \$50,000 material allowance.

20. (Fund 01) Professional Services Agreement between AUSD and Multimedia Consulting Services for services not to exceed \$50,000 and a \$30,000 material allowance.

21. (Fund 01) Professional Services Agreement between AUSD and The Education Team for various hourly rates with a total not to exceed \$100,000.00.

22. (Fund 01) Professional Services Agreement between AUSD and Northeastern University for a proposed fee of \$109,858.00.

23. (Fund 01) Professional Services Agreement between AUSD and EverDriven Technologies LLC for a fee not to exceed \$75,000.00.

24. (Fund 01) Contract for Repairs, Maintenance or Small Construction Projects between AUSD and Acme Pacific Repairs Inc. for a total price not to exceed \$30,000.00.

25. (Fund 01) Professional Services Agreement between AUSD and K2M Consultants on a time and material basis with a total not to exceed \$30,000.00.

26. (Fund 01) 2023-2027 Frontline Technologies Agreement between AUSD and the Alameda County Office of Education for a first year cost of \$338,491.49 and a total estimated value of \$1,436,775.

NOTE: Contracts #22, 23, 24 & 25 were uploaded on Friday, August 4.

AUSD LCAP Goals: 4. Ensure that all students have access to basic services.

Fund Codes:

Fiscal Analysis

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

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, Assistant Superintendent of Business Services

ATTACHMENTS:

Description	Upload Date	Type
☐ Dannis Woliver Kelley	8/2/2023	Backup Material
☐ BrightView	8/2/2023	Backup Material
☐ R&S Overhead Door	8/2/2023	Backup Material
☐ Knorr Systems	8/2/2023	Backup Material
☐ Otis Elevator (1 of 2)	8/2/2023	Backup Material
☐ Otis Elevator (2 of 2)	8/2/2023	Backup Material
☐ East Bay Pump & Equipment	8/2/2023	Backup Material
☐ JetMulch	8/2/2023	Backup Material
☐ H.Y. Floor and Gameline Painting	8/2/2023	Backup Material
☐ Southern Energy Service	8/2/2023	Backup Material
☐ Bay City Mechanical	8/2/2023	Backup Material
☐ Western Specialty Contractors	8/2/2023	Backup Material
☐ Rainbow Waterproofing	8/2/2023	Backup Material
☐ Andy's Roofing	8/2/2023	Cover Memo
☐ Bayview Environmental Services	8/2/2023	Cover Memo
☐ Smith's Pest Management	8/2/2023	Backup Material
☐ SVMi	8/2/2023	Backup Material
☐ Dominos Pizza	8/2/2023	Backup Material
☐ AMS Net	8/2/2023	Backup Material
☐ MMCS	8/2/2023	Backup Material
☐ The Education Team	8/2/2023	Backup Material
☐ Northeastern University_LeadbyLearning	8/4/2023	Backup Material
☐ EverDriven	8/4/2023	Backup Material
☐ Acme Pacific Repairs	8/4/2023	Backup Material
☐ K2M Consultants	8/4/2023	Backup Material
☐ ACOE	8/7/2023	Backup Material

CONTRACT FOR REPAIRS, MAINTENANCE OR SMALL CONSTRUCTION PROJECTS☐

For

REPAIRS, MAINTENANCE OR CONSTRUCTION SERVICES AWARDED PURSUANT TO THE "INFORMAL BIDDING" PROCEDURES OF THE PUBLIC CONTRACT CODE § 22000, ET SEQ. (THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT ("CUPCAA") OVER \$60,000 AND UP TO \$200,000

☒

or

REPAIRS, MAINTENANCE OR CONSTRUCTION SERVICES UNDER \$60,000 AWARDED PURSUANT TO CUPCAA

THIS CONTRACT is made and entered into this 1st day of July, 2023 ("Contract"), by and between Brightview Landscape Services ("Contractor") and **Alameda Unified School District** ("District").

Contractor and District may be referred to herein individually as a "Party" or collectively as the "Parties."

1. **Contract Price & Services.** After the District has issued a Notice to Proceed, the Contractor shall furnish to the District for a total price of fifty-nine thousand, nine hundred, ninety-nine and zero cents Dollars (\$ 59,999.00) ("Contract Price"), the following repairs, maintenance or construction services ("Services" or "Work"):

SCOPE OF WORK: All Sites: General Landscape and Irrigation Maintenance and Repairs
See Exhibit "A" for Time & Materials Rate Sheet

2. **Payment.** Payment for the Work shall be made in accordance with the Terms and Conditions attached hereto.
3. **Site.** Contractor shall perform the Work at All Sites, 2060 Challenger Drive, Alameda CA 94501 ("Premises" or "Site"). The Project is the scope of Work performed at the Site.
4. **Contract Time & Liquidated Damages.** Work to be completed by Sunday, June 30, 2024. ("Contract Time") Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of N/A Dollars (\$ N/A) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or Project milestones established pursuant to the Contract.
5. **Bonds & Insurance.**
- a. **Payment Bond & Performance Bond:** Contractor shall not commence the Work until it has provided to the District, a Payment (Labor and Material) Bond and a Performance Bond, in the forms attached hereto, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.
- ☐ CONTRACT PRICE IS **LESS THAN \$25,000**, THIS IS NOT A REQUIREMENT
- ☐ CONTRACT PRICE IS **MORE THAN \$25,000**, THIS IS A REQUIREMENT
- ☒ PER SCOPE OF WORK, THIS IS NOT A REQUIREMENT
- b. **Insurance:** Contractor shall have and maintain in force, with the minimum indicated limits, the following insurance covering their work under the Contract:

Commercial General Liability , with Products and Completed Operations Coverage	\$1,000,000 per occurrence; \$2,000,000 aggregate
Automobile Liability, Any Auto , Combined Single Limit	\$1,000,000 per occurrence; \$2,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	\$1,000,000
Builder's Risk (Course of Construction)	Issued for the value and scope of work.

Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District prior to beginning work. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to cancellation. The District, its officers, agents and employees, shall be named as an additional on the Contractor's Automobile Liability, Commercial General Liability and Completed Operations Coverage through endorsements CG 20 37 04 13 and CG 20 10 04 13. Contractor's policy(ies) shall be primary. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Contract or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

6. **Project Oversight.** Inspection and acceptance of the Work shall be performed by staff of the Maintenance (MOF) Department of the District.

7. **Terms & Conditions.** The Contractor agrees to comply with the Terms and Conditions.

8. **Contract Documents.** The Contract Documents include only the following documents, as indicated:

<input type="checkbox"/> Bid Form and Proposal	<input checked="" type="checkbox"/> Drug-Free Workplace Certification
<input type="checkbox"/> Bid Bond	<input checked="" type="checkbox"/> Lead-Product(s) Certification
<input type="checkbox"/> Notice to Proceed	<input type="checkbox"/> Roofing Contract Financial Interest Certification
<input checked="" type="checkbox"/> Terms and Conditions to Contract	<input type="checkbox"/> Insurance Certificates and Endorsements
<input checked="" type="checkbox"/> Non-collusion Declaration	<input type="checkbox"/> Performance Bond
<input checked="" type="checkbox"/> Prevailing Wage Certification	<input type="checkbox"/> Payment Bond
<input checked="" type="checkbox"/> Workers' Compensation Certification	<input checked="" type="checkbox"/> Exhibit A ("Scope of Work")
<input checked="" type="checkbox"/> Criminal Background Investigation Certification	<input type="checkbox"/> Plans
<input checked="" type="checkbox"/> Asbestos & Other Hazardous Materials Certification	<input type="checkbox"/> Work Specifications
<input checked="" type="checkbox"/> Smoke-Free Certification	<input type="checkbox"/> [Other] _____
	<input type="checkbox"/> Submittal(s) _____

9. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or sent by overnight delivery service addressed as follows:

Alameda Unified District

2060 Challenger Drive

Alameda, CA 94501

Attn:

☐ **Robbie Lyng, Sr. Director of Construction**

☒ **Monty Patterson, Director of Maintenance,
Operations & Facilities**

Telephone: 510-337-7090

Contractor: _____

BrightView Tree Care Services

ATTN: Steven Mitchell

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service.

ACCEPTED AND AGREED on the date indicated below. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct:

Alameda Unified School District

Contract #: 2305

Signature: _____

Print Name: Monty Patterson

Print Title: Director of Maintenance, Operations & Facilities

Dated: _____, 20__

Signature: _____

Print Name: Shariq Khan

Print Title: Assistant Superintendent of Business Services

Dated: _____, 20__

Contractor

Dated: June 6th, 2023

Signature: Scott Godfrey Digitally signed by Scott Godfrey
Date: 2023.06.06 12:14:59 -07'00'

Print Name: Scott Godfrey

Print Title: Vice President/ General Manager

Company Name: BrightView Tree Care Services

Company Address: _____

4931 Pacheco Road

City, State, ZIP: Martinez, CA 94553

Phone Number: (925) 924-8900

Email: Scott.Godfrey@brightview.com

Federal Employer ID Number: 20-2717738

CSLB License Number: 863659

PWC Registration Number: 1000005359

PWC-100 #: 0005359

Budget Code: 01-8150-0-0000-8110-5800-077-77-0000

Information regarding Contractor:

Type of Business Entity:

- ☐ Individual
☐ Sole Proprietorship
☐ Partnership
☐ Limited Partnership
☒ Corporation
☐ Limited Liability Company
☐ Other: _____

Employer Identification and/or Social Security Number: 952651541

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

TERMS AND CONDITIONS TO CONTRACT

1. NOTICE TO PROCEED: District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.

2. SITE EXAMINATION: Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.

3. EQUIPMENT AND LABOR: The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the Services, the Services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto.

4. SUBCONTRACTORS: Contractor shall comply with the Subletting and Subcontracting Fair Practices Act (Public Contract Code, section 4100 et. seq.) Contractor shall identify by name and location of the place of business of each subcontractor who will perform work or labor or render service in or about the construction of the Project in an amount in excess of one-half of 1 percent of the Contractor's contract price or ten thousand dollars (\$10,000) whichever is greater. Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Contractor subcontracts any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.

5. TERMINATION: If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the Terms or Provisions of this Contract, the District shall have the right to terminate this Contract effective immediately upon the District giving written notice thereof to the Contractor. District shall also have the right in its sole discretion to terminate the Contract for its own convenience. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Contract, whether or not such documents are final or draft documents.

6. SAFETY AND SECURITY: Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible for complying with the District's the rules and regulations pertaining to safety, security, and driving

on school grounds, particularly when children are present.

7. CHANGE IN SCOPE OF WORK: Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by District unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Contractor's belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

8. TRENCH SHORING: If this Contract is in excess of \$25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain District's approval and acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

9. EXCAVATIONS OVER FOUR FEET: If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the Site differing from those indicated; or (3) Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between the District and the Contractor regarding whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall

proceed with all Work. Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

10. LEAD-BASED PAINT: 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.

11. WORKERS: Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.

12. DRUG-FREE / SMOKE FREE POLICY: No drugs, alcohol and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, consultants or contractors are to use drugs on these sites

13. CORRECTION OF ERRORS: Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care required herein.

14. SUBSTITUTIONS: No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District.

15. CONTRACTOR SUPERVISION: Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship,

16. CLEAN UP: Debris shall be removed from the Premises. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

17. ACCESS TO WORK: District representatives shall at all time have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.

18. PROTECTION OF WORK AND PROPERTY: Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

19. ASSIGNMENT OF CONTRACT: Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.

20. TIME IS OF THE ESSENCE: Time is of the essence in the performance of and compliance with each of the provisions and

conditions of this Contract.

21. OCCUPANCY: District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.

22. FORCE MAJEURE CLAUSE: Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of Contractor.

23. INDEMNIFICATION / HOLD HARMLESS CLAUSE: To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, Contractors, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages, arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Contract, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

24. PAYMENT: On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed;

(10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107 and 7200.

25. PERMITS AND LICENSES: Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or Services herein listed.

26. INDEPENDENT CONTRACTOR STATUS: While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Worker's Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.

27. ANTI-DISCRIMINATION: 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).

28. DISABLED VETERAN BUSINESS ENTERPRISES: Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building (SFP Funds) to have a participation of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). If this Contract uses School Facilities Program Funds, Contractor must submit, with its executed Contract, appropriate documentation to the District identifying the steps Contractor has taken to solicit DVBE participation in conjunction with this Contract.

29. WARRANTY/QUALITY: Unless a longer warranty is called for elsewhere in the Contract, Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or Services performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from District's written approval of the Work. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

30. CONFIDENTIALITY: Contractor shall maintain the confidentiality of all information, documents, programs,

procedures, and all other items that Contractor encounters while performing the Contractor's Services to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.

31. COMPLIANCE WITH LAWS: Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

32. DISPUTES/CLAIMS: Public Contract Code § 9204. Claims between the District and the Contractor shall be resolved in accordance with the procedures established in Public Contract Code § 9204.

- Claim. The term "Claim" means a written demand by the Contractor sent by registered mail or certified mail with return receipt requested for:

- (1) An extension of the Contract Time, including relief from damages or penalties assessed by the District for delay;
- (2) Payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment that is not otherwise expressly provided for in the Contract Documents or to which the Contractor is not otherwise entitled; or
- (3) Payment of an amount that is disputed by the District.

- Submission of Claim. A Claim arises upon the District's rejection of a request by the Contractor for a Change Order. The Contractor shall submit the Claim by registered mail or certified mail with return receipt requested to the District's Director of construction and Modernization, with a copy to the Project Manager/Construction Manager. The Contractor shall submit its Claim in writing, together with all Supporting Documentation no later than the earlier of either: (1) thirty (30) days after the date the Claim arises; or (2) sixty (60) days after the date of Completion. It is the intent of the District to evaluate and resolve Claims with the Contractor as close to the events giving rise to such Claims as possible and to avoid stale or late Claims, including late notice and documenting of Claims, and to timely mitigate the issue, event, condition, circumstance and/or cause of the Claim and any adverse impacts or damages related thereto. Should the Contractor fail to submit a Claim by the deadline set forth in this Article, Contractor waives and releases such Claim, including all rights and remedies in connection therewith.

- Contents of Claim. A Claim must include all Supporting Documentation and a statement identifying it as a Claim signed by an authorized agent or officer of the Contractor under penalty of perjury and including the following language immediately above or before the Contractor's signature: "I

declare under penalty of perjury under the laws of the State of California that the information provided and statements made in this Claim are true and correct, substantiated and of merit.” The Contractor recognizes and acknowledges that this requirement is not a mere formality but is intended to ensure that the Contractor only submits Claims that it believes are true and correct, substantiated and have merit. Should Contractor fail to submit the foregoing written statement signed under penalty of perjury, Contractor waives and releases its Claim, including all rights and remedies in connection thereto.

▪ Subcontractor Claims. Pursuant to Public Contract Code § 9204(d)(5), a Subcontractor may request in writing, either on its own behalf or on behalf of a lower tier Subcontractor, that the Contractor submit to the District a claim for work which was performed by the Subcontractor or by a lower tier Subcontractor on behalf of the Subcontractor. The Subcontractor requesting that the claim be submitted to the District shall furnish reasonable documentation to support the claim. Regardless of whether or not the Contractor decides to submit the Subcontractor’s claim to the District, Contractor shall provide a copy of the Subcontractor’s written request, including all supporting documentation, to the Project Manager/Construction Manager within ten (10) days of Contractor’s receipt of the request. In the event the Contractor agrees to submit a Subcontractor’s claim to the District, the Contractor shall submit such claim as a request for a Change Order, unless such claim was previously submitted to the District as a request for a Change Order. Within forty-five (45) days of receipt of the Subcontractor’s written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor submitted the claim to the District and, if the Contractor did not submit the claim, the Contractor shall provide the Subcontractor with a written statement of the reasons for not having done so and shall concurrently provide a copy of such written statement to the Project Manager/Construction Manager. In the event the Contractor includes supporting documentation with such written statement, the Contractor shall concurrently provide a copy of such supporting documentation to the Project Manager/Construction Manager. If the Contractor submits a Claim on behalf of a Subcontractor, the Claim shall include a statement in writing and signed by an authorized agent or officer of the Contractor under penalty of perjury that includes the following language immediately above or before the Contractor’s signature: “I declare under penalty of perjury under the laws of the State of California that [insert name of Contractor] has thoroughly evaluated the claim of [insert name of Subcontractor] and determined that the information provided and statements made in the claim are true and correct, substantiated and of merit.”

▪ District Review of Claim. Upon receipt of a Claim, the District shall review the Claim and, within a period not to exceed forty-five (45) days, shall provide Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the District and the Contractor may, by mutual written agreement, extend the forty-five (45) day time period. The

District shall process and make payment of any undisputed portion of a Claim within sixty (60) days after the District issues its written statement. Failure by the District to provide a written statement in response to a Claim from the Contractor within the forty-five (45) day time period, or within an agreed upon extended time period, shall result in the Claim being deemed rejected in its entirety. A Claim that is rejected by reason of the District’s failure to respond, or failure to timely respond, to the Claim shall not constitute an adverse finding regarding the merits of the Claim or the claimant’s responsibility or qualifications.

▪ Meet and Confer Meeting. If the Contractor disputes the District’s written response, or if the District fails to respond within the time frame prescribed above, the Contractor, within fifteen (15) days of the District’s written response or, if the District fails to respond, within fifteen (15) days after the District’s response was due, may demand, in a writing sent to the District’s Superintendent by registered mail or certified mail, return receipt requested, with a copy to the District’s Director of Construction and Modernization, and Project Manager/Construction Manager, an informal conference to meet and confer for settlement of the issues in dispute. The District shall schedule a meet and confer conference within thirty (30) days of its receipt of the Contractor’s written demand.

▪ Mediation. Within ten (10) business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the District shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the District issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation. The expenses and fees of the mediator and the administrative fees shall be divided among the parties equally. Each party shall pay its own legal fees, witness fees, and other expenses. The District and the Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. The foregoing notwithstanding, pursuant to Public Contract Code § 9204(f), the parties may mutually agree in writing to waive mediation.

▪ Pending resolution of the dispute, Contractor agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination by the court of the State of California, in the county in which the District’s administration office is located, having competent jurisdiction of the dispute.

▪ Nothing in this Article shall prevent the Parties from resolving any disputes or claims pursuant to Public Contract Code section 20104, et seq., if applicable.

- Nothing in this Contract, waives, modifies or tolls the Contractor's obligation to present a timely claim under Government Code § 910, et seq. Therefore, in addition to complying with the contractual Claims procedures, the Contractor is required to present claims to the District pursuant to Government Code § 910, et seq.

33. LABOR CODE REQUIREMENTS: Provided that the Contract Price is more than \$1,000, and the Work is a "public works" under the Labor Code, the parties agree as follows:

- The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- District hereby provides notice of the requirements described in Labor Code § 1771.1(a) that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code § 1725.5.
- Contractor acknowledges that all or a portion of the Services under this Contract are a public work, and that it and its subcontractors have complied with Labor Code § 1725.5, including, without limitation, the registration requirements thereof.
- Contractor shall post all required job site notices and shall comply with all applicable requirements prescribed thereby, including but not limited to Labor Code § 1771.4.
- Contractor shall comply with all applicable provisions of the Labor Code, Division 3, Part 7, Chapter 1, Articles 1-5, 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).
- Copies of the prevailing rate of per diem wages are on file with the District.
- Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the Labor Code, beginning with § 1720, and including §§ 1735, 1777.5 and 1777.6, forbidding discrimination, and §§ 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts. Contractor shall comply with Labor Code § 1777.5 pertaining to prevailing wage compensation to apprentices for pre-employment activities.

34. PAYROLL RECORDS: Contractor and its subcontractor(s) shall keep accurate certified payroll records of employees and make them available to the District immediately upon request.

35. AUDIT: Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Contract. Contractor shall retain these books, records, and systems of account during the Term of

this Contract. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Contract. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

36. ANTI-TRUST CLAIM: Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the Parties.

37. GOVERNING LAW: This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a in the county in which the District's administration office is located.

38. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: 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.

39. BINDING CONTRACT: This Contract shall be binding upon the Parties hereto and upon their successors and assigns, and shall inure to the benefit of the Parties and their successors and assigns.

40. DISTRICT WAIVER: District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.

41. INVALID TERM: If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

42. ENTIRE CONTRACT: This Contract sets forth the entire Contract between the Parties hereto and fully supersedes any and all prior agreements, understanding, written or oral, between the Parties hereto pertaining to the subject matter thereof. This Contract may be modified only by a writing evidencing the Parties' mutual consent.


PREVAILING WAGE CERTIFICATION

PROJECT NO.: 2305 between **Alameda Unified School District** (the "District" or the "Owner") and _____
Brightview Landscape Services (the "Contractor" or the "Bidder") Scott Godfrey, (the "Contract" or the "Project").

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: 6/06/2023

Proper Name of Contractor: BrightView Tree Care Services

Signature: Scott Godfrey  Digitally signed by Scott Godfrey
Date: 2023.06.06 12:14:38 -07'00'

Print Name: Scott Godfrey

Title: VPGM

WORKERS' COMPENSATION CERTIFICATION

PROJECT NO.: 2305 between **Alameda Unified School District** (the "District" or the "Owner") and _____
Brightview Landscape Services (the "Contractor" or the "Bidder") Scott Godfrey, (the "Contract" or the "Project").

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: 6/06/2023

Proper Name of Contractor: BrightView Tree Care Services

Signature: Scott Godfrey  Digitally signed by Scott Godfrey
Date: 2023.06.06 12:15:39 -07'00'

Print Name: Scott Godfrey, VPGM

Title: VPGM

(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

PROJECT NO.: 2305 between **Alameda Unified School District** (the "District" or the "Owner") and _____
Brightview Landscape Services (the "Contractor" or the "Bidder") Scott Godfrey, (the "Contract" or the "Project").

The undersigned does hereby certify to the governing board of the District that (1) he/she is a representative of the Contractor, (2) he/she is familiar with the facts herein certified, (3) he/she is authorized and qualified to execute this certificate on behalf of Contractor; and (4) that the following is true and correct:

1. **Education Code.** Contractor has taken at least one of the following actions with respect to the Project:

- ☐ The Contractor has complied with the fingerprinting requirements of Education Code sections 45125.1/45125.2 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

Waiver of Fingerprint Requirement. Contractor is not required to comply because (check which applies):


- ☒ 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 services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, AND CONTRACTOR'S employees shall have only limited contact with students. Accordingly, the requirements of Education Code section 45125.2 shall not apply to Contractor's services under this Agreement.
- ☒ CONTRACTOR'S services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, CONTRACTOR'S employees shall have more than limited contact with students, BUT one of the following shall occur:
- ☐ The installation of a physical barrier at the worksite to limit contact with pupils.
 - ☐ Continual supervision and monitoring of all Contractor's on-site employees of Contractor by an employee of Contractor, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.
 - ☒ Surveillance of Employees by District personnel.

2. **Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

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: 6/06/2023

Proper Name of Contractor: BrightView Tree Care Services

Signature: Scott Godfrey  Digitally signed by Scott Godfrey
Date: 2023.06.06 12:16:07 -07'00'

Print Name: Scott Godfrey

Title: VPGM

ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION

PROJECT NO.: 2305 between **Alameda Unified School District** (the "District" or the "Owner") and _____
Brightview Landscape Services (the "Contractor" or the "Bidder") Scott Godfrey, (the "Contract" or the "Project").

Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations "New Material Hazardous", shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.

Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.


Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with "New Hazardous Material" containing equipment will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: 6/06/2023

Proper Name of Contractor: BrightView Tree Care Services

Signature: Scott Godfrey  Digitally signed by Scott Godfrey
Date: 2023.06.06 12:16:35 -07'00'

Print Name: Scott Godfrey

Title: VPGM

SMOKE-FREE ENVIRONMENT CERTIFICATION

PROJECT NO.: 2305 between **Alameda Unified School District** (the "District" or the "Owner") and _____
Brightview Landscape Services (the "Contractor" or the "Bidder") Scott Godfrey, (the "Contract" or the "Project").


This Smoke-Free Environment Certification form is required from the successful Bidder.

Pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site.

Date: 6/06/2023

Proper Name of Contractor: BrightView Tree Care Services

Signature: Scott Godfrey  Digitally signed by Scott Godfrey
Date: 2023.06.06 12:17:08 -07'00'

Print Name: Scott Godfrey

Title: VPGM

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT NO.: 2305 between **Alameda Unified School District** (the "District" or the "Owner") and _____
Brightview Landscape Services (the "Contractor" or the "Bidder") Scott Godfrey, (the "Contract" or the "Project").

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
2. Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace.
 - b. The person's or organization's policy of maintaining a drug-free workplace.
 - c. The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations.
3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date: 6/06/2023

Proper Name of Contractor: BrightView Tree Care Services

Signature: Scott Godfrey  Digitally signed by Scott Godfrey
Date: 2023.06.06 12:17:37 -07'00'

Print Name: Scott Godfrey

Title: VPGM

LEAD-PRODUCT(S) CERTIFICATION

PROJECT NO.: 2305 between **Alameda Unified School District** (the "District" or the "Owner") and _____
Brightview Landscape Services (the "Contractor" or the "Bidder") Scott Godfrey, (the "Contract" or the "Project").

California Occupational Safety and Health Administration (CalOSHA), Environmental Protection Agency (EPA), California Department of Health Services (DHS), California Department of Education (CDE), and the Consumer Product Safety Commission (CPSC) regulate lead-containing paint and lead products. Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, **CONTRACTOR IS HEREBY NOTIFIED** of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

The CDE mandates that school districts utilize DHS lead-certified personnel when a lead-based hazard is identified. Examples of lead-certified personnel include: project designers, inspectors, and abatement workers. Furthermore, since it is assumed by the district that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials **(Including Title 8, California Code of Regulations, Section 1532.1)**. Any and all Work which may result in the disturbance of lead-containing building materials must be coordinated through the District.

The California Education Code also prohibits the use or import of lead-containing paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or in the modernization or renovation of any existing school facility. The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.


If failure to comply with these laws, rules, and regulations results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom. If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

THE UNDERSIGNED HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT HE OR SHE HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY, AS WELL AS THE EXISTENCE OF APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL OF, SUCH MATERIALS WITH WHICH IT MUST COMPLY. THE UNDERSIGNED ALSO WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR.

Date: 6/06/2023

Proper Name of Contractor: BrightView Tree Care Services

Signature: Scott Godfrey  Digitally signed by Scott Godfrey
Date: 2023.06.06 12:18:02 -07'00'

Print Name: Scott Godfrey

Title: VPGM

Time and Materials Rate Sheet

Company: Brightview Tree Care Services Inc.
Representative Name: Eric McClenahan - Branch Manager
Address: 4931 Pacheco Blvd Martinez, CA 94553

Phone: (925)924-8900
Contractor License #: 0081686
DIR #: 1000005359
Date: 6/23/23
Project/Bid#:

Time and Materials Rates

Effective Dates: 7/1/23 to 6/30/24

LABOR: Rates quoted below are general prevailing wage rates per public projects including insurance, taxes, overhead and profit.

	<u>Rates per Hour:</u>		
	<u>Straight time</u>	<u>Over time</u>	<u>Double time</u>
Foreman	<u>37</u>	<u>55</u>	<u>74</u>
Journeyman	<u>35</u>	<u>52</u>	<u>70</u>
Helper/Apprentice	<u>30</u>	<u>45</u>	<u>60</u>
Superintendent	<u>45</u>	<u>67</u>	<u>90</u>
Project Manager	<u>45</u>	<u>67</u>	<u>90</u>
Saturday Rates	<u>55</u>	<u>82</u>	<u>110</u>
Sunday Rates	<u>110</u>	<u>165</u>	<u>220</u>

MATERIAL JOB COSTS:

Material expenses will be billed at cost plus a fee of 15 % for overhead and profit.

EQUIPMENT:

Equipment owned by Contractor will be billed to the job at standard, prevailing rental rates as established by outside vendors for similar equipment. Equipment rented from outside vendors will be charged cost plus 10 % for overhead and profit.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/22/2022

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).

PRODUCER Aon Risk Services Central, Inc. Philadelphia PA Office 100 North 18th Street 15th Floor Philadelphia PA 19103 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
INSURED Brightview Tree Care Services, Inc. Location #49280 4677 Pacheco Blvd. Martinez CA 94553 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: Great American Insurance Co.	16691
	INSURER B: ACE American Insurance Company	22667
	INSURER C: American Guarantee & Liability Ins Co	26247
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 570095462558**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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		XSLG47318397 SIR applies per policy terms & conditions	10/01/2022	10/01/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		ISA H1071333A	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION	Y		AUC508596818	10/01/2022	10/01/2023	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLRC50687302 WC - AOS SCFC50687405 WC - WI	10/01/2022 10/01/2022	10/01/2023 10/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE-EA EMPLOYEE \$2,000,000 E.L. DISEASE-POLICY LIMIT \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Job No. 492800000, Alameda Unified School District at 2060 Challenger Drive, Alameda, CA 94501, Alameda Unified School District (AUSD) - All Locations. Alameda Unified School District, its trustees, employees and agents, the State of California, Construction Manager(s), Project Manager(s), Inspector(s) and Architect(s) are included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability and Umbrella Liability policies. Should General Liability, Automobile Liability and Workers' Compensation policies be cancelled before the expiration date thereof, the policy provisions will govern how Notice of Cancellation may be delivered to Certificate Holders in accordance with the policy provisions of each policies.

CERTIFICATE HOLDER**CANCELLATION**

Alameda Unified School District 2060 Challenger Drive Alameda CA 94501 USA	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 <i>Aon Risk Services Central, Inc.</i>

Holder Identifier : BCQINOP

Certificate No : 570095462558

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you perform work for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE OF NAMED INSURED

Named Insured BrightView Landscapes, LLC			Endorsement Number TBD
Policy Symbol XSL	Policy Number G47318397 001	Policy Period 10/01/2022 to 10/01/2023	Effective Date of Endorsement 10/01/2022
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The Named Insured shown in the Declarations is amended to read as follows:

BrightView Landscapes, LLC

BrightView Landscape Services, Inc.

BrightView Tree Care Services, Inc.

BrightView Golf Course Maintenance, Inc.

BrightView Enterprise Solutions, LLC

BrightView Companies, LLC

BrightView Chargers, Inc.

BrightView Landscape Services, Inc, dba Marina Landscape Maintenance

BrightView Tree Care Services, Inc dba Urban Tree Care (formerly known as Urban Tree Care)

BrightView Landscape Services, Inc. dba Girard Environmental Services

BrightView Landscapes, LLC dba Cutting Edge Property Maintenance

as well as any organization other than a partnership or joint venture, and over which you or your subsidiary currently maintain ownership or majority interest provided there is no other similar insurance available to that organization; and any other organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, provided:

- a) there is no other similar insurance available to that organization; and
- b) you notify us of such acquisition not later than 60 days after the end of the policy period.

As respects newly acquired or formed organizations:

- 1. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- 2. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past joint venture that is not shown as a Named Insured on this schedule.



Authorized Agent

SCHEDULE OF NAMED INSURED

Named Insured BrightView Landscapes, LLC			Endorsement Number TBD
Policy Symbol ISA	Policy Number H1071333A	Policy Period 10/01/2022 TO 10/01/2023	Effective Date of Endorsement 10/01/2022
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
AUTO DEALERS COVERAGE FORM**

The Named Insured shown in the Declarations is amended to read as follows:

BrightView Landscapes, LLC
BrightView Landscape Services, Inc.
BrightView Landscape Development, Inc.
BrightView Tree Care Services, Inc.
BrightView Golf Maintenance, Inc.
BrightView Design Group
BrightView Enterprise Solutions, LLC
BrightView Companies, LLC
BrightView Chargers, Inc.
Western Landscape Construction
William A. Guthridge and Son, Inc; BrightView Tree Care Services, Inc dba Urban Tree Care (formerly known as Urban Tree Care) BrightView Landscape Services, Inc dba Girard Environmental Services (formerly known as Girard Environmental Services)
BrightView Holdings, Inc.
Western Landscape Construction dba Signature Landscapes
BrightView Landscape Development, Inc. dba BrightView Aquatics
BrightView Landscapes, LLC dba Cutting Edge Property Maintenance

Named Insured includes First Named Insured; other entities to be covered as of inception and any organization other than a partnership or joint venture, and over which you currently maintain ownership or majority interest, provided there is no other similar insurance available to that organization; and any other organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, provided:

- a) There is no other similar insurance available to that organization; and
- b) you notify us of such acquisition not later than 60 days after the end of the policy period.

As respects newly acquired or formed organizations, coverage does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past joint venture that is not shown as a Named Insured on this schedule.



Authorized Representative

**ADDITIONAL INSURED –
DESIGNATED PERSONS OR ORGANIZATIONS**

Named Insured BrightView Landscapes, LLC			Endorsement Number TBD
Policy Symbol ISA	Policy Number H1071333A	Policy Period 10/01/2022 TO 10/01/2023	Effective Date of Endorsement 10/01/2022
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM**

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

- A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
1. You.
 2. Any of your "employees" or agents.
 3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.



Authorized Representative

**NOTICE TO OTHERS ENDORSEMENT – SCHEDULE
NOTICE BY INSURED'S REPRESENTATIVE**

Named Insured BrightView Landscapes, LLC			Endorsement Number TBD
Policy Symbol ISA	Policy Number H1071333A	Policy Period 10/01/2022 TO 10/01/2023	Effective Date of Endorsement 10/01/2022
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- A.** If we cancel this Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out in this endorsement, to send written notice of cancellation, to the persons or organizations listed in the schedule that you or your representative create or maintain (the "Schedule") by allowing your representative to send such notice to such persons or organizations. This notice will be **in addition to** our notice to you or the first Named Insured, and any other party whom we are required to notify by statute and in accordance with the cancellation provisions of the Policy.
- B.** The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). The failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- C.** We are not responsible for verifying any information in any Schedule, nor are we responsible for any incorrect information that you or your representative may use.
- D.** We will only be responsible for sending such notice to your representative, and your representative will in turn send the notice to the persons or organizations listed in the Schedule at least 30 days prior to the cancellation date applicable to the Policy. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- E.** This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

**NOTICE TO OTHERS ENDORSEMENT – SCHEDULE
NOTICE BY INSURED'S REPRESENTATIVE**

Named Insured BrightView Landscapes, LLC			Endorsement Number TBD
Policy Symbol XSL	Policy Number G47318397 001	Policy Period 10/01/2022 TO 10/01/2023	Effective Date of Endorsement 10/01/2022
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- A.** If we cancel this Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out in this endorsement, to send written notice of cancellation, to the persons or organizations listed in the schedule that you or your representative create or maintain (the "Schedule") by allowing your representative to send such notice to such persons or organizations. This notice will be **in addition to** our notice to you or the first Named Insured, and any other party whom we are required to notify by statute and in accordance with the cancellation provisions of the Policy.
- B.** The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). The failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- C.** We are not responsible for verifying any information in any Schedule, nor are we responsible for any incorrect information that you or your representative may use.
- D.** We will only be responsible for sending such notice to your representative, and your representative will in turn send the notice to the persons or organizations listed in the Schedule at least 30 days prior to the cancellation date applicable to the Policy. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- E.** This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Workers' Compensation and Employers' Liability Policy

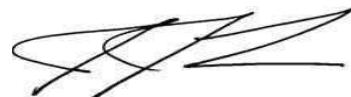
Named Insured BRIGHTVIEW LANDSCAPES, LLC 980 JOLLY RD. BLUE BELL PA 19422	Endorsement Number
	Policy Number Symbol: WLR Number: C50687302
Policy Period 10-01-2022 TO 10-01-2023	Effective Date of Endorsement 10-01-2022
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

**NOTICE TO OTHERS ENDORSEMENT – SCHEDULE
NOTICE BY INSURED'S REPRESENTATIVE**

- A.** If we cancel this Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out in this endorsement, to send written notice of cancellation, to the persons or organizations listed in the schedule that you or your representative create or maintain (the "Schedule") by allowing your representative to send such notice to such persons or organizations. This notice will be **in addition to** our notice to you or the first Named Insured, and any other party whom we are required to notify by statute and in accordance with the cancellation provisions of the Policy.
- B.** The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). The failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- C.** We are not responsible for verifying any information in any Schedule, nor are we responsible for any incorrect information that you or your representative may use.
- D.** We will only be responsible for sending such notice to your representative, and your representative will in turn send the notice to the persons or organizations listed in the Schedule at least 30 days prior to the cancellation date applicable to the Policy. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- E.** This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.

This endorsement is not applicable in the states of AZ, FL, ID, ME, NC, NJ, NM, TX and WI.



Authorized Representative

AUSD: CUPCCAA Registration 2023

Alameda Unified School District participates in the California Uniform Public Construction Cost Accounting Act [CUPCCAA].

We invite all licensed contractors, who are registered with the Department of Industrial Relations [DIR] that perform Public Works Projects, to submit their organization information for inclusion on the District's list of qualified bidders for the 2023 calendar year.

Please submit this Google Form sheet to be included on the District's list.

IMPORTANT: After submitting this document, please submit the following forms to

MOF@alamedaunified.org with "**Company Name** & 2023 CUPCCAA Registration" in the subject line:

- Evidence of Commercial General Liability and Automobile Liability Insurance: \$1,000,000/occurrence; \$2,000,000 aggregate
- Evidence of Ability to Provide Payment and Performance Bonds: include your bonding capacity

Email *

scott.godfrey@brightview.com

Select the year you want to be on the District's Informal Bidding Contractors List: *



2023

Business Name: *

BrightView Tree Care Services

Business Street Address: *

4931 Pacheco

Business City: *

Martinez

Business State: *

CA

Business Zip Code: *

94553

Business Contact Name: *

Steven Mitchell

E-Mail Address: *

steven.mitchell@brightview.com

Additional E-Mail Address:

bob.peralta@brightview.com

Business Phone Number: *

(925) 525-3148

Business Fax Number:

Business Website Address:

<https://www.brightview.com/>

DIR (Dept. of Industrial Relations) Registration Number (#) *

1000005359

DIR (Dept. of Industrial Relations) Registration Expiration Date: *

MM DD YYYY

06 / 30 / 2024

Current CSLB (California State Licensing Board) Number (#) or Not Applicable (N/A): *

863659

CSLB License Expiration Date:

MM DD YYYY

06 / 30 / 2023

PWC Registration Number:

1000005359

Indicate License Classifications (check one or more items): *

- ☐ A-General Engineering
- ☐ B-General Building
- ☐ C-Specialty
- ☐ C-2-Insulation & Acoustical
- ☐ C-4-Boiler, Hot-Water Heating and Steam Fitting
- ☐ C-5-Framing and Rough Carpentry
- ☐ C-6-Cabinet, Millwork and Finish Carpentry
- ☐ C-7-Low Voltage Systems
- ☐ C-8-Concrete
- ☐ C-9-Drywall
- ☐ C-10-Electrical
- ☐ C-11-Elevator
- ☐ C-12-Earthwork and Paving
- ☐ C-13-Fencing
- ☐ C-15-Flooring and Floor Covering
- ☐ C-16-Fire Protection
- ☐ C-17-Glazing
- ☐ C-20-Warm-Air Heating, Ventilating and Air-Conditioning
- ☐ C-21-Building Moving/Demolition
- ☐ C-22-Asbestos Abatement
- ☐ C-23-Ornamental Metal
- ☒ C-27-Landscaping
- ☐ C-28-Lock and Security Equipment
- ☐ C-29-Masonry
- ☐ C-31-Construction Zone Traffic Control

- ☐ C-32-Parking and Highway Improvement
- ☐ C-33-Painting and Decorating
- ☐ C-34-Pipeline
- ☐ C-35-Lathing and Plastering
- ☐ C-36-Plumbing
- ☐ C-38-Refrigeration
- ☐ C-39-Roofing
- ☐ C-42-Sanitation System
- ☐ C-43-Sheet Metal
- ☐ C-45-Sign
- ☐ C-46-Solar
- ☐ C-47-General Manufactured Housing
- ☐ C-50-Reinforcing Steel
- ☐ C-51-Structural Steel
- ☐ C-53-Swimming Pool
- ☐ C-54-Ceramic and Mosaic Tile
- ☐ C-55-Water Conditioning
- ☐ C-57-Well Drilling
- ☐ C-60-Welding
- ☒ C-61-Limited Specialty
- ☐ D-03-Awnings
- ☐ D-04-Central Vacuum Systems
- ☐ D-06-Concrete-Related Services
- ☐ D-09-Drilling, Blasting and Oil Field Work
- ☐ D-10-Elevated Floors
- ☐ D-12-Synthetic Products
- ☐ D-16-Hardware, Locks and Safes

- ☐ D-21-Machinery and Pumps
- ☐ D-24-Metal Products
- ☐ D-28-Doors, Gates and Activating Devices
- ☐ D-29-Paperhanging
- ☐ D-30-Pole Installation and Maintenance
- ☐ D-34-Prefabricated Equipment
- ☐ D-35-Pool and Spa Maintenance
- ☐ D-38-Sand and Water Blasting
- ☐ D-39-Scaffolding
- ☐ D-40-Service Station Equipment and Maintenance
- ☐ D-41-Siding and Decking
- ☐ D-42-Non-Electrical Sign Installation
- ☒ D-49-Tree Service
- ☐ D-50-Suspended Ceilings
- ☐ D-52-Window Coverings
- ☐ D-53-Wood Tanks
- ☐ D-56-Trenching
- ☐ D-59-Hydroseed Spraying
- ☐ D-62-Air and Water Balancing
- ☐ D-63-Construction Cleanup
- ☐ D-64-Non-Specialized
- ☐ D-65-Weatherization and Energy Conservation
- ☐ ASB-Asbestos Certification
- ☐ HAZ-Hazardous Substance Removal Certification
- ☐ Not Applicable
- ☐ Other: _____

Please add additional comments here:

Additional Documents Needed:

After submitting this form, please submit the following documents to MOF@alamedaunified.org with "

Company Name & 2023 CUPCCAA Registration" in the subject line:

- Evidence of Commercial General Liability and Automobile Liability Insurance: \$1,000,000/occurrence; \$2,000,000 aggregate
- Evidence of Ability to Provide Payment and Performance Bonds: include your bonding capacity

Will the additional documents will be submitted to MOF@alamedaunified.org? Please put **"Company Name** & 2023 CUPCCAA Registration" in the subject line. *

☒ Yes

☐ No

This form was created inside of Alameda Unified School District.

Google Forms

Professional Services Agreement

This Agreement is entered into between the Alameda Unified School District (AUSD) and The Education Team (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:

Provide the District with qualified Substitute Paraprofessional and Special Education Teaching staff as needed and requested by the District in the 2023-2024 school year.

2. **Terms.** The term of this agreement shall be 8/14/2023 (or the day immediately following approval by an executive cabinet member if the aggregate amount CONTRACTOR contracted with AUSD is below \$109,300 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$109,300, whichever is later) to 6/30/2024. The work shall be completed no later than 6/8/2024.

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.

- 3.1.1 ☐ CONTRACTOR is providing services for a flat fee which shall not exceed \$_____.
- 3.1.2 ☐ 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 \$_____.
- 3.1.3 ☒ Other: Various hourly rates based on position per exhibit A, total not to exceed \$100,000.00.

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: n/a

which shall not exceed a total cost of \$ n/a.

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? Provides adequate coverage to support our high needs
special education classrooms.

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 ☒ Agency requires all employees or subcontractors to complete TB testing and maintains current records accessible to AUSD upon request.

5.1.3 ☐ **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 ☒ Agency requires all employees or subcontractors to complete fingerprinting and maintains current records accessible to AUSD upon request.
- 5.2.3 ☐ Waiver of Fingerprint Requirement. Waiver of Fingerprint Requirement. CONTRACTOR is not required to comply with section 5.2 because (check which applies):

☐ CONTRACTOR's staff will have no contact or interactions with students outside of the immediate supervision and control of the pupil's parent or guardian or a school employee; or

☐ CONTRACTOR'S services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, and CONTRACTOR'S employees shall have only limited contact with students. Accordingly, the requirements of Education Code section 45125.2 shall not apply to Contractor's services under this Agreement;

_____ (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 provide AUSD proof of coverage before commencing the performance of the work of this Agreement. ***CONTRACTOR acknowledgement** Antonio Azar
Antonio Azar (Jul 7, 2023 13:11 PDT)

☐ 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 when applicable, 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 through endorsement. 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. CONTRACTOR must provide insurance documentation prior to the commencement of work.

***CONTRACTOR acknowledgement** Antonio Azar
Antonio Azar (Jul 7, 2023 13:11 PDT)

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 Professional Liability Insurance.** CONTRACTOR is not required to maintain professional liability insurance as they are not offering professional advice. Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.
_____ (CONTRACTOR initials)
_____ (District Representative initials)

7. Notices. All notices 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: Humera Khalil
E-mail: hkhalil@alamedaunified.org
Site/Dept: Human Resources
Address: 2060 Challenger Drive
Alameda, CA 94501

CONTRACTOR:

Name: Antonio Azar
Title: Marketing Specialist
Address: 3440 Wilshire Blvd Suite 1111
Los Angeles, CA 90010
Email: Antonio.Azar@EducationTeam.com

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.

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 Invoices shall be emailed directly to accountspayable@alamedaunified.org or mailed to Attn: Accounts Payable at 2060 Challenger Drive, Alameda, CA 94501. 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.

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 certifies that s/he performs work that is outside the usual course of the District's business. CONTRACTOR further certifies s/he is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed. 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.
- 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.** CONTRACTOR and all personnel designated by CONTRACTOR to perform under this Agreement shall maintain the confidentiality of all information received in the course of performing this Agreement. This requirement shall extend beyond the effective termination or expiration date of this Agreement. In the event CONTRACTOR receives student data protected by the Family Educational Rights and Privacy Act ("FERPA"), Provider shall abide by Education Code section 49073, including the following:(a) Provider shall not use the student data provided, for an unauthorized purpose, transfer the student data to an unauthorized third party, or sell said data (b) Provider shall delete or otherwise dispose of student data in its possession after the termination of services under this Agreement (c) Provider shall undertake reasonable precautions to protect the student data and shall promptly report to the District any unauthorized access to the 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. 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/or Executive Cabinet as its designee, and no payment shall be owed or made to CONTRACTOR absent formal approval.
- 27. 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. The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.
- 28. Contract Publicly Posted.** This contract, its contents, and all incorporated documents are public documents and will be made available by AUSD to the public online via the Internet.
- 29. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).
- 30. Force Majeure.** At the District's discretion, the Parties shall be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, terrorism, epidemic, quarantine/shelter in place order, strike, lockout, labor dispute, or any other occurrence which is beyond the control of the parties, when evidence thereof is presented to the other party. The District shall not be responsible for any costs associated with this Agreement while performance is so excused.
- 31. Other.** Additional terms attached or edits to must be approved by legal counsel representing AUSD.

I. SITE

CONTRACTOR

Print Name & Title: Antonio Azar

Marketing Specialist

CONTRACTOR Signature: Antonio Azar
Antonio Azar (Jul 7, 2023 13:11 PDT)

Date: 07/07/2023

SOURCE OF FUNDS

Unrestricted Funds (general fund) X Donated Funds _____ Restricted Funds _____Budget Code: 01-6500-0-5760-1110-~~5600~~-040-40-0000 and 01-0000-0-1110-1000-~~5600~~-074-74-2001Umail

Requesting Administrator

07/07/2023

Date

The person(s) signing this Agreement on behalf of each party has been given the proper authority and empowered to enter into this Agreement.

FORWARD TO: Business Services for review and processing

II. HR

Human Resource Approval ☒ Yes ☐ NoTimothy Erwin
Timothy Erwin (Jul 7, 2023 13:42 PDT)

07/07/2023

Signature of Human Resource Administrator

Date

III. CABINET

- ☐ Superintendent, Pasquale Scuderi
- ☐ Assistant Superintendent of Human Resources, Tim Erwin
- ☐ Assistant Superintendent of Educational Services, Kirsten Zazo
- ☒ Assistant Superintendent of Business Services, Shariq Khan

Shariq Khan
Shariq Khan (Jul 7, 2023 14:22 PDT)

07/07/2023

Signature of Executive Cabinet Member

Date

IV. BOARD

BOE Approval Required for Contracts Equal To Or Greater Than \$109,300:

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)

Independent Contractor's Name:

NOT APPLICABLE

Current AUSD employee or substitute?

☐ Yes

☐ No

LABOR CODE FACTORS (§ 2750.3) – ALL 3 MUST APPLY

- ☐ CONTRACTOR and its workers are free from the control and direction of the District in connection with the performance of the work, both under the contract for the performance of the work and in fact.
- ☐ The work to be performed by the CONTRACTOR and its workers is outside the usual course of the District's business.
- ☐ CONTRACTOR is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed.

IRS COMMON LAW FACTORS:

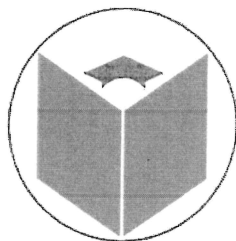
- ☐ **NO INSTRUCTIONS:** The worker will not be required to follow explicit instructions to accomplish the job. AUSD may provide job specifications, however.
- ☐ **NO TRAINING:** The worker will not receive training provided by AUSD. The worker will use independent methods to accomplish the work.
- ☐ **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, _____ (contractor's printed name), certify that all the statements as checked above are true and correct according to the best of my knowledge.

Signature: _____



THE EDUCATION TEAM

Corporate Office: 3440 Wilshire Blvd, Suite 1111 • Los Angeles, CA • 90010
Orders: (855) 898-2929 • Inquiries: (213) 986-4718

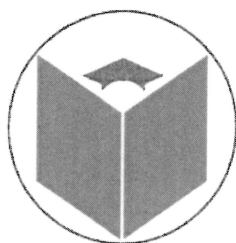
East Bay & North Bay Price List

**** Effective July 1, 2023 ****

Employee Category	Minimum Qualifications	Hourly Rate
• After School Teacher	• 48 semester units in any courses OR • AA Degree in any subject	36.95
• Non-Credentialed K-12 Teacher	• Bachelor's Degree in any subject OR • BA degree and CBEST / CSET OR • 30-Day Substitute Teacher Permit	43.95
• Multi-Subject Credential	• CTC issued Multiple Subject Credential	45.95
• Single-Subject Credential	• CTC issued Single Subject Credential	47.95
• Special Education Credential	• CTC issued Special Education Credential	65.95

Long-term assignments over one week in duration involving lesson planning or grading will incur a \$25 per day surcharge on each day commencing with day six.

NOTE: Prices include all payroll taxes, workers' compensation costs, benefits costs, liability insurance costs (including general, professional, employment practices and sexual misconduct liability), recruitment costs, and HR/administrative costs. There are no additional fees or taxes of any kind.



THE EDUCATION — TEAM —

Corporate Office: 3440 Wilshire Blvd, Suite 1111 • Los Angeles, CA • 90010
Orders: (855) 898-2929 • Inquiries: (213) 986-4718

California PERMANENT PLACEMENT FEES ** * * Effective November 6, 2021 * * **

Employee Category	Minimum Qualifications	Placement Fee
• After School Teacher	• Minimum 48 semester units in any course	1750
• Degree Only	• Bachelor's Degree or higher	3000
• Degree + CBEST or CSET	• Bachelor's Degree or higher <i>and</i> • CBEST or CSET	3000
• 30-Day Sub Permit	• Bachelor's Degree or higher <i>and</i> • 30-Day Substitute Teacher Permit	3000
• Multi-Subject Credential	• Bachelor's Degree or higher <i>and</i> • Multiple Subject Credential	4000
• Single-Subject Credential	• Bachelor's Degree or higher <i>and</i> • Single Subject Credential	5000
• Special Education Credential	• Bachelor's Degree or higher <i>and</i> • Special Education Credential	7000

NOTE: Placement fees are non-refundable, regardless of the duration of employment.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/07/2023

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).

PRODUCER Newfront Insurance Services, LLC 450 Sansome Street Suite 300 San Francisco CA 94111	CONTACT NAME: Brandy Ahearn PHONE (A/C, No, Ext): (415) 754-3635 FAX (A/C, No): E-MAIL ADDRESS: brandy.ahearn@newfront.com														
INSURED ChildCare Careers, LLC The Education Team & Diligent Capital LLC 2000 Sierra Point Pkwy Ste 702 Brisbane CA 94005	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Church Mutual Insurance Company</td><td>18767</td></tr><tr><td>INSURER B :</td><td></td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Church Mutual Insurance Company	18767	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:****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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		0426270-02-592983	06/11/2023	06/11/2024	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 3,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 1,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 3,000,000	PRODUCTS - COMP/OP AGG	\$ 1,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																				
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000																				
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GENERAL AGGREGATE	\$ 3,000,000																				
PRODUCTS - COMP/OP AGG	\$ 1,000,000																				
	\$																				
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			0426270 09-593071	06/11/2023	06/11/2024	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$ 20,000</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$ 40,000</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$ 20,000	BODILY INJURY (Per accident)	\$ 40,000	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																				
BODILY INJURY (Per person)	\$ 20,000																				
BODILY INJURY (Per accident)	\$ 40,000																				
PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			0426270 81-592987	06/11/2023	06/11/2024	<table><tr><td>EACH OCCURRENCE</td><td>\$ 4,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 4,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 4,000,000	AGGREGATE	\$ 4,000,000		\$								
EACH OCCURRENCE	\$ 4,000,000																				
AGGREGATE	\$ 4,000,000																				
	\$																				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A		N / A	0401642-07-594410	06/10/2023	06/10/2024	<table><tr><td>PER STATUTE</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
PER STATUTE	OTH-ER																				
E.L. EACH ACCIDENT	\$ 1,000,000																				
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																				
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																				
A	Professional Liability			0426270-02-592983	06/11/2023	06/11/2024	<table><tr><td>Aggregate</td><td>3,000,000</td></tr><tr><td>Per Occurrence</td><td>1,000,000</td></tr></table>	Aggregate	3,000,000	Per Occurrence	1,000,000										
Aggregate	3,000,000																				
Per Occurrence	1,000,000																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

"Sexual Molestation and Abuse limit is \$2,000,000 on the package with an additional \$4,000,000 on the Umbrella policy for a total of \$6,000,000."

Alameda Unified School District is included as an additional insured as required by a written contract with respect to General Liability.

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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED ENDORSEMENT FOR
CONTRACT, AGREEMENT OR PERMIT - INCLUDING LESSOR OF
LEASED EQUIPMENT, OWNER OF LEASED LAND,
MANAGERS OR LESSORS OF PREMISES, ENGINEERS,
ARCHITECTS AND SURVEYORS AND VENDORS**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

The following is added to the General Liability Additional Provisions Form.

**A. ADDITIONAL INSUREDS – BY
CONTRACT, AGREEMENT, OR PERMIT.**

1. Paragraph C. - WHO IS AN INSURED, is amended to include as an insured:

(a) Any person or organization with whom you have entered into a written contract, agreement or permit requiring you to provide insurance as is afforded by this General Liability Coverage Form will be an additional insured, but only:

(1) To the extent that such additional insured is held liable for acts or omissions committed by you or your subcontractors during the performance of your ongoing operations.

(2) With respect to property owned or used by, or rented or leased to, you.

The insurance afforded any additional insured under this paragraph will be subject to all applicable exclusions or limitations described in paragraphs 2.(a), (b), (c), (d) and (e) and in 3.(a), (b), (c), (d), (e) and (f) below.

(b) Such insurance as is provided by this paragraph for any additional insured will be primary, if so required by the written contract, agreement, or permit. Any other insurance available to such person or organization shall be excess over this insurance.

(c) A person's or organization's status as an additional insured in connection with a written contract, agreement or permit under this paragraph ends when your operations for that additional insured are completed or the written contract, agreement or permit is terminated or expires.

2. Additional Exclusions or Limitations

(a) Lessor of Leased Equipment

If an equipment lessor is an additional insured as a result of the provisions of paragraphs 1.(a), (b) and (c) above, the following additional exclusions apply:

This insurance does not apply:

(1) To any "occurrence" which takes place after the equipment lease expires;

(2) To "bodily injury" or "property damage" arising out of the sole negligence of such additional insured.

(b) Owner of Leased Land

If an owner or other interest from whom land has been leased is an additional insured as a result of the provisions of paragraphs 1.(a), (b) and (c) above, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or
- (2) Structural alterations, new construction, or demolition operations performed by or on behalf of the owner or other interest from whom the land was leased.

(c) Managers or Lessors of Premises

If a manager or lessor of premises you rent or lease is an additional insured as a result of the provisions of paragraphs 1.(a), (b) and (c) above, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction, or demolition operations performed by or on behalf of the manager or lessor of that premises.

(d) Engineers, Architects, or Surveyors

If an engineer, architect or surveyor is an additional insured as a result of the provisions of paragraphs 1.(a), (b) and (c) above, the following additional exclusions apply:

This insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or the failure to render any professional services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

(e) Vendors of "Your Products"

If a vendor of "your products" is an additional insured under this Coverage Part, such insurance as is provided to the additional insured applies only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and subject to the following additional exclusions:

- (1) This insurance afforded the vendor does not apply to:
 - (i) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (ii) Any express warranty unauthorized by you;
 - (iii) Any physical or chemical change in the product made intentionally by the vendor;



- (iv) Repackaging, except unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (v) Any failure to make such inspections, adjustments, tests, or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business; in connection with the distribution or sale of the products;
 - (vi) Demonstration, installation, servicing, or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product; or
 - (vii) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
 - (viii) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - a) The exceptions contained in Sub paragraphs (iv) or (vi); or
 - b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part, or container entering into, accompanying or containing such products.
3. Such insurance as is afforded for any additional insured under 1. and as modified by **Paragraph 2.** above is subject to all applicable exclusions under **Coverage A, BODILY INJURY AND PROPERTY DAMAGE LIABILITY COVERAGE, Paragraph 2. Exclusions** other than **2.b.** which is applicable to contractual liability; and to the following additional exclusions:
- (a) The independent acts or omissions of such additional insured.
 - (b) Any liability arising from injury or damage in connection with a contract or agreement executed or permit issued subsequent to:
 - (i) The occurrence of any "bodily injury" or "property damage"; or
 - (ii) The commission of any offense which caused "personal and advertising injury."
 - (c) Construction or demolition activities within 50 feet of any railroad property and affecting any railroad bridge or trestle, track, road-bed, tunnel, underpass or crossing.

- (d) Any liability arising from injury or damage in connection with a permit issued by a state political subdivision if the liability is from operations performed for the state or political subdivision.
- (e) Any liability from "bodily injury" or "property damage" arising out of "your work" which is included in the "products-completed operations hazard."

This additional exclusion **A.3.(e)** does not apply with respect to such Vendors coverage as is provided under **A.2.(e)** above.

- (f) Any person or organization included as an insured under any other provision of Paragraph C., Who Is An Insured, or included as an additional insured by any endorsement to this policy.

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 Northeastern University (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:

The Lead by Learning/Alameda USD Agreement's purpose is to develop teams of teacher leaders' and site administrators' capacity district-wide to lead colleagues to improve instructional practice and student outcomes by engaging in equity-driven collaborative inquiry that builds instructional leader identity, agency, and share purpose.

Lead by Learning will engage groups of instructional leaders at three different levels; Educational services Team, PLC Leader Team, and Leaders of 4 focal sites in a District-wide Instructional Leadership Inquiry between August 2023 and June 2024.

The 2023-24 Scope of Work is attached.

2. Terms. The term of this agreement shall be August 1, 2023 (or the day immediately following approval by an executive cabinet member if the aggregate amount CONTRACTOR contracted with AUSD is below \$109,300 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$109,300, whichever is later) to June 30, 2024. The work shall be completed no later than June 30, 2024.

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.

3.1.1 ☒ CONTRACTOR is providing services for a flat fee which shall not exceed \$ 109,858.00.

3.1.2 ☐ 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 \$ _____.

3.1.3 ☒ Other: Per Scope of Work attached.

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: _____

which shall not exceed a total cost of \$ _____.

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? In line with the district's strategic planning goals.

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 ☐ Agency requires all employees or subcontractors to complete TB testing and maintains current records accessible to AUSD upon request.

5.1.3 ☒ **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 ☒ Agency requires all employees or subcontractors to complete fingerprinting and maintains current records accessible to AUSD upon request.

5.2.3 ☐ Waiver of Fingerprint Requirement. Waiver of Fingerprint Requirement. CONTRACTOR is not required to comply with section 5.2 because (check which applies):

☐ CONTRACTOR's staff will have no contact or interactions with students outside of the immediate supervision and control of the pupil's parent or guardian or a school employee; or

☐ CONTRACTOR'S services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, and CONTRACTOR'S employees shall have only limited contact with students. Accordingly, the requirements of Education Code section 45125.2 shall not apply to Contractor's services under this Agreement;

_____ (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 provide AUSD proof of coverage before commencing the performance of the work of this Agreement. ***CONTRACTOR acknowledgement** _____

☐ 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 when applicable, 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 through endorsement. 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. CONTRACTOR must provide insurance documentation prior to the commencement of work.

***CONTRACTOR acknowledgement** _____

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 Professional Liability Insurance.** CONTRACTOR is not required to maintain professional liability insurance as they are not offering professional advice. Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.
_____ (CONTRACTOR initials)
_____ (District Representative initials)

7. Notices. All notices 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@alamedaunified.org
Site/Dept: Educational Services, AUSD
Address: 2060 Challenger Drive
Alameda, CA 94501

CONTRACTOR:

Name: Northeastern University
Title: Attn: Exec. Dir. Res. Admin. & Glbl. Res. Ops.
Address: 360 Huntington Ave.,
130-BV, Boston, MA 02115
Email: NU-RES@northeastern.edu

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.

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 Invoices shall be emailed directly to accountspayable@alamedaunified.org or mailed to Attn: Accounts Payable at 2060 Challenger Drive, Alameda, CA 94501. 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.

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 certifies that s/he performs work that is outside the usual course of the District's business. CONTRACTOR further certifies s/he is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed. 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 applicable 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.** The parties agree to mutually defend, indemnify and hold harmless the other party, its officers, agents and employees, volunteers, individually and collectively, from and against all costs, liability, losses, claims, demands, suits, actions, payments and judgments, including legal and attorney fees, arising from personal or bodily injuries, property damage or otherwise, however caused, brought or recovered against any of the above that may arise or arising from any negligent acts from or during or be alleged to be caused by the undersigned's officers, agents employees and volunteers in the course of their performance of this Agreement. 
- 16. Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters-produced materials provided 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 Either party may at any time upon thirty (30) day advance notice to the other Party, 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 and where no cure is possible. AUSD shall compensate CONTRACTOR for services provided through the date of termination. 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.** CONTRACTOR and all personnel designated by CONTRACTOR to perform under this Agreement may receive confidential information in the course of performing this Agreement. In the event CONTRACTOR receives student data protected by the Family Educational Rights and Privacy Act ("FERPA"), Provider shall abide by Education Code section 49073, including the following: (a) Provider shall not use the student data provided, for an unauthorized purpose, transfer the student data to an unauthorized third party, or sell said data (b) Provider shall delete or otherwise dispose of student data in its possession after the termination of services under this Agreement (c) Provider shall undertake reasonable precautions to protect the student data and shall promptly report to the District any unauthorized access to the student data. This requirement shall extend beyond the effective termination or expiration date of this Agreement.

- 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. 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/or Executive Cabinet as its designee, and no payment shall be owed or made to CONTRACTOR absent formal approval.
- 27. 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. The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.
- 28. Contract Publicly Posted.** This contract, its contents, and all incorporated documents are public documents and will be made available by AUSD to the public online via the Internet.
- 29. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).
- 30. Force Majeure.** ~~At the District's discretion, the~~ The Parties shall be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, terrorism, epidemic, quarantine/shelter in place order, strike, lockout, labor dispute, or any other occurrence which is beyond the control of the parties, when evidence thereof is presented to the other party. The District shall not be responsible for any costs associated with this Agreement while performance is so excused.
- 31. Other.** Additional terms attached or edits to must be approved by legal counsel representing AUSD.

I. SITE

CONTRACTOR
Print Name & Title: Eva Pasadas, Exec. Dir. Res. Admin. & Gbl. Res. Ops.

CONTRACTOR Signature: _____ Date: _____

Read and understood by: _____

SOURCE OF FUNDS

Unrestricted Funds (general fund) _____ Donated Funds _____ Restricted Funds _____ Jennifer Ahn

Budget Code: 01-7435-0-1110-1000-5800-049-49-1150/01-0000-0-1110-1000-5800-049-49-1000


Kirsten Zazo (Jul 27, 2023 16:36 PDT)

07/27/2023

Requesting Administrator

Date

The person(s) signing this Agreement on behalf of each party has been given the proper authority and empowered to enter into this Agreement.

FORWARD TO: Business Services for review and processing

II. HR

Human Resource Approval ☐ Yes ☐ No

Signature of Human Resource Administrator

Date

III. CABINET

- ☐ Superintendent, Pasquale Scuderi
☐ Assistant Superintendent of Human Resources, Tim Erwin
☐ Assistant Superintendent of Educational Services, Kirsten Zazo
☐ Assistant Superintendent of Business Services, Shariq Khan

Signature of Executive Cabinet Member

Date

IV. BOARD

BOE Approval Required for Contracts Equal To Or Greater Than \$109,300:

Signature of President, Board of Education

Date

Signature of Secretary, Board of Education

Date

**Alameda Unified School District
Lead by Learning
2023-24 Scope of Work**

DISTRICTWIDE INSTRUCTIONAL LEADERSHIP INQUIRY PARTNERSHIP

Purpose: Develop teams of teacher leaders' and site administrators' capacity districtwide to lead colleagues to improve instructional practice and student outcomes by engaging in equity-driven collaborative inquiry that builds instructional leader identity, agency, and shared purpose.

Participants: Lead by Learning will engage groups of instructional leaders at three different levels of the Alameda Unified system – the Ed Services Team; the PLC Leader Team; and the leaders of 4 focal sites – in a Districtwide Instructional Leadership Inquiry Partnership between August 2023 and June 2024.

Schedule:

PLC Leader Community of Practice monthly sessions will be 1st Thursdays from 3:45-5:15pm over Zoom.
Kickoff retreats for PLC Leaders will be 9:00am-12:00pm on June 12 and August 7 at Encinal High.

ROOT SYSTEM OUTCOMES

All of our partnerships support educator teams to realize the following Root System outcomes:

SHARED VISION FOR LEARNING

Student and adult learning goals are grounded in a shared instructional vision and drive instructional change.

USE OF DATA TO DRIVE EQUITABLE CHANGE

Adults collect and analyze data that uncovers learners' daily experiences to drive instructional and cultural change.

CULTURE OF PUBLIC LEARNING AND SUPPORTIVE CHALLENGE

Collaborative spaces promote honest thinking, shared responsibility, and self-awareness to drive improvement.

DISTRIBUTED LEADERSHIP OF PROFESSIONAL LEARNING

District, site, and/or teacher leader teams work in partnership to vision for, design, and lead learning for adults.

SHOOT SYSTEM OUTCOMES

We also support our site partners to monitor their own progress toward the following Shoot System outcomes:

SHARED VISION

Educators and students develop shared understanding of goals and purpose for learning.

IMPROVED INSTRUCTIONAL PRACTICE

Educators continuously adapt instruction and change their practice in response to student learning data.

EQUITABLE LEARNING OUTCOMES

All students experience accelerated progress, with an emphasis on disrupting predictive outcomes for historically marginalized focal groups.

SOCIAL-EMOTIONAL & ACADEMIC INTEGRATION

Students develop their learning identities and a sense of belonging as members of vibrant, culturally responsive learning communities.

A DISTRICTWIDE INSTRUCTIONAL LEADERSHIP INQUIRY PARTNERSHIP also builds toward the following targeted outcomes:

- Distributed leadership of professional learning across teams of empowered teacher leaders across the district
- Increased vertical alignment around vision for adult learning between district and site leaders
- Development of shared purpose and implementation around specific practices across the district (e.g., walkthroughs)
- Increased capacity to lead, facilitate, and sustain inquiry-based adult learning in grade- level, department or cross-curricular teams and learning communities

CORE PROGRAM

From August 2023 through June 2024, Lead by Learning will provide the following to Alameda Unified's **DISTRICTWIDE INSTRUCTIONAL LEADERSHIP INQUIRY PARTNERSHIP:**

1) ED SERVICES TEAM: VISIONING, STRATEGY, & COHERENCE-BUILDING

VISIONING AND GOAL-SETTING CONVENING

One beginning-of-year visioning and goal-setting convening for the Ed Services Team (up to 6 hours) to develop shared leadership around common goals.

COHERENCE-BUILDING AND PROGRESS MONITORING

Two additional coherence-building and progress monitoring retreats (3 hours each) with the Ed Services Team to align around vision and monitor progress toward shared goals.

INDIVIDUALIZED LEADERSHIP COACHING

Individualized monthly Leadership Coaching for district leader(s) (1 hour/month) to develop the district leader's capacity to create the conditions for a culture of adult learning. For an individual or a team of two.

OPT-IN COMMUNITIES OF PRACTICE MEMBERSHIP

Eligible for membership in Lead by Learning's Opt-In Communities of Practice including the Black, Indigenous, and People of Color Leaders Network and the Certificate in Leading Adult Learning.

2) PLC LEADERS: CULTIVATE TEACHER LEADERSHIP

VISIONING AND GOAL-SETTING "KICKOFF" CONVENING

One beginning-of-year visioning and goal-setting convening to develop shared leadership around common goals.

COMMUNITY OF PRACTICE SESSIONS

Eight monthly virtual Community of Practice sessions for PLC Leaders to engage in collaborative inquiry.

MONTHLY DESIGN TEAM MEETINGS

Monthly Design Team meetings (1 hour/month) to align around vision, evaluate impact, and build vertical partnerships.

END-OF-YEAR INQUIRY SHARE & CELEBRATION

End-of-year Inquiry Share & Celebration to leverage learning across the wider community.

KNOWLEDGE MANAGEMENT TOOLS

Knowledge management tools and Summary of Progress reports in January and June to evaluate impact and support the sharing of outcomes.

OPT-IN COMMUNITIES OF PRACTICE MEMBERSHIP

Eligible for membership in Lead by Learning's Opt-In Communities of Practice including the Black, Indigenous, and People of Color Leaders Network and the Certificate in Leading Adult Learning.

3) FOCAL SITES (4): INTENSIVE SUPPORT FOR CREATING THE CONDITIONS FOR ADULT LEARNING

INDIVIDUALIZED SITE LEADER COACHING

Monthly leadership coaching (1 hour/month per site leader) to develop each site leader's capacity to create the conditions for a culture of adult learning.

MODEL SLT DESIGN & FACILITATION

One facilitated Site Leadership Team (SLT) meeting per focal site per year to model best practices for supporting and coaching PLC leaders.

OBSERVATION & DATA COLLECTION

One observation of an SLT meeting per focal site per year to gather data and provide feedback to site leader on adult learning and collaboration.

ADD-ON OFFERINGS

- ☒ 1 Additional Visioning & Goal Setting Retreat (for Ed Services team in June)
- ☐ Additional Leadership Coaching
 - ☐ 10 sessions
 - ☐ 20 sessions
- ☐ 9 Additional Design Team Reflection & Planning Sessions
- ☒ One 3-hour Stand-Alone Workshop (additional PLC Leader Kickoff)
- ☐ 3 Additional Community of Practice Sessions

COST

Lead By Learning Fee	\$ 122,065
10% Returning Partner Discount	- \$ 12,207
TOTAL COST TO SITE	\$ 109,858

On behalf of Alameda Unified School District, I agree to the outcomes and scope of work above.

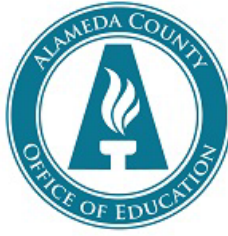
Site Leader Signature

Print Name

Date

Lead by Learning Signature Print Name

Date



**AGREEMENT BETWEEN ALAMEDA COUNTY OFFICE OF EDUCATION
AND ALAMEDA UNIFIED SCHOOL DISTRICT
FOR
FRONTLINE TECHNOLOGIES GROUP LLC, FORMERLY
ESCAPE TECHNOLOGY, INC. SCHOOL BUSINESS SOFTWARE
AND
SYSTEM SUPPORT SERVICES**

THIS AGREEMENT is made and entered into on the 1st day of July, 2023, in the state of California, County of Alameda, by and between the **Alameda County Office of Education (“ACOE”)** and **Alameda Unified School District (“AUSD”)** (collectively referred to herein at times as “Parties” and singularly as “Party”).

WHEREAS, AUSD wishes to obtain, and ACOE wishes to provide certain Data Processing Services and Business Systems understood by both parties to be necessary for the administration of AUSD’s Fiscal, Payroll, Human Resources and other related functions.

NOW, THEREFORE, in consideration of the promises contained herein, the parties agree as follows:

I. SERVICES AND STANDARDS

A. ACOE will provide AUSD with *Escape Online5 & Online6* School Business Software, Data Processing, and Support Services as described in the following, as well as the services provided in Schedule A to this Agreement, which Schedule A is incorporated as if fully set forth herein:

1. Financial, Payroll, Human Resources and Data Processing Services using Escape Online system software, as licensed to ACOE by Frontline Technologies Group LLC. Warrant processing will follow the procedure as is outlined in Schedule B.
2. Servers, network infrastructure, located at ACOE, sufficient to facilitate the active use of the provided school business system.

ACOE will provide for the connection of all the communication equipment required to interface with ACOE’s Processing Center located at ACOE. Any communication equipment required to interface with ACOE’s Processing Center needed by AUSD, to be located on AUSD’s premises, will be provided by AUSD.

A dedicated work connection will be required to connect AUSD's Network to ACOE Processing Center. AUSD will provide all Workstations that meet the minimum requirements for Escape Technology software as detailed in Appendix A: ACOE supports PC compatible computers.

3. Training and technical support services.

a. Training After Implementation

After completion of implementation training, additional days of training may be scheduled if needed by AUSD, with said training to be provided at a site mutually agreed upon by AUSD and ACOE. Any training provided by Frontline Technologies Group LLC will be billed at the applicable rate charged by the third-party vendor. Post-implementation training may be scheduled in full or half-day sessions depending on the type of training.

b. Training to Implement New Modules or Enhancements

Training regarding new modules, enhancements and/or system changes made by Frontline Technologies Group LLC and/or ACOE will be provided by ACOE as needed to implement new modules or to review new enhancements or system changes or to train new staff. Help will be provided by telephone and internet to AUSD staff members, as needed.

ACOE will hold periodic County-wide user group meetings at a site designated by ACOE to address specific group concerns and to share information.

II. TERM, FEES AND PAYMENT

A. Term

This Agreement shall be for a term of four (4) years commencing July 1, 2023 and terminating on June 30, 2027.

B. Fees

AUSD shall pay to ACOE all costs as outlined in Schedule C, which is incorporated into this Agreement as if fully set forth herein.

1. Fee Increases

Payment for year one (*i.e.*, July 1, 2023 to June 30, 2024) of this Agreement is due on July 15, 2023.

Beginning in 2023-24 fiscal year and all subsequent years, thereafter, the annual recurring Support and Operations fees listed in Schedule C shall be adjusted by the published funded Cost-of-Living percentage (COLA not to exceed 4%) for Unified School Districts in the State of California effective July 1 of each contract year, plus any increase to Escape maintenance costs incurred by ACOE.

2. Payment Terms

Payment in full for annual ongoing License and Maintenance costs, as well as Support and Operations costs in year one and all subsequent years shall be made to ACOE on

or before July 15 of the contracted year. ACOE shall submit an annual invoice to AUSD for one-time costs not otherwise identified in Schedule C. AUSD shall pay Frontline Technologies Group LLC directly for other services provided by Frontline Technologies within thirty (30) days of satisfactory completion of the work and receipt of an invoice from Frontline.

III. WAIVER OF LIABILITY, MAINTENANCE OF RECORDS, SYSTEM PERFORMANCE AND BACKUP FACILITIES

ACOE shall not be liable for damage, loss of data, delays and errors occurring by reason of circumstances beyond its reasonable control, provided however, that ACOE shall take all prudent and reasonable precautions to ensure that an acceptable system performance and a workable disaster contingency plan is in place.

IV. INDEMNIFICATION

AUSD shall indemnify and hold harmless ACOE, its officers, elected Board, employees, and agents against any losses, claims, damages, judgments, liabilities or expenses (including reasonable legal counsel fees and expenses) resulting from action taken or permitted by AUSD in good faith with due care and without negligence in reliance upon instructions or orders received from ACOE as to anything arising in connection with its performance under this Agreement. ACOE shall be without liability to AUSD with respect to anything done or omitted to be done, in accordance with the terms of this Agreement or instructions properly received pursuant hereto, if done in good faith and without negligence or willful or wanton misconduct.

ACOE shall indemnify and hold harmless AUSD, its officers, elected Board, employees, and agents harmless against any losses, claims, damages, judgments, liabilities or expenses (including reasonable legal counsel fees and expenses) resulting from action taken or permitted by AUSD in good faith with due care and without negligence in reliance upon instructions or orders received from ACOE as to anything arising in connection with its performance under this Agreement. AUSD shall be without liability to ACOE with respect to anything done or omitted to be done, in accordance with the terms of this Agreement or instructions properly received pursuant hereto, if done in good faith and without negligence or willful or wanton misconduct.

V. CONFIDENTIALITY

ACOE agrees to treat all records and other information with respect to AUSD as confidential. ACOE on behalf of itself and its employees agrees to keep confidential all records and other information with respect to AUSD. AUSD, on behalf of itself and its employees, agrees to keep all information with respect to ACOE confidential; provided, however that if either party is required to produce any such information by order of any government agency or other regulatory body it may, upon written notice to the other party, release the information.

VI. PROVISION OF RECORDS AND DATA

ACOE agrees that all records, data, files, input materials, reports, forms and other data received, computed, developed, used, and/or stored pursuant to this Agreement are the exclusive property of AUSD and that all such records and other data shall be furnished without additional charge, except for actual processing costs, to AUSD in available machine readable form immediately upon termination of this Agreement for any reason whatsoever.

Furthermore, upon AUSD's request at any time or times while this Agreement is in effect, ACOE shall immediately deliver to AUSD, at AUSD's expense, any or all of the data and records held by ACOE pursuant to this Agreement, in the form requested by AUSD. ACOE shall not possess any interest, title or right to any such data or records. In case of a breach in records and data, AUSD will be notified as soon as possible after a known breach has been identified.

VII. INSPECTION AND AUDIT

- A.** At reasonable times and on reasonable notice to ACOE, AUSD shall have the right to inspect ACOE's books and records to verify the accuracy of any invoices submitted pursuant to this Agreement.
- B.** The parties further acknowledge that ACOE has a legal obligation to maintain accurate records. On reasonable notice to ACOE, AUSD shall have the right to audit ACOE's operations related to this Agreement and its maintenance of AUSD's data.

At AUSD's option, such audits may be performed by either ACOE's internal audit staff or external auditors or by AUSD's external auditors. The audits may be either an operational audit or an accounting audit or both. In the event of an operational audit, AUSD shall have the right to inspect ACOE's internal business office operation to assure itself that incoming documents are being processed correctly and that the internal business office processing is adequate.

VIII. GENERAL

In the event that this Agreement is terminated, regardless of the reason for such termination, ACOE shall cooperate with AUSD to maintain an orderly transfer of record keeping functions and provide all necessary staff, services and assistance required for an orderly transfer. All notices and requests in connection with this Agreement shall be given or made upon the respective parties in writing and shall be deemed as given as of the day of deposit in the U.S. Mail, postage pre-paid, certified or registered, return receipt requested, and addressed as follows:

**Alameda County Office of Education
Attn: District Business & Advisory Services
313 West Winton Ave.
Hayward, CA 94544**

**Alameda Unified School District
Attn: Business Services
2060 Challenger Drive
Alameda, CA 94501**

Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms, and further agrees that it is the complete and exclusive statement of the Agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties relating to the subject matter of this Agreement. This Agreement may not be modified or altered except by written instrument duly executed by both parties. This Agreement and performance hereunder shall be governed by and constructed in accordance with the laws of the State of California.

If any provisions of this agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the effective date and year first written above.

ALAMEDA COUNTY OFFICE OF EDUCATION

Alysse Castro, Superintendent

_____ **Date** _____

ALAMEDA UNIFIED SCHOOL DISTRICT

Heather Little, Board President

_____ **Date** _____

Schedule C

Description of Costs

The costs are segregated into two primary parts, Software Annual License and Maintenance and ACOE Support and Operations.

<p>Escape Software Annual License Maintenance</p> <p>The license maintenance fee will be payable to ACOE. ACOE will pass this fee to Frontline Technologies Group LLC formerly Escape Technology in one payment for the entire county.</p> <p><i>Annual License/Maintenance Payments</i></p> <p>The annual license maintenance fees are as follows:</p> <p>Year 1, 2022-23: \$209,584.95 (paid in 2022-23) Year 2, 2023-24: \$217,865.23 Year 3, 2024-25: \$226,479.84 Year 4, 2025-26: \$235,439.03 Year 5, 2026-27: \$244,756.59</p> <p>The annual payments have been combined to include the Online Employee Portal and annual webinar fee.</p>	<p>\$217,865.23</p>
<p>ACOE Support and Operations</p> <p>ACOE Support and Operations includes hosting the Escape Online 5 software and data, implementation of software release and patches, ACOE network infrastructure, equipment, maintenance, offsite data storage, disaster recovery, technical support, training, user groups, webinars provided by Escape, payroll and A/P warrant processing, secure email transmission of ACH advices to employees, W-2 and 1099 processing, quarterly tax reporting, PERS and STRS data file generation and submission, implementation of SACS updates, posting of property taxes, apportionments, inter-fund transfers, and deposits directly to the district's general ledger, assistance with security settings and data access, assistance with implementing negotiated settlements including retro payroll and salary schedule adjustments.</p> <p>The payment for Support and Operations is due July 15, 2023.</p> <p><i>Annual Support and Operations Payment for 2023-24 is \$120,626.26</i></p> <p>Beginning in the 2023/24 fiscal year and all subsequent years, thereafter, the previous year's annual support costs will be adjusted by the published funded Cost-of-Living percentage (COLA not to exceed 4%) for Unified School Districts for the State of California. In the event of a negative Cost-of-Living percentage, the Cost-of-Living percentage will not be applied to the prior year amounts.</p>	<p>\$120,626.26</p>
<p>The renewal rate for the 2023-24 fiscal year will be set at \$338,491.49, which includes both the above License & Support fees.</p>	<p>\$338,491.49</p>

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Resolution No. 2023-2024.01 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.

AUSD LCAP Goals: 4. Ensure that all students have access to basic services.

Fund Codes: 01 General Fund

Fiscal Analysis

Amount (Savings) (Cost): Will increase revenues and expenditures in the District in the amount of \$30,218.03.

Recommendation: Approve as submitted.

AUSD Guiding Principle: #1 - All students have the ability to achieve academic and personal success.| #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, Assistant Superintendent of Business Services

ATTACHMENTS:

Description	Upload Date	Type
□ Attachment A	8/2/2023	Backup Material
□ Resolution No. 2023-2024.01	8/2/2023	Resolution Letter

At

BUDGET REVISIONS

(Budget Revisions affect Fund Balance;
Amounts are either added or subtracted from Fund Balance)

School/Dept	Description	Amount
Alameda High	Donations	\$7,736.67
ASTI	Donations	\$28.22
Bay Farm	Donations	\$1,900.00
Earhart	Donations	\$103.00
Edison	Donations	\$94.50
ED Services	Donations	\$4,814.60
Encinal Jr & Sr High	Donations	\$5,426.88
Island High School	Donations	\$674.00
Lincoln Middle School	Donations	\$1,547.02
Maya Lin	Donations	\$3,644.00
Otis	Donations	\$1,466.75
Paden	Donations	\$200.03
Ruby Bridges	Donations	\$2,432.70
Wood Middle School	Donations	\$149.66
Total Donations		\$30,218.03

8/2/2023
Attachment A

ALAMEDA UNIFIED SCHOOL DISTRICT
Alameda, California
Resolution

August 8, 2023

Resolution No. 2023-2024.01

Approval of Budget Transfers, Increases, Decreases

WHEREAS, the state statute 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, THEREFORE, BE IT RESOLVED that the changes be made to the adopted appropriations as per Attachment A.

PASSED AND ADOPTED by the following vote this 8th day of August 2023:

AYES: _____ MEMBERS: _____

NOES: _____ MEMBERS: _____

ABSENT: _____ MEMBERS: _____

Heather Little, President
Board of Education
Alameda Unified School District

ATTEST:

By: _____
Pasquale Scuderi, Secretary
Board of Education
Alameda Unified School District

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Resolution No. 2023-2024.02 Authorization to Dispose of Surplus Property

Item Type: Consent

Background: Education Code Sections 17545 and 17546 authorize that the Board of Education may, through its designated agent, legally dispose of surplus equipment in such a state of obsolescence or disrepair that it should be disposed of and removed from district inventory.

Exhibit A contains a list of either damaged or obsolete materials or surplus property no longer required for district use.

Approval will authorize staff to dispose of these items as most appropriate and aligned with Administrative Regulation 3270: Sale and Disposal of Books, Equipment, and Supplies.

AUSD LCAP Goals: 4. Ensure that all students have access to basic services.

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): 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: Shariq Khan, Assistant Superintendent of Business Services

ATTACHMENTS:

Description	Upload Date	Type
☐ Resolution No. 2023-2024.02	7/31/2023	Resolution Letter
☐ Exhibit A	8/1/2023	Exhibit

ALAMEDA UNIFIED SCHOOL DISTRICT
Alameda, California
Resolution

August 8, 2023

Resolution No. 2023-2024.02

Authorization to Dispose of Surplus Property

WHEREAS, the state requires a resolution to be adopted by the Board of Education for the property transfer or retirement of used and obsolete equipment used in Maintenance, Operations, and Facilities, Food Services, or Technology as listed in:

Exhibit A - Property Transfer or Retirement Form

AND WHEREAS, the Board of Education desires to change the adopted appropriations,

NOW, THEREFORE, BE IT RESOLVED that the changes be made to the adopted appropriations as per the Exhibit.

PASSED AND ADOPTED by the following vote this 8th day of August, 2023:

AYES: _____ MEMBERS: _____

NOES: _____ MEMBERS: _____

ABSENT: _____ MEMBERS: _____

Heather Little, President
Board of Education
Alameda Unified School District

ATTEST:

By: _____
Pasquale Scuderi, Secretary
Board of Education
Alameda Unified School District

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Resolution No. 2023-2024.03 Adoption of Notice of Exemption Pursuant to California Code of Regulations, Title 14, Section 15302 Relating to Alameda Unified School District's Donald D. Lum School Demolition and Portables Placement Project

Item Type: Consent

Background: At its June 27, 2023 meeting, the Board approved the schematic design for a Measure B-funded project to demolish the former Lum Elementary School in preparation for the construction of a temporary campus. This temporary campus is to be occupied by the students of Wood Middle School and Otis Elementary School during their subsequent campus modernizations. Before proceeding with the project, the District must comply with the California Environmental Quality Act (CEQA). CEQA requires the preparation of environmental impact statements unless one of a number of exemptions apply. District staff, working together with an expert, concluded that the Lum Demolition project falls squarely within a Class 2 Categorical Exemption. Class 2, set out in Section 15302 of the CEQA Guidelines, categorically exempts "replacement of facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced, including replacement of existing schools to provide earthquake resistant structures which do not increase capacity more than 50 percent." Staff concluded that this exemption applies. The Lum Campus was closed due to seismic concerns and the temporary portables campus would replace the existing building on the same site, have the same purpose, and fall well under the 50 percent expansion capacity of the existing campus. The portable classrooms would be placed on recompacted soils to address the seismic-induced liquefaction concerns at the site, per geotechnical recommendations. Once the project is found to be exempt from CEQA, the project is not subject to CEQA's requirements and construction can begin once the work is contracted out. If the Board approves this resolution, staff will file a Notice of Exemption with the county clerk.

AUSD LCAP Goals: 4. Ensure that all students have access to basic services.

Fund Codes: 21 Building – Bond Fund

Fiscal Analysis

Amount (Savings) (Cost): 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:

Shariq Khan, Assistant Superintendent of Business Services

ATTACHMENTS:

Description		Upload Date	Type
☐	Notice of Exemption	7/31/2023	Backup Material
☐	Resolution No. 2023-2024.03	7/31/2023	Resolution Letter

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk

County of: _____

From: (Public Agency): _____

(Address)

Project Title: _____

Project Applicant: _____

Project Location - Specific: _____

Project Location - City: _____ Project Location - County: _____

Description of Nature, Purpose and Beneficiaries of Project: _____

Name of Public Agency Approving Project: _____

Name of Person or Agency Carrying Out Project: _____

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☐ Categorical Exemption. State type and section number: _____
- ☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt: _____

Lead Agency

Contact Person: _____ Area Code/Telephone/Extension: _____

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature: _____ Date: _____ Title: _____

☐ Signed by Lead Agency ☐ Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

ALAMEDA UNIFIED SCHOOL DISTRICT
Alameda, California
Resolution

August 8, 2023

Resolution No. 2023-2024.03

Adoption of Notice of Exemption Pursuant to California Code of Regulations, Title 14, Section 15302 Relating to Alameda Unified School District's Donald D. Lum School Demolition and Portables Placement Project

WHEREAS, the Donald Lum Elementary School campus ("Lum Campus") was closed in 2017 due to seismic concerns related to soil liquefaction and concerns that the existing buildings and structures were not constructed to resist seismic-induced liquefaction that could result in building collapse; and

WHEREAS, the Alameda Unified School District ("District") has developed the Donald D. Lum School Demolition and Portables Placement Project ("Project"), which consists of the demolition of the existing Lum Campus then the construction of a temporary campus on the school site to house Wood Middle School students during the reconstruction of Wood Middle School facilities, and to then house Otis Elementary School students during the reconstruction of the Otis Elementary School facilities; and

WHEREAS, the temporary campus to be constructed at the Lum Campus will be designed to resist known liquefaction risks with the placement of portable classrooms on recompacted soil to address the seismic-induced liquefaction concerns, per geotechnical recommendations; and

WHEREAS, the Lum Campus currently has 29 classrooms, and the replacement temporary campus will have only one additional classroom; and

WHEREAS, the California Environmental Quality Act ("CEQA") requires a lead agency to consider the potential environmental effects of any project and generally require the preparation of an environmental impact report prior to the undertaking of any construction project; and

WHEREAS, despite this general rule, the Guidelines for the CEQA, California Code of Regulations Title 14, Chapter 13 exempt certain projects from further CEQA evaluation, including the replacement or reconstruction of existing schools . . . to provide earthquake resistant structures which do not increase capacity more than 50 percent. (Cal. Code Regs., Tit. 14, §15302(a); and

WHEREAS, the District has considered whether the Project may have a significant effect on the environment; and

WHEREAS, the District has determined that the Project is eligible for the Class 2 Exemption; and

WHEREAS, upon determining that a project is exempt from CEQA, the District is entitled to file a Notice of Exemption with the County Clerk pursuant to California Code of Regulations, Title 14, section 15062; and

WHEREAS, the Notice of Exemption attached hereto as Attachment "A" shall be filed with the Alameda County Clerk and shall be made available for public inspection; and

WHEREAS, the filing of the Notice of Exemption shall start a thirty-five (35) day statute of limitations period on legal challenges to the District’s decision that the Project are exempt from CEQA;

NOW, THEREFORE, the Governing Board of the Alameda Unified School District hereby finds, determines, declares, orders, and resolves as follows:

Section 1. The foregoing recitals are hereby adopted as true and correct

Section 2. The Board has reviewed and analyzed applicable exemptions and determined that the Project is categorically exempt from CEQA pursuant to Cal. Code Regs., Tit. 14, §15302(a).

Section 3. The Board adopts the Notice of Exemption, attached hereto as Attachment “A” and finds that the Project is exempt from CEQA review on the bases stated herein and in the Notice of Exemption.

Section 4. The Superintendent or designee is hereby directed to file the Notice of Exemption, attached hereto as Attachment “A”, with Alameda County Clerk’s Office.

PASSED AND ADOPTED by the following vote this 8th day of August, 2023:

AYES: _____ MEMBERS: _____

NOES: _____ MEMBERS: _____

ABSENT: _____ MEMBERS: _____

Heather Little, President
Board of Education
Alameda Unified School District

ATTEST:

By: _____
Pasquale Scuderi, Secretary
Board of Education
Alameda Unified School District

Notice of Exemption**Appendix E**

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk

County of: _____

From: (Public Agency): _____

(Address)

Project Title: _____

Project Applicant: _____

Project Location - Specific: _____

Project Location - City: _____ Project Location - County: _____

Description of Nature, Purpose and Beneficiaries of Project: _____

Name of Public Agency Approving Project: _____

Name of Person or Agency Carrying Out Project: _____

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☐ Categorical Exemption. State type and section number: _____
- ☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt: _____

Lead Agency _____

Contact Person: _____ Area Code/Telephone/Extension: _____

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature: _____ Date: _____ Title: _____

☐ Signed by Lead Agency ☐ Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Resolution No. 2023-2024.04 Approval of Notice of Completion: ACLC-Nea Perimeter Fencing & Modernization

Item Type: Consent

Background: ACLC-Nea Perimeter Fencing & Modernization, DSA App #01-119358 was completed by contractor Lathrop Construction Associates, Inc. The project was completed on November 8, 2022, per project specifications and a Notice of Completion has been filed with the County of Alameda.

AUSD LCAP Goals: 1. Eliminate barriers to student success and maximize learning time.

Fund Codes: 21 Building – Bond Fund

Fiscal Analysis

Amount (Savings) (Cost): 1,285,977.00.

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, Assistant Superintendent of Business Services

ATTACHMENTS:

Description	Upload Date	Type
❑ Resolution No. 2023-2024.04	7/31/2023	Resolution Letter
❑ Notice of Completion	7/31/2023	Backup Material

ALAMEDA UNIFIED SCHOOL DISTRICT
Alameda, California
Resolution

August 8, 2023

Resolution No. 2023-2024.04

Notice of Completion for ACLC-Nea Perimeter Fencing & Modernization

WHEREAS, the Superintendent or Designee acting under authority granted by the Governing Board by Resolution No. 2023-2024.04 has accepted the Notice of Completion for the ACLC-Nea Perimeter Fencing & Modernization project completed under supervision of Lathrop Construction Associates, Inc. all work approved and budgeted by the Governing Board; and

WHEREAS, the following work was completed:

Contractor	Description of Work	Cost
Lathrop Construction Associates, Inc.	Original Bid	\$ 672,135.00
Change Order #01	Unforeseen conditions	\$ 205,049.00
Soft costs	State fees, Architects, Testing, Surveys, Inspections	\$ 408,793.00
		\$ 1,285,977.00

NOW, THEREFORE, BE IT RESOLVED, that the Governing Board hereby ratifies the Notice of Completion.

PASSED AND ADOPTED by the following vote this 8th day of August, 2023:

AYES: _____ MEMBERS: _____

NOES: _____ MEMBERS: _____

ABSENT: _____ MEMBERS: _____

Heather Little, President
Board of Education
Alameda Unified School District

ATTEST:

By: _____
Pasquale Scuderi, Superintendent
Secretary of the Board of Education
Alameda Unified School District

Recording Requested By:
Robbie Lyng, Senior Director of Construction

When Recorded Mail To:
Alameda USD
2060 Challenger Drive
Alameda, CA 94501

GOVT Code 27383-No Fee

2022193165

12/05/2022 11:39 AM

1 PGS

OFFICIAL RECORDS OF ALAMEDA COUNTY
MELISSA WILK, CLERK-RECORDER
RECORDING FEES: \$0.00



SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

NOTICE OF COMPLETION
Civil Code §§ 8182, 8184, 9204, and 9208

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is the Owner or agent of the Owner of the Project described below.
2. Owner's full name is Alameda Unified School District
3. Owner's address is 2060 Challenger Drive, Alameda CA 94501.
4. The nature of Owner's interest in the Project is:
☒ Fee ownership ☐ Lessee ☐ Other: _____
5. Construction work (the "Project") was performed on Owner's behalf is generally described as follows: ACLC-Nea Perimeter Fencing & Modernization, DSA App #01-119358
6. The name of the original Contractor for the Project is: Lathrop Construction Associates, Inc.
7. The Project was completed on: November 8, 2022
8. The Project is located at: 1900 Third Street, Alameda, CA 94501

Verification:

I, the undersigned, declare under penalty of perjury under the laws of the State of California that I have read this notice, and I know and understand the contents thereof, and that the facts stated therein are true and correct.

AUSD, November 29, 2022
Date and Place


Signature of Person Signing on Behalf of Owner

Robbie Lyng, Sr. Director of Construction
Print Name and Title

NOTICE OF COMPLETION

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Resolution No. 2023-2024.05 Approval of Notice of Completion: Paden Outdoor Garden Classroom

Item Type: Consent

Background: Paden Elementary School – Net Plus Solar Outdoor Learning Center, DSA App #01-119510 was completed by contractor Pacific Metro Electric, Inc. The project was completed on October 1, 2022, per project specifications and a Notice of Completion has been filed with the County of Alameda.

AUSD LCAP Goals: 1. Eliminate barriers to student success and maximize learning time.

Fund Codes: 21 Building – Bond Fund

Fiscal Analysis

Amount (Savings) (Cost): 439,780.00

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, Assistant Superintendent of Business Services

ATTACHMENTS:

Description	Upload Date	Type
❑ Resolution No. 2023-2024.05	7/31/2023	Resolution Letter
❑ NOC Alameda Co.	7/31/2023	Backup Material

ALAMEDA UNIFIED SCHOOL DISTRICT
Alameda, California
Resolution

August 8, 2023

Resolution No. 2023-2024.05

**Notice of Completion for Paden Elementary School –
Net Plus Solar Outdoor Learning Center**

WHEREAS, the Superintendent or Designee acting under authority granted by the Governing Board by Resolution No. 2023-2024.05 has accepted the Notice of Completion for the Paden Elementary School – Net Plus Solar Outdoor Learning Center project completed under supervision of Pacific Metro Electric, Inc. all work approved and budgeted by the Governing Board; and

WHEREAS, the following work was completed:

Contractor	Description of Work	Cost
Pacific Metro Electric, Inc.	Original Bid	\$ 206,109.00
Change order #01	Unforeseen conditions and DSA requirements	\$ 127,900.00
Soft costs	State fees, Architects, Testing, Surveys, Inspections	\$ 105,771.00
		\$ 439,780.00

NOW, THEREFORE, BE IT RESOLVED, that the Governing Board hereby ratifies the Notice of Completion.

PASSED AND ADOPTED by the following vote this 8th day of August, 2023:

AYES: _____ MEMBERS: _____

NOES: _____ MEMBERS: _____

ABSENT: _____ MEMBERS: _____

Heather Little, President
Board of Education
Alameda Unified School District

ATTEST:

By: _____
Pasquale Scuderi, Superintendent
Secretary of the Board of Education
Alameda Unified School District

Recording Requested By:
Robbie Lyng, Sr. Director of Construction

When Recorded Mail To:
Alameda USD
2060 Challenger Drive
Alameda, CA 94501

GOVT Code 27383-No Fee

CONFORMED COPY - has not been compared with Original.

2023007173

01/24/2023 09:45 AM

1 PGS



OFFICIAL RECORDS OF ALAMEDA COUNTY
MELISSA WILK, CLERK-RECORDER
RECORDING FEES: \$0.00

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

NOTICE OF COMPLETION
Civil Code §§ 8182, 8184, 9204, and 9208

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is the Owner or agent of the Owner of the Project described below.
2. Owner's full name is Alameda Unified School District
3. Owner's address is 2060 Challenger Drive, Alameda CA 94501.
4. The nature of Owner's interest in the Project is:
☒ Fee ownership ☐ Lessee ☐ Other: _____
5. Construction work (the "Project") was performed on Owner's behalf is generally described as follows: Paden Elementary School – Net Plus Solar Outdoor Learning Center, DSA App 01-119510
6. The name of the original Contractor for the Project is: Pacific Metro Electric, Inc.
7. The Project was completed on: October 1, 2022
8. The Project is located at: 444 Central Ave., Alameda, CA 94501

Verification:

I, the undersigned, declare under penalty of perjury under the laws of the State of California that I have read this notice, and I know and understand the contents thereof, and that the facts stated therein are true and correct.

1/20/23 Alameda USD
Date and Place


Signature of Person Signing on Behalf of Owner

Robbie Lyng, Sr. Director of Construction
Print Name and Title

NOTICE OF COMPLETION

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Resolution No. 2023-2024.06 Appointing Co-Chairs and Members of the Pupil Disciplinary Hearing Panel(s) for the 2023-24 School Year

Item Type: Consent

Background: This resolution appoints co-chairs and members of the Pupil Disciplinary Hearing Panel for the 2023-24 school year. This group forms an impartial administrative hearing panel for the purpose of imposing suspensions, conducting pupil expulsion hearings, and performing duties prescribed pursuant to Education Code 48918 and in Administrative Bulletin 5144.1. The panel shall be comprised of the following appointees:

Randhir Bains Robert Ithurburn Karen Ringewald
Lynnette Chirrick Jamilah Jones-McLean Melissa Sackett
Katherine Crawford Allison Krasnow Greg Sahakian
Tracy Corbally Tina Lagdamen Sheila SatheWarner
Brian Dodson Jessica Lucio Mark Segado
Bryan Dunn-Ruiz Michael Lee Jessica Siebert
Kai Dwyer Jodi McCarthy Kristin Snyder
Juan Flores (Acting) Tri Nguyen Ben Washofsky
Jaqueline Gerosolimo Robert Picciotto Timothy Zolezzi

AUSD 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.

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): N/A

Recommendation: Approve as submitted.

AUSD Guiding Principle: #1 - All students have the ability to achieve academic and personal success.| #2 - Teachers must challenge and support all students to reach their highest academic and personal potential.| #3 - Administrators must have the knowledge, leadership skills and ability to ensure student 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: Kirsten Zazo, Assistant Superintendent of Educational Services

ATTACHMENTS:

	Description	Upload Date	Type
▣	Resolution 2023-2024.06_Appointing Co-Chairs and Members of the Pupil Disciplinary Hearing Panel for the 2023-24 SY_8.8.23	8/2/2023	Resolution Letter

ALAMEDA UNIFIED SCHOOL DISTRICT
Alameda, California
Resolution

August 8, 2023

Resolution No. 2023-2024.06

**Resolution Appointing Co-Chairs and Members of the
Pupil Disciplinary Hearing Panel for the 2023-24 School Year**

WHEREAS, Education Code Section 48918 gives the governing board the power to impose suspensions and expulsions upon a pupil pursuant to law; and

WHEREAS, pursuant to Education Code Section 48918(d), the governing board established an impartial administrative hearing panel to conduct pupil expulsion hearings and to perform, at minimum, those duties prescribed pursuant to Education Code Section 48918 and in Administrative Bulletin 5144.1, respectively;

NOW, BE IT RESOLVED, that the Governing Board of Alameda Unified School District hereby appoints the following administrators as members and co-chairs of the impartial administrative hearing panel, commonly known as the Pupil Disciplinary Hearing Panel, pursuant to Education Code Section 48918, for school year 2023-2024, effective August 14, 2023:

Randhir Bains
Lynnette Chirrick
Katherine Crawford
Tracy Corbally
Brian Dodson
Bryan Dunn-Ruiz
Kai Dwyer
Juan Flores (Acting)
Jaqueline Gerosolimo

Robert Ithurburn
Jamilah Jones-McLean
Allison Krasnow
Tina Lagdamen
Jessica Lucio
Michael Lee
Jodi McCarthy
Tri Nguyen
Robert Picciotto

Karen Ringewald
Melissa Sackett
Greg Sahakian
Sheila SatheWarner
Mark Segado
Jessica Siebert
Kristin Snyder
Ben Washofsky
Timothy Zolezzi

BE IT FURTHER RESOLVED, that each appointee shall serve in their respective capacity until his or her successor is appointed;

BE IT FURTHER RESOLVED, that all prior appointments are hereby superseded by this action; and

BE IT FURTHER RESOLVED, that one or more divisions of the Panel, composed of three duly appointed certificated members each, shall be convened as the caseload warrants.

PASSED AND ADOPTED by the following votes this 8th day of August, 2023:

AYES:_____MEMBERS:_____

NOES:_____MEMBERS:_____

ABSENT:_____MEMBERS:_____

Heather Little, President
Board of Education
Alameda Unified School District
Alameda County, State of California

ATTEST:

By:_____
Pasquale Scuderi, Secretary
Board of Education
Alameda Unified School District Alameda
County, State of California

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Development of a New Three-Year Local Control and Accountability Plan (LCAP) (20 Mins/Information)

Item Type: Information

Background: The Local Control and Accountability Plan (LCAP) is a three-year plan that describes the goals, actions, services, and expenditures to support positive student outcomes that address state and local priorities. The LCAP provides an opportunity for local educational agencies (LEAs) to share their stories of how, what, and why programs and services are selected to meet their local needs.

AUSD's 2023-24 Local Control and Accountability Plan was approved by the Board on June 27, 2023. This was year three of a three-year plan that began in 2021-22. A new three-year plan needs to be put in place for 2024-25, 2025-26, and 2026-27.

Tonight, staff present the Board of Education with the process for development of this three-year plan and the timeline for engagement and implementation.

AUSD 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.

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): N/A

Recommendation: This item is presented for information only.

AUSD Guiding Principle: #1 - All students have the ability to achieve academic and personal success.| #2 - Teachers must challenge and support all students to reach their highest academic and personal potential.| #3 - Administrators must have the knowledge, leadership skills and ability to ensure student 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.| #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: Kirsten Zazo, Assistant Superintendent of Educational Services

ATTACHMENTS:

	Description	Upload Date	Type
▣	Presentation: Development of a New Three-Year LCAP Plan_8.8.23	8/2/2023	Presentation



DEVELOPMENT OF A NEW THREE-YEAR LOCAL CONTROL AND ACCOUNTABILITY (LCAP) PLAN

AUGUST 8, 2023

Welcome to the LCAP!

2023-24 will be Year 3 of the three-year plan



YEAR 1

2021-22



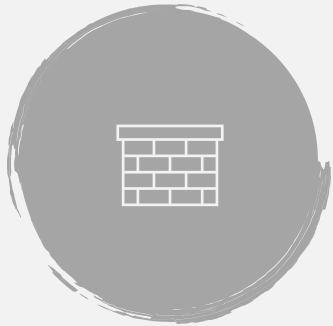
YEAR 2

2022-23



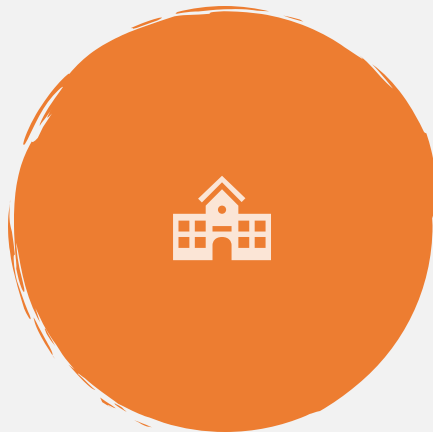
YEAR 3

2023-24



Equity In

A Strong
Foundational
Program for All
Students



Equity In

Systems and
Structures for
Student Support

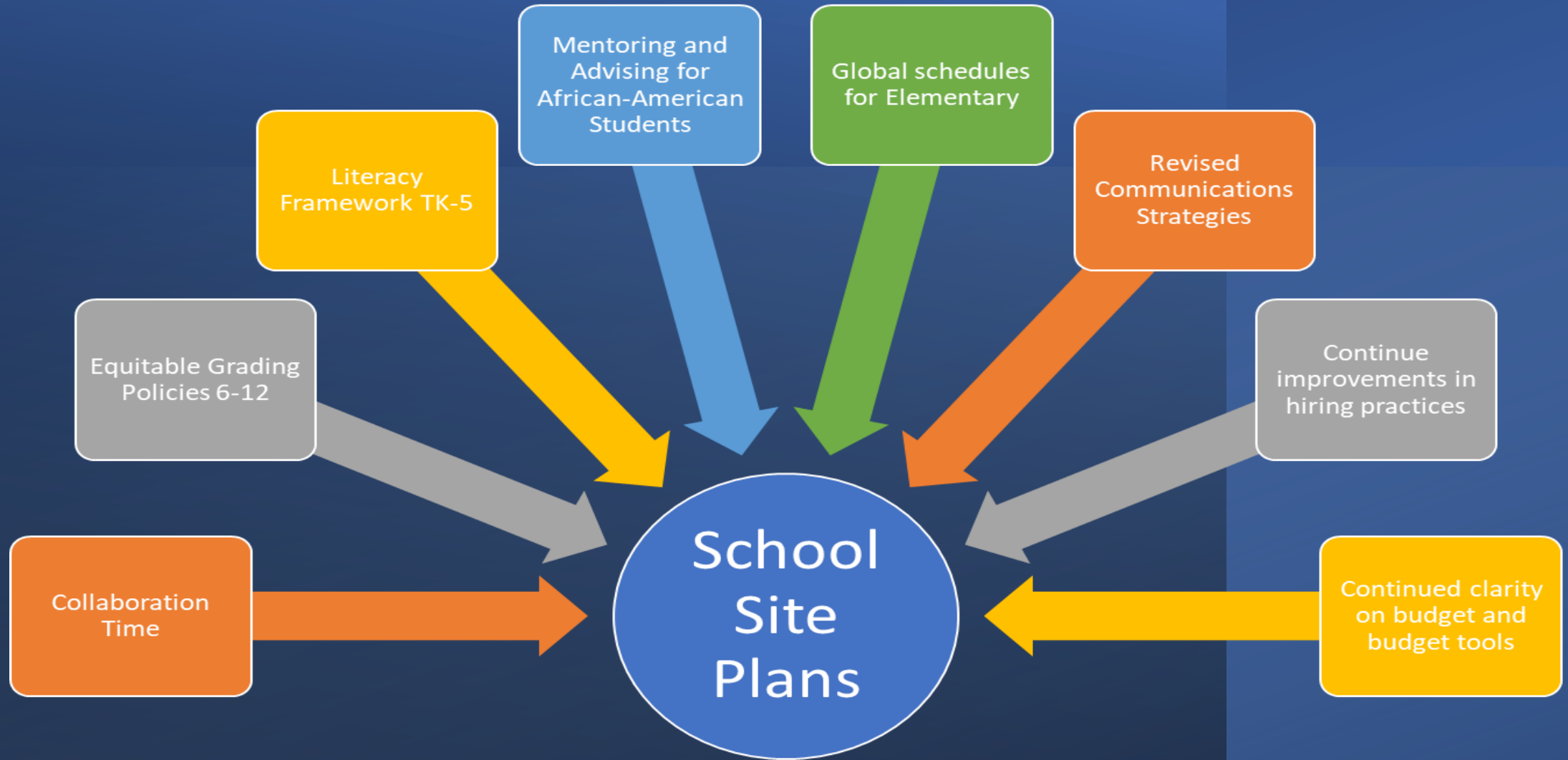


Equity In

Optimize financial and
human resources and
communication
strategies to support
Focal Areas 1 and 2

3 Focal Areas

Equity is a throughline in these focal areas as our foundational program and structures to support students is only as strong as it serves our most historically underserved student groups: African-American students, English learning students, students with IEPs, and foster and homeless youth.

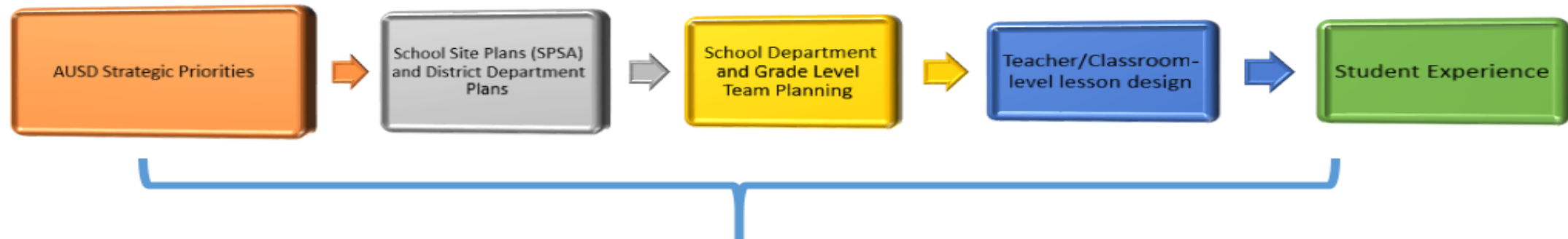


AUSD's Strategic Plan: Focal Areas

Focus Area 1: Foundational Program	Focus Area 2: Systems and Structures for Student Support	Focus Area 3: Resource, Talent Management, and Communications
<p>1.1 Student's daily learning experiences are engaging, utilize multiple ways of learning, and feature lots of student talk</p> <p>1.2 Learning is aligned to and supported by grade-level standards and clear policies</p> <p>1.3 Relationships are built or improved to support learning and supportive environments</p>	<p>2.1 Every school and teacher provides the academic, social/emotional, and culturally responsive support each student needs</p> <p>2.2 Educators have time to collaborate and grow in service of student learning</p> <p>2.3 School teams consistently support equitable student outcomes</p> <p>2.4 School and student schedules create equitable access and learning opportunities</p>	<p>3.1 Finance: provide long-term financial stability necessary to maintain core programming and services</p> <p>3.2 Talent Management: Build a focused and diverse team where all positions are fully staffed with qualified personnel</p> <p>3.3 Communications: Use accurate, transparent, and engaging communications across multiple channels to support AUSD's students, staff, and families.</p>

How All Plans Work Together

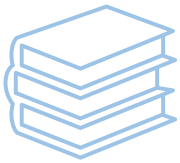
1. Strategic priorities should drive and influence each subsequent level of planning district-wide.
2. Those priorities gain sharper focus and detail the closer they move to the classroom.
3. The LCAP seeks to compile and account the investments, expenditures, and initiatives that support all levels of planning.



Local Control Accountability Plan (LCAP)

State-required, locally drafted plan that describes the goals, actions, services, and expenditures to support student outcomes.

LCAP District-wide Goals



Goal 1
Strategic Plan
Goals 1.1, 1.2



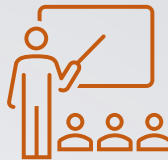
Goal 2
Strategic Plan
Goal 1.3



Goal 3
Strategic Plan
Goal 2.1



Goal 4
Strategic Plan
Goal 2.2



Goal 5
Strategic Plan
Goal 2.3



Goal 6
Strategic Plan
Goals 3.1, 3.2, 3.3

Goal 7 (Ruby Bridges) and **Goal 8** (Students experiencing Homelessness)

LCAP GOAL 1

Strategic Plan Goal 1.1:

Students' daily learning experiences are characterized by engagement, multiple ways of learning, and student discourse.

Strategic Plan Goal 1.2:

Student learning is driven by grade-level standards, and our families, staff, and students are clear about what students are expected to learn and the policies that support learning

LCAP GOAL 1

	Actions	Funding 23-24	What is resourced and what has changed
1.1	Maintain Teaching and Learning department staff to support core curriculum, instruction, and compliance needs within and across school sites. Includes those staff who are funded from non-supplemental and non-restricted resources.	\$925K	2 Directors, .6 Coordinator of Compliance, & 2.5 Clerical support
1.2	Maintain and expand existing Career Technical Education (CTE) programs at comprehensive and continuation high schools. Includes professional development time for teachers, materials/supplies/equipment for program operation, and staff to manage CTE programs districtwide.	\$459K	
1.3	Focal: Funds will provide for an extra day of professional development to the calendar of all 185 employees within the Alameda Education Association (AEA) have been budgeted. Focused topics on improving outcomes for unduplicated count students include grading for equity, literacy framework.	\$335K	One PD day funded by supplemental dollars
1.4	Focal: Instructional Coaches provide aligned and responsive professional development and support to staff in support of district implementation of content standards with a focus on our focal student groups.	\$1M	9FTE
1.5	Professional development and curriculum to support the implementation of Systematic ELD and integrated ELD program.	\$61K	
1.6	Maintain Coordinator of Language and Literacy position to manage implementation of ELD program and coordinate work of instructional coaches.	\$200K	

LCAP GOAL 1

	Actions	Funding 23-24	What is resourced and what has changed
1.7	Focal: Maintain Assessment Services Department to support teachers monitoring student progress through common assessments. Support the evaluation of English Learners annually to determine proficiency and assess readiness to be reclassified as Fluent English Proficient.	\$736K	3 FTE (\$464K), \$95K for services
1.8	Provide credit recovery options for students at secondary schools to improve graduation rates for all students, and especially unduplicated students, via a districtwide license for Cyber High Unlimited and a limited license for Edmentum.	\$63K	Services using A-G Credit Recovery Block Grant
1.9	Provide students sufficient standards-aligned instructional materials to support high-quality teaching and learning. Includes annual replacement and adoption of core textbooks and instructional materials.	\$1.3M	\$375K for textbook adoptions, \$549K for textbook maintenance
1.10	Provide professional development and supplies to support CCSS aligned instruction at grades TK-12. Includes substitute release and hourly time for teachers.	\$420K	Math initiative coaches, grading for equity training, literacy framework, Mills teacher led PLC
1.11	Maintain comprehensive Special Education department resources to provide students with disabilities the necessary range of services. Includes certificated staff, classified staff, instructional materials, transportation, and other services. Supports district efforts to expand co-teaching, learning centers, and overall increase to the access students with disabilities have to the general education curriculum.	\$34M	\$20.7M in payroll (91 FTE teachers, 127 FTE Paraprofessionals, 8.8 FTE Admin) \$14.3 in services
1.12	Maintain and expand instructional technology resources and support for school sites. Includes professional development in Google and other district-supported software, districtwide software licenses. Annual review and modification of districtwide software decisions supported by Instructional Technology Work Groups.	1.9M	

LCAP GOAL 2

LCAP Goal 2: Strategic Plan Goal 1.3:

We focus on building relationships between families, students and staff to ensure schools are supportive, inclusive, and safe environments that maximize learning.

LCAP GOAL 2

	Actions	Funding 23-24	What is resourced and what has changed
2.1	Provide culturally responsive family engagement including interactive workshops, listening sessions, support for parent led DEI Roundtable groups, and community events for various affinity groups.	\$220K	Current break down: FTE .85 Senior Director and materials and supplies
2.2	Maintain Family Involvement and Community Engagement.	\$96K	.5 Family Engagement Coordinator
2.3	Parent/Guardian engagement programs that teach parents/guardians strategies for helping their child(ren) and school(s) succeed and understand the path to college and career readiness.	\$33K	Licenses, contracts, materials, hourly and supplies

LCAP GOAL 3

LCAP Goal 3: Strategic Plan Goal 2.1:

Schools provide the differentiated academic, social-emotional, and culturally responsive support each student requires.

LCAP GOAL 3

	Actions	Funding 23-24	What is resourced and what has changed
3.1	Provide targeted support for unduplicated count students the opportunity to extend their learning beyond the traditional calendar year and the traditional school day. (3.2 moves to 3.1)	\$2,603,948	Summer school, ELOP Funded
3.2	Targeted FTE to support English Learners – FTE allocations for ELD and literacy intervention sections above base allocation, allowing for lowered class sizes and proficiency-based scheduling. Also provides for ELD and sheltered courses for newcomers.	\$393K	3.4 FTE (17 secondary school sections), funded by LCFF Supplemental Grant
3.3	Maintain Teen Parenting (Cal SAFE) program at the continuation high school, provide access to pregnant or parenting teens districtwide. Program also functions as Career Technical Education (CTE) courses available to continuation high school students.	\$139K	1 FTE at Island High School
3.4	Support schools with the highest unduplicated count to provide additional staffing, materials, supplies, professional development, and professional services to support student acceleration with specific focus on our African American Students and unduplicated count students. Supports Assistant principals at RB and Love, mentors at , Encinal, Wood, Ruby Bridges & Maya Lin, Extra dollars for Highest unduplicated count High school, Title one dollars at, Wood, Love, Ruby Bridges and Paden	\$1,752,252	Teacher at Love, .4 teacher at Paden, 3 mentors for AA students, 1 administrator at Love
3.5	Professional learning for staff and additional funding to support students who have traditionally been underserved by the system. (anti bias grant, tutoring support for students)	\$139,149	Teacher hourly for tutoring

LCAP GOAL 4

Strategic Plan Goal 2.2:

Educators have dedicated time to collaborate, learn, and grow in service of student learning.

LCAP GOAL 4

	Actions	Funding 23-24	What is resourced and what has changed
4.1	Professional development to support school teams to align site-level goals to culturally-responsive district priorities and increase teacher capacity to facilitate their own learning. Support teachers and school teams with collaborative inquiry, data analysis, and reflection on practice to promote student learning and refine instruction.	\$275K	PD for collaboration and sub release time 2023 - addition of teacher led stipends from title II and learning recovery and \$75,000 of unrestricted

LCAP GOAL 5

LCAP Goal 5: Strategic Plan Goal 2.3:

School Teams (Instructional Leadership Teams, Coordination of Services Team) consistently ensure equitable outcomes for students.

Strategic Plan Goal 2.4:

Schedules are strategically designed to create access to equitable learning opportunities and prioritize support for students who need it most.

LCAP GOAL 5

	Actions	Funding 23-24	What is resourced and what has changed
5.1	Maintain base allocation of counseling staffing at grades 6-12 to provide academic and socioemotional support, as well as college/career guidance (old 2.1)	\$2.9 M	Counselors & college and career FTE
5.2	Maintain mental and physical health services staffing at school sites and centrally throughout district including Nurses, Health Assistants, Behaviorists, Psychologists and contracted MFT's.	\$5.5M	AFS contract for MFT's, Nurses, Psychologists, Occupational Therapists, School Site Health Assistants
5.3	Focal: School site Intervention Leads provide additional supports at school sites to provide and monitor intervention services for students and lead Coordination of Services Teams (COST).	\$1.3M	10.5 IL's and
5.4	Expand kindergarten program to align with the hours of grades 1-5. (new) In 2023-24 this action is cost neutral but in 2024-25 when kindergarten goes until 2:50 we will need to add specialist teachers to provide preparation time.		Will need to be resourced in 24-25
5.5	Maintain operational Student Services Department to provide direct services to sites including: oversight of attendance, discipline, enrollment, 504 process, and health services and contributing to the leadership of districtwide MTSS implementation.	\$1.1M	5.5 FTE Student Services staff, \$98K for Crossing Guards, \$50K for legal
5.6	Support additional Specialist FTE to allow for elementary school sites to build a student-centered master schedule which allows for common literacy blocks, RTI and math blocks. (new)	145K	Additional specialist FTE

LCAP GOAL 6

LCAP Goal 6: Strategic Plan Goal 3.1: Finance:

Provide the long-term financial stability necessary to maintain core programming.

Strategic Plan Goal 3.2: Talent Management:

Build a focused and diverse team where all positions are fully staffed with qualified personnel.

Strategic Plan Goal 3.3: Communications:

Use accurate, transparent, and engaging communications across multiple channels to support AUSD' students, staff, and families.

LCAP GOAL 6

	Actions	Funding 23-24	What is resourced and what has changed
6.1	Maintain Human Resource Department to support the recruitment and retention of high quality staff across all job types. Includes provision to new teachers of a high-quality induction program and to continuing teachers high-quality opportunities for structured peer coaching through the evaluation process. Includes budget for substitutes.	\$5.5M	HR staffing, Teachers to support BTSA/PAR, budget for substitute employees and employees on leave
6.2	Base discretionary funding to all sites allocated on a per pupil basis. Provides for basic materials and services including classroom supplies, site operating costs, and site-directed professional development.	\$658K	
6.3	Maintain school facilities in good repair to provide a safe learning environment through standard Maintenance Operations and Facilities (MOF) department budget. (Does not include specialized facilities funds such as the recently passed Facilities Bond.)	\$15M	Custodians, Maintenance Trades, MOF Office Staff
6.4	Maintain a highly-qualified and appropriately assigned teaching workforce that is representative of the community we serve.	\$46M	teachers for classroom staffing
6.5	Maintain technology services department to provide support and training in key district activities. Department supports range of hardware and software needs within and across school sites.	\$1.6M	Technology staff
6.6	Provide basic support services to students, families, and staff through staffing of front office staff (Administration, Office Managers, Site Secretaries, Attendance Clerks, Noon Supervisors, etc.).	\$9.3M	School Site Office Staff
6.7	Maintain core district departments providing basic services to all schools. Includes Business, Fiscal Services, Communications, Legal Services, and Superintendent's Office.	\$7M	Staff

LCAP GOAL 7

- Increase the academic performance of Black/AA students in the areas of ELA and math by improving the quality of Tier 1 instruction and increasing Tier 2-3 interventions through direct services to students.
- In 2022-23, 62% of students overall at Ruby Bridges experienced typical or high growth and 60% of Black/AA students experienced typical or high growth compared to the overall district in which 68% of students in 1-5 experienced good or typical growth in Reading.
- In math, 55% of students overall at Ruby Bridges experienced typical or high growth and 57% of Black/AA students experienced typical or high growth compared to the overall district in which 61% of students in 1-5 experienced good or typical growth.
- By June 2024, 75% of students will have typical or high growth in the areas of reading and math as measured by the STAR SGP report.

LCAP GOAL 7

	Actions	Funding 23-24
7.1	Literacy Instruction, Intervention Support and Coaching: Ruby will now have 2 instructional coaches focused on reading and ELA. Coaches will provide direct services to students through T1 and T2 interventions. Coaches will affect site-level improvement through coaching and supporting teachers through cycles of inquiry and collaboration.	\$238K
7.2	Implementation of the High-Reliability Schools Framework-Level 1 Safe, Supportive, and Collaborative Culture. Ruby Bridges staff, and specifically the leadership team, will receive training and coaching in level 1 of Robert Marzano's High-Reliability Schools Framework. Outcomes for student progress will improve through "a safe and supportive school that maximizes collaboration for the enhancement of student learning".	\$20K
7.3	AVID Elementary professional development for 5th-grade teachers. As a result of ongoing professional development, 5th-grade students will have increased access to increased rigor in the areas of writing, inquiry, collaboration, and executive functioning. Teachers will foster a culture of college and career readiness.	\$9K
7.4	. 6 FTE Instructional Coach to focus on math and integrated learning through STEAM. Ruby will now have .6 FTE to focus on math with an emphasis on supporting teachers in the implementation of 21st Century Learning Skills and integrated learning with a focus on math and science through STEAM. There will be increased student access through higher levels of engagement, increased attendance, and opportunities for student critical thinking, collaboration, and hands-on learning.	\$141K

LCAP GOAL 8

- Increase access to school by improving the chronic absenteeism rate of our unhoused students from 56% to 41% by June of 2024.

LCAP GOAL 8

	Actions	Funding 23-24	What is resourced and what has changed
8.1	Case Management and Support: As part of the creation of the Wellness Resources and Partnership (WRaP) team we will add an additional position to case manage and support our unhoused youth.	\$91,314	1 case manager
8.2	Materials for Foster/Homeless Families: Maintain support for materials for foster/homeless families to obtain information, school materials, and access resources throughout the district.	\$2,129	Bus passes

LCFF Supplementary

Program	Amount	FTE
Site Instructional and Intervention TSA's	\$ 1,880,648	15.60
Equity & Inclusion	637,992	3.85
Indirect Cost Transfer	404,339	
EL Sections	393,301	3.40
Set-Aside till Confirmation of Revenue	375,067	
Mental Health Services (AFS)	340,000	
Professional Development Day (186th Day)	334,793	
Additional Administrative Support Ruby & Love	340,699	2.00
Discretionary Funds for Schools	312,558	
Additional Support Paden, Ruby, & Love	299,609	2.60
Data Research Dept	242,763	1.00
Math Initiative	237,828	2.00
EL Professional Development	204,821	1.00
Teen Parenting Program at Island High	138,990	
In Lieu of Title I at Encinal Jr/Sr	127,840	1.40
Parent Involvement Coordinator	95,752	0.50
School Smart	33,000	
Total	\$ 6,400,000	33.35

Covid Relief Funds

Program	Amount	Notes
Counselors at Wood, Lincoln, and Alameda High	\$ 336,951	Transfer to LRBG starting 2024-25 through 2026-27*
HVAC Supplies and upgrades	316,308	Trasnfer to Routine Maintenance starting 2024-25
Expanded Mental Health Contract with AFS	300,000	Funds expire at the end of 2024-25
Program Manager	171,466	Close position at the end of 2023-24
TSA -Learning Loss	125,945	Close position at the end of 2023-24
Digital Communication Specialist	90,000	Close position at the end of 2024-25
Indirect Cost Transfer	51,283	
Stipends for Elementary Math Leads	30,000	Expires in 2027-28
Total	\$ 1,421,953	-

*BOE approved until 2026-27, however we may have to close it at the end of 2025-26 as LRBG funds have been reduced in the 2023-24 State budget.

Engagement

The Board's LCAP Series	Engagement
<ul style="list-style-type: none">• August 9, 2022: LCAP Series #1• September 13, 2022: LCAP Series #2• September 29, 2022: LCAP Series #3• October 11, 2022: LCAP Series #4• October 25, 2022: LCAP Series #5• November 8, 2022: LCAP Series #6• December 13, 2022: LCAP Series #7• January 10, 2023: LCAP Series #8• January 24, 2023: LCAP Series #9• February 14, 2023: LCAP Series #10	<ul style="list-style-type: none">• Community Advisory Committee• Academic Committee• AUSD Ed Tech• DELAC• Diversity Equity and Inclusion• Communities of Practice – Discipline Task Force, Mental Health, Kindergarten, Grading for Equity, Literacy Framework, Math Task Force, Principals, Assistant Principals, Coaches, Intervention Leads & TK• Instructor-led Training (ILT)• Bond Committee• Measure A and B1 Committee• Student Focus Groups• LCAP survey• Community Roundtables and Parent Support Groups <p>(Muslim Roundtable has formed and our Jewish Roundtable is active again)</p>

Engagement, cont...

Families	Students	Teachers
<ol style="list-style-type: none"> 1. Explore ways to increase funding for interventions and extra supports for students who need it most 2. Continue to eliminate instances of 'pull-out' model to provide support to EL learners or learners with an IEP Support teachers in posting assignments and communicating proactively when students are struggling so parents can support Explore options to increase access to extended day programs and summer school Implement a TK and kindergarten schedule that is family friendly and support increased instructional opportunities for our youngest learners Offer more time for teachers to plan and work together 7. Make intervention services and support services more transparent at each school site Continue to ensure all English Learners are receiving appropriate designated ELD Increase the time that Special Education and General Education teachers have, to collaborate 10. Reexamine how reading instruction is delivered in the primary grades and align to the Science of reading Diversify staff to reflect the student population 12. A clear process for engagement and communication when a decision may be made that could effect changes in funding for school programming 13. Include special education specific actions and metrics in the LCAP plan 	<ol style="list-style-type: none"> Support teachers to create more engaging lessons - project based/hands on learning 2. Support teachers in creating lessons that rely less on lecture and more on students' problem solving with each other and discussing content 3. Give less homework and busy work 4. Provide students with more information on multiple pathways after high school not just 4-year college 5. Provide students with more classes such as trade classes or life skill classes that prepare them for the real world Provide time in the school day to check in with teachers, set goals, and build community Hire more staff that reflects the diversity of students in our school district 8. Support teachers in posting assignments, creating rubrics so students know what is expected of them and give time to make up and revise work 	<ol style="list-style-type: none"> 1. Explore ways to give teachers time during the school day to work and plan together PD/guidance to teachers on what Tier 1 and Tier 2 look like in the classroom Provide teachers support for student engagement, classroom management and relationship building Support for teachers to define foundational skills across disciplines, including support for advanced and struggling learners Need for more clarity on what differentiated instruction looks like, as supported by PD Need for alignment (vertically and horizontally) aligned to content standards 7. Support to implement common assessments and approach to grading 8. Need for onboarding and ongoing training for new teachers 9. Support attracting and retaining staff, especially those who reflect the diversity of our community

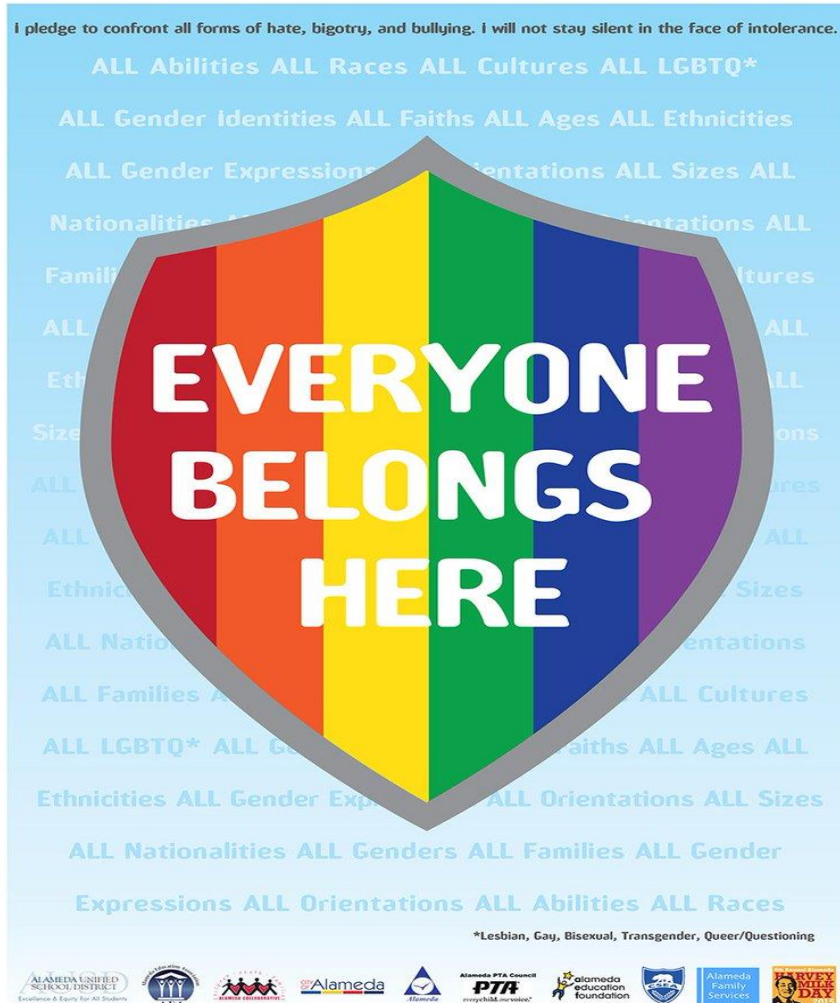
How did Engagement Influence the LCAP

Actions

- Implement a full day kindergarten schedule. (Family feedback: 5 and 10)
- Develop and implement common schedules to support universal collaboration and access to foundational instruction. (Student feedback: 1, 2 & 6, Teacher feedback: 1, 4, 6 & 7 and Family feedback: 2, 6, 7, 8 & 9)
- Provide mentors and advisors for our African American students. (Student feedback: 4, Teacher feedback: 4 and Family feedback: 1 & 3)
- Revise AUSD's grading policies and practices. (Student feedback: 8, Teacher feedback: 4, 6 & 7 and Family feedback: 3 & 7)
- Develop a common, engaging, and rigorous literacy framework for all elementary students. (Teacher Feedback: 2, 3, 4, 5, 6, 7 & 8 and Family feedback: 1, 2, 3, 5 & 10)
- Provide employee salaries that allow us to retain and attract the absolute best educators possible and remain competitive with rising salaries in other districts in Alameda County. (Student Feedback: 7, Teacher Feedback: 10 and Family feedback: 11)

In addition to the above, as we write a new LCAP three-year plan, we will work towards implementing specific actions under the strategic planning goals that support the implementation of actions in the special education strategic plan.

Community Advisory Purpose



Create a space to connect parent leaders, teachers, site administrators and district staff in order to advise of ways to strengthen programming to support:

- Diversity, Equity, and Inclusion.
- Student wellbeing
- Academic success

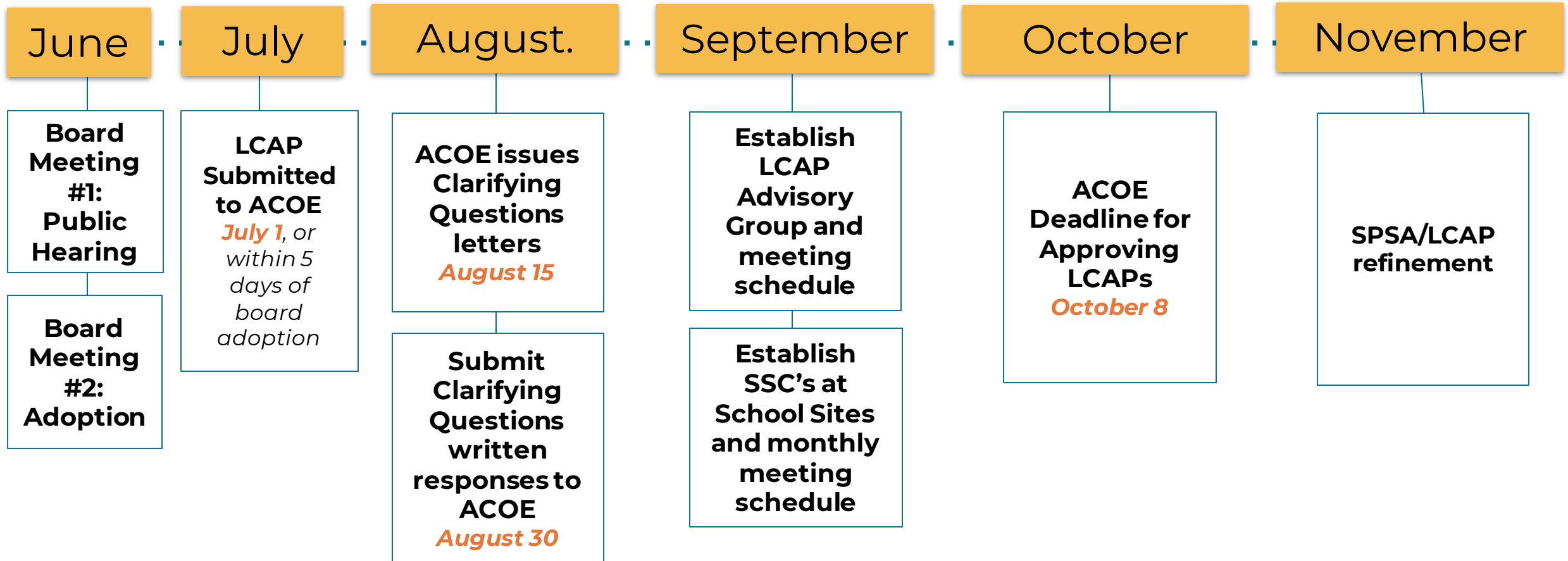
Community Advisory Role



Provide input as a representative group of stakeholders to inform the District's goals, actions, and services as articulated in districtwide plans such as the Strategic Plan, and the Local Control Accountability Plan (LCAP).

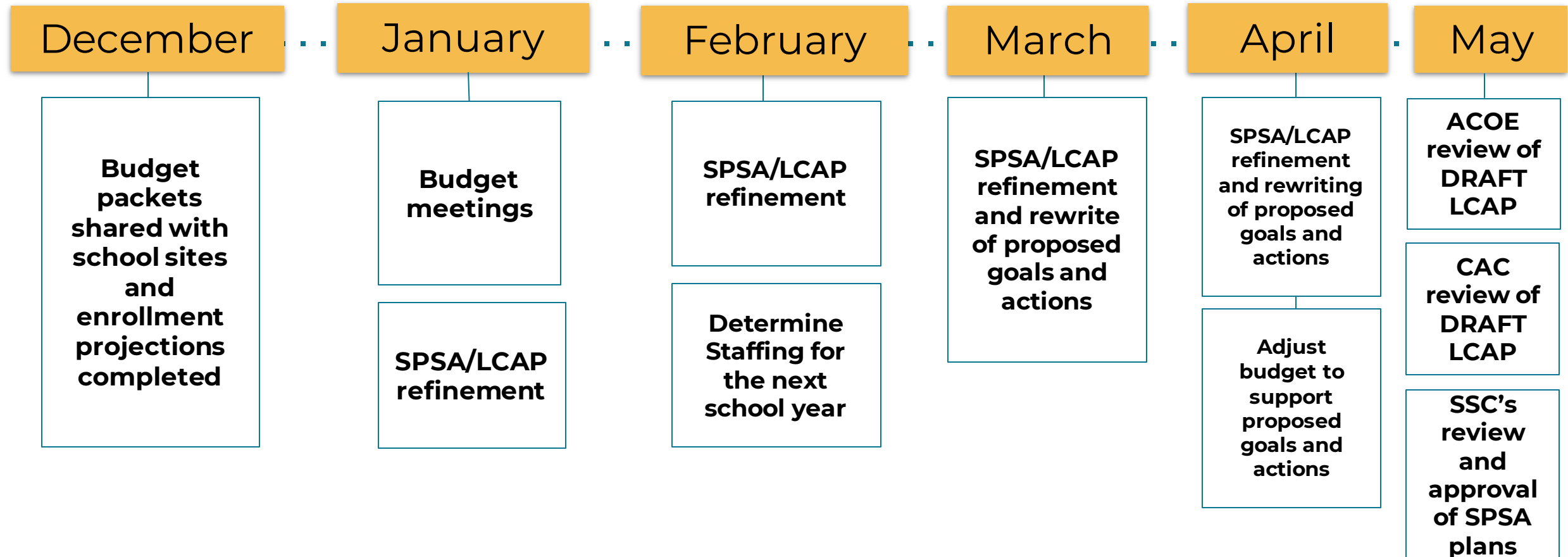
2023-24 LCAP: Statutory Deadlines

HIGH-LEVEL OVERVIEW



2023-24 LCAP: Statutory Deadlines

HIGH-LEVEL OVERVIEW



BOARD DISCUSSION

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ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Consideration and Approval of Amendment to the Superintendent's Employment Agreement (5 Mins/Action)

Item Type: Action

Background: The Board is voting on an amendment to the Superintendent's employment contract. The proposed contract amendment is attached to this item.

AUSD LCAP Goals:

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost):

Recommendation: Other
Board decision

AUSD Guiding Principle: #3 - Administrators must have the knowledge, leadership skills and ability to ensure student success.| #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:

ATTACHMENTS:

Description	Upload Date	Type
❏ PS Contract Amendment	8/3/2023	Backup Material

**THIRD AMENDMENT TO EMPLOYMENT AGREEMENT
FOR SUPERINTENDENT SERVICES BETWEEN
ALAMEDA UNIFIED SCHOOL DISTRICT AND PASQUALE SCUDERI.**

This Amendment ("Third Amendment") is made by and between the Governing Board of the Alameda Unified School District, a public school district of the State of California ("District"), and Pasquale Scuderi, an individual (referred to as "Superintendent") (collectively, the "Parties"). It modifies the Employment Agreement (the "Agreement"), dated September 22, 2020, currently in force between the Parties and is further to two prior Amendments executed on or around September 2021 ("First Amendment") and October 2022 ("Second Amendment").

The Parties agree as follows:

1. 1 year extension – Pursuant to Section 2 of the Agreement (as amended by the Second Amendment), the Governing Board hereby elects to extend the Agreement for an additional 12 months. The Agreement shall expire on June 30, 2027.

Consistent with section 15 of the Agreement, the Parties also agree to amend the Agreement as follows:

2. Section 11 shall be amended as follows:

B. The Board may elect, by a supermajority of four members, to terminate the Agreement prior to its expiration without cause upon advance written notice of at least 180 days to the Superintendent. In such an event and in acknowledgement of the difficulty or impossibility of calculating damages to the Superintendent as a result of such termination, the parties agree that in the event of the Superintendent's termination other than for cause (as set forth in paragraph C below), the liquidated amount of damages owed by the Board shall be the base salary, as set forth in Section 7 above, remaining to be paid during the full term of this Agreement, up to a maximum of twelve (12) months, as agreed to by the Parties. No additional sick leave shall accumulate after the date of termination. The salary payment of the severance package shall be paid within thirty (30) days from the date of termination, or as soon thereafter as practicable. In the event Superintendent agrees to be reassigned to another position in the District upon termination of this Agreement, the above liquidated severance package shall be offset by Superintendent's salary in the new position. The parties agree that this provision, and subdivision (B), below, meet the requirements governing maximum cash settlements as set forth in Government Code sections 53260, et seq.

C. In the event of a termination without cause, the Superintendent shall continue to receive health and welfare benefits (medical only) for the full remaining term of this Agreement up to a maximum of twelve (12) months, as determined by the Parties. No other fringe benefits of any kind shall be earned, accrued, or paid after the date of termination.

D. The Governing Board may elect to terminate this Agreement for cause at any time. For the purposes of this Agreement, cause shall exist if Superintendent: (1) acts in bad faith to the detriment of the District; (2) refuses or fails to act in accordance with a specific provision of this Agreement or direction or order of a majority of the Board; (3) exhibits misconduct or dishonesty in regard to their employment; (4) is convicted of a

crime involving dishonesty, breach of trust, or physical or emotional harm to any person; (5) is unable to perform any of the essential functions of their position; or (6) fails to receive a satisfactory or better rating by a majority of Board members in any annual formal Board evaluation. No termination for cause based on unsatisfactory performance shall be pursued unless the Board has issued a “less than satisfactory” evaluation in accordance with Paragraph 6, provided an improvement plan, and allowed six (6) months for Superintendent to improve his performance to a “satisfactory” rating as determined by the Board. The existence of the aforementioned cause shall constitute a material breach of this Agreement and shall extinguish all rights and duties hereunder. In the event such cause exists, the Governing Board shall give the Superintendent (a) written notice of the proposed action and the reasons therefor; (b) a reasonably detailed account of the charges and the materials upon which the proposed action is based; (c) notice of the right to respond orally or in writing to the Board; and (d) the right to a meeting with the Board. Written notice shall be provided at least 60 days in advance of any action to terminate this Agreement for cause, except that such notice shall not be required to suspend without pay or terminate for immoral or egregious conduct or where otherwise required by law. Any request for a meeting shall be filed by the Superintendent with the Board President within ten (10) days after service of the notice of proposed action. The meeting, if requested, shall be held in closed session at the next regular or special Board meeting, and in no event more than thirty-five (35) days after service of the notice of proposed action. The Superintendent and the Board shall each have the right to be represented by counsel at their own expense. The Superintendent shall have a reasonable opportunity to respond to all matters raised in the charges. The meeting shall be conducted by the Board and shall not be an evidentiary hearing and neither party shall have the opportunity to call witnesses. After the meeting, the Board shall issue a decision in the form of a resolution either rescinding or confirming the charges and specifying the action to be taken. The Superintendent shall be notified in writing within five (5) days of the decision. The decision of the Board shall be final. The Superintendent’s meeting with the Board shall be deemed to satisfy the Superintendent’s entitlement to due process of law and shall be the Superintendent’s exclusive right to any conference or hearing otherwise required by law. The Superintendent waives any other rights that may be applicable to this termination for cause proceeding with the understanding that completion of this hearing exhausts the Superintendent’s administrative remedies.

~~D-E.~~ The District and Superintendent agree that the payment provided under Section 11.B of this Agreement shall constitute the exclusive and sole remedy of any kind for any termination of their employment without cause under Section 11.B and the Superintendent agrees and covenants not to assert or pursue any other remedies of any kind, whether they be administrative, at law or in equity, with respect to any termination of their employment without cause under Section 11.B. Specifically, upon acceptance of payment under Section 11.B, the Superintendent agrees to waive and release the District from any claims and/or causes of action against the District or Board in any way related to their employment by the Board, including but not limited to claims or actions under this Agreement.

~~E-F.~~ Upon written evaluation by a licensed physician designated by the Board indicating the inability of the Superintendent to perform any of the essential functions of the position, with or without reasonable accommodation, this Agreement may be terminated by the Board upon written notice to the Superintendent and after providing a reasonable opportunity to respond. The Board may, in its sole discretion, allow the Superintendent to continue in employment until expiration of current and accumulated sick leave and differential leave, but upon receipt of the written evaluation specified above, may immediately assign another employee the duties of Superintendent.

Except as expressly provided above, the Agreement is unchanged and is incorporated by reference into this Amendment. This Amendment to the Employment Agreement constitutes the entire understanding and agreement between the Parties. All understandings, agreements, covenants, representations and warranties, express or implied, oral or written between are contained and merged herein. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by or between the Parties concerning the subject matter hereof. This is an integrated agreement. It may not be altered, modified or otherwise changed in any respect except in a writing signed by each party.

This Amendment shall be effective upon execution by Superintendent and the President of the Board of Education following approval by a majority of the Board at a lawfully noticed regular meeting.

ACCEPTED AND AGREED:

Pasquale Scuderi

Date

On behalf of the Alameda Unified School District:

Heather Little, President

Date