

BOARD OF EDUCATION AGENDA

SPECIAL MEETING
July 30, 2024 - 11:00 AM

Ballena Conference Room

Niel Tam Educational Center 2060 Challenger Drive Alameda, CA 94501

Adjournment 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 337-7101 as soon as possible 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. The public may comment on each item listed as the item is taken up. The Board reserves the right to limit public comment on agenda 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.

A. CALL TO ORDER

1. Call to Order - 11:00 AM - Ballena Conference Room(s) - Introduction of Board Members and Staff
2. Pledge of Allegiance - Board of Education President Jennifer Williams will lead the Pledge of Allegiance

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order of business including, but not limited to, an announcement that an agenda item will be considered out of order, withdrawn, postponed, or rescheduled.**

C. APPROVAL OF MINUTES

1. Minutes from the May 14, 2024 Board of Education Meeting will be considered (5 Mins/Action)

D. ADOPTION OF THE CONSENT CALENDAR

1. Approval of Facilities Bond Measure I and Measure B Contracts (Standing Item)

E. BUSINESS – **Informational reports and action items are presented under this section.**

1. Using Constructive and Supportive Language with Community, Students, and Families (120 Mins/Information)

F. ADJOURNMENT

ALAMEDA UNIFIED SCHOOL DISTRICT
SPECIAL AGENDA ITEM

Item Title: Minutes from the May 14, 2024 Board of Education 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 14, 2024 Regular Board Meeting

AUSD LCAP Goals:

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 14, 2024	7/26/2024	Backup Material

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:
Prior to Closed Session, the parent of a student addressed the Board in regard to a Uniform Complaint.

2. Adjourn to Closed Session - 5:30 PM
Board of Education Members present: Board President Jennifer Williams, Board Vice President Gary K. Lym, Board Clerk Ryan LaLonde, Board Trustee Heather Little, and Board Trustee Margie Sherratt.

Staff present for Closed Session: Superintendent Pasquale Scuderi, Assistant Superintendent, Human Resources, Timothy Erwin; Assistant Superintendent, Business Services Shariq Khan

Items discussed in Closed Session:

Request to Hear Appeal of Uniform Complaint Against Employee (Govt. Code, §54957, subd. (b) (1)): (1 Appeal Request):

- 1) Uniform Complaint #24-0013

Public Employee Performance Evaluation - (Govt. Code, §54957, subd. (b)(1)):

- 1) Superintendent

3. Reconvene to Public Session - 6:30PM
Board President Williams reconvened the meeting at 6:35PM.

4. Call to Order - Pledge of Allegiance
Board of Education President Jennifer Williams led the Pledge of Allegiance.

5. Introduction of Board Members and Staff:
Board of Education Members present: Board President Jennifer Williams, Board Vice President Gary K. Lym, Board Clerk Ryan LaLonde, Board Trustee Heather Little, and Board Trustee Margie Sherratt.

Student Board Members present: Talia Kotovsky (Alameda High) Mirabelle Kruger (Encinal High) and Lianna Lau (ASTI).

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

6. Closed Session Action Report:
During Closed Session the Board voted 5 - 0 to decline to hear Uniform Complain #24-0013.

B. MODIFICATION(S) OF THE AGENDA:

There were no modifications to the agenda.

C. APPROVAL OF MINUTES

The minutes from the November 3rd Special Board of Education meeting, and the November 14th Regular Board of Education meeting were considered for approval.

Motion to approve the minutes from the February 27th and March 12th Board of Education meetings.

MOTION: Member Little

SECONDED: Member Lym

STUDENT BOARD MEMBER VOTES

AYES: Members Kotovsky, Lau, and Kruger

NOES:

ABSENT:

BOARD MEMBER VOTES

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

NOES:

ABSENT:

MOTION APPROVED

D. COMMUNICATIONS

1. Public Comments on Non-Agenda Items:
Caroline Brossard, parent of AUSD student: Ms. Brossard announced the next Alameda Mosaic meeting is on May 15th and the next North Region SELPA meeting will be on May 20th.
2. Written Correspondence:
The Board did not receive any written correspondence related to this agenda.
3. Report from Employee Organizations:
Amy Keegan, president, CSEA 27: Ms. Keegan thanked Assistant Superintendent of Human Resources, Tim Erwin and Director of Classified Personnel, Humera Khalil, for their help in recent negotiations. Ms. Keegan

also announced winners of the CSEA-27 scholarship and reminded the audience that next week is Classified School Employee Week.

Marth Zenk, president, Alameda Education Association (AEA): Ms. Zenk expressed gratitude for the collaborative process around ratifying a new contract and notes that AEA may be supporting SB 252, which calls for divestment from fossil fuels in the state's pension fund.

4. Report from PTA Council:

Gabriela Badilla, president, PTA Council: Ms. Badilla announced that the PTA Council is still looking for candidates for next year's officer positions on. Ms. Badilla also expressed gratitude for this year's progress on schedules, and grading for equity. Ms. Badilla asked district leadership for more opportunities for family engagement.

5. Superintendent's Report:

Superintendent Pasquale Scuderi: Superintendent Scuderi thanked Alameda High School and the Alameda Adult School for welcoming him for visits over the last two weeks. Superintendent Scuderi announced AUSD is currently reviewing and re-defining the district's family engagement plans.

6. Student Board Members' Report:

Lianna Lau (ASTI): Student Board Member Lau announced the ASTI Prom was held last weekend and it was a fantastic night for everyone. Student Board Member Lau gave the audience information on ASTI's last School Site Council and PTA meetings of the year.

Mirabelle Kruger (Encinal High School): Student Board Member Kruger announced Encinal High recently held their College and Career Day where students wore clothes representing the college or career they were headed into after graduation. Student Board Member Kruger also announced that next week is Unity Week at the school.

Talia Kotovsky (Alameda High School): Student Board Member Kotovsky announced Alameda High recently held their "Bump Up Day" where students wore clothes representing the college or grade level they are headed to next year. Student Board Member Kotovsky also announced that next week is Mental Health Awareness Week.

E. ADOPTION OF THE CONSENT CALENDAR

1. Certificated Personnel Actions
2. Classified Personnel Actions
3. Approval and Acceptance of Donations
4. Approval for Alameda Unified School District to Support Zum Services, Inc. Application to the Environmental Protection Agency 2023 Clean School Bus Rebates Program
5. Approval of Bill Warrants and Payroll Registers
6. Approval of CSBA Recommended Updates to Board Policies

7. Approval of English Language Learner (ELL) Curriculum
8. Approval of Facilities Bond Measure I and Measure B Contracts (Standing Item)
9. Approval of Individual Service Agreements (ISAs) with Non-Public Schools and Non-Public Agencies
10. Approval of Project Award of AUSD Warehouse at Singleton Project Pursuant to Request for Proposal Dated March 29, 2024
11. Approval of Revisions to Board Policy and Administrative Regulations: BP/AR 3515.2 Disruptions and BP/AR 1250 Visitors and Outsiders
12. Proclamation: Harvey Milk Day - May 22, 2024
13. Ratification of Contracts Executed Pursuant to Board Policy 3300
14. Resolution No. 2023-2024.63 Approval of Budget Transfers, Increases, Decreases

Motion to adopt the Consent Calendar.

MOTION: Member Little

SECONDED: Member Sherratt

STUDENT BOARD MEMBER VOTES

AYES: Members Kotovsky, Lau, and Kruger

NOES:

ABSENT:

BOARD MEMBER VOTES

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

NOES:

ABSENT:

MOTION APPROVED

F. GENERAL BUSINESS

1. Staff Recommendation for High School Math Curriculum Adoption: CPM Integrated Math
 Tonight, Vernon Walton, Ed.D, Director of Secondary Education, Lise Needham, Teacher on Special Assignment, and Lori MacDonald, math teacher at Encinal Jr. & Sr. High School gave the Board information on a new integrated secondary math curriculum developed by the non-profit College Preparatory Math (CPM). CPM's three pillars are collaborative learning, problem-based learning, and mixed-space practice.

Previous to tonight's recommendation, on April 16th staff presented an update to Superintendent's Scuderi's presentation from February 27th. The presentation included:

- Goals and Vision for the AUSD Math program grades 8-12
- Developments in Math with a brief history of Math pre and post COVID

- Current Math performance and student voice through student survey
- Next steps to introducing new Integrated Math pathway for accessing higher level math courses

Staff shared their recommendation for a new Integrated High School Math Curriculum and asked the Board for their feedback on the curriculum selected.

Next, staff will seek the Board's approval for adoption of this curriculum on May 28th.

2. 2024-2025: Budget Adoption Process - Budget Assumptions, Site Discretionary Funds, Categorical Programs, and Parcel Taxes

Shariq Khan, Assistant Superintendent of Business Services provided the Board detailed information on the proposed 2024-2025 budget assumptions, site staffing allocations, site discretionary funding allocations, Categorical Programs, and local Parcel Tax revenues and expenditures.

Budget assumptions are used by the district to calculate revenue for the upcoming budget. Some of these factors are provided by the State, such as cost of living adjustment (COLA) or pension rates, while others are projected by the district, such as enrollment and average daily attendance.

Mr. Khan's presentation also included detail standard staffing allocations and discretionary funding allocations for all schools, and cover various categorical funds estimated to be received by the district. These 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 are accounted for in their Single Plan for Student Achievement.

The presentation also provided details on the integral funding source provided through the district's parcel taxes, including the utilization of parcel tax funds and their impact on the district's overall budget.

On June 11th, a public hearing on the comprehensive budget proposal will be held at the Board of Education meeting. The 2024-2025 Budget will be presented to the Board for adoption at their June 25th meeting.

3. Discretionary Block Grant Expenditure Plan

Shariq Khan, Assistant Superintendent of Business Services provided the Board detailed information on the Discretionary Block Grant. AUSD's allocation for the Discretionary Block Grant is \$5,331,259:

- Discretionary block grant is part of funds set aside for bargaining unit agreements approved on April 16, 2024
- Funds must be spent by June 30, 2026
- Usage of these funds is determined by the local governing board and can be used for a wide range of expenditures including, but not limited to, operational costs of the district.

- The governing board of each school district receiving funds shall review and approve a plan for the expenditure of funds received at a regularly scheduled public meeting.

Motion to approve Discretionary Block Grant Expenditure Plan.

MOTION: Member Lym

SECONDED: Member Sherratt

STUDENT BOARD MEMBER VOTES

AYES: Members Kotovsky, Lau, and Kruger

NOES:

ABSENT:

BOARD MEMBER VOTES

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

NOES:

ABSENT:

MOTION APPROVED

4. Resolution No. 2023-2024.64 Granting of Easement to the City of Alameda (WMS)

The Measure B Bond project list includes the rebuilding of Wood Middle School at 420 Grand Street. The approved school design includes a new school drop-off and parking area, thus requiring construction of a new road on Assessors Parcel Number 074-1250-001-2. Portions of the new road fall on property owned by both Alameda Unified School District ("District") and the City of Alameda ("City").

The City is seeking a perpetual permanent easement and right of way on the West Segment owned by the District for the purpose of public and vehicular access on the new road and parking area.

The District is in return seeking a perpetual permanent easement to accommodate for the construction and future use of the new road and parking area.

The City Council has consented to, approved, and authorized these easements through Ordinance No. 3359.

Education Code requires a two-step process for granting easements. Step one is the approval of the attached Resolution 2023-2024.59 Declaration of Intent to Grant an Easement to the City of Alameda.

The community will be advised of the Board's intent to grant the easement through a published notice.

Public Hearing Opened: 8:03PM

No Comments

Public Hearing Closed: 8:04PM

5. Approval of Deed Acquiring Land from the City of Alameda per Lot Line Adjustment

Wood Middle School located at 420 Grand Street. The District owns a portion of the real property, Parcel Number 074-1250-001-2, and the City of Alameda owns a portion of the property.

The project to rebuild Wood Middle School under the Measure B Bond, includes creating a new school drop-off on the northeast side of the school. Constructing this new drop-off also requires the construction of a new road on the property, dividing Rittler Park (City Property) from AUSD property in an L-shape.

The existing property line is irregular. To accommodate the road along the property line, the City and AUSD have agreed to the following:

East Segment: AUSD will be granted an easement allowing construction on and use of City property. In return, the City will have access to the new road and parking, with AUSD responsible for maintenance.

West Segment: The City adjusts the lot line, transferring property to the District. This road segment is for school use only.

The City has completed this process and staff is recommending the Board approve the acceptance of the Deed and authorize the District to execute documentation necessary for filing of this lot line adjustment.

Motion to approve Deed Acquiring Land from the City of Alameda per Lot Line Adjustment.

MOTION: Member LaLonde

SECONDED: Member Sherratt

STUDENT BOARD MEMBER VOTES

AYES: Members Kotovsky, Lau, and Kruger

NOES:

ABSENT:

BOARD MEMBER VOTES

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

NOES:

ABSENT:

MOTION APPROVED

6. Approval of Deed Acquiring Land from the City of Alameda per Lot Line Adjustment

Kirsten Zazo, Assistant Superintendent of Educational Services gave the Board and audience an update on the Local Control and Accountability Plan (LCAP), which 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.

This item was first brought to the Board of Education on August 8, 2023.

7. Consideration and Approval of Amendment to the Superintendent's Employment Agreement

The Board is voting on an amendment to the Superintendent's employment contract. The amendment provides the following:

- Extends the Superintendent's term of employment.
- Provides an increase in vacation days.
- Adjusts work from home options.
- Implements a professional growth and development requirement; and
- Amends the Superintendent's indemnification clause.

Motion to Approve the Amendment to the Superintendent's Employment Agreement.

MOTION: Member Lym

SECONDED: Member Little

STUDENT BOARD MEMBER VOTES

AYES: Members Kotovsky, Lau, and Kruger

NOES:

ABSENT:

BOARD MEMBER VOTES

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

NOES:

ABSENT:

MOTION APPROVED

G. ADJOURNMENT – Board President Jennifer Williams adjourned the meeting at 8:24pm.

Respectively Submitted,

Kerri Lonergan
Senior Executive Assistant
Alameda Unified School District

ALAMEDA UNIFIED SCHOOL DISTRICT
SPECIAL 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. (Fund 21, Measure B) Master Agreement For Consultant/Professional Services (Construction Related) between AUSD and Terracon Consultants, Inc. per RFQ for Construction Testing & Inspection Services dated September 25, 2023 for services not to exceed \$250,000.00. (Various)

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

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
☐ Terracon Consultants	7/18/2024	Backup Material

**MASTER AGREEMENT FOR
CONSULTANT/PROFESSIONAL SERVICES (CONSTRUCTION RELATED)
BY AND BETWEEN
ALAMEDA UNIFIED SCHOOL DISTRICT
AND
TERRACON CONSULTANTS, INC.**

- Geotechnical Services Hazardous Material Testing Special Testing & Inspection
 Surveying – Topographic Water / Sewer Line Testing and Inspection
 Gas Line Testing and Inspection
 Other Scope / Services: _____

This Agreement for Consultant Professional Services (“**Agreement**”) is made and entered into as of **July 30, 2024** by and between **Alameda Unified School District** (“**District**”) and Terracon Consultants, Inc. (“**Consultant**”) (individually a “**Party**” or collectively the “**Parties**”).

RECITALS

WHEREAS, the District is authorized by California Government Code section 4525, et seq., to contract with and employ qualified firms, partnerships, corporations, associations, persons, or professional organizations for environmental consulting services through a fair, competitive selection process, which the District utilized when it was applicable; and

WHEREAS, the District is also authorized by California Government Code section 53060 to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, Consultant is specially trained, experienced, competent and duly licensed under the laws of the State of California to perform the services pursuant to this Agreement.

AGREEMENT

NOW, THEREFORE, for good and sufficient consideration, receipt of which is acknowledged, the Parties agree as follows:

1. Services.

1.1. The Consultant shall provide the services as indicated in each Project Authorization based on submitted proposals (“**Services**” or “**Work**”). See Exhibit A, Exemplar Project Authorization form.

1.2. The Services for the Project shall be performed on the following project(s) / site(s):

Master Agreement to cover various Construction projects as needed and with approval of Project Authorizations based on submitted proposals as allowable per RFQ for Construction Testing & Inspection Services dated September 25, 2023. Sites may include but are not limited to: Alameda High School, Encinal Jr. & Sr. High School, Otis Elementary School, Wood Middle School, Lincoln Middle School, Singleton Warehouse and Yard.

1.3. Consultant may perform Services at multiple Sites for the Project(s). The Consultant’s Services at any one of the Sites or combination thereof may be changed, including terminated, in the same manner as the Project(s), as indicated herein, without changing in any way the remaining Consultant’s Services at other Site(s). The provisions of this Agreement shall apply to the Consultant’s Services at each Site, without regard

to the status of the remaining Project component(s). Consultant shall invoice for each inspection and test separately and for each Site separately and District shall compensate Consultant for each Site separately on a proportionate basis based on the level and scope of Services completed for each Site.

2. **Term.** Unless terminated or otherwise cancelled as permitted herein, the term of this Agreement shall be for the following (“Term”):

Three Year Term valid through June 30, 2027.

3. **Submittal of Documents.** The Consultant shall not commence the Work under this Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

<u> X </u>	Signed Agreement
<u> X </u>	(3 Certifications): Fingerprinting/Criminal Background Investigation Certification; Iran Contracting Act Certification; Russian Sanctions Certification
<u> X </u>	Insurance Certificates and Endorsements
<u> X </u>	W-9 Form
_____	_____

4. **Compensation.** Consultant’s fee for the performance of Consultant’s Services shall be on an hourly basis and/or a per unit basis. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this Agreement on a per Project basis per submitted proposals, for a total fee not to exceed \$250,000.00 for all projects under this Master Agreement (“**Total Fee**”). District shall not be obligated to pay or be liable in law or in equity for any amount incurred by Consultant above the Total Fee. District shall pay Consultant according to the following terms and conditions:

- 4.1. The Consultant shall submit a monthly itemized statement of Service charges and expenses to the District for the preceding month. If Consultant performs Services for more than one Site, Consultant shall prepare a separate, itemized statement for each Site. The itemized statement shall reflect the hours spent by the Consultant in performing its Services on each task, and, if applicable, the statements shall reflect expenses and materials. The invoices shall contain a sufficiently detailed description of any task performed by Consultant. The itemized statement shall show the days and hours worked each workday Consultant performs Services for the previous month. District will permit a two (2) month grace period beyond this time for the Consultant to submit its invoice for a particular month’s work (i.e., a total of three (3) months for Consultant to submit an invoice for a particular month’s work). No amounts shall be due or owing to the Consultant if it fails to submit an invoice to the District at or before the end of that grace period.
- 4.2. Consultant must provide, to the District’s satisfaction, appropriate substantiation for all Services performed on an hourly basis. Consultant shall properly support payment of all hourly services, as further described herein, for each invoice or application for payment submitted by Consultant for its Services. Failure to satisfy this requirement may result in Consultant’s invoice or application for payment being rejected, at the District’s discretion, until District approves Consultant’s full compliance herewith.
- 4.3. Payment for the Work shall be made for all undisputed amounts in monthly installment payments within thirty (30) days after the Consultant submits an itemized statement to the District for Work actually completed and after the District’s written approval of the Work, or the portion of the Work for which payment is to be made.
- 4.4. **Hourly Rates.** The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Services and Extra Services on a per hour basis and shall not be changed for the term of the Agreement.

Job Title	Hourly Rate
Project Manager	\$225/hour
Administrative Staff	\$120/hour
Special Inspector	\$175/hour
Concrete Cylinder Compressive Strength	\$45/each
Reinforcement Tensile & Bend Test: <#5	\$190/each
Reinforcement Tensile & Bend Test: <#6 to #9	\$220/each
Anchor Bolt and Rods Testing	\$375/rod
PE Review / Daily Report	\$115/each
Mileage Charge (Project Site)	\$1.35/mile
Final Compliance Letter (if requested)	\$350/each

4.5. **Extra Services.** District-authorized services outside of the scope of this Agreement or District-authorized reimbursables not included in the Consultant’s Total Fee are “Extra Services.” If the Consultant determines that Extra Services are necessary, then the Consultant may request from the District in writing the District’s authorization to perform Extra Services. Any charges for Extra Services shall be paid by the District only upon certification that the claimed Extra Services were authorized, in writing, by the District and that the Extra Services have been satisfactorily completed. If any Services or Work are performed by the Consultant without prior written authorization by the District, the District will not be obligated to pay. Extra Services shall be requested, substantiated and paid as described in herein.

4.5.1. **Billing for Extra Services.** Consultant shall bill the District for Extra Services as follows:

4.5.1.1. Extra Services shall be billed for on an hourly basis and per-item basis.

4.5.1.2. The District shall pay Consultant only for all undisputed amounts within thirty (30) days after Consultant submits an invoice to the District for Extra Services actually completed and after the District’s written approval of the Extra Services, or the portion of the Extra Services for which payment is to be made.

4.5.1.3. Consultant must provide, to the District’s satisfaction, appropriate substantiation for all Extra Services performed on an hourly basis. Consultant shall properly support payment of all hourly services in each invoices, as specifically provided for herein.

5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing the Services:

Not Applicable

6. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement:

Not Applicable

7. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District’s employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker’s Compensation. Consultant 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 Consultant’s employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of Consultant’s Work, District being interested only in the results obtained.

8. **Consultant and Subconsultant Registration and Compliance (When Applicable).** Consultant acknowledges that, for purposes of Labor Code section 1725.5, for all scopes of work that are within a classification of the Department of Industrial Relations (DIR) and for which there is a prevailing wage, then Labor Code section 1771 applies and that the Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. If that is the case, then:
 - 8.1. Consultant shall comply with Labor Code section 1725.5, including without limitation the registration requirements for itself and its subconsultants. Consultant represents that all of its subconsultants are registered pursuant to Labor Code section 1725.5.
 - 8.2. Consultant shall pay workers not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the DIR, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. Prevailing wage rates are available from the District or on the Internet at: <<http://www.dir.ca.gov>>.
 - 8.3. Labor Code section 1771.1(a) states the following:

“A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”
 - 8.4. Consultant shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner of California and complying with any applicable enforcement by the Department of Industrial Relations.
 - 8.5. Consultant shall post job site notices, as required by law, including without limitation Labor Code section 1771.4.
 - 8.6. Consultant shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempted by the Labor Commissioner for the Project.
9. **Designated Representatives.** Consultant shall coordinate with District personnel and/or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project.
10. **Performance of Services.**
 - 10.1. **Standard of Care.**
 - 10.1.1. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant'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. Consultant's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.
 - 10.1.2. Consultant hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an

efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.

- 10.1.3. Consultant shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Consultant understands that the District relies upon the professional quality, accuracy, completeness, and coordination by Consultant in performing the Services.
- 10.1.4. Consultant shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.
- 10.2. **Meetings.** In addition to all public hearings and meetings, Consultant agrees to participate in coordination meetings to discuss District strategies, timetables, implementations of Services, and any other issues deemed relevant to the Project.
- 10.3. **District Approval.**
 - 10.3.1. The District has the right to inspect and supervise to secure satisfactory completion of the Services.
 - 10.3.2. Prior to any documents being made public, Consultant shall provide in draft form to District staff and District legal counsel, all documents that it or its subconsultants prepare.
- 10.4. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.

11. Information.

- 11.1. **Furnished by District.** Upon request by Consultant, District shall furnish Consultant any information and documents readily available to District that the Consultant determines may be of use to the Consultant in the performance of the Services. District shall rely upon Consultant to determine which information and documents may be of use to the Consultant in performance of the Services. District makes no representations with respect to the reliability, accuracy, or completeness of any information or documents furnished by the District. Consultant shall determine if it is appropriate to rely on the District furnished information or documents. Consultant shall determine if clarification, additional information, or additional data is needed, and if so, to seek it out.
- 11.2. **Furnished by Others.** Consultant is to obtain, utilizing its own personnel, any required information that has been developed by other public or private entities that are not under contract to District. Consultant shall determine if it is appropriate to rely on the information or data developed by these other public or private entities. Consultant shall determine if clarification, additional information, or additional data is needed.
12. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for the services.
13. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, 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 the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

14. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant 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 Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents. For a period of three (3) years after final payment under this Agreement, all expenditures of public funds in excess of ten thousand dollars (\$10,000) shall be subject to examination and audit by the State Auditor. The audit shall be confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering the Agreement.

15. **Termination.**

15.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for the Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three (3) days after the day the notice was mailed, whichever is sooner.

15.2. **Without Cause by Consultant.** Consultant cannot terminate this Agreement without cause.

15.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

15.3.1. Material violation of this Agreement by the Consultant; or

15.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage; or

15.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for the intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the Services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

15.4. **With Cause by Consultant.** Consultant may only terminate this Agreement after giving written notice of intention to terminate for cause and the expiration of the time to cure. Cause shall only include:

15.4.1. Material violation of this Agreement by the District, or

15.4.2. Failure of the District to timely pay undisputed Consultant invoices.

Written notice by Consultant shall contain the reasons for the intention to terminate and unless within thirty (30) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) calendar days cease and terminate. During the thirty (30) calendar days the Inspector shall continue providing Services to the District until the Agreement ceases and terminates. In the event of this termination, the District may secure

the Services from another Consultant.

15.5. **Documentation upon Termination.** Upon termination, Consultant shall provide the District with all documents produced, maintained or collected by Consultant pursuant to this Agreement, whether or not these documents are final or draft documents.

16. **Indemnification.** To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, 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 (“**Claim(s)**”), but only to the extent that the Claim(s) arise out of, pertain to or relate to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, and/or this Agreement, including without limitation the payment of all consequential damages.

17. **Insurance.**

17.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

17.1.1. **Commercial General Liability.** One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.

17.1.2. **Commercial Automobile Liability, Any Auto.** One million dollars (\$1,000,000) per accident for bodily injury and property damage.

17.1.3. **Workers' Compensation Liability.** For all Consultant’s employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Consultant shall keep in full force and effect, a Workers’ Compensation policy. That policy shall provide employers’ liability coverage with minimum liability coverage of one million dollars (\$1,000,000) per accident for bodily injury or disease. Consultant shall provide an endorsement that the insurer waives the right of subrogation against District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

17.1.4. **Employment Practices Liability.** For all Consultant’s employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Consultant shall keep in full force and effect, an Employment Practices Liability policy. That policy shall provide employers’ liability coverage with minimum liability coverage of one million dollars (\$1,000,000) per occurrence. Consultant shall provide an endorsement that the insurer waives the right of subrogation against District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

17.1.5. **Professional Liability.** This insurance shall cover the prime design professional and design professional’s liability arising from the services of Consultant with a minimum of one million dollars (\$1,000,000) per claim limit and two million dollars (\$2,000,000) aggregate limit, and subject to no more than **twenty-five thousand dollars (\$25,000) per claim deductible**, coverage to continue through completion of construction plus “tail” coverage for two (2) years thereafter. This policy can be on a claims-made basis.

17.2. **Proof of Carriage of Insurance.** The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

- 17.2.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
 - 17.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
 - 17.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers ("Additional Insureds") are named Additional Insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District.
 - 17.2.4. All policies except the Professional Liability Policy shall be written on an occurrence form.
- 17.3. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
18. **Assignment.** The obligations and liabilities of the Consultant pursuant to this Agreement shall not be assigned voluntarily by the Consultant nor assigned by operation of law, without express written consent of the District.
19. **Binding Contract.** This Agreement 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.
20. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Agreement is at variance with any of these laws, ordinances, rules or regulations, Consultant 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 Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.
21. **Certificates/Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force the certificates, permits and licenses as are required by law in connection with the furnishing of the Services. Except for any license or permits furnished by District, Consultant shall be fully responsible for identifying and obtaining all necessary licenses and permits for the timely prosecution of the Services.
22. **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, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant 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 District policy. Consultant and each subconsultant 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 Consultant or subconsultants. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts. In addition, the Consultant agrees to require like compliance by all its subcontractor(s).
23. **Disabled Veteran Business Enterprises.** Pursuant to section 17076.11 of the Education Code, the District has a

participation goal for disabled veteran business enterprises (DVBEs) of at least three percent (3%), per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (the Act). This Project may use funds allocated under the Act. Therefore, to the extent feasible and pertaining to future hirings, the Consultant, before it executes the Agreement, shall provide to the District certification of compliance with the procedures for implementation of DVBE contracting goals, appropriate documentation identifying the amount paid to DVBEs in conjunction with the Agreement, and documentation demonstrating the Consultant's good faith efforts to meet these DVBE goals.

24. **Interaction with the Media and Public.** Consultant shall promptly refer all inquiries from the news media or public to District and shall not make any statements to the media or the public relating to the Services. If Consultant receives a complaint from a citizen or the community, Consultant shall promptly inform the District about the complaint.
25. **Taxes.** Consultant shall be liable and solely responsible for paying all required taxes and other obligations, including but not limited to federal and state income taxes and social security taxes payable in connection with the Services and this Agreement. Consultant agrees to release, indemnify, defend, and hold District harmless from and against any worker's compensation or any tax liability which District may incur to any Federal or State governments with jurisdiction as a consequence of this Agreement. All payments made to Consultant may be reported to the Internal Revenue Service.
26. **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.
27. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
 - 27.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
 - 27.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
28. **Limitation of District Liability.** Other than as provided in this Agreement, District'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 District 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.
29. **Disputes.** In the event of a dispute between the Parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Consultant shall neither rescind the Agreement nor stop performing the Services.
30. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
31. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.
32. **Notice.** Notices and communications between the Parties may be sent to the following addresses:

District:
Alameda Unified School District
2060 Challenger Drive
Alameda, CA 94501
Attn: Monty Patterson
Email: mpatterson@alamedaunified.org

Consultant:
Terracon Consultants, Inc.
902 Industrial Way
Lodi, CA 95240
Attn: Troy Schiess
Email: troy.schiess@terracon.com

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the day after delivery.

33. **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.
34. **California Law.** This Agreement is entered into in California and shall be governed by and the rights, duties and obligations of the Parties, and shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located. Consultant waives any claim or right to remove an action on this Agreement to federal court.
35. **Waiver.** The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of the term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
36. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
37. **Authority to Bind Parties.** Neither Party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
38. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
39. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted the provision, and this Agreement shall be construed as if jointly prepared by the Parties.
40. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
41. **Signature Authority.** Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
42. **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.
43. **Incorporation of Recitals and Exhibits.** The Recitals and any and all exhibits attached hereto are hereby incorporated herein by reference.
44. **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein.

45. **Incorporation of RFQ/RFP & Proposal and Interpretation of Documents.** The District's Request for Statement of Qualifications and/or A Request for Proposals ("RFQ/RFP"), is hereby incorporated into this Agreement. If a conflict exists between this Agreement and the RFQ/RFP and/or the Consultant's Response, this Agreement shall control over the RFQ/RFP, which shall control over Consultant's Response.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Alameda Unified School District

Terracon Consultants, Inc.

Signature: Monty Patterson

Signature: Troy Schiess

Print Name: Monty Patterson

Print Name: Troy Schiess

Print Title: Sr. Director of Construction

Print Title: Principal, Office Manager

Dated: 07/02/2024

Dated: 7/1/2024

Email: mpatterson@alamedaunified.org

Email: troy.schiess@terracon.com

Signature: Shariq Khan
Shariq Khan (Jul 2, 2024 15:32 PDT)

Print Name: Shariq Khan

Print Title: Asst. Superintendent, Business Services

Dated: 07/02/2024

Email: skhan@alamedaunified.org

Signature: _____

Print Name: Jennifer Williams

Print Title: Board President

Dated: _____

Email: jwilliams@alamedaunified.org

Information regarding Consultant:

Consultant: Terracon Consultants, Inc.
License No.: 823977
Address: 902 Industrial Way
Lodi, CA 95240
Telephone: 209-367-3701
Facsimile: 209-333-8303
E-Mail: troy.schiess@terracon.com

Type of Business Entity:
 Individual
 Sole Proprietorship
 Partnership
 Limited Partnership
 Corporation, State: California
 Limited Liability Company
 Other: _____

42-1249917

Employer Identification and/or Social Security
Number

NOTE: Title 26, United States Code sections 6041 and IRS reporting rules require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. These rules also provide 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.

EXHIBIT A TO AGREEMENT FOR SERVICES

**PROJECT AUTHORIZATION
TO
MASTER AGREEMENT FOR CONSULTANT/PROFESSIONAL SERVICES (CONSTRUCTION RELATED)**

This Project Authorization to Agreement No. _____ (“**Agreement**”) for Special Testing and Inspection Services (“**Project Authorization**”) is made as of _____, 20____, and forms a part of the Agreement between **Alameda Unified School District (“District”)** and _____ (“**Consultant**”) (individually a “**Party**” and collectively the “**Parties**”) dated on or about _____, 20____. This Project Authorization incorporates Services to be performed by Consultant for the following project(s) (“**Project**”):

[Project], located at _____, as further
described in the Project Scope attached hereto as Attachment 1

This Project Authorization modifies the Agreement. By signing where indicated below, each Party acknowledges and accepts the modifications as indicated in this Project Authorization. All other terms and conditions of the Agreement shall remain in full force and effect. In addition, this Project Authorization only applies to the Project and the Agreement remains otherwise in effect for all other projects for which the Parties may enter into another project authorization.

Replace subsection 1.1 of Article 1 (Services) with the following

1.1 The Consultant shall provide the Services as indicated in the Agreement and in **Attachment 1** to this Project Authorization (“**Services**” or “**Work**”).

Replace subsection 2.1 of Article 2 (Schedule of Services / Term) with the following:

2.1 The term of this Project Authorization shall be the following (“**Term**”), unless terminated or otherwise cancelled.

From _____, 20__, to _____, 20__.

[OR]

The period of construction of the Project.

[OR]

_____ (__) Months, beginning on _____, 20__.

[OR]

The duration of the services provided under this Agreement.

Replace Article 3 (Submittal of Documents) with the following:

Submittal of Documents. The Consultant shall not commence the Work under this Project Authorization until the Consultant has submitted and the District has approved the documents indicated below:

<u> X </u>	Signed Agreement
<u> X </u>	Signed Project Authorization with Attachment No. 1 (Project Scope)
<u> X </u>	Fingerprinting/Criminal Background Investigation Certification
<u> X </u>	Iran Contracting Act Certification
<u> X </u>	Russian Sanctions Certification
<u> X </u>	Insurance Certificates and Endorsements
<u> X </u>	W-9 Form
_____	_____

Replace subsection 4.1 of Article 4 (Compensation) with the following:

4.1 Compensation. Consultant’s fee for the performance of Consultant’s Services shall be on an hourly basis and/or a per unit basis. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this Project Authorization a total fee not to exceed _____ Dollars (\$) (“Total Fee”). District shall not be obligated to pay or be liable in law or in equity for any amount incurred by Consultant above the Total Fee. District shall pay Consultant according to the provisions in the Agreement.

[OPTIONAL] Replace Section 5 (Expenses) with the following:

Expenses. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing the Services, except as follows:

[Insert any allowed costs or expenses that differ from the Master Agreement. If none, delete this section from the Project Authorization]

[OPTIONAL] Replace Section 6 (Materials) with the following:

Materials. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services, except as follows:

[Insert any exceptions that differ from the Master Agreement. If none, delete this section from the Project Authorization]

Attachments and Certifications: The attachments and certifications that are referenced or attached to this Project Authorization are incorporated herein by this reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Project Authorization on the date(s) indicated below.

Alameda Unified School District

[Consultant] _____

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Dated: _____

Dated: _____

Email: _____

Email: _____

ATTACHMENT NO. 1 TO PROJECT AUTHORIZATION

PROJECT SCOPE

[THIS IS SAMPLE SCOPE ONLY. THE REQUIRED SCOPE OF SERVICES MUST BE REVIEWED AND APPROVED BY THE CONSULTANT AND THE DISTRICT WHEN THE DISTRICT ASSIGNS A PROJECT TO CONSULTANT AND WHEN A PROJECT AUTHORIZATION IS EXECUTED.]

SPECIAL TESTING AND INSPECTION

Consultant's entire Proposal is **not** made part of this Agreement.

The scope of Services is more specifically described herein.

The Consultant must complete a Division of the State Architect ("DSA") Form SSS 103-1 (Revised 4/07 or more recent version, Structural Tests and Inspections). All appropriate boxes must be checked to indicate the type(s) of Inspection(s) and/or testing that will be performed as part of the scope of this Agreement.

- 1) Compacted fill inspection and testing
- 2) Reinforcing steel inspection and testing
- 3) Structural steel inspection and testing
- 4) Brick and block inspection and testing
- 5) Glued laminated structural lumbar inspection and testing
- 6) _____ inspection and testing
- 7) _____ inspection and testing
- 8) _____ inspection and testing

Consultant shall provide the Services set forth herein, as well as any incidental services necessary for the full and adequate completion of Project Services in strict accordance with all applicable local, state and federal laws rules and regulations, including but not limited to, the State Building Code, California Code of Regulations, Title 24 and Instructions on Division of the State Architect ("DSA"), Structural Tests and Inspections form SSS 103-1 (as provided for the project), and instructions included herein. Special Inspectors and testing staff shall be prepared to attend Project progress meetings and other specially called meetings as determined by the District. Consultant shall provide daily and/or individual occurrence reports of Special Inspections and Testing results on previously approved forms and provide sufficient copies to the District and District's Representatives for distribution to the Construction Contractor, and Architect.

Geotechnical Engineer of Record and Soils Observation and Testing

The geotechnical portions of this Project shall be performed under the direction of a Geotechnical Engineer, which shall be the Geotechnical Engineer of Record for the Project. A technician with a nuclear gauge shall perform density and moisture testing in the field during grading, utility trench backfilling, and pavement operations utilizing ASTM D2922, D3017, and ASTM D1556 methods. Laboratory maximum density and optimum moisture determination shall be performed in accordance with ASTM D1557 or D698. Asphalt pavement placement and testing shall be performed in accordance with Caltrans methods.

Consultant shall provide:

1. Perform a site reconnaissance, reviewing the geotechnical engineering report for this project, reviewing the drawings, and preparing a transfer of geotechnical engineer of record responsibility letter
2. Project management, consultation during construction, preparation of daily field, foundation excavation observation, and final grading reports
3. Ensure soils conditions are in conformance to soils report
4. Foundation Inspection
5. Caisson, drilled piers or driven piles inspection
6. As-graded soils report
7. Observation and testing during site clearing and mass grading
8. Observing the foundations excavations for structures
9. Observation and testing during backfilling of utility trenches

10. Observation and testing during backfilling around retaining walls
11. Observation and testing during subgrade preparation and base rock placement in asphalt paved areas
12. Observation and testing during asphalt concrete placement
13. Perform the following Sampling and Testing of Materials and Testing of Work-in-Place as may be required by the DSA Testing and Inspection Listing, and as required by the District. The Testing shall be performed in accordance with ASTM test methods and California test methods as appropriate. All Laboratory testing shall be accomplished in a DSA certified laboratory:
 - a. Soil, Aggregate & Asphalt
 - b. Maximum Dry Density
 - c. Expansion Index (ASTM D4318)
 - d. R-Value
 - e. Sand Equivalent
 - f. Sieve Analysis (ASTM C136)
 - g. Hveem Stability
 - h. Asphalt Extraction (ASTM 2172)
 - i. Hardness and Abrasion
 - j. Atterberg limits (ASTM 4318)
 - k. No. 200 Sieve Analysis (ASTM D422)
 - l. Specific Gravity C127/C128
 - m. Asphalt and Asphaltic Concrete Gradation (ASTM C136)
 - n. Asphalt and Asphaltic Concrete Specific Gravity (ASTM D1188)
 - o. Asphalt and Asphaltic Concrete Stability & Flow Marshall (ASTM D1559)
 - p. Asphalt and Asphaltic Concrete Abrasion (ASTM C131)
 - q. Asphalt and Asphaltic Concrete Unit Weight (ASTM D2726)
 - r. Asphalt Cores

Observation and testing shall consist of visual observation of earthwork activities and taking field density and moisture tests for the purpose of ascertaining that the work is in substantial conformance with the Project documents, plans and specifications.

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the three boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Consultant Agreement for Professional Services ("Agreement"):

[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.] Consultant's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c).)

Date: _____
District Representative's Name and Title: _____
Signature: _____

The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant's services under this Agreement and Consultant certifies its compliance with these provisions as follows: *"Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District 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. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*

Consultant's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 District shall ensure the safety of the pupils by at least one of the following as marked:

- _____ The installation of a physical barrier at the worksite to limit contact with pupils.
 - _____ Continual supervision and monitoring of all Consultant's on-site employees of Consultant by an employee of Consultant, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.
 - _____ Surveillance of Employees by District personnel. **[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]**
- Date: _____
District Representative's Name and Title: _____
Signature: _____

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/>).

[MUST BE COMPLETED BY CONSULTANT'S AUTHORIZED REPRESENTATIVE.] I am a representative of the Consultant entering into this Agreement with the District and I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of Consultant.

Date: _____
Name of Consultant or Company: _____
Signature: _____
Print Name and Title: _____

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code § 2204)

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars (\$1,000,000) or more.

Consultant shall complete **ONLY ONE** of the following three paragraphs.

- 1. Consultant's total Fee is less than one million dollars (\$1,000,000).
OR
- 2. Consultant's total Fee is one million dollars (\$1,000,000) or more, but Consultant is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code § 2203(b), and Consultant is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.
OR
- 3. Consultant's total Fee is one million dollars (\$1,000,000) or more, but the District has given prior written permission to Consultant to submit a proposal pursuant to PCC 2203(c) or (d). **A copy of the written permission from the District is included with this Agreement.**

I certify that I am duly authorized to legally bind the Consultant to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Date: _____

Proper Name of Consultant: _____

Signature: _____

Print Name: _____

Title: _____

RUSSIAN SANCTIONS CERTIFICATION

On February 21, 2022, President Biden issued Executive Order 14065 (<https://www.whitehouse.gov/briefing-room/presidential-actions/2022/02/21/executive-order-on-blocking-property-of-certain-persons-and-prohibiting-certain-transactions-with-respect-to-continued-russian-efforts-to-undermine-the-sovereignty-and-territorial-integrity-of-ukraine/>; “**Federal Order**”) imposing economic sanctions and prohibiting many activities including, but not limited to, investing in, importing to, exporting from, and contracting with, areas of Ukraine and in Russia. On March 4, 2022, California Governor Newsom issued Executive Order N-6-22 requiring state agencies to take steps to ensure any agency and entity under contract with state agencies comply with the Federal Order (<https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>; “**State Order**”).

The District requires the Consultant, as a vendor with the District, to comply with the economic sanctions imposed in response to Russia’s actions in Ukraine, including the orders and sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>).

If your Firm’s contract with the District has a cumulative value of \$5 million or more, you must also provide a written response to the District, in addition to this certification, indicating:

- (1) that your Firm is in compliance with the required economic sanctions of the Federal and State Orders;
- (2) the steps your Firm has taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

I certify that I am duly authorized to legally bind the Consultant to this certification, and I certify that the Consultant is compliant with the Federal Order and the State Order.

Date: _____

Proper Name of Consultant: _____

Signature: _____

Print Name: _____

Title: _____

ALAMEDA UNIFIED SCHOOL DISTRICT
SPECIAL AGENDA ITEM

Item Title: Using Constructive and Supportive Language with Community, Students, and Families (120 Mins/Information)

Item Type: Action

Background: With facilitation from the District's Senior Director of Equity/African American and Multi-Ethnic Student Achievement, this Board study session will openly examine and discuss the role of language in schools as it pertains to groups of students, particularly as it intersects with race and ethnicity. The discussion will focus on asset-based language versus deficit-based language and offer alternatives for better framing and interacting with students and families along and across cultural lines. The discussion may inform future policy considerations and professional learning efforts across AUSD. The session will include a brief opening from Ms. Edwards, a Board discussion, and some time to formulate next steps and actions.

AUSD LCAP Goals: 2a. Support all students 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.

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.| #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.| #7 - All employees must receive respectful treatment and professional support to achieve district goals.

Submitted By: Pasquale Scuderi, Superintendent and Shamar Edwards, Senior Director of Equity

ATTACHMENTS:

Description	Upload Date	Type
□ Presentation	7/30/2024	Presentation



Constructive & Supportive
Language with Community,
Families, and Students

July 30, 2024



Framing Today's Workshop:

Habits of Heart - core values & self reflection

Habits of Head - ways of thinking and knowing & reflection

Habits of Hand - what you do; how do you practice your values, beliefs, & new knowledge?

**There are no pretty bows or
expiration dates to this work**

Additional Mindsets

**We don't have an
achievement gap, we
have a belief gap!**

**Don't let your first thought,
be your last thought...**

- 01 Mindset, Outcomes, & The Why
- 02 Community Connector
- 03 Constructive Language
- 04 Reflections

AGENDA

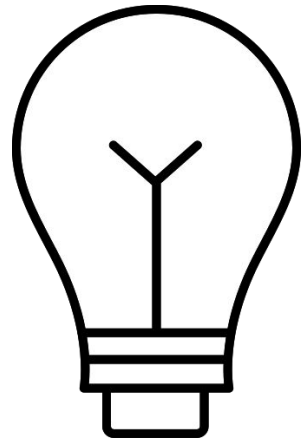
Outcomes

Review the power of
language: asset vs. deficit

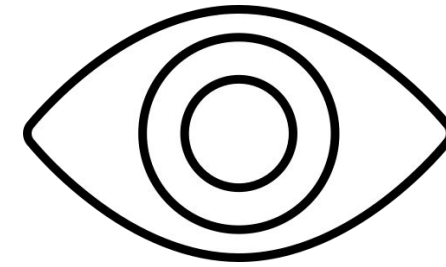
Construct & Make
Recommendations

The Why?

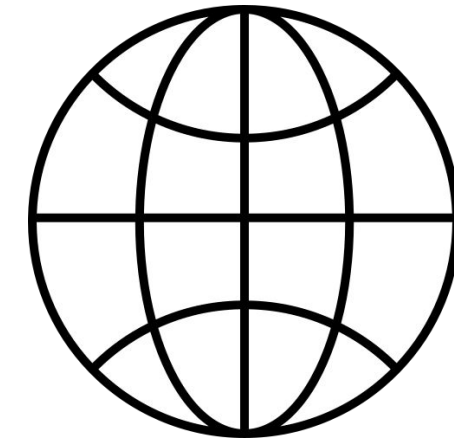
OUR CORE VALUES



Equity



Excellence



Learning

Alameda Unified School District is committed to upholding our community's core values of equity and excellence for every student by providing inclusive and safe conditions for learning that challenge and support every student to be culturally competent and prepared for college, career, and community participation.

THE WHY- The Story

“We are overusing historically marginalized rhetoric...as a person of color, it is unnerving. I know the intent, but I rather hear Black students, Latino students, etc. We continue to perpetuate with our language choices.”

These terms...It's overused and reinforces the same narrative that we are trying to disrupt. We just saw positive data. We have to move away from terms that have negative connotations-marginalized, underrepresented, etc. I am black and I am neither.”

“FYI- In an all black setting, we don't describe ourselves in this manner...let's adopt asset based language.”

Community Connector

Exploring Identity Markers

[HERE](#)



Constructive & Supportive Language



Why Schools Should Embrace Asset-Based Language Over Deficit-Based Language

[Article Here](#)

Give One, Get One Protocol

WORDS TO BURY

Minority

Marginalized

Historically
Underrepresented

Historically
Underserved



Sub-Group

Poor

At Risk

Inner City

Asset-Based & Empowering Terms

Generate on Poster Paper



Reflections
Appreciations
& Next Steps

