

# **BOARD OF EDUCATION AGENDA**

## **REGULAR MEETING**

April 29, 2025 - 5:30 PM

Niel Tam Educational Center - AUSD District Office

2060 Challenger Drive Marina Conference Room  
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 will hear public comments on Closed Session agenda items in the Ballena Conference Room of the Niel Tam Educational Center (2060 Challenger Drive). 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: [klonergan@alamedaunified.org](mailto:klonergan@alamedaunified.org). Public comments received prior to 5:00 PM on Monday, April 28, 2025 will be distributed to Board of Education members prior to the meeting.
2. Adjourn to Closed Session - 5:30 PM - Board Members will meet privately in the Ballena Conference Room of the Niel Tam Educational Center (2060 Challenger Drive) for Closed Session. Any action taken during Closed Session will be reported out under "Closed Session Action Report."

Student Discipline, Student Suspension, Student Expulsion, or Student Expulsion

Readmittance (Govt. Code § 35146, 48912, 48918) (3 cases):

- 1) Student ID #88823
- 2) Student ID #90601
- 3) Student ID #101942

3. \*\*\*\*\*

**Reconvene to Public Session - 6:30 PM - Marina Conference Room  
(Niel Tam Educational Center - 2060 Challenger Drive)**

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 Teams on a Computer/Smart Phone/Device**

Ensure you are using the most current version of the Teams 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.

**Microsoft Teams**

[Join the meeting now](#)

**Meeting ID: 210 183 112 203**

**Passcode: 33jk3wN7**

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**To view the live stream of the public meeting at 6:30pm,  
please log onto the Teams link above.**

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4. Call to Order - 6:30pm - Marina Conference Room of the Niel Tam Educational Center (2060 Challenger Drive) - Introduction of Board Members and Staff
5. Pledge of Allegiance - Board of Education Member Jennifer Williams 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 March 11th Board of Education Meeting will be considered (5 Mins/Action)

**D. COMMUNICATIONS**

1. Public Comments - This public comment period is for items not listed on the agenda but that are under the Board's jurisdiction. Members of the public can join the meeting in person or from their computer, tablet or smartphone. Please submit a speaker slip (in person) or use the "raise your hand" feature (Microsoft Teams). Once public comments begin, additional speaker slips and raised hands will not be accepted. If we experience technical difficulties or if there is a disruption, the Board may discontinue online public comments at any time. If a member of the public is unable to join the meeting, they may send their comments to: [klonergan@alamedaunified.org](mailto:klonergan@alamedaunified.org).
2. Written Correspondence - Written correspondence regarding an agenda item that is distributed to a majority of Board Members is shared.
3. 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)
4. 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).
5. 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)
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.
7. Student Board Members' Report - Student Board Members may make announcements or provide information to the Board and the Public in the form of an oral report. The Board will not take action on such items. (5 Mins Each/Information)

**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 Individual Service Agreements (ISAs) with Non-Public Schools and Non-Public Agencies
7. Proclamation: Asian-Pacific Islander Heritage Month - May
8. Proclamation: Jewish American Heritage Month - May
9. Proclamation: Employee Appreciation Month - May
10. Ratification of Contracts Executed Pursuant to Board Policy 3300
11. Resolution No. 2024-2025.66 Approval of Budget Transfers, Increases, Decreases
12. Resolution 2024-2025.64 Regarding Non-Reemployment of Certificated Employees
13. Resolution 2024-2025.65 Notifying Certain Classified Employees of the Decision to Not Reemploy or to Reduce Their Hours for the 2025-2026 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. Executive Cabinet Self-Study of Special Education: Components of Current Program and Needs Assessment - Part 2 (15 Mins/Information)
2. Strategic Planning Update: Mathematics Focused Initiatives for the 2025-26 School Year (15 Mins/Information)
3. Update on Early Reading Difficulties Screener Committee (10 Mins/Information)

**G. ADJOURNMENT**



ALAMEDA UNIFIED SCHOOL DISTRICT  
BOARD AGENDA ITEM

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**Item Title:** Adjourn to Closed Session - 5:30 PM - Board Members will meet privately in the Ballena Conference Room of the Niel Tam Educational Center (2060 Challenger Drive) for Closed Session. Any action taken during Closed Session will be reported out under "Closed Session Action Report."

**Item Type:** Closed Session

**Background:** Adjourn to Closed Session - 5:30 PM - Board Members will meet privately in the Ballena Conference Room of the Niel Tam Educational Center (2060 Challenger Drive) for Closed Session. Any action taken during Closed Session will be reported out under "Closed Session Action Report."

Student Discipline, Student Suspension, Student Expulsion, or Student Expulsion Readmittance (Govt. Code § 35146, 48912, 48918) (3 cases):

- 1) Student ID #88823
- 2) Student ID #90601
- 3) Student ID #101942

**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:**

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ALAMEDA UNIFIED SCHOOL DISTRICT  
BOARD AGENDA ITEM

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**Item Title:** Minutes from the March 11th 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:

- March 11th Board of Education 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

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**ATTACHMENTS:**

	Description	Upload Date	Type
▣	Unadopted Minutes from March 11, 2025 Board Meeting	4/28/2025	Backup Material

**BOARD OF EDUCATION MEETING**  
March 11, 2025  
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 Gary K. Lym, Board Vice President Ryan LaLonde, Board Clerk Heather Little, Board Trustee Jennifer Williams, and Board Trustee Meleah Hall.

Staff present for Closed Session: 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 - Pursuant to Subdivision 54957.6:  
Agency designated representative: Timothy Erwin, Assistant Superintendent, Human Resources:

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.

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

1) Superintendent

3. Reconvene to Public Session - 6:32PM  
Board Member Jennifer Williams reconvened the meeting at 6:32PM.

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

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

Student Board Members Lianna Lau (ASTI) and Eugene Kruger (EJSHS) were present. Tabitha Kim (AHS) was absent.

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:  
The Board did not take action in Closed Session.

**B. MODIFICATION(S) OF THE AGENDA:**  
There were no modifications to the agenda.

**C. APPROVAL OF MINUTES**  
The minutes from the January 28, 2025 Board of Education meeting were considered for approval.

*Motion to approve the minutes from the January 28, 2025 Board of Education meeting.*

**MOTION:** Member Little

**SECONDED:** Member Lym

**STUDENT BOARD MEMBER VOTES**

**AYES:** Student Board Members Lau and Kruger

**NOES:**

**ABSENT:** Student Board Member Kim

**BOARD MEMBER VOTES**

**AYES:** Members Lym, Williams, LaLonde, Hall, and Little

**NOES:**

**ABSENT:**

**MOTION APPROVED**

**D. COMMUNICATIONS**

1. Public Comments on Non-Agenda Items:  
*Veronica Rylander, teacher, Lincoln Middle School:* Ms. Rylander referenced the recent projects done by Lincoln Middle School 8<sup>th</sup> graders. On behalf of the LMS 8th grade department Panel Day was a huge success, because many of you showed up. Ms. Rylander thanked Shamar Edwards, Melissa Saunders, Susan Davis, Board Member Jennier Williams, Board Member Ryan Lalonde, Board Member Meleah Hall, and Superintendent Scuderi, as well as many other people who made it a huge success.
2. Written Correspondence:  
The Board did not receive any correspondence related to this agenda.
3. Report from Employee Organizations:

*Martha Zenk, President AEA:* Ms. Zenk stated AEA members are here to connect to what Ms. Rylander just talked about. Ms. Zenk stated with what we're about to learn in the second interim Budget report, and with what Deveny Dawson was talking about before the meeting, the joy of education. We do love our jobs as educators. There is often exaltation and dreams of changing the world, and Deveny was talking before about dancing and singing in classrooms as students were learning.

Ms. Zenk stated she has talked about how teachers feel when they have to bargain, they feel responsible to the workers and students now, and also they feel responsible for the workers and students of the future. Ms. Zenk stated many of the Executive Board members will be meeting with Board Members in the near future, and she thanked the Board Members for setting up these appointments.

*Amy Keegan, President CSEA 27:* Ms. Keegan announced that the first day of negotiations for Chapter 27 will take place on March 18th where I'll be working alongside our negotiations team: Tonya Morgan, Letty Lopez, Erin Gilchrist-Brown, and Eric del Nero. Ms. Keegan announced CSEA 27 also has a new labor relations representative, Julissa Limatou.

Ms. Keegan stated this year CSEA 27 is combining their spring event with Classified School Employee Week, and their celebration of scholarship award winners at a combined dinner to be held on Wednesday, May 21st at Dragon Rouge at 5:30pm.

4. Report from PTA Council:

The PTA Council did not have a report at this meeting.

5. Board Members' Report:

*Board Vice President Ryan LaLonde:* Board Vice President LaLonde started his report by saying how much he enjoyed going to Lincoln Middle School for their civics action projects. Board Vice President LaLonde stated how sweet it was that the students were so nervous because he felt that the adult observers were a little bit nervous, too. Vice President LaLonde stated it was a really fun and exciting event, and he looks forward to attending in the future.

Vice President LaLonde also mentioned today at the Department of Education 2,000 employees received a pink slip, basically saying that they had the choice of cleaning out their desk tomorrow, when they come into work. Vice President LaLonde clarified there's only 4,000 employees in that department. So a little over 50% of employees out of the DC office and the ten regional offices are being laid off. Vice President LaLonde stated this is going to have a profound impact on things that they're overseeing, particularly grants and the arts.

Vice President LaLonde continued by saying when it comes to our Federal budget, only 4% of the Federal budget actually goes towards anything to do with Department of Education. So, having these major cuts in our smallest departments that have the greatest impact with a little amount of money that they do receive is going to have a profound effect on us as it trickles down.

*Board Clerk Heather Little:* Board Clerk Little stated she was very sad to have missed the day at Lincoln Middle School. Clerk Little explained that she has stuff on her calendar that she never anticipated before, and conflicts arise. Clerk Little stated she is going to do her absolute best to make sure she can attend the event at Lincoln Middle School next year because it sounds like it was phenomenal, and she's really excited to get back to being able to be at school sites.

Clerk Little closed her report by saying it was so lovely to be back with the Encinal Jr. & Sr. High School community on Saturday at their annual fundraiser. Clerk Little stated it was really nice to be able to talk and share with staff and parent/guardians all the things we have going on at the District level.

*Board Member Meleah Hall:* Board Member Hall thanked the Lincoln Middle School students and staff for including her in the 8<sup>th</sup> grade projects presentation day. She stated she was blown away by the presentations, and the students were so poised and had so much confidence. Board Member Hall stated she loves that our 8th graders at Lincoln Middle School can experience having so many adults show up for them. Board Member Hall also remarked on how hospitable the staff at Lincoln were. They had parking spaces for Board members and guests, which everyone knows is often hard at school sites to find.

Board Member Hall also thanked Alameda High Music teacher Tyra Cable. Ms. Cable invited Board Member Hall to see the Alameda High School jazz band perform a concert at Yoshi's. Board Member Hall stated she wasn't able to attend because there was a Board meeting that night, but she encouraged the audience to check out the AHS Jazz Band on YouTube.

Board Member Hall addressed the uncertainty in Washington, DC. She stated a colleague recently came back from Selma, and the colleague told Board Member Hall that the Doge is closing African American museums across the nation and putting them up for sale.

Board Member Hall said her colleague told her our only hope is education. Board Member Hall closed her report by thanking all AUSD educators, because they help bring her hope right now.

*Board President Gary Lym:* Board President Lym referenced being invited to but not able to attend the 8<sup>th</sup> grade projects day at Lincoln Middle School. Board President Lym said he is caring for several elderly family members, and this makes it a challenge to attend every event he is invited to. He stated he appreciates the invitations he gets from school sites and asked that they keep coming.

*Board Member Jennifer Williams:* Board Member Williams also referenced the event at Lincoln Middle School, and she thanked Ms. Veronica for the invitation. Board Member Williams stated her favorite part of the day was seeing what an opportunity to do public service does to our kids

Board Member Williams stated a day like the one the Board witnessed at Lincoln may be the spark that changes our students' trajectory in the work that

they grow up to do, as it was for her. Board Member Williams stated there is nothing in her personal or professional life that can replicate how it feels to help other people, and it feels better than making money.

Board Member Williams stated to be able to witness our students having that experience at such a young age was great, and she thought all the presentations were wonderful. Board Member Williams stated overall it was a really beautiful event, and she thanked the teachers, staff, and especially the students for letting her be a part of the day.

Board Member Williams stated last Saturday was International Women's Day, and March is Women's History Month. Board Member Williams took a moment to reflect on the incredible contributions of women throughout history. Board Member Williams stated we have a lot of really talented women in the broader Bay Area - including politicians, educators, women from different walks of life - lawyers, judges, many who she's had the pleasure of working with, but also in our community.

Board Member Williams shared that a majority of all of the elected officials in Alameda are women, and the same holds true for our state, county, and local positions as well. Also, right now, most positions on our city council and our mayor, and a majority of positions on this Board are held by women - women that Board Member Williams stated she has a deep respect for.

Board Member Williams also stated she wanted to acknowledge the amazing women in our AUSD family, including our dedicated staff, who work tirelessly to serve our AUSD students and families. Board Member Williams closed her report by wishing Assistant Superintendent, Kirsten Zazo a happy birthday. Board Member Williams told Ms. Zazo she is an amazing leader in this district, and she thanked Ms. Zazo for her work.

6. Superintendent's Report:

Superintendent Scuderi reminded folks that during our Board meeting on October 22nd we said we would come back with a framework, a starter set, for our cooling strategies. He stated we are admittedly a little bit behind on that, so he wanted to let folks know we'll be back with a presentation on Cooling Strategies in April that will include timelines and cost estimates.

Superintendent Scuderi wished Kirsten Zazo a happy birthday and stated the instructional rounds event that was held today in large part by her leadership and also that of the Ed Services team and our site leadership teams, including our teachers.. Practice is something that originated in the medical field that combines peer observations with discussions about improvement strategies, and it was really energizing to see our Ed services team again, our principals all participating, and our classroom teachers in particular, for being incredibly vulnerable and welcoming.

Superintendent Scuderi stated he remembers back when he was a teacher and having groups of people come walk into his classroom to observe, was one of his worst memories as a classroom teacher. He stated it is incredibly vulnerable to have a whole bunch of folks with clipboards compiling into my

classroom to assess how I was making out on the then No Child Left Behind initiative (NCLB).

Superintendent Scuderi stated thought the openness of our teachers and the preparation that staff at all levels did really made this a promising example of the way we can do peer to peer observations and generate improvement strategies from the classroom out.

7. Student Board Member Report:

*Student Board Member Eugene Kruger (EJSHS):* Student Board Member congratulated Encinal's girls basketball team on their NCS win. He also reminded the audience that the spring musical, *Mama Mia*, is opening this weekend.

Student Board Member Kruger stated the Encinal class elections were held today, and he will be returning next year as Student Board member for Encinal. Additionally, Board Clerk Little referenced the Encinal Crab Feed, which is a big success this weekend to fund our athletics boosters.

Student Board Member Kruger closed his report by announcing last weekend Model UN went to a competition, and Encinal students did a great job.

*Student Board Member Lianna Lau (ASTI):* Student Board Member Lau stated ASTI had an amazing Black History Month celebration. On Friday, February 28th ASTI had a Zimbabwean artist, and her band come out as students enjoyed food from Solely Vegan. Solely Vegan is owned and operated by Miss Dyson who was ASTI's Black History Month keynote speaker. Miss Dyson told the students her story about being a woman of color entrepreneur, and how she made it to become a very renowned East Bay restaurant serving Vegan food, which is a very difficult task to do.

Student Board Member Lau said the event was great, the food was wonderful, and students had so much fun. Student Board Member Lau announced Spirit Month has also begun at ASTI, where there are multiple events each week at lunch, ending with an additional, even bigger event after school on Friday.

## **E. ADOPTION OF THE CONSENT CALENDAR**

- 1) Certificated Personnel Actions
- 2) Classified Personnel Actions
- 3) Approval and Acceptance of Donations
- 4) Approval of Calendars: AUSD 2027-2028 School Year; ASTI 2025-2026 and 2026-2027 School Years; Adult School 2025-2026 School Year; and ACDC 2025-2026 School Year
- 5) Approval of Easement Quitclaim Deed (Relinquishment of Easement) at Alameda Point
- 6) Approval of Facilities Bond Measure I and Measure B Contracts (Standing Item)



- 7) Approval of Individual Service Agreements (ISAs) with Non-Public Schools and Non-Public Agencies
- 8) Approval of New Job Descriptions: Data Systems Specialist, Network Technician, and Technology Systems Manager
- 9) Ratification of Contracts Executed Pursuant to Board Policy 3300
- 10) Resolution No. 2024-2025.58 Approval of Budget Transfers, Increases, Decreases
- 11) Resolution No. 2023-2024.59 Adoption of Notice of Exemption Pursuant to California Code of Regulations, Title 14, Section 15302 and Section 15314 Relating to Alameda Unified School District's Otis Elementary School Site Work and New Construction Project

***Motion to adopt the Consent Calendar.***

**MOTION:** Member Little

**SECONDED:** Student Member Kruger

**STUDENT BOARD MEMBER VOTES**

**AYES:** Student Board Members Lau and Kruger

**NOES:**

**ABSENT:** Student Board Member Kim

**BOARD MEMBER VOTES**

**AYES:** Members Lym, Williams, LaLonde, Hall, and Little

**NOES:**

**ABSENT:**

**MOTION APPROVED**

**F. GENERAL BUSINESS**

1. Strategic Plan Key Indicators: Star Reading and Math Growth Report  
Lindsey Jenkins-Stark, Senior Manager of Data and Research, presented the Board of Education with an update on Star Reading and Math Growth.

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 growth from Fall to Winter and state test predictor scores as determined by the Star Reading and Math Assessment and
- The implications of these results

There were many bright spots in the data shown, such as (for Reading scores):

- The percent of students with typical or high growth is high at 73% overall.
- On average, overall, students are predicted to score a 3 or higher on the SBAC

And for Math scores:

- The overall percent of students with typical or high growth has increased from 2022-23 (+2.1%). This trend continued across grades 2-5 (+3.1%).
- The percent of students with typical or high growth increased or remained consistently high from 2022-23 for most student groups.

Areas to dig deeper were (for Reading scores):

- There is a notable gap in the percent of students with typical or high growth overall and students who identify as Black/African American and students who are socio-economically disadvantaged.

And for Math scores:

- The percent of students with typical or high growth has declined from 2022-23 for students who identify as Black or African American (-6.5%) and for students with IEPs (-3.5%)
- There is a notable gap in the percent of students with typical or high growth overall and students who identify as Black/African American, Pacific Islander, English Learning students, students with IEPs and students who are socio-economically disadvantaged.

## 2. Strategic Plan: Update on Elementary Literacy Initiative

Tanya Harris, Director of Elementary Education and her teammates: Lindsey Jenkins-Stark, Senior Manager, Research, Data & Assessment; Shana Riehart, Coordinator, Language and Literacy; and Deveny Dawson, Instructional Coach shared an update on AUSD's Elementary Literacy Initiative with the Board.

The objective of the presentation was to:

- Share teacher feedback and recommendations/areas of opportunity,
- Update the Board on the development of AUSD's Literacy Framework,
- Outline the ELA Curriculum and Early Screener adoption and implementation process, and
- Highlight the impact of strategic systems and resource allocation in service of improved outcomes for students.

### Public Comments:

*Carolyn Brossard, parent of AUSD student(s):* Ms. Brossard asked if parent/guardians or families are allowed to review curriculum prior to the curriculum being adopted.

Board members stated they would like to ask the same question about parent/guardian feedback about new curriculum. Kirsten Zazo shared the following information about the opportunities for community members to

weigh in about new curriculum: AUSD has quarterly meetings that we invite families to for this purpose. Tonight is the third meeting this year where curriculum is being discussed publicly. At our last meeting we were talking about some of the secondary curriculum, and we also gave an update on where we were in the process of the literacy framework. Tonight we are a little more focused on the actual adoption process and the literacy framework with a little bit more focus on the science of reading and what we're looking into around that, and then we'll have one more at the end of the year. These are regularly scheduled quarterly meetings, where families really can come and ask questions about where we are in the adoption process, where we are in the professional development process around these adoptions. We send notifications about these meetings out through our parent newsletter, and through Parent Square. We also post them on our Facebook. And they're on our website as well.

3. Approval of Second Interim Financial Report

In California, local educational agencies (LEAs) are required to file two interim financial reports each fiscal year to assess their financial health. The first interim report is due on December 15, covering the period ending October 31, and the second interim report is due on March 17, covering the period ending January 31. These reports help ensure that districts are financially stable and able to continue providing education without disruption.

County superintendents are responsible for reviewing and certifying the financial status of districts within their county. They must submit these certifications to the Superintendent of Public Instruction and the State Controller within 75 days after the close of each reporting period.

The interim reports include a certification indicating whether or not the LEA can meet its financial obligations. These certifications are classified as follows:

- **Positive Certification:** This is assigned when the district is expected to meet its financial obligations for the current year and the next two fiscal years.
- **Qualified Certification:** This is assigned when the district may not be able to meet its financial obligations for the current year or the next two fiscal years.
- **Negative Certification:** This is assigned when the district will be unable to meet its financial obligations for the remainder of the current year or for the next fiscal year.

Shariq Khan, Assistant Superintendent – Business Services presented the 2024-2025 Second Interim Report, which gave the Board an update on the district's financial status as of January 31, 2025.

Public Comments:

*Martha Zenk, Co-President, Alameda Education Association (AEA):* Ms. Zenk asked why is the percentage of the budget that goes to salaries decreasing?

*Carolyn Brossard, parent of AUSD student(s):* Ms. Brossard asked if the line item titled Federal revenue is under threat, and if that's been factored into the

multi-year projections? Ms. Brossard also stated she hopes staff are putting some thought into what will happen if one-time monies used to support our most in need students are not renewed somehow. How will AUSD find the money to keep these programs? Ms. Brossard added she is referring to AUSD's historically marginalized communities and our students with disabilities.

***Motion to approve the Second Interim Financial Report.***

**MOTION:** Member Lym

**SECONDED:** Member LaLonde

**STUDENT BOARD MEMBER VOTES**

**AYES:** Student Board Members Lau and Kruger

**NOES:**

**ABSENT:** Student Board Member Kim

**BOARD MEMBER VOTES**

**AYES:** Members Lym, Williams, LaLonde, Hall, and Little

**NOES:**

**ABSENT:**

**MOTION APPROVED**

4. Alameda Unified School District "Sunshine" of Initial Proposals for Successor Collective Bargaining Agreement with California School Employees Association, Chapter 860 (CSEA 860)

The Educational Employment Relations Act (EERA; Government Code Section 3540 et seq.) provides for and establishes requirements for collective bargaining between public school employers and exclusive representatives of certificated and classified employees. The EERA obligates public school employers and exclusive representatives to "sunshine" their initial negotiating proposals to the public and to provide an opportunity for public expression on such proposals. This item is provided in order to meet AUSD's sunshine obligation.

Tim Erwin, Assistant Superintendent Human Resources presented the articles in accordance with Board Policy 4143. The Board recognizes its responsibilities to represent the public's interests in the collective bargaining process, keep the public informed about issues being negotiated, and provide members of the public an opportunity to express their views on all initial contract proposals.

AUSD sunshined the following articles for Successor Agreement provisions in its collective bargaining agreement with CSEA 860:

1. Article 2 Association Rights: The District proposes adding language concerning access to computers to conduct District Business, including reading of emails.
2. Article 3 Organization Security: The District proposes revising this article to be consistent with the US Supreme Court Janus vs. AFSCME (2018) decision.

3. Article 11 Pay and Allowances: The District proposes negotiating salary to retain and attract a competitive workforce while maintaining fiscal solvency. In addition, the District proposes including ten (10) month employees on twelve (12) monthly pay cycles.
4. Article 12 Health and Welfare – Benefits Administration: The District proposes negotiating the District’s contribution to health and welfare consistent with fiscal solvency while balancing the District’s interest in retaining and attracting a competitive workforce.
5. Article 21 Layoff and Reemployment: The District proposes revising the language of this article to make it consistent with recently updated California Education Code.
6. Article 23 Term: The District proposes to update this article to reflect the term of the new agreement. The District intends to pursue a multi-year term.

***Motion to approve Alameda Unified School District “Sunshine” of Initial Proposals for Successor Collective Bargaining Agreement with California School Employees Association, Chapter 860 (CSEA 860).***

**MOTION:** Member Hall

**SECONDED:** Member Lym

**STUDENT BOARD MEMBER VOTES**

**AYES:** Student Board Members Lau and Kruger

**NOES:**

**ABSENT:** Student Board Member Kim

**BOARD MEMBER VOTES**

**AYES:** Members Lym, Williams, LaLonde, Hall, and Little

**NOES:**

**ABSENT:**

**MOTION APPROVED**

5. Alameda Unified School District “Sunshine” of Initial Proposals for Successor Collective Bargaining Agreement with California School Employees Association, Chapter 27 (CSEA 27)

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

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

The articles to be "sunshined" were presented to the Board and public as a public hearing on February 25, 2025. Staff is now asking the Board to approve this list of articles.

1. Article 4 Organization Security: The District proposes revising this article to be consistent with the US Supreme Court Janus vs. AFSCME (2018) decision.
2. Article 11 Pay and Allowances: The District proposes negotiating salary to retain and attract a competitive workforce while maintaining fiscal solvency. In addition the District proposes including para educators pay on twelve (12) monthly pay cycles. The District proposes deleting language regarding Sick Leave Incentive as it is also referenced in the Leaves article.
3. Article 12 Health and Welfare – Benefits Administration: The District proposes negotiating the District contribution to health and welfare consistent with fiscal solvency while balancing the District’s interest in retaining and attracting a competitive workforce.
4. Article 20 Layoffs: The District proposes revising the language of this article to make it consistent with recently updated California Education Code.
5. Article 21 Term: The District proposes to update this article to reflect the term of the new agreement. The District intends to pursue a multi-year term.

***Motion to approve Alameda Unified School District “Sunshine” of Initial Proposals for Successor Collective Bargaining Agreement with California School Employees Association, Chapter 27 (CSEA 27).***

**MOTION:** Member Little

**SECONDED:** Student Member Lau

**STUDENT BOARD MEMBER VOTES**

**AYES:** Student Board Members Lau and Kruger

**NOES:**

**ABSENT:** Student Board Member Kim

**BOARD MEMBER VOTES**

**AYES:** Members Lym, Williams, LaLonde, Hall, and Little

**NOES:**

**ABSENT:**

**MOTION APPROVED**

**G. ADJOURNMENT** – Board Member Jennifer Williams adjourned the meeting at 8:34pm.

Respectively Submitted,

Kerri Lonergan  
Senior Executive Assistant  
Alameda Unified School District

ALAMEDA UNIFIED SCHOOL DISTRICT  
BOARD AGENDA ITEM

---

**Item Title:** Certificated Personnel Actions

**Item Type:** Consent

**Background:** *NOTE: If approved by the Board, personnel reports are uploaded the day after the meeting.*

**AUSD LCAP Goals:**

**Fund Codes:**

**Fiscal Analysis**

**Amount (Savings) (Cost):** All positions shown are authorized by the board and are included in the 2025-2026 budget.

**Recommendation:** Approve as submitted.

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

**Submitted By:** Timothy Erwin, Assistant Superintendent, Human Resources

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**ATTACHMENTS:**

Description	Upload Date	Type
☐ Certificated Personnel Actions	4/30/2025	Backup Material

ALAMEDA UNIFIED SCHOOL DISTRICT  
BOARD AGENDA ITEM

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**Item Title:** Classified Personnel Actions

**Item Type:** Consent

**Background:** *NOTE: If approved by the Board, personnel reports are uploaded the day after the meeting.*

**AUSD LCAP Goals:**

**Fund Codes:**

**Fiscal Analysis**

**Amount (Savings) (Cost):** All positions shown are authorized by the board and are included in the 2025-2026 budget.

**Recommendation:** Approve as submitted.

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

**Submitted By:** Timothy Erwin, Assistant Superintendent, Human Resources

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**ATTACHMENTS:**

Description	Upload Date	Type
☐ Classified Personnel Actions	4/30/2025	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 schools or departments, and for specific use.

**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 \$61,306.39.

**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

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**ATTACHMENTS:**

Description	Upload Date	Type
☐ Summary Site Donations	4/22/2025	Backup Material

**2024-2025  
Summary Site Donations  
March 29, 2025 - April 21, 2025**

<b>Slip Date</b>	<b>Site</b>	<b>Donor</b>	<b>Amount</b>	<b>Site Total</b>	<b>Total Donations</b>
3/21/2025	Alameda HS	Bianca Ling/Igor Liskovets	\$ 140.00		
3/24/2025	Alameda HS	Albert Leung/Veronica Leung	\$ 75.00		
3/24/2025	Alameda HS	Anh Dang/Phu Le	\$ 75.00		
3/24/2025	Alameda HS	Daniel Chung	\$ 75.00		
3/24/2025	Alameda HS	Doris Ung	\$ 75.00		
3/24/2025	Alameda HS	Gunbileg Nyamdorj	\$ 75.00		
3/24/2025	Alameda HS	Gunther Hofmann/Kristin Moeller	\$ 75.00		
3/24/2025	Alameda HS	Janice Ryan/Terrence Ryan	\$ 75.00		
3/24/2025	Alameda HS	Joel Welter/Blanche Kim	\$ 75.00		
3/24/2025	Alameda HS	Rachel Allgood	\$ 75.00		
3/24/2025	Alameda HS	Steven Wargny/Phoebe Wargny	\$ 75.00		
3/24/2025	Alameda HS	The Wilson Living Trust	\$ 400.00		
3/24/2025	Alameda HS	Yausko Kondo De La Torre	\$ 75.00		
3/24/2025	Alameda HS	Zorah Braithwaite/Bertrand Blank	\$ 75.00		
3/26/2025	Alameda HS	Revolutionary Prep, LLC	\$ 160.00		
3/27/2025	Alameda HS	Cash	\$ 435.00		
4/4/2025	Alameda HS	Cash	\$ 140.00		
				\$ 2,175.00	
4/10/2025	ASTI	ASTI ASB	\$ 166.40		
				\$ 166.40	
3/27/2025	Bay Farm	Bay Farm PTSA	\$ 12,850.00		
4/4/2025	Bay Farm	The Blackburn Giving Fund	\$ 50.00		
				\$ 12,900.00	
3/25/2025	Ed Services	Alameda County Office of Education	\$ 344.52		
				\$ 344.52	
3/31/2025	Encinal JSHS	Cash	\$ 634.00		
3/31/2025	Encinal JSHS	Catsro Valley HS Student Body	\$ 650.00		
3/31/2025	Encinal JSHS	Encinal ASB	\$ 6,355.00		
3/31/2025	Encinal JSHS	Go Fan/Huddle Tickets	\$ 6,995.00		
3/31/2025	Encinal JSHS	Jason Patrik Hannigan/Lina Hannigan	\$ 75.00		
				\$ 14,709.00	
4/1/2025	Island High School	Marie McLaverty-Caina	\$ 38.00		
				\$ 38.00	
3/24/2025	Lincoln Middle	Elango Vaithianathan	\$ 23.00		
3/24/2025	Lincoln Middle	Meghan Thomas	\$ 147.00		
3/24/2025	Lincoln Middle	Meghan Thomas	\$ 20.00		
3/24/2025	Lincoln Middle	Che-Cheng Lin	\$ 147.00		
3/24/2025	Lincoln Middle	Andrew Brooks	\$ 147.00		
3/24/2025	Lincoln Middle	Yongjin Pan	\$ 147.00		
3/24/2025	Lincoln Middle	Ine Leus	\$ 147.00		
3/24/2025	Lincoln Middle	Jannette Eng	\$ 147.00		
3/24/2025	Lincoln Middle	Emily O'Donohoe	\$ 147.00		
3/24/2025	Lincoln Middle	Emilia Marchese-Barker	\$ 294.00		
3/24/2025	Lincoln Middle	Kendra Meuser	\$ 147.00		
3/24/2025	Lincoln Middle	Brant Smith	\$ 147.00		
3/24/2025	Lincoln Middle	Connie Li	\$ 147.00		
3/24/2025	Lincoln Middle	Carys Steers	\$ 147.00		
3/24/2025	Lincoln Middle	Jaimie Orfanos	\$ 147.00		
3/24/2025	Lincoln Middle	Bernadette Ansolabehere	\$ 147.00		
3/24/2025	Lincoln Middle	Timothy Leong	\$ 147.00		
3/24/2025	Lincoln Middle	Sophie Wood	\$ 147.00		

**2024-2025  
Summary Site Donations  
March 29, 2025 - April 21, 2025**

3/24/2025 Lincoln Middle	Tony Ng	\$	147.00
3/24/2025 Lincoln Middle	Wenjie Lu	\$	147.00
3/24/2025 Lincoln Middle	Alecia Gongaware	\$	147.00
3/24/2025 Lincoln Middle	Sara Tomichek	\$	147.00
3/24/2025 Lincoln Middle	Susan Lam	\$	147.00
3/24/2025 Lincoln Middle	Rachel Falk	\$	147.00
3/24/2025 Lincoln Middle	Lea Glick	\$	147.00
3/24/2025 Lincoln Middle	Yumi Park	\$	147.00
3/24/2025 Lincoln Middle	Gina Fang	\$	147.00
3/24/2025 Lincoln Middle	Maria Flowers	\$	147.00
3/24/2025 Lincoln Middle	Asheshh Saheba	\$	147.00
3/24/2025 Lincoln Middle	Chris McMahon	\$	147.00
3/24/2025 Lincoln Middle	Julie McCalmont	\$	147.00
3/24/2025 Lincoln Middle	Amadea Azerki	\$	147.00
3/25/2025 Lincoln Middle	Linda Marquis	\$	147.00
3/25/2025 Lincoln Middle	Desirae Christoffersen	\$	147.00
3/25/2025 Lincoln Middle	Chris Yuen	\$	147.00
3/25/2025 Lincoln Middle	Lauren Cookout	\$	147.00
3/25/2025 Lincoln Middle	Lauren Daley	\$	147.00
3/25/2025 Lincoln Middle	Lisa Merritt	\$	147.00
3/25/2025 Lincoln Middle	Deirdre Mooney	\$	147.00
3/25/2025 Lincoln Middle	Jin Cho	\$	147.00
3/25/2025 Lincoln Middle	Hoon Kim	\$	147.00
3/25/2025 Lincoln Middle	Miho Andrews	\$	147.00
3/25/2025 Lincoln Middle	Sara Wielandt	\$	147.00
3/25/2025 Lincoln Middle	Cindy Ou	\$	147.00
3/25/2025 Lincoln Middle	Sharon Burke	\$	147.00
3/25/2025 Lincoln Middle	Alison Munger	\$	147.00
3/26/2025 Lincoln Middle	Stacey Foley	\$	147.00
3/26/2025 Lincoln Middle	Cathy Vital	\$	147.00
3/26/2025 Lincoln Middle	Scott Morgan	\$	147.00
3/26/2025 Lincoln Middle	Mariya Ellsworth	\$	147.00
3/26/2025 Lincoln Middle	Yi Yang	\$	147.00
3/26/2025 Lincoln Middle	Kimi Maruyama	\$	147.00
3/26/2025 Lincoln Middle	Alina Chow	\$	147.00
3/26/2025 Lincoln Middle	Emily Hung	\$	147.00
3/26/2025 Lincoln Middle	Larissa Adam	\$	147.00
3/27/2025 Lincoln Middle	Heather Wagner	\$	147.00
3/27/2025 Lincoln Middle	Cindy Toh	\$	147.00
3/27/2025 Lincoln Middle	Annaliese Tan	\$	147.00
3/27/2025 Lincoln Middle	Doris Kwok	\$	147.00
3/28/2025 Lincoln Middle	Claire Legas	\$	147.00
3/28/2025 Lincoln Middle	Marjorie Acay	\$	147.00
3/28/2025 Lincoln Middle	Alisa Rasera-Holden	\$	147.00
3/28/2025 Lincoln Middle	Richmond Yu	\$	147.00
3/29/2025 Lincoln Middle	Tom Haines	\$	147.00
3/29/2025 Lincoln Middle	Lisa Cheng	\$	147.00
3/29/2025 Lincoln Middle	Melissa Moses	\$	147.00
3/29/2025 Lincoln Middle	Lebbonee Kittredge	\$	147.00
3/29/2025 Lincoln Middle	Stephanie Lee	\$	147.00
3/30/2025 Lincoln Middle	Leah Hitchings	\$	147.00
3/30/2025 Lincoln Middle	Denise Kralj	\$	147.00
3/30/2025 Lincoln Middle	Marissa Fong	\$	147.00
3/30/2025 Lincoln Middle	Wan Ying Huang	\$	147.00

**2024-2025**  
**Summary Site Donations**  
**March 29, 2025 - April 21, 2025**

3/31/2025	Lincoln Middle	Natalie Aguilera	\$	147.00
3/31/2025	Lincoln Middle	Soo Jung Sung	\$	147.00
3/31/2025	Lincoln Middle	Christina Geslien	\$	147.00
3/31/2025	Lincoln Middle	Mae Elias	\$	147.00
3/31/2025	Lincoln Middle	Yan Chen	\$	147.00
3/31/2025	Lincoln Middle	Connie Takayama	\$	147.00
3/31/2025	Lincoln Middle	Michelle Lau-Seim	\$	147.00
3/31/2025	Lincoln Middle	John Mori	\$	147.00
4/1/2025	Lincoln Middle	Chris Hancock	\$	147.00
4/1/2025	Lincoln Middle	Patricia Drew	\$	147.00
4/1/2025	Lincoln Middle	John Sweeney	\$	147.00
4/1/2025	Lincoln Middle	Jolene Ignowski	\$	147.00
4/1/2025	Lincoln Middle	Chung Ly	\$	147.00
4/2/2025	Lincoln Middle	Harprit Sidhu	\$	147.00
4/2/2025	Lincoln Middle	Nick Arnett	\$	147.00
4/2/2025	Lincoln Middle	Deborah Heuerman	\$	147.00
4/2/2025	Lincoln Middle	Satoko Worby	\$	147.00
4/3/2025	Lincoln Middle	Brian Nishi	\$	11.00
4/3/2025	Lincoln Middle	Kimmy Phung	\$	11.00
4/3/2025	Lincoln Middle	Jong Gwan Hwang	\$	22.00
4/3/2025	Lincoln Middle	Lisa Siskind	\$	11.00
4/3/2025	Lincoln Middle	Alecia Gongaware	\$	11.00
4/3/2025	Lincoln Middle	Michael O'Dell	\$	11.00
4/3/2025	Lincoln Middle	Charles Hertz	\$	11.00
4/3/2025	Lincoln Middle	Andrew Brooks	\$	11.00
4/3/2025	Lincoln Middle	Kendell Evans	\$	11.00
4/3/2025	Lincoln Middle	Philip Weyman	\$	11.00
4/3/2025	Lincoln Middle	Dhilan Gerke	\$	11.00
4/3/2025	Lincoln Middle	Svenja Ubl	\$	42.00
4/3/2025	Lincoln Middle	Jennifer Patterson	\$	11.00
4/3/2025	Lincoln Middle	Nicole Lieu	\$	11.00
4/3/2025	Lincoln Middle	Lauren Schwimmer	\$	11.00
4/3/2025	Lincoln Middle	Jennifer Biebesheimer	\$	11.00
4/3/2025	Lincoln Middle	Alison Ng	\$	147.00
4/3/2025	Lincoln Middle	Fusheng Lei	\$	147.00
4/3/2025	Lincoln Middle	Carmen Henrikson	\$	11.00
4/4/2025	Lincoln Middle	Bryan Dunn-Ruiz	\$	147.00
4/4/2025	Lincoln Middle	Gail Senoglu	\$	11.00
4/4/2025	Lincoln Middle	Erin Ellinwood	\$	11.00
4/4/2025	Lincoln Middle	Yang Wang	\$	147.00
4/4/2025	Lincoln Middle	Cristina Lynch	\$	158.00
4/5/2025	Lincoln Middle	Alice Lee	\$	147.00
4/5/2025	Lincoln Middle	Maria Torres	\$	147.00
4/6/2025	Lincoln Middle	Karen Olsen	\$	147.00
4/6/2025	Lincoln Middle	Muriel Lucas	\$	11.00
4/6/2025	Lincoln Middle	Eduvijos Rivas	\$	147.00
4/8/2025	Lincoln Middle	Tracy McCuisto Johnson	\$	147.00
4/8/2025	Lincoln Middle	Trang Dinh	\$	147.00
4/9/2025	Lincoln Middle	Bryan Dunn-Ruiz	\$	11.00
4/9/2025	Lincoln Middle	Stephen Soper	\$	147.00
4/9/2025	Lincoln Middle	Vikas Dhyani	\$	11.00
4/10/2025	Lincoln Middle	Jennifer Yip	\$	11.00
4/10/2025	Lincoln Middle	Nafisah Ali	\$	147.00
4/11/2025	Lincoln Middle	Jennifer Urbietta	\$	22.00

**2024-2025**  
**Summary Site Donations**  
**March 29, 2025 - April 21, 2025**

4/12/2025	Lincoln Middle	Michelle DeVito	\$	147.00	
4/12/2025	Lincoln Middle	Mung Saephan	\$	11.00	
4/13/2025	Lincoln Middle	Denise Kralj	\$	11.00	
4/13/2025	Lincoln Middle	Keenan Dmyterko	\$	11.00	
4/14/2025	Lincoln Middle	Amanda Cheng	\$	147.00	
4/14/2025	Lincoln Middle	Connery Obeng	\$	11.00	
4/14/2025	Lincoln Middle	Grace Tung	\$	11.00	
4/14/2025	Lincoln Middle	Amanda Gean	\$	11.00	
4/14/2025	Lincoln Middle	Androniki Ashford	\$	11.00	
4/14/2025	Lincoln Middle	Bryan Tran	\$	11.00	
4/14/2025	Lincoln Middle	Cassandra Massey	\$	11.00	
4/14/2025	Lincoln Middle	Chris Yuen	\$	11.00	
4/14/2025	Lincoln Middle	Dana Schrieber	\$	147.00	
4/14/2025	Lincoln Middle	Deepak SurendranPillai	\$	147.00	
4/14/2025	Lincoln Middle	Deirdre Mooney	\$	11.00	
4/14/2025	Lincoln Middle	Denise Kralj	\$	11.00	
4/14/2025	Lincoln Middle	Elaine Ho	\$	22.00	
4/14/2025	Lincoln Middle	Emmy Ardito	\$	11.00	
4/14/2025	Lincoln Middle	Jeff Speckels	\$	11.00	
4/14/2025	Lincoln Middle	Jill Flury	\$	11.00	
4/14/2025	Lincoln Middle	Jonathan Butts	\$	11.00	
4/14/2025	Lincoln Middle	Katie Hobbs	\$	547.00	
4/14/2025	Lincoln Middle	Lillian Gagne	\$	11.00	
4/14/2025	Lincoln Middle	Oliver Viveier	\$	11.00	
4/14/2025	Lincoln Middle	Patrick Wong	\$	11.00	
4/14/2025	Lincoln Middle	Robert Onorato	\$	11.00	
4/14/2025	Lincoln Middle	Roenna Alegre	\$	11.00	
4/14/2025	Lincoln Middle	Sug Men Chen	\$	111.00	
4/14/2025	Lincoln Middle	Tony Lee	\$	11.00	
4/14/2025	Lincoln Middle	Janet Phung	\$	11.00	
					\$ 16,739.00
3/17/2025	Love Elementary	Dianne Dominguez	\$	396.00	
3/24/2025	Love Elementary	Avi Sha	\$	396.00	
3/26/2025	Love Elementary	Jingfeng Mai	\$	396.00	
3/30/2025	Love Elementary	Ivy Shanyue Huang	\$	396.00	
3/30/2025	Love Elementary	Jay Wegner	\$	396.00	
3/31/2025	Love Elementary	Inna Zgerya	\$	396.00	
3/31/2025	Love Elementary	Tiffany Nguyen	\$	396.00	
4/1/2025	Love Elementary	Vitali Kouzmine	\$	396.00	
4/3/2025	Love Elementary	Beatriz Garcia	\$	396.00	
4/3/2025	Love Elementary	Fernando Cabrera	\$	396.00	
4/3/2025	Love Elementary	Daniel Kirouac	\$	396.00	
4/3/2025	Love Elementary	Lindal Sambrook	\$	396.00	
4/6/2025	Love Elementary	Jocelyn Espiritu	\$	396.00	
4/14/2025	Love Elementary	Jaycelle Yap	\$	396.00	
					\$ 5,544.00
3/25/2025	Maya Lin Elementary	Alissa Bell	\$	5.00	
3/26/2025	Maya Lin Elementary	Rebeca Nesicolaci	\$	12.00	
					\$ 17.00
4/1/2025	MOF	The Home Depot	\$	222.15	
					\$ 222.15
4/3/2025	Otis	Otis Elementary PTA	\$	1,170.00	
4/3/2025	Otis	Otis Elementary PTA	\$	1,872.00	
					\$ 3,042.00

**2024-2025  
Summary Site Donations  
March 29, 2025 - April 21, 2025**

3/30/2025	Paden Elementary	Christine Schnetz	\$	141.66	
3/31/2025	Paden Elementary	Laura Radus	\$	158.34	
4/3/2025	Paden Elementary	Laura Williams	\$	133.32	
4/3/2025	Paden Elementary	Kerri Bandics	\$	141.68	
4/3/2025	Paden Elementary	Nitasha Lal	\$	141.66	
4/3/2025	Paden Elementary	Alena Putilov	\$	144.66	
4/3/2025	Paden Elementary	Nicole Maier	\$	283.34	
4/4/2025	Paden Elementary	Julie Grandjean	\$	141.66	
4/9/2025	Paden Elementary	Latasha McCorvey	\$	125.00	
4/13/2025	Paden Elementary	Angel Romero	\$	50.00	
					\$ 1,461.32
4/3/2025	Wood MS	Alameda Elks Lodge 1015 B.P.O. E	\$	1,000.00	
4/3/2025	Wood MS	Wood MS PTA	\$	2,948.00	
					\$ 3,948.00
					<u>\$ 61,306.39</u>

ALAMEDA UNIFIED SCHOOL DISTRICT  
BOARD AGENDA ITEM

---

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

**Item Type:** Consent

**Background:** Education Code 42631 requires the Board of Education to review and approve all payments from district funds.

The attached register contains *eleven (11)* redactions where posting that information would violate confidentiality. Therefore, the district is posting all bills and warrants except for those 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 \$8,945,729.69.

**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

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**ATTACHMENTS:**

Description	Upload Date	Type
□ Summary of Register	4/4/2025	Backup Material

ALAMEDA UNIFIED SCHOOL DISTRICT  
BOARD AGENDA ITEM

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

**Item Type:** Consent

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

According to the bond schedules, various contracts will be presented to the Board for approval. These contracts may include construction bid contracts, addenda to architectural services agreements, specialist and consultant agreements, and more. To streamline this process, staff has established a standing board item to separately track and manage contracts related to Measure I and Measure B, distinct from other district contracts.

1. (Fund 21, Measure B) Amendment No. 1 to Professional Services Agreement between AUSD and Miller Pacific Engineering for a term extension from 6/30/25 to 6/30/26 and an increase of \$110,000 for a total amended cost of \$267,000.00. (Wood MS)
2. (Fund 21, Measure B) Amendment No. 1 to Professional Services Agreement between AUSD and Terracon Consultants, Inc. for an increase of \$50,000 and an amended total cost of \$100,000.00. (Otis)
3. (Fund 21, Measure B) Amendment No. 3 to Master Facilities Lease between AUSD and Robert A. Bothman Construction for an increase of \$249,765 and a new total cost of \$17,750,719.00. (EJSHS Stadium)
4. (Fund 21, Measure B) Amendment No. 6 to Master Facilities Lease between AUSD and Alten Construction, Inc. for an increase of \$865,280 and a new total cost of \$16,415,521.00. (AHS Swim)
5. (Fund 21, Measure B) Termination of Third Amended Professional Services Agreement between AUSD and ACC Environmental Consultants totaling \$202,800.00 effective April 22, 2025 with a total of \$149,421.00 expensed. (WMS)
6. (Fund 21, Measure B) Termination of Twice Amended Professional Services Agreement between AUSD and ACC Environmental Consultants totaling \$250,000.00 effective April 22, 2025 with a total of \$189,300.47 expensed. (AHS Swim)
7. (Fund 21, Measure B) Project Addendum No. 2105.4 to Master Agreement for Architectural Services for Measure B Bond Projects between AUSD and Quattrocchi Kwok Architects, Inc. for an increase of \$125,275 and a new total fee of \$1,170,530.00. (EJSHS Stadium)

***NOTE: Contract #7 was uploaded at 9:20am on Friday, April 25.***

**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

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**ATTACHMENTS:**

Description	Upload Date	Type
☐ Miller Pacific Engineering	4/23/2025	Backup Material
☐ Terracon Consultants	4/23/2025	Backup Material
☐ Robert A Bothman Construction	4/23/2025	Backup Material
☐ Alten Construction, Inc.	4/23/2025	Backup Material
☐ ACC Environmental (Wood)	4/23/2025	Backup Material
☐ ACC Environmental (AHS Swim)	4/23/2025	Backup Material
☐ Quattrocchi Kwok Architects, Inc.	4/25/2025	Backup Material



**AMENDMENT NO. 1 to Professional Services Agreement**  
**Dated October 23, 2024**

This Amendment is entered into on April 29, 2025, between the Alameda Unified School District (District) and Miller Pacific Engineering Group (CONTRACTOR). District entered into a Professional Services Agreement with CONTRACTOR for geotechnical consultation and construction observation/testing services for Wood Middle School New Construction Measure B Project and the parties agree to amend that Agreement as follows:

**1. Services**

Additional geotechnical and observation/testing services required for the project. The original end date of 6/30/25 shall be extended to 6/30/2026.

Contractor shall submit itemized monthly invoices detailing Service charges and any allowable expenses for the prior month. Each invoice shall:

- Identify the specific tasks performed;
- Reflect the actual hours worked per day, by individual, for each task;
- Itemize reimbursable expenses, if any, and
- Be submitted no later than three (3) months after the month in which the services were performed. AUSD shall not be obligated to pay any amounts for services not invoiced within this timeframe.

Contractor shall provide appropriate substantiation for all hourly services invoiced. Invoices lacking proper support, including detailed descriptions of the work performed and corresponding time entries, may be rejected at the AUSD's discretion pending full compliance. The contractor bears the burden of proof for all invoiced services.

Contractor's hourly billing rates shall include all overhead, administrative costs, and profit. These rates shall remain fixed and not subject to escalation for the entire term of the Agreement, unless amended in writing by mutual agreement of the Parties.

Services performed by the Contractor that are outside the original scope of this Agreement shall be considered "Extra Services." No payment shall be due for unauthorized services, and should Extra Services cause the contract to exceed the Total Fee, an amendment to the PSA is required.

Contractor must provide documentation and evidence of all Extra Services performed on an hourly basis to the satisfaction of AUSD. This includes time logs, detailed task descriptions, and any other information reasonably requested by AUSD. Invoices failing to comply may be

<p>returned unpaid until compliance is achieved.</p> <p>AUSD shall not be liable for any invoice that is untimely, lacks proper substantiation, or exceeds the authorized Total Fee or Extra Service. Contractor waives any right to payment for services not authorized.</p>
<p><b>2. Compensation</b>  Original PSA: \$157, 000  <b>Amendment No. 1: \$110,000</b>  <b>Amended PSA: \$267,000</b></p>

**3. Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

**4. Amendment History:**

- ☒ There are no previous amendments to this Agreement.  
☐ This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
1			
2			

**"DISTRICT"**

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

Name: Gary K. Lym

Title: AUSD Board President

**"CONTRACTOR"**

By: 

Name: Dan Caldwell

Title: Principal Engineer

**FOR MILLER PACIFIC  
ENGINEERING GROUP**



**AMENDMENT NO. 3 to Professional Services Agreement**

**Dated July 17, 2024**

This Amendment is entered into on February 25, 2025, between the Alameda Unified School District (District) and ACC Environmental Consultants (CONTRACTOR). District entered into a Professional Services Agreement with CONTRACTOR for environmental consulting services for the Wood Middle School Measure B project, and the parties agree to amend that Agreement as follows:

**1. Services**

Additional environmental services required, including but not limited to environmental, facilities, and materials testing services by providing all materials, labor, supervision, consultation, sampling, testing, lab work, manifests, documentation, analysis, assessments, technical reports, and characterization of hazardous materials. All services proceed with AUSD accepted proposal or for immediate on-call needs by billing per rates at time of original PSA execution.

The previously amended end date of 6/30/2025 shall be extended to 12/31/2025 due to additional environmental project requirements.

**2. Compensation**

Original PSA: \$62,800  
Amendment No. 1: \$40,000  
Amendment No. 2: \$50,000  
**Amendment No. 3: \$50,000**  
**Amended PSA: \$202,800.00**

**3. Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

**4. Amendment History:**

- ☐ There are no previous amendments to this Agreement.  
☒ This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
1	10/28/2024	Additional services required.	\$40,000
2	11/12/2024	Additional services required.	\$50,000

**"DISTRICT"**

By: Gary K. Lym  
Gary K Lym (82/26/2025 09:43 PST)

Name: Gary K. Lym

Title: AUSD Board President

**"CONTRACTOR"**

By: Heather Sobky

Name: Heather Sobky

Title: Chief Operating Officer

**AMENDMENT NO. 2 to Professional Services Agreement**

**Dated July 17, 2024**

This Amendment is entered into on November 12, 2024 between the Alameda Unified School District (District) and ACC Environmental (CONTRACTOR). District entered into a PSA with CONTRACTOR for environmental consulting services for the Wood Middle School Measure B project, and the parties agree to amend that Agreement as follows:

**1. Services**

CONTRACTOR to provide additional services as needed for the project, including but not limited to: Environmental, facilities, and materials testing services by providing all materials, labor, supervision, consultation, sampling, testing, lab work, manifests, documentation, analysis, assessments, technical reports, and characterization of hazardous materials.

CONTRACTOR to provide a proposal for each requested service for acceptance by AUSD prior to beginning work or ordering materials, and shall use the rate sheet included as Exhibit A for any on-call services when/if requested.

**2. Compensation**

Original PSA - \$62,800  
 Amendment No. 1 = \$40,000  
**Amendment No. 2 = \$50,000**  
**Amended PSA - \$152,800.00**


**3. Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

**4. Amendment History:**

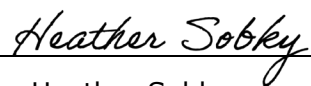
- ☐ There are no previous amendments to this Agreement.  
☒ This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
1	10/28/24	Additional services required	\$40,000

**"DISTRICT"**

By:   
Jennifer Williams (Nov 18, 2024 12:54 PST)  
 Name: Jennifer Williams  
 Title: President, Board of Education

**"CONTRACTOR"**

By:   
 Name: Heather Sobky  
 Title: Chief Operating Officer

Agreed and approved:

**"DISTRICT"**

Date: October 25, 2024

By: Monty Patterson

Monty Patterson  
Senior Director of Construction

Date: October 25, 2024

By: Shariq Khan  
Shariq Khan (Oct 28, 2024 08:16 PDT)

Shariq Khan  
Assistant Superintendent, Business Services

**"CONTRACTOR"**

Date: October 25, 2024

By: Heather Sobky

Heather Sobky  
COO

**AMENDMENT NO. 1 to Professional Services Agreement**

**Dated July 17, 2024**

This Amendment is entered into on October 28, 2024, between the Alameda Unified School District (District) and ACC Environmental (CONTRACTOR). The District entered into a PSA with CONTRACTOR for environmental consulting services for the Wood Middle School Construction Measure B project, and the parties agree to amend that Agreement as follows:

**1. Services**

CONTRACTOR to provide additional services as needed for the project, including but not limited to: Environmental, facilities, geotechnical, and materials engineering and testing services by providing all materials, labor, supervision, consultation, sampling, testing, lab work, manifests, documentation, analysis, assessments, technical reports, and characterization of hazardous materials.

CONTRACTOR to provide a proposal for each requested service for acceptance by AUSD prior to beginning work or ordering materials, and shall use the rate sheet included as Exhibit A for any on-call services when/if requested.

Original contract end date of 12/30/24 shall be extended to 6/30/25.

**2. Compensation**

Original: \$62,800

**Amendment No. 1: NTE \$40,000.00**

**Amended PSA: \$102,800.00**

**3. Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

**4. Amendment History:**

☒ There are no previous amendments to this Agreement.

☐ This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)



**Professional Services Agreement**

This Agreement is entered into between the Alameda Unified School District (AUSD) and ACC Environmental Consultants (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 (include location, dates, to whom services are provided):

ACC to perform Asbestos Abatement Oversight and Air Monitoring services as part of the planned demolition project at the Wood Middle School located at 420 Grand Street in Alameda, California, based on the hazardous materials report provided for the project.

**2. Terms.** The term of this agreement shall be from 07/19/2024 (or the day immediately following approval by the Superintendent or Assistant Superintendent(s) per (Education Code(s) §35161 and §17604) if the aggregate amount CONTRACTOR contracted with AUSD is below \$114,500; or, approval by the Board of Education if the total contract(s) exceeds \$114,500) to 1/30/2025. The work shall be completed no later than 12/30/2024.

**3. Compensation.** 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. **Select one of the following:**

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 hours of service at a rate of \$---- /hour for a total not to exceed \$\_\_\_\_\_.

3.1.3 ☒ Other: Estimated Cost of \$62,800.00.

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 \_\_\_\_\_; 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 AUSD and in that case must be replaced by CONTRACTOR without delay.

**4. Strategic Alignment. Select one of the following:**

4.1 ☒ **School-based Agreements:** How does this service support academic goals and increase student achievement as described in the Board-approved School Site Plan? Create a safe environment for the planned improvement.

4.2 ☐ **Central Office Agreements:** How does this service support the overall strategic goals of the department and increase student achievement? \_\_\_\_\_

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

**5.1 Tuberculosis Screening. Select one of the following:**

5.1.1 ☐ TB Clearance will be completed through AUSD prior to starting work or such records are already on file.

5.1.2 ☐ Agency certifies that they require all employees or subcontractors to complete TB testing and maintain such records.

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 more than eight (8) hours.

My (CONTRACTOR initials)  
MP (AUSD 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 AUSD under this Agreement."

**Fingerprinting of Employees and Agents. Select one of the following:**

- 5.2.1 ☐ Fingerprint Clearance will be completed through AUSD prior to starting work or records are already on file.
- 5.2.2 ☐ Agency or Organization certifies that they require all employees or subcontractors to complete fingerprinting and maintains such records.

- 5.2.3 ☒ **Waiver of Fingerprint Requirement.** CONTRACTOR is not required to comply with section 5.2 as:

☒ CONTRACTOR staff will have no contact or interactions with students outside of the immediate and constant supervision and control of the pupil's parent or guardian or a school employee; or

☐ CONTRACTOR 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 services under this Agreement:

MP (CONTRACTOR initials)

MP (AUSD 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.** The CONTRACTOR shall procure and maintain the following insurance coverage at all times. Failure to provide documentation or maintain coverage during the contract's term will result in termination.

**6.1 Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services in conformance with the laws of the State of California and Federal laws when applicable. Workers' Compensation shall meet statutory requirements and Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per occurrence. **Select one of the following:**

- ☒ The CONTRACTOR is aware of and in compliance of the provisions of Section 3700 of the Labor Code and will provide AUSD proof of coverage before commencing the performance of the work of this Agreement.

\*CONTRACTOR acknowledgement Heather Sobky

- ☐ The CONTRACTOR is exempt from Workers' Compensation Requirements as a Sole proprietor or Independent Contractor with no employees.

**6.2 General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and when applicable, Automobile Liability Insurance (Any Auto) that shall protect the CONTRACTOR and AUSD, from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Service with a minimum requirement of One Million Dollars (\$1,000,000) per occurrence. Certain professional services provided through this Agreement may require higher cover limits as determined by AUSD.

\*CONTRACTOR acknowledgement Heather Sobky

**6.3 Professional Liability Insurance.** If CONTRACTOR is providing AUSD professional or advice or consultation for implementation 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.

☐ **Waiver of Professional Liability Insurance.** CONTRACTOR is not required to maintain professional liability insurance due to the scope of services in this Agreement.

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

\_\_\_\_\_ (AUSD Representative initials)

**6.4 Proof of Carriage of Insurance.** CONTRACTOR shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been provided to AUSD and approved by AUSD. Certificates and insurance policies shall include the following:

**6.4.1** 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 AUSD, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

**6.4.2** An endorsement stating that the AUSD are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that the Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by the AUSD.

**6.4.3** All policies shall be written on an occurrence form.

**6.4.4** 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 AUSD.

**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	CONTRACTOR
Name: <u>Monty Patterson</u>	Name: <u>Heather Sobky</u>
Title: <u>Senior Director of Construction</u>	Title: <u>COO</u>
Address: <u>2060 Challenger Drive</u>	Address: <u>7977 Capwell Drive, Ste 100</u>
<u>Alameda, CA 94501</u>	<u>Oakland, CA 94621</u>
Email: <u>mpatterson@alamedaunified.org</u>	Email: <u>hsobky@accenv.com</u>

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](mailto: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 schools.

**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 AUSD'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. Site Access/Security.** While providing services as set forth in this contract, it may be determined that keys are necessary for access or emergency response. In the event that keys are approved to be issued to the CONTRACTOR, the CONTRACTOR acknowledges and agrees to the responsibility of securely maintaining said keys. The CONTRACTORS' duty, along with its employees or subcontractors if applicable, is to ensure the keys are kept safe, used only for business purposes, and not misused (shared, duplicated, etc.). In the event of any lost or stolen keys, the organization must report the incident to the AUSD in no less than 24 hours. Furthermore, should any contractor be reassigned to another site or their contract with AUSD terminate or expire, all individuals must return all keys to the original issuer on their final day. The CONTRACTOR assumes all liability for re-keying costs at any AUSD school site associated with the use, loss, or failure to return AUSD keys, including the potential of reduced or withheld invoice payments if necessary.

**14. 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.

- 15. 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.
- 16. Indemnification.** CONTRACTOR agrees to defend, indemnify and hold harmless AUSD, its Board, trustees, officers, agents, employees and volunteers from all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the CONTRACTOR or its sub-Contractors, and any other person, firm or corporation furnishing or supplying services, materials or supplies in conjunction with the services of the CONTRACTOR, whether authorized by this Agreement or not. CONTRACTOR further agrees to waive all rights of subrogation against AUSD. The provisions of this article do not apply to any damage or losses caused solely by the negligence or willful misconduct of AUSD or any of its agents or employees
- 17. 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, artworkcopy, 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.
- 18. 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.
- 19. 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.
- 20. 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.
- 21. 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:
- 21.1** Requesting that AUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
  - 21.2** Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor.

- 22. 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.
- 23. Confidentiality.** CONTRACTOR and all personnel designated by CONTRACTOR to perform under this Agreement shall maintain the confidentiality of 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 AUSD any unauthorized access to the student data.
- 24. 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.
- 25. 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.
- 26. 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.
- 27. Agreement Contingent on Governing Board Approval.** The AUSD shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the AUSD's Governing Board, and/or Executive Cabinet as its designee, and no payment shall be owed or made to CONTRACTOR absent formal approval.
- 28. Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document. The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.



- 29. 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.
- 30. 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.
- 31. Force Majeure.** At the AUSD'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 AUSD shall not be responsible for any costs associated with this Agreement while performance is so excused.
- 32. Other.** Additional terms attached or edits to must be approved by AUSD.

I. SITE

**CONTRACTOR**

Print Name & Title: Heather Sobky, COO

CONTRACTOR Signature: Heather Sobky Date: 07/16/2024

**SOURCE OF FUNDS (check appropriate):**

Unrestricted Funds (Fund 01) ☐ Donated Funds ☐ Restricted Funds ☒

**Budget Code:** 21-9504-0-0000-8500-6238-015-77-3037

Monty Patterson 07/17/2024  
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.

**SEND TO:** Business Services

II. HR

Human Resource Approval ☒ Yes ☐ No

[Signature] 07/17/2024  
Signature of Human Resource Administrator Date

III. BOARD DELEGATES

- ☐ 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 (JUL 17, 2024 13:12 PDT) 07/17/2024  
Signature of Superintendent or Assistant Superintendent Date

IV. BOARD

**BOE Approval Required for Contracts Equal To Or Greater Than \$114,500:**

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

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



**AMENDMENT NO. 2 to Professional Services Agreement**  
**Dated September 17, 2024**

This Amendment is entered into on February 11, 2025, between the Alameda Unified School District (District) and ACC Environmental Consultants (CONTRACTOR). District entered into a Professional Services Agreement with CONTRACTOR for environmental consulting services for the Alameda High School Swim Center Measure B project, and the parties agree to amend that Agreement as follows:

**1. Services**

Additional environmental services required, including testing services by providing all materials, training, labor, supervision, consultation, sampling, testing, lab work, manifests, documentation, analysis, assessments, technical reports, and characterization of hazardous materials.

All services to proceed with AUSD accepted proposal or for immediate on-call needs by billing per rates at time of original PSA execution.

Additionally, due to additional project requirements, the end date of 6/30/2025 shall be extended to 12/31/2025.

**2. Compensation**

Original PSA: \$75,000

Amendment No. 1: \$75,000

**Amendment No. 2: \$100,000**

**Amended PSA: \$250,000**

**3. Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

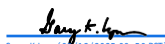
**4. Amendment History:**

☐ There are no previous amendments to this Agreement.

☒ This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)
1	11/12/2024	Additional services required.	\$75,000

**"DISTRICT"**

By:   
\_\_\_\_\_  
Gary K. Lym (650) 727-2825 (88158 PST)

Name: Gary K. Lym

Title: AUSD Board President

**"CONTRACTOR"**

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

Name: Heather Sobky

Title: Chief Operating Officer

**AMENDMENT NO. 1 to Professional Services Agreement**

**Dated September 17, 2024**

This Amendment is entered into on November 12, 2024 between the Alameda Unified School District (District) and ACC Environmental (CONTRACTOR). District entered into a PSA with CONTRACTOR for environmental consulting services for the Alameda High School Swim Center Measure B project, and the parties agree to amend that Agreement as follows:

**1. Services**

CONTRACTOR to provide additional services as needed for the project, including but not limited to: Environmental, facilities, and materials testing services by providing all materials, training, labor, supervision, consultation, sampling, testing, lab work, manifests, documentation, analysis, assessments, technical reports, and characterization of hazardous materials.

CONTRACTOR to provide a proposal for each requested service for acceptance by AUSD prior to beginning work or ordering materials, and shall use the rate sheet (Exhibit A) for on-call services when requested.

**2. Compensation**

Original PSA: \$75,000

**Amendment No. 1: \$75,000**

**Amended PSA : \$150,000.00**

**3. Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

**4. Amendment History:**

☒ There are no previous amendments to this Agreement.

☐ This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)

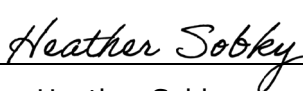
**"DISTRICT"**

By:  \_\_\_\_\_  
Jennifer Williams (Nov 13, 2024 10:29 PST)

Name: Jennifer Williams

Title: President, Board of Education

**"CONTRACTOR"**

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

Name: Heather Sobky

Title: Chief Operating Officer

**Professional Services Agreement**

This Agreement is entered into between the Alameda Unified School District (AUSD) and ACC Environmental Consultants (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 (include location, dates, to whom services are provided):

CONTRACTOR to provide services as needed for the Alameda High School Swim Center Measure B project, including but not limited to:

Environmental, facilities, geotechnical, and materials engineering and testing services by providing all materials, labor, supervision, consultation, sampling, testing, lab work, manifests, documentation, analysis, assessments. and characterization of hazardous materials.

Contractor to provide proposal for each service for acceptance by AUSD for prior to beginning work or ordering materials and shall use the attached rate sheet (Exhibit A) for on-call services when requested.

- 2. Terms.** The term of this agreement shall be from 09/17/2024 (or the day immediately following approval by the Superintendent or Assistant Superintendent(s) per (Education Code(s) §35161 and §17604) if the aggregate amount CONTRACTOR contracted with AUSD is below \$114,500; or, approval by the Board of Education if the total contract(s) exceeds \$114,500) to 06/30/2025. The work shall be completed no later than 06/30/2025.

- 3. Compensation.** 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. **Select one of the following:**

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 hours of service at a rate of \$----/hour for a total not to exceed \$\_\_\_\_\_.

3.1.3 ☒ Other: Total not to exceed 75,000.00.

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 \_\_\_\_\_; 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 AUSD and in that case must be replaced by CONTRACTOR without delay.

**4. Strategic Alignment. Select one of the following:**

4.1 ☐ **School-based Agreements:** How does this service support 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? Ensure a safe environment for major construction project.

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

**5.1 Tuberculosis Screening. Select one of the following:**

5.1.1 ☐ TB Clearance will be completed through AUSD prior to starting work or such records are already on file.

5.1.2 ☐ Agency certifies that they require all employees or subcontractors to complete TB testing and maintain such records.

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 more than eight (8) hours.

HS (CONTRACTOR initials)

MP (AUSD 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 AUSD under this Agreement."

**Fingerprinting of Employees and Agents. Select one of the following:**

- 5.2.1 ☐ Fingerprint Clearance will be completed through AUSD prior to starting work or records are already on file.
- 5.2.2 ☐ Agency or Organization certifies that they require all employees or subcontractors to complete fingerprinting and maintains such records.

- 5.2.3 ☒ **Waiver of Fingerprint Requirement.** CONTRACTOR is not required to comply with section 5.2 as:

☒ CONTRACTOR staff will have no contact or interactions with students outside of the immediate and constant supervision and control of the pupil's parent or guardian or a school employee; or

☐ CONTRACTOR 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 services under this Agreement:

HS (CONTRACTOR initials)

MP (AUSD 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.** The CONTRACTOR shall procure and maintain the following insurance coverage at all times. Failure to provide documentation or maintain coverage during the contract's term will result in termination. See attached in Exhibit C.

**6.1 Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services in conformance with the laws of the State of California and Federal laws when applicable. Workers' Compensation shall meet statutory requirements and Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per occurrence. **Select one of the following:**

- ☒ The CONTRACTOR is aware of and in compliance of the provisions of Section 3700 of the Labor Code and will provide AUSD proof of coverage before commencing the performance of the work of this Agreement.

**\*CONTRACTOR acknowledgement** HEATHER SOBKY

- ☐ The CONTRACTOR is exempt from Workers' Compensation Requirements as a Sole proprietor or Independent Contractor with no employees.

**6.2 General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and when applicable, Automobile Liability Insurance (Any Auto) that shall protect the CONTRACTOR and AUSD, from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Service with a minimum requirement of One Million Dollars (\$1,000,000) per occurrence. Certain professional services provided through this Agreement may require higher cover limits as determined by AUSD.

**\*CONTRACTOR acknowledgement** Heather Sobky

**6.3 Professional Liability Insurance.** If CONTRACTOR is providing AUSD professional or advice or consultation for implementation 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.

☐ **Waiver of Professional Liability Insurance.** CONTRACTOR is not required to maintain professional liability insurance due to the scope of services in this Agreement.

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

\_\_\_\_\_ (AUSD Representative initials)

**6.4 Proof of Carriage of Insurance.** CONTRACTOR shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been provided to AUSD and approved by AUSD. Certificates and insurance policies shall include the following:

**6.4.1** 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 AUSD, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

**6.4.2** An endorsement stating that the AUSD are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that the Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by the AUSD.

**6.4.3** All policies shall be written on an occurrence form.

**6.4.4** 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 AUSD.

**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	CONTRACTOR
Name: <u>Monty Patterson</u>	Name: <u>Heather Sobky</u>
Title: <u>Senior Director of Construction</u>	Title: <u>COO</u>
Address: <u>2060 Challenger Drive</u>	Address: <u>7977 Capwell Drive, Ste 100</u>
<u>Alameda, CA 94501</u>	<u>Oakland, CA 94621</u>
Email: <u>mpatterson@alamedaunified.org</u>	Email: <u>hsobky@accenv.com</u>

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](mailto: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 schools.

**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 AUSD'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. Site Access/Security.** While providing services as set forth in this contract, it may be determined that keys are necessary for access or emergency response. In the event that keys are approved to be issued to the CONTRACTOR, the CONTRACTOR acknowledges and agrees to the responsibility of securely maintaining said keys. The CONTRACTORS' duty, along with its employees or subcontractors if applicable, is to ensure the keys are kept safe, used only for business purposes, and not misused (shared, duplicated, etc.). In the event of any lost or stolen keys, the organization must report the incident to the AUSD in no less than 24 hours. Furthermore, should any contractor be reassigned to another site or their contract with AUSD terminate or expire, all individuals must return all keys to the original issuer on their final day. The CONTRACTOR assumes all liability for re-keying costs at any AUSD school site associated with the use, loss, or failure to return AUSD keys, including the potential of reduced or withheld invoice payments if necessary.

**14. 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.

- 15. 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.
- 16. Indemnification.** CONTRACTOR agrees to defend, indemnify and hold harmless AUSD, its Board, trustees, officers, agents, employees and volunteers from all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the CONTRACTOR or its sub-Contractors, and any other person, firm or corporation furnishing or supplying services, materials or supplies in conjunction with the services of the CONTRACTOR, whether authorized by this Agreement or not. CONTRACTOR further agrees to waive all rights of subrogation against AUSD. The provisions of this article do not apply to any damage or losses caused solely by the negligence or willful misconduct of AUSD or any of its agents or employees
- 17. 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, artworkcopy, 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.
- 18. 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.
- 19. 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.
- 20. 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.
- 21. 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:
- 21.1** Requesting that AUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
  - 21.2** Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor.



- 22. 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.
- 23. Confidentiality.** CONTRACTOR and all personnel designated by CONTRACTOR to perform under this Agreement shall maintain the confidentiality of 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 AUSD any unauthorized access to the student data.
- 24. 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.
- 25. 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.
- 26. 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.
- 27. Agreement Contingent on Governing Board Approval.** The AUSD shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the AUSD's Governing Board, and/or Executive Cabinet as its designee, and no payment shall be owed or made to CONTRACTOR absent formal approval.
- 28. Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document. The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.

- 29. 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.
- 30. 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.
- 31. Force Majeure.** At the AUSD'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 AUSD shall not be responsible for any costs associated with this Agreement while performance is so excused.
- 32. Other.** Additional terms attached or edits to must be approved by AUSD.

## I. SITE

CONTRACTOR **Heather Sobky, COO**

Print Name &amp; Title: \_\_\_\_\_

CONTRACTOR Signature: Heather Sobky Digitally signed by Heather Sobky  
Date: 2024.09.16 16:16:48 -07'00' Date: 9/16/24**SOURCE OF FUNDS (check appropriate):**Unrestricted Funds (Fund 01) ☐ Donated Funds \_\_\_\_\_ Restricted Funds ☒Budget Code: 21-9504-0-0000-8500-6238-022-77-3001Monty Patterson 09/17/2024  
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.

**SEND TO:** Business Services

## II. HR

Human Resource Approval ☒ Yes ☐ No 09/17/2024  
Timothy Erwin (Sep 17, 2024 13:13 PDT)  
Signature of Human Resource Administrator Date

## III. BOARD DELEGATES

- ☐ 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 09/17/2024  
Shariq Khan (Sep 17, 2024 13:15 PDT)  
Signature of Superintendent or Assistant Superintendent Date

## IV. BOARD

**BOE Approval Required for Contracts Equal To Or Greater Than \$114,500:**\_\_\_\_\_  
Signature of President, Board of Education Date\_\_\_\_\_  
Signature of Secretary, Board of Education Date



## 2024 Annual Fee Schedule

(Effective January 1, 2024)

Cost of labor services shall be as follows:

*Labor Classification*

Subject Matter Expert / Expert Witness	\$	1.5x hourly
Principal	\$	350.00
Board Certified Industrial Hygienist	\$	280.00
Professional Engineer	\$	285.00
Professional Geologist	\$	225.00
Senior Project Manager/Designer	\$	207.00
Senior Project Manager/Technical Oversight	\$	207.00
Project Manager / Project Geologist	\$	185.00
Project Coordinator	\$	117.00
Staff Geologist / Engineer	\$	158.00
Project Scientist, Project Hygienist, or Technician, Level II	\$	132.00
(Overtime and/or Nights as defined below)	\$	165.00
(Double-time and/or Weekends as defined below)	\$	198.00
Project Hygienist, or Technician, Level I	\$	122.00
(Overtime and/or Nights as defined below)	\$	153.00
(Double-time and/or Weekends as defined below)	\$	183.00
Trainer	\$	225.00
CAD Draftsperson	\$	130.00

These rates will apply between the hours of 6:00 AM and 8:00 PM Monday through Friday. Overtime (hours in excess of 8 and up to 12 in one working shift) and/or night hours (weekdays, Monday through Thursday 8:00 PM to 6:00 AM) shall be charged at 125% of the base rates above or as indicated under Technician 1/11 classifications. Double-time (hours in excess of 12 in one working shift) and/or Weekend hours (between 8:00 PM Friday and 6:00 AM Monday) shall be charged at 150% of the base rates quoted above or as indicated under Technician 1/11 classifications. In the event that the client requests ACC to respond to an emergency situation (i.e. asbestos spill, etc.) and ACC staff are pre-assigned to an existing project, the emergency response may be billed at 125% to compensate for overtime rates or 150% to compensate for double-time rates. Minimum charge for Technicians shall be four (4) hours per day. All rates stated herein will remain in effect through January 31, 2025. Comparable rates, reflecting prevailing industry standards, will be annually re-negotiated if the contract period is extended.

ALAMEDA UNIFIED SCHOOL DISTRICT  
BOARD AGENDA ITEM

---

**Item Title:** Approval of Individual Service Agreements (ISAs) with Non-Public Schools and Non-Public Agencies

**Item Type:** Consent

**Background:** Each year, Alameda Unified School District’s Special Education Department executes a Nonpublic, Nonsectarian School/Agency Services Master Contract “Master Contract” with Non-Public Schools and Non-Public Agencies to support Special Education students. Through the year, Individual Service Agreements (ISAs) are entered into under the terms and conditions of the Master Contracts which allocate funds for services required to provide support to individual student needs in accordance with the Individuals with Disabilities in Education Act (IDEA).

Below are details of ISAs executed and attached to this agenda item.

(Fund 01) Individual Services Agreement between AUSD and Pine Health for a total of \$12,152.00.  
(Fund 01) Individual Services Agreement between AUSD and Ro Health for a total of \$31,512.00.  
(Fund 01) Amendment No. 1 to Individual Services Agreement between AUSD and The Phillips Academy for an increase of \$224.00 for a new total of \$83,264.00.

ISAs uploaded to this item have been redacted to maintain student confidentiality.

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

**Fund Codes:** 01 General Fund

**Fiscal Analysis**

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

**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

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**ATTACHMENTS:**

Description	Upload Date	Type
☐ ISA_Pine Health_4.29.25	4/25/2025	Backup Material
☐ ISA_Ro Health_4.29.25	4/23/2025	Backup Material
☐ Amendment 1_The Phillips Academy_4.29.25	4/23/2025	Backup Material

# INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC AGENCY SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on 5/1/25, and services may only begin following the date of the final authorized signature. This agreement terminates at 5:00 P.M. on 6/5/25 unless sooner terminated as provided in the Master Contract and by applicable law.

LEA - Alameda Unified School District	(NPA) Pine Health
2060 Challenger Drive Alameda, CA 94501	(Agency) (City, State, Zip) 2999 N 44th St., Suite 220, Phoenix, AZ 85018
Julie Venuto, Coordinator jvenuto@alamedaunified.org Emily Langworth, Contracts/Billing elangworth@alamedaunified.org	(Rep Contact) Adam Boxberger
	(CDE Cont #) 9903791
Address City, State, Zip	(Title of Position) Para4
Parent/Guardian Last, First Name:	(Name(s) of Individual Assigned) Kayla Morales

**The CONTRACTOR shall provide educational services as specified in the IEP and paid as specified below.**

SERVICE	# of Hours or Sessions	Cost per Hourly Rate or Session	Maximum Number of Hours or Sessions	Estimated Maximum Total Cost for Contracted Period
Intensive Individual Services (340)				
Language/Speech Therapy (415)				
Adapted Physical Ed. (425)				
Health and Nursing: Specialized Physical Health Care (435)				
Health and Nursing Services: Other (436)				
Assistive Technology Services (445)				
Occupational Therapy (450)				
Physical Therapy (460)				
Individual Counseling (510)				
Counseling and guidance (515).				
Social Work Services (525)				
Psychological Services (530)				
Behavior Intervention Services (535)	7	56	31	12152.00
Specialized Services for Low Incidence Disabilities (610)				
Specialized Deaf and Hard of Hearing Services (710)				
Interpreter Services (715)				
Audiological Services (720)				
Specialized Vision Services (725)				

SERVICE	# of Hours or Sessions	Cost per Hourly Rate or Session	Maximum Number of Hours or Sessions	Estimated Maximum Total Cost for Contracted Period
Orientation and Mobility (730)				
Braille Transcription (735)				
Specialized Orthopedic Service (740)				
Reader Services (745)				
Note Taking Services (750)				
Transcription Services (755)				
Recreation Services (760)				
College Awareness Preparation (820)				
Vocational Assessment, Counseling, Guidance and Career Assessment (830)				
Career Awareness (840)				
Work Experience Education (850)				
Mentoring (860)				
Agency Linkages (865)				
Other Transition Services (890)				
Other				

**TOTAL ESTIMATED COSTS NOT TO EXCEED 12152**

*Additional services or service hours must be processed as an Amendment to this ISA*

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

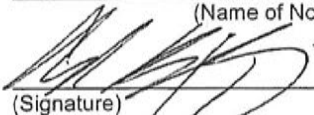
-CONTRACTOR-

-LEA-

Pine Health

ALAMEDA UNIFIED SCHOOL DISTRICT

(Name of Nonpublic Agency)



4/25/2025

(Signature)

(Date)

(Signature)

(Date)

Adam Boxberger, SVP of Operations

(Name and Title)

Kirsten Zazo, Assistant Superintendent of Educational Services

**(CONTRACTS EXCEEDING \$114,800 ARE NOT APPROVED NOR AUTHORIZED TO BEGIN WITHOUT SIGNATURE OF THE BOARD PRESIDENT)**

\_\_\_\_\_  
President, Board of Education  
Alameda Unified School District

(Date)

# INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC AGENCY SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on 12/16/24, and services may only begin following the date of the final authorized signature. This agreement terminates at 5:00 P.M. on 6/5/25, unless sooner terminated as provided in the Master Contract and by applicable law.

LEA - Alameda Unified School District	(NPA) <b>Ro Health</b>
2060 Challenger Drive Alameda, CA 94501	(Address) (City, State, Zip)
<b>Julie Venuto, Coordinator</b> jvenuto@alamedaunified.org <b>Emily Langworth, Contracts/Billing</b> elangworth@alamedaunified.org	(Rep/Contact)
	(CDE Cert #)
Address City, State, Zip	(Title of Position(s))
Parent/Guardian Last, First Name:	(Name(s) of Individual Assigned) <b>Alicia Eskridge</b>

**The CONTRACTOR shall provide educational services as specified in the IEP and paid as specified below.**

SERVICE	# of Hours or Sessions	Cost per Hourly Rate or Session	Maximum Number of Hours or Sessions	Estimated Maximum Total Cost for Contracted Period
Intensive Individual Services (340)				
Language/Speech Therapy (415)				
Adapted Physical Ed. (425)				
Health and Nursing: Specialized Physical Health Care (435)				
Health and Nursing Services: Other (436)				
Assistive Technology Services (445)				
Occupational Therapy (450)				
Physical Therapy (460)				
Individual Counseling (510)				
Counseling and guidance (515).				
Social Work Services (525)				
Psychological Services (530)				
Behavior Intervention Services (535)				
Specialized Services for Low Incidence Disabilities (610)				
Specialized Deaf and Hard of Hearing Services (710)				
Interpreter Services (715)				
Audiological Services (720)				
Specialized Vision Services (725)				



SERVICE	# of Hours or Sessions	Cost per Hourly Rate or Session	Maximum Number of Hours or Sessions	Estimated Maximum Total Cost for Contracted Period
Orientation and Mobility (730)				
Braille Transcription (735)				
Specialized Orthopedic Service (740)				
Reader Services (745)				
Note Taking Services (750)				
Transcription Services (755)				
Recreation Services (760)				
College Awareness Preparation (820)				
Vocational Assessment, Counseling, Guidance and Career Assessment (830)				
Career Awareness (840)				
Work Experience Education (850)				
Mentoring (860)				
Agency Linkages (865)				
Other Transition Services (890)				
Other	6	52	101	31512.00

**TOTAL ESTIMATED COSTS NOT TO EXCEED \$ 31,512.00**

*Additional services or service hours must be processed as an Amendment to this ISA*

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA-

Ro Health

ALAMEDA UNIFIED SCHOOL DISTRICT

(Name of Nonpublic Agency)



4/23/2025

(Signature)

(Date)

(Signature)

(Date)

Alexandria Oleson, Contract Manager  
(Name and Title)

Kirsten Zazo, Assistant Superintendent of Educational Services

**(CONTRACTS EXCEEDING \$114,800 ARE NOT  
APPROVED NOR AUTHORIZED TO BEGIN WITHOUT  
SIGNATURE OF THE BOARD PRESIDENT)**

President, Board of Education  
Alameda Unified School District

(Date)

**Amendment No. 1**  
**Dated: 4/14/2025**

**INDIVIDUAL SERVICE AGREEMENT FOR  
 NONPUBLIC SCHOOL SERVICES**  
 EC. Sections 56365 et seq.

*This agreement is effective on December 6, 2024 or the date student begins attending a nonpublic school, if after the date identified, and terminates at 5:00 P.M. on June 30, 2025, unless sooner terminated as provided in the Master Contract and by applicable law.*

<b>Local Education Agency</b>	Alameda Unified School District	<b>Nonpublic School</b>	The Phillips Academy
<b>LEA/Case Manager</b>	Jorge Wahner	<b>Email</b>	jwahner@alamedaunified.org
<b>Pupil Name</b>			
<b>Address</b>			
<b>DOB</b>			
<b>Parent/Guar.</b>			
<b>Address</b>			

**Agreement Terms:**

<b>1. Nonpublic School: The average number of minutes in the instructional day will be:</b>	360 during the regular school year (RSY)
	240 during the extended school year (ESY)
<b>2. Nonpublic School: The number of school days in the calendar of the school year are:</b>	180 during the regular school year (RSY)
	24 during the extended school year (ESY)

**3. Educational services as specified in the IEP shall be provided by the Contractor and paid at the rates specified below.**

**Daily Rate** **\$318.00**

**A. Inclusive and/or Basic Education Program Rate (applies to nonpublic schools only):**

<b>Estimated Number of Days - Regular SY</b>	180	days x	daily rate	\$318.00	<b>Projected Basic Ed. Costs RSY</b>	<b>\$57,240.00</b>
<b>Estimated Number of Days - Extended SY</b>	24	days x	daily rate	\$318.00	<b>Projected Basic Ed. Costs ESY</b>	<b>\$7,632.00</b>
<b>Total Estimated Basic Education Costs (regular school year and extended school year)</b>						<b>\$64,872.00</b>

**B. Related Services**

Service	Provider	RSY & ESY	Cost per Hour	Individual	Frequency	Group	Frequency	Consult	Frequency	Total
415 Language and Speech	NPS	RSY	\$112.00	0	mins/weekly	0	mins/weekly	120	mins/mo/year	\$224.00
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
Total Cost										\$224.00
Amended Total Basic Education and Related Service Costs :										\$224.00
Original ISA Amount :										\$83,040.00
Total Estimated Maximum Basic Education and Related Services Costs :										\$83,264.00

**4. Other Provisions/Attachments:**

**5. Progress Reporting Requirements:** Quarterly Monthly Other (please specify):  
 x

*The parties hereto have executed this Individual Services Agreement by and through their duly authorize agents or representatives as set forth below.*

**Contractor**  
**The Phillips Academy**

**LEA**  
**Alameda Unified School District**

**Name of Nonpublic School/Agency**

**Name of LEA**

DocuSigned by:

*Esther Cohen*

4/22/2025

Signature 9B821B5A92E64D5...

Date

Dr. Esther Cohen, Executive Director

*Kirsten Zazo*

Kirsten Zazo (04/23/2025 11:02 PDT)

04/23/2025

Signature

Date

Kirsten Zazo, Assistant Superintendent of Educational Services

Signature

Date

President, Board of Education, Alameda Unified School District

(CONTRACTS EXCEEDING \$114,800 ARE NOT AUTHORIZED WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

ALAMEDA UNIFIED SCHOOL DISTRICT  
BOARD AGENDA ITEM

---

**Item Title:** Proclamation: Asian-Pacific Islander Heritage Month - May

**Item Type:** Action

**Background:** Asian-Pacific Islander Heritage Month is celebrated annually during the month of May at the local, state, and national level. With this proclamation, the Board of Education proclaims our respect of the identity and heritage of all students of Asian and Pacific Islander descent.

**AUSD LCAP Goals:** 2a. Support all students in becoming college and career ready.

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

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**ATTACHMENTS:**

	<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
□	Proclamation: Asian Pacific Islander Heritage Month	4/23/2025	Backup Material

**PROCLAMATION**  
***Asian-Pacific Islander Heritage Month***  
***May 2025***

*WHEREAS*, the State of California is home to more than 6,000,000 students of Asian and Pacific Islander descent, kindergarten through grade twelve; and

*WHEREAS*, these students reflect the great diversity of cultures and heritage of the many different countries of Asia and the Pacific Islands; and

*WHEREAS*, despite the hardships and barriers of the past, the people of Asia and the Pacific Islands who came to this country and their descendants have made substantial contributions to California's economic growth and development and have woven clear, distinct threads into the state's social fabric; and

*WHEREAS*, the *History-Social Science Framework for California Public Schools, Kindergarten through Grade Twelve*, states that the history curriculum of the community, state, region, nation, and the world must reflect the experiences of men and women of different racial, religious, and ethnic groups and must be integrated at every level; and

*WHEREAS*, Asian-Pacific Islander Heritage Month is celebrated annually at the local, state, and national levels;

*NOW, THEREFORE, BE IT PROCLAIMED*, that the Alameda Unified School District Board of Education hereby recognizes the month of May as Asian-Pacific Islander Heritage Month.

*PASSED AND ADOPTED* by the following votes this 29<sup>th</sup> day of April, 2025.

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

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

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

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Gary K. Lym, President  
Board of Education  
Alameda Unified School District  
Alameda County, State of California

ATTEST:

By: \_\_\_\_\_  
Pasquale Scuderi, Secretary  
Board of Education  
Alameda Unified School District  
Alameda County, State of California

ALAMEDA UNIFIED SCHOOL DISTRICT  
BOARD AGENDA ITEM

---

**Item Title:** Proclamation: Jewish American Heritage Month - May

**Item Type:** Consent

**Background:** Alameda Unified School District recognizes May as Jewish American Heritage Month and encourages all Alameda families, students, and staff to acknowledge and honor Jewish Americans for their notable accomplishments and outstanding service to the community of Alameda, the State of California, and the nation writ large.

**AUSD LCAP Goals:** 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):**

**Recommendation:**

**AUSD Guiding Principle:** #1 - All students have the ability to achieve academic and personal success.| #4 - Parental involvement and community engagement are integral to student success.

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

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**ATTACHMENTS:**

	<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
□	Proclamation: Jewish American Heritage Month	4/23/2025	Backup Material

**PROCLAMATION**  
***Jewish American Heritage Month***  
***May 2024***

*WHEREAS*, for thousands of years, members of Jewish communities have sustained their strong identity and rich traditions while persevering through persecution, enslavement, forced segregation, and the horrors of the Holocaust; and

*WHEREAS*, since the first Dutch Jew set foot in New Amsterdam in 1654, Jews have been contributing to the culture and history of the United States of America while achieving great success, strengthening the country, and helping shape America through a deep commitment to faith, family, and community; and

*WHEREAS*, in his second year in office, President George Washington wrote a letter to the Touro Synagogue in Newport, Rhode Island, one of the first Jewish houses of worship in the United States of America, reaffirming the nation's commitment to religious freedom and noting that the government of the United States would give "to bigotry no sanction [and] to persecution no assistance" as he also emphasized that all Americans are entitled to "liberty of conscience and immunities of citizenship"; and

*WHEREAS*, it was such a belief that drew generations of Jewish immigrants to the United States of America to rebuild their lives, whether that included Jewish families fleeing pogroms or persecution in Europe during the last century, Holocaust survivors, or Jews trapped behind the Iron Curtain; and

*WHEREAS*, this history has led many Jewish Americans to find common cause with the Civil Rights Movement, and Jewish Americans have continued their strong support for liberty and human dignity thus, uniting to end discrimination in voting, employment, and public accommodation while also supporting equity for women, farmworkers, the disabled, and LGBTQ Americans; and

*WHEREAS*, Jewish Americans, including those in Alameda, continue to contribute to the nation's progress as scientists, teachers, entrepreneurs, members of the Armed Forces, public servants, private citizens, leaders, parents, and citizens in all walks of life; and

*WHEREAS*, the Alameda Unified School District has acknowledged and recognized the urgent need to educate students in the community on Jewish history and culture, and in 2017 AUSD established the Jewish Education Round Table to foster understanding and respect; and

*WHEREAS*, anyone interested in learning more about the heritage and contributions of Jewish Americans as well as other resources should visit [www.JewishHeritageMonth.gov](http://www.JewishHeritageMonth.gov) and the AUSD Jewish Education Round Table at [AlamedaJERT.org](http://AlamedaJERT.org);

*NOW, THEREFORE, BE IT PROCLAIMED* that Jewish American Heritage Month is the time when the rich history of Jewish Americans is celebrated and their contributions to this nation are honored, and thus the Alameda Unified School District Board of Education hereby recognizes May as Jewish American Heritage Month and encourages all Alameda families, students, and staff to acknowledge and honor Jewish Americans for their notable accomplishments and outstanding service to the community of Alameda, the State of California, and the nation writ large.

*PASSED AND ADOPTED* by the following votes this 16th day of April, 2024.

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

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

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

\_\_\_\_\_  
Jennifer Williams, 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:** Proclamation: Employee Appreciation Month - May

**Item Type:** Consent

**Background:** May is Employee Appreciation Month. The Board of Education adopts this proclamation to honor the employees of Alameda Unified School District during the month of May for their outstanding performance, accomplishments, hard work, and dedication to the students of AUSD.

This year's dates to recognize:

May 1, 2025 School Principals Day  
May 6, 2025 National Teacher Appreciation Day  
May 7, 2025 National School Nurse Day  
May 18, 2025 National Speech Pathologist Day  
May 18-24, 2025 Classified Employee Appreciation Week

**AUSD LCAP Goals:**

**Fund Codes:**

**Fiscal Analysis**

**Amount (Savings) (Cost):** N/A

**Recommendation:** Approve as submitted.

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

**Submitted By:** Timothy Erwin, Assistant Superintendent, Human Resources

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**ATTACHMENTS:**

Description	Upload Date	Type
□ Proclamation - Employee Appreciation Month	4/23/2025	Backup Material



**PROCLAMATION**  
***Employee Appreciation Month***  
***May 2025***

*WHEREAS*, the employees of the Alameda Unified School District provide valuable services for the educational welfare of children, youth, and adults; and

*WHEREAS*, education of students is vital to the nation and to the citizens of Alameda who take pride in the achievements of their students; and

*WHEREAS*, the district's dedicated employees provide support and strive for excellence in all areas relative to education; and

*WHEREAS*, the Board of Education wishes to pay tribute to those dedicated individuals who instruct, support, and inspire students in the educational process, in and out of the classroom; and

*WHEREAS*, the following days of appreciation for AUSD employees are acknowledged:

- May 1, 2025                      School Principals Day
- May 6, 2025                      National Teacher Appreciation Day
- May 7, 2025                      National School Nurse Day
- May 18, 2025                     National Speech Pathologist Day
- May 18-24, 2025                Classified Employee Appreciation Week

*NOW, THEREFORE, BE IT PROCLAIMED*, that the Alameda Unified School District Board of Education recognizes May as Employee Appreciation Month and encourages all Alamedans to join us in offering our gratitude and deepest appreciation for those who educate, support, and guide today's learners into becoming tomorrow's leaders.

*PASSED AND ADOPTED* by the following vote this 29<sup>th</sup> day of April 2025:

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

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

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

\_\_\_\_\_  
Gary K. Lym, 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:** Ratification of Contracts Executed Pursuant to Board Policy 3300

**Item Type:** Consent

**Background:** On January 14, 2025, 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 2024-2025.32 further limited the delegation to expenditures of less than \$114,800 and required that the Board of Education ratify the contracts within sixty (60) days of incurring the expense.

1. (Fund 25) Agreement per ITB # 025-077-02 between AUSD and RK Roofing & Construction, Inc. for a total contract price of \$324,109.00. (Various)
2. (Fund 01) Professional Services Agreement between AUSD and Elite Maintenance, Inc. for total services not to exceed \$50,000.00.
3. (Fund 01) Professional Services Agreement between AUSD and COIT Cleaning and Restoration, Inc. for total services not to exceed \$25,000.00.
3. (Fund 01) Professional Services Agreement between AUSD and ePlus Technology Services, Inc. for an hourly rate of \$147.00 with a total not to exceed \$102,900.00 and a mileage reimbursement allowance not to exceed \$1,000.00.
4. (Fund 01) Professional Services Agreement between AUSD and LiveView Technologies, Inc. for a monthly cost of \$3,000 and a total not to exceed \$36,000.00.
5. (Fund 11) Amendment No. 1 to Professional Services Agreement between AUSD and AMS.NET for an increase of \$20,823.08 and a revised total of \$200,823.08.
6. (Fund 25, Fund 40, Fund 13) Combination Building Permit between AUSD and the City of Alameda for a total of \$144,634.85. (FANS Warehouse)

***NOTE: Contract #5 was uploaded at 9:19am on Friday, April 25.***

**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

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
▣ RK Roofing & Construction, Inc	4/23/2025	Backup Material
▣ Elite Maintenance, Inc.	4/23/2025	Backup Material
▣ COIT Cleaning and Restoration	4/23/2025	Backup Material
▣ ePlus Technology Services, Inc.	4/23/2025	Backup Material
▣ LiveView Technologies	4/23/2025	Backup Material
▣ AMS.NET	4/25/2025	Backup Material
▣ City of Alameda	4/23/2025	Backup Material

**DOCUMENT 00 45 10**

**AGREEMENT**

This agreement is made and entered into on \_\_\_\_\_, 2025, by and between the **Alameda Unified School District** ("District") and **RK Roofing & Construction Inc.** ("Contractor") ("Agreement"). The District and the Contractor agree as follows:

1. **The Work:** Contractor shall furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

**Various Sites Roof Repairs**

The Work shall be performed and completed as required in the Contract Documents as defined in the General Conditions including, without limitation, the Drawings and Specifications, under the direction and supervision of, and subject to, the approval of the District or its authorized representative.

2. **The Contract Documents:**

- a. The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. All obligations of the District and Contractor are fully set forth and described in the Contract Documents. The Contract Documents are intended to cooperate so that Work called for in one and not mentioned in the other or vice versa is to be performed the same as if mentioned in all Contract Documents.
- b. **Interpretation of Contract Documents/Order of Precedence:** Questions concerning the intent, precedence, or meaning of the Contract Documents, including the Drawings or Specifications, shall be submitted to the District for interpretation. Inconsistencies in the Contract Documents shall be resolved by giving precedence in the following order:

- (i) District-approved modifications, beginning with the most recent (if any);
- (ii) Agreement;
- (iii) Special Conditions (if any);
- (iv) Supplemental Conditions (if any);
- (v) General Conditions;
- (vi) Remaining Division 0 documents (Documents beginning with "00");
- (vii) Division 1 Documents (Documents beginning with "01");
- (viii) Division 2 (Existing Conditions)
- (ix) Division 7 (Technical Specifications);
- (x) Small-scale drawings.

In case of conflict, the greater quantity and/or higher standard of workmanship shall apply unless the District expressly in writing (e.g., via a Change Order) accepts a lesser quantity or lower quality of workmanship and the Contract Price is adjusted accordingly. The decision of the District in the matter shall be final.

3. **Integration / Modification.** The Contract Documents and any documents specifically incorporated by reference are completely integrated as the complete and exclusive statement of the terms of the Agreement. This Agreement supersedes all previous contracts, agreements, and / or communications, both oral and written, and constitutes the entire understanding of the District and Contractor. No extrinsic evidence whatsoever shall be admissible or used to explain or supplement the terms of the Contract, Contract Documents, or any items incorporated by reference. No changes, amendments or alterations shall be effective unless in writing, signed by both Parties, and unless provided otherwise by the Contract Documents.

4. **Time for Completion:** It is hereby understood and agreed that the Contractor shall complete the Work by August 8, 2025. The District shall not approve an early completion schedule by Contractor. A schedule showing the Work completed in less than the Contract Time indicated in the Contract, shall be considered to have Project Float
5. **Completion-Extension of Time:** If Contractor fails to complete the Work within the Contract Time, due allowance being made for the contingencies provided for herein, Contractor shall become liable to District for all loss and damage that District may suffer on account thereof. Contractor shall coordinate its Work with the work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that allows for timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.
6. **Contract Price:** In consideration of the foregoing covenants, promises, and agreements, Contractor offers, in the amounts stated below, to perform the Work according to the Contract Documents. District covenants, promises, and agrees that it will pay and cause to be paid to Contractor in full, and as the Contract Price the following amount(s):

Three Hundred Thousand One Hundred Nine	Dollars	(\$	300,109.00	)
(Base Contract Amount)				

Twenty Thousand	Dollars	(\$	20,000.00	)
(Allowance) (For damaged roof decking, failed flashings, or other miscellaneous roof accessories)				

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Three Hundred Twenty-Four Thousand One Hundred Nine	Dollars	(\$	324,109.00	)
("Contract Price")				

**THE ABOVE ALLOWANCES ARE WITHIN THE CONTRACT PRICE ONLY TO THE EXTENT CONTRACTOR HAS PERFORMED WORK ENCOMPASSED BY THE ALLOWANCE DESCRIPTION, THE CONTRACTOR HAS APPROPRIATELY INVOICED FOR THAT WORK, AND DISTRICT HAS APPROVED CONTRACTOR'S INVOICE. CONTRACTOR SHALL INVOICE ONLY FOR COMPONENTS OF THE WORK ENCOMPASSED BY THE ALLOWANCE DESCRIPTION, IN THE IDENTICAL STRUCTURE AS A CHANGE ORDER. THE UNUSED PORTION OF EACH ALLOWANCE SHALL BE RETAINED BY THE DISTRICT.**

- a. The Contract Price shall be paid in lawful money of the United States pursuant to the payment provisions in the General Conditions.
- b. The District may, at its sole discretion, increase or decrease the Contract Price by unit prices or alternates contained in Contractor's original bid. If the Bid for the Work included proposal(s) for Alternate Bid Item(s), during Contractor's performance of the Work, the District may elect to add any such Alternate Bid Item(s) if the that item did not form a basis for award of the Agreement or delete any such Alternate Bid Item(s) if that item formed a basis for award of the Agreement. If the District elects to add or delete an Alternate Bid Item(s) pursuant to the foregoing, the cost or credit for that Alternate Bid Item(s) shall be as set forth in the Contractor's Bid, at the District's discretion. If any Alternate Bid Item is added or deleted from the Work pursuant to the foregoing, the Contract Time shall be adjusted by the number of days allocated for the added or deleted Alternate Bid Item in the Contract Documents; if days are not allocated for any Alternate Bid Item added or deleted pursuant to the foregoing, the Contract Time shall be equitably adjusted.
7. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance, and payment and performance bonds.

8. **Performance of Work:** If Contractor fails to perform the Work properly or fails to perform any provisions of this Contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, cure the deficiencies and deduct the cost thereof from the payment then or thereafter due Contractor.
9. **Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. Contractor shall be liable for any delay caused by its non-compliant Work.
10. **Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by Contractor without the written approval of District, nor without the written consent of the Surety on Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
11. **Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type A, B, C-33, or C-61 Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
12. **Payment of Prevailing Wages:** Contractor and all Subcontractors under Contractor shall pay all workers on Work performed pursuant to this Contract 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 Director of the Department of Industrial Relations, State of California, 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.
13. **Contractor & Subcontractor Registration:** Contractor shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including complying with any applicable enforcement by the Department of Industrial Relations.
14. **Authority of Contractor's Representative:** Contractor hereby certifies that its legal representative as defined in the General Conditions and the person(s) it employees on the Project at or above the level of project superintendent, each have the authority to legally bind the Contractor.
15. **Severability:** If any term, covenant, condition, or provision of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

Dated: \_\_\_\_\_, 2025

Dated: \_\_\_\_\_, 2025

**Alameda Unified School District**

**RK Roofing & Construction Inc. Contractor**

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

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

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

Print Name: Kenneth Nwokedi

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

Print Title: CEO

**NOTE:** If the Contractor is a corporation, Contractor must attach a certified copy of the corporation's by-laws, or of the resolution of the Board of Directors of the corporation, authorizing the above person to execute this Agreement and the bonds required by the Contract Documents.

END OF DOCUMENT



**CERTIFICATIONS TO BE COMPLETED BY CONTRACTOR**

**THE UNDERSIGNED MUST CHECK EACH BOX AND EXECUTE THIS FORM AND HEREBY CERTIFIES TO THE GOVERNING BOARD OF THE DISTRICT THAT:**

- He/she is a representative of the Contractor,
- He/she is familiar with the facts herein certified and acknowledged,
- He/she is authorized and qualified to execute this Agreement and these certifications on behalf of Contractor and that by executing this Agreement he/she is certifying the following items.

☒ **Labor Code Sections 1860-1861 (Workers' Compensation).** In accordance with Labor Code section 3700, every contractor will be required to secure the payment of compensation to his or her employees. I acknowledge and certify under penalty of perjury that 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.

☒ **Government Code Sections 8355-8357 (Drug-Free Workplace).** I acknowledge and certify under penalty of perjury that I 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 the actions that 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) Any available 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 by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I also acknowledge that this Contract may be subject to suspension of payments under the contract or grant or termination of the contract or grant, or both, and the contractor or grantee thereunder may be subject to debarment, in accordance with the requirements of the above-referenced statute, if the contracting or granting agency determines that any of the following has occurred:

- (1) The contractor or grantee has made a false certification under Section 8355.
- (2) The contractor or grantee violates the certification by failing to carry out the requirements of subdivisions (a) to (c), inclusive, of Section 8355.

I also acknowledge that the Department of General Services shall establish and maintain a list of individuals and organizations whose contracts or grants have been canceled due to failure to comply with the above-referenced statute. This list shall be updated monthly and published each month. No state agency shall award a contract or grant to a person or organization on the published list until that person or organization has complied with the above-referenced statute.



☒ **Tobacco-Free Environment.** 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 and certify under penalty of perjury that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and acknowledge and 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. The District also prohibits electronic cigarettes, "vaping" or similar product uses on District sites.

☒ **No Hazardous Materials.** I acknowledge and certify under penalty of perjury 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 Hazardous Material"), 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. I have instructed our employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

- (i) 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.
- (ii) All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing "New Hazardous Material," will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

**The Contractor must immediately notify the District within two (2) Business Days, if the Contractor finds and before it disturbs, any material that the Contractor believes may be hazardous waste, as defined in section 25117 of the Health and Safety Code, and requires removal to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law**

I acknowledge and certify under penalty of perjury that this certification provides notice to the Contractor that:

- (1) The Contractor's work may disturb lead-containing building materials.
- (2) The Contractor must notify the District if any work may result in the disturbance of lead-containing building materials.



## Lead as a Health Hazard

Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disburses when paint chips, chalks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

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.

### (i) Overview of California Law

Education Code section 32240 et seq. is known as the Lead Safe Schools Protection Act. Under this act, the Department of Health Services ("DHS") is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 32241.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

Both the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to that regulation. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. It includes, but is not limited to, the following:

- a. Demolition or salvage of structures where lead or materials containing lead are present;
- b. Removal or encapsulation of materials containing lead;
- c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- d. Installation of products containing lead;

- e. Lead contamination/emergency cleanup;
- f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and
- g. Maintenance operations associated with the construction activities described in the subsection.

Because 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).

**The Contractor must notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials must be coordinated through the District. A signed copy of this Certification must be on file prior to beginning Work on the Project, along with all current insurance certificates.**

**(ii) Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act**

In 2008, the U.S. Environmental Protection Agency, issued a rule pursuant to the authority of Section 402(c)(3) of the Toxic Substances Control Act, requiring lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint (Renovation, Repair and Painting Rule). Renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with accredited training, and following the work practice requirements to reduce human exposures to lead.

Contractor, its workers and subcontractors must fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

The requirements apply to all contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

**(iii) Contractor's Liability**

If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure 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 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.

I acknowledge and certify under penalty of perjury, that:

1. I have received notification of potential lead-based materials on the District's property;
2. I am knowledgeable regarding and will comply with all applicable laws, rules, and regulations governing work with, and disposal of, lead.

☒ **Imported Materials.** All soils, aggregate, or related materials ("Fill") that Contractor, a Subcontractor, agent or supplier, in any way, provides or delivers and/or supplies to the Project Site shall be free of any and all hazardous material as defined in section 25260 of the Health and Safety Code, shall satisfy the requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, sections 21000 et seq. of the Public Resources Code ("CEQA"), and shall comply with the requirements of sections 17210 et seq. of the Education Code, including requirements for a Phase I environmental assessment acceptable to the State of California Department of Education and Department of Toxic Substances Control. I acknowledge that, to the furthest extent permitted by California law, the indemnification provisions in the Contract Documents apply to, without limitation, any claim(s) connected with providing, delivering, and/or supplying Fill.

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I acknowledge and certify under penalty of perjury that I am duly authorized to legally bind the Contractor to all provisions and items included in 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: 3/31/25

Proper Name of Contractor: RK Roofing & Construction Inc.

Signature: 

Print Name: Kenneth Nwokedi

Title: CEO

END OF DOCUMENT



**DOCUMENT 00 45 50**

**PREVAILING WAGE AND  
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT/CONTRACT NO.: **Various Sites Roof Repairs (ITB 025-077-02)** between **Alameda Unified School District** (the "District" or the "Owner") and **RK Roofing & Construction, Inc.** (the "Contractor" or the "Bidder") (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 Project including, without limitation, the requirement that it and all of its Subcontractors are registered pursuant to Labor Code section 1771, et seq.

Date: 3/31/25

Proper Name of Contractor: RK Roofing & Construction Inc.

Signature: 

Print Name: Kenneth Nwokedi

Title: CEO

END OF DOCUMENT

DOCUMENT 00 45 55

DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION CERTIFICATION

Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program ("Program") for the construction and/or modernization of school buildings to have a participation goal for disabled veteran business enterprises ("DVBE(s)") of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district on projects that receive state funding.

Section 2001 of the Public Contract Code requires school districts to require each Bidder to provide in its bid certain information about its Subcontractors. In addition to completing this certification as indicated herein, each Bidder must provide the information related to DVBEs as required in the Designated Subcontractors List.

1. **Disabled Veteran Business Enterprise.** A DVBE is a business enterprise certified by the California Office of Small Business as a DVBE.
2. **DVBE Participation Policy.** The District is committed to achieving this DVBE participation goal. The District encourages Contractor to ensure maximum opportunities for the participation of DVBEs in the Work of the Contract.
3. **DVBE Participation Goal.** The three percent (3%) participation goal is not a quota, set-aside or rigid proportion.
4. **Certification of Participation.** At the time of execution of the Contract, the Contractor will provide a statement to the District of anticipated participation of DVBEs in the contract.
5. **Submission of Report.** During performance of the Contract, Contractor shall monitor the Work of the Contract, award of subcontracts and contracts for materials, equipment and supplies for the purpose of determining DVBE participation in the Work of the Contract.
  - a) Contractor shall report on a monthly basis all DVBEs utilized in the performance of the Work, the type or classification of the Work performed by each DVBE, and the dollar value of the Work performed by each DVBE.
  - b) Upon completion of the Work of the Contract, Contractor shall submit a report to the District in the form attached hereto identifying all DVBEs utilized in the performance of the Work, the type or classification of the Work performed by each DVBE, and the dollar value of the Work performed by each DVBE.
    - i) The submission to the District of this report is a condition precedent to the District's obligation to make payment of the Final Payment under the Contract Documents. The submission of this report shall be in addition to, and not in lieu of, any other conditions precedent set forth in the Contract Documents for the District's obligation to make payment of the Final Payment.
    - ii) The District reserves the right to request additional information or documentation from the Contractor evidencing efforts to comply with the three percent (3%) DVBE participation goal.

### DVBE PARTICIPATION REPORT

Contractor Name: RK Roofing & Construction, Inc. Date: 3/31/25

Project Name: Various Sites Roof Repairs Project Number: 025-077-02

DVBE Firm Name	Trade / Portion of Work	Subcontract/ Contract Value
	No subcontractors on this project.	\$0
Add more sheets as needed to include all information for each DVBE		

Does the cumulative dollar value of these DVBE contracts meet or exceed the participation goal of three percent (3%) of the final Contract Price, as adjusted by all change orders?

YES \_\_\_\_\_

NO X - no subcontractors

If your response is "NO," please attach to this report a detailed description of the reasons your firm did not achieve the participation goal of three percent (3%) of the final Contract Price.

I certify and declare under penalty of perjury under the laws of the State of California that all the foregoing information is complete, true, and correct.

Date: 3/31/25

Proper Name of Contractor: RK Roofing & Construction Inc.

Signature: 

Print Name: Kenneth Nwokedi

Title: CEO

END OF DOCUMENT

**CRIMINAL BACKGROUND INVESTIGATION / FINGERPRINTING CERTIFICATION**

The undersigned does hereby certify to the governing board of the District that he/she is a representative of the Contractor, is familiar with the facts herein certified, is authorized and qualified to execute this certificate on behalf of Contractor; and that the information in this Criminal Background Investigation / Fingerprinting Certification is true and correct.

1. **Education Code.** Contractor has taken at least one of the following actions with respect to the Project (check all that apply):

☐ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice ("DOJ") has determined (per the DOJ process for Applicant Agencies described more fully on its website, located at: ) that none of those employees have been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

☒ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of work, a physical barrier at the Project site, that will limit contact between Contractor's employees and District pupils at all times; and/or

☒ Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: Kenneth Nwokedi

Title: CEO

☐ 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.

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: 3/31/25

Proper Name of Contractor: RK Roofing & Construction Inc.

Signature: 

Print Name: Kenneth Nwokedi

Title: CEO

END OF DOCUMENT



**DOCUMENT 00 45 90**

**ROOFING CONTRACT FINANCIAL INTEREST CERTIFICATION (Public Contract Code § 3006)**

PROJECT/CONTRACT NO.: **Various Sites Roof Repairs (ITB 025-077-02)** between **Alameda Unified School District** (the "District" or the "Owner") and **RK Roofing & Construction, Inc.** (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

I, Kenneth Nwokedi [Your Name], RK Roofing & Construction Inc. [Firm Name]  
certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with a roof project contract or subcontract on the Project. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

I, Kenneth Nwokedi [Your Name], RK Roofing & Construction Inc. [Firm Name]  
certify that I do not have, and throughout the duration of the Contract, I will not have, any financial relationship in connection with the performance of the Contract with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I, \_\_\_\_\_ [Your Name], \_\_\_\_\_ [Firm Name]  
have the following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract:

Name of firm ("Firm"): \_\_\_\_\_  
Mailing address: \_\_\_\_\_  
Address of branch office used for this Project: \_\_\_\_\_  
If subsidiary, name and address of parent company: \_\_\_\_\_

For Projects without substantive roofing components, check the following box and execute this certification:

- ☐ The Work on the Contract (1) does not include the replacement or repair of a roof or (2) is a repair of twenty five percent (25%) or less of the roof, (3) or is a repair project that has a total cost of twenty one thousand dollars (\$21,000) or less.

I certify that to the best of my knowledge, the contents of this disclosure are true, or are believed to be true.

Date: 3/31/25  
Proper Name of Contractor: RK Roofing & Construction Inc.  
Signature:   
Print Name: Kenneth Nwokedi  
Title: CEO

END OF DOCUMENT

DOCUMENT 00 61 14

PERFORMANCE BOND (100% of Contract Price)

(Note: Contractors must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Alameda Unified School District, ("District") and RK Roofing & Construction, Inc., ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

**Various Sites Roof Repairs**

which Contract dated March 25, 2025, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, the Principal and United Surety Insurance Company ("Surety") are held and firmly bound unto the Board of the District in the penal sum of:

Three Hundred Twenty-Four Thousand, One Hundred Nine & 00/100 DOLLARS

(\$ 324,109.00), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

In the event the Principal is declared by the District to be in breach or default in the performance of the Contract, then, after written notice from the District to the Surety, as provided for herein, the Surety shall either remedy the default or breach of the Principal or shall take charge of the Work of the Contract and complete the Contract with a Contractor other than the Principal at its own expense; provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the District.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair, replace, and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor's or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

Any claims under this bond may be addressed to the Surety at the following address. This cannot be the Contractor's broker for this bond, but must be an employee of the Surety or the Surety's legal counsel:

United Surety Insurance Company  
303 Congress Street, Suite 502  
Boston, MA 02210

Attention: Claims

Telephone No.: (617) 471 - 1112

Fax No.: ( ) -

E-mail Address: claims@unitedcasualty.com

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 25th day of March, 2025.

Principal

RK Roofing & Construction, Inc.

(Name of Principal)

(Signature of Person with Authority)

Kenneth Nokedi  
(Print Name)

Surety

United Surety Insurance Company

(Name of Surety)

(Signature of Person with Authority)

Jason S. Centrella, Attorney-in-Fact

(Print Name)

Jason S. Centrella, CA Licensed Agent

(Name of California Agent of Surety)

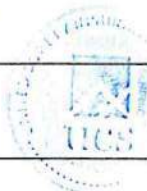
232 Canal Blvd, Suite 4

Ponte Vedra Beach, FL 32082

(Address of California Agent of  
Surety)

(904) 230-1324

(Telephone Number of California Agent of Surety)



**See Attachment  
for Notary**

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT



# CALIFORNIA ACKNOWLEDGEMENT CERTIFICATE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

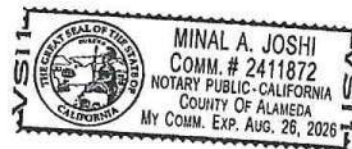
State Of: California  
County Of: Alameda

On 2<sup>nd</sup> April, 2025 before me, MINAL A JOSHI, Notary Public, personally appeared, Kenneth Amgechi Nwokedi who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that she/he/they executed the same in her/his/their authorized capacity(ies), and that by her/his/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

M A Joshi  
Signature: MINAL A JOSHI



Seal

Title of Document: Performance Bond  
Total Number of Pages including Attachment: 2400  
Notary Commission Expiration Date: AUG. 26<sup>TH</sup> 2026  
Notary Commission Number: 2411872

DOCUMENT 00 61 15

PAYMENT BOND -- Contractor's Labor & Material Bond (100% of Contract Price)

(Note: Contractors must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Alameda Unified School District, (or "District") and RK Roofing & Construction, Inc. ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to

**Various Sites Roof Repairs**

which Contract dated March 25, 2025, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to 100 percent (100%) of the Contract price, to secure the claims to which reference is made in the Civil Code of California, including section 9100, and the Labor Code of California, including section 1741.

NOW, THEREFORE, the Principal and United Surety Insurance Company ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the penal sum of:

Three Hundred Twenty-Four Thousand, One Hundred Nine & 00/100 DOLLARS

(\$ 324,109.00), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under sections 9000 through 9566 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 25th day of March, 2025.

Principal

RK Roofing & Construction, Inc.

(Name of Principal)

(Signature of Person with Authority)

Kenneth Nwokedi  
(Print Name)

See Attachment  
for Notary

Surety

United Surety Insurance Company

(Name of Surety)

(Signature of Person with Authority)

Jason S. Centrella, Attorney-in-Fact  
(Print Name)

Jason S. Centrella, CA Licensed Agent

(Name of California Agent of Surety)

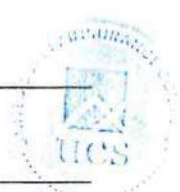
232 Canal Blvd, Suite 4

Ponte Vedra Beach, FL 32082

(Address of California Agent of Surety)

(904) 230-1324

(Telephone Number of California Agent of Surety)



Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

## CALIFORNIA ACKNOWLEDGEMENT CERTIFICATE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State Of: California  
County Of: Alameda

On 2<sup>nd</sup> April, 2025 before me, <sup>MT</sup>MINAL A JOSHI, Notary Public, personally appeared, Kenneth Amguchi Nwokedi who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that she/he/they executed the same in her/his/their authorized capacity(ies), and that by her/his/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Minal A Joshi  
Signature: MINAL A JOSHI



Seal

Title of Document: Payment Bond

Total Number of Pages including Attachment: two

Notary Commission Expiration Date: AUG. 26<sup>TH</sup> 2026

Notary Commission Number: 2411872



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

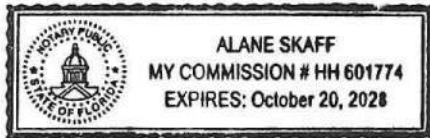
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of ~~California~~ **Florida** )  
County of **St. Johns**

On March 25, 2025 before me, **Alane Skaff**  
*Date Here Insert Name and Title of the Officer*

personally appeared Jason S. Centrella, personally known to me,  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

*Alane Skaff*  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: Payment/Performance Bonds

Document Date: \_\_\_\_\_ Number of Pages: 7 (including notary pages & power of atty)  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Jason S. Centrella

☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☒ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_  
United Surety Insurance Company

☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_





## POWER OF ATTORNEY

172158

KNOW ALL MEN BY THESE PRESENTS: That United Casualty and Surety Insurance Company, a corporation of the State of Nebraska, and US Casualty and Surety Insurance Company and United Surety Insurance Company, assumed names of United Casualty and Surety Insurance Company (collectively, the Companies), do by these presents make, constitute and appoint:

**Jeffery L. Booth, Jason S. Centrella, James E. Feldner, Scott E. Stoltzner, Arthur S. Johnson, Stefan E. Tauger  
Melanie J. Stokes, Alicia Anne Suarez, Alane Skaff**

its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** Three Million Seven Hundred Fifty Thousand & 00/100 Dollars (**\$3,750,000.00**). This Power of Attorney shall expire without further action on December 31<sup>st</sup>, 2026.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Companies at a meeting duly called and held on the 1<sup>st</sup> day of July, 1993:

Resolved that the President, Treasurer, or Secretary be and they are hereby authorized and empowered to appoint Attorneys-in-Fact of the Company, in its name and as its acts to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected Officers of the Company in their own proper persons.

That the signature of any officer authorized by Resolutions of this Board and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereunto affixed, this 13th day of January, 2025



Corporate Seals

**UNITED CASUALTY AND SURETY INSURANCE COMPANY  
US Casualty and Surety Insurance Company  
United Surety Insurance Company**

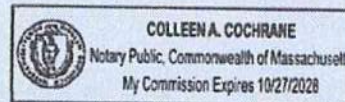
R. Kyle Fowler  
R. Kyle Fowler, Treasurer

Commonwealth of Massachusetts  
County of Suffolk ss:

On this 13th day of January, 2025, before me, Colleen A. Cochrane, a notary public, personally appeared, R. Kyle Fowler, Treasurer of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the Commonwealth of Massachusetts that the foregoing paragraph is true and correct.  
WITNESS my hand and seal.

Colleen A. Cochrane (Seal)  
Notary Public Commission Expires: 10/27/2028



I, Robert F. Thomas, President of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Boston, Massachusetts this 25<sup>th</sup> day of

March, 2025

Corporate Seals



Robert F. Thomas  
Robert F. Thomas, President



TO CONFIRM AUTHENTICITY OF THIS BOND OR DOCUMENT EMAIL: [CONFIRMBOND@UNITEDCASUALTY.COM](mailto:CONFIRMBOND@UNITEDCASUALTY.COM)



**RESOLUTION  
OF THE BOARD OF DIRECTORS OF  
RK ROOFING & CONSTRUCTION INC.**

The undersigned, being all of the members of the Board of Directors of RK ROOFING & CONSTRUCTION INC., a California corporation (the "**Corporation**"), acting in accordance with the applicable provisions of the Corporation's Bylaws adopted July 1, 2024 (the "**Bylaws**") and the laws of the State of California, do hereby waive all notice of the time, place and purpose of a meeting and consent to, approve, and adopt the following resolutions (capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Bylaws):

**NOW, THEREFORE BE IT RESOLVED**, that the Corporation authorizes Kenneth Nwokedi, Chief Executive Officer, to execute the Agreement between RK Roofing & Construction Inc. and Alameda Unified School District for the following project: Various Sites Roof Repairs.

**BE IT FURTHER RESOLVED**, that Kenneth Nwokedi is hereby authorized, empowered and directed to execute and deliver all such consents, certificates, instruments, agreements and other documents and any amendments thereof, and to do all such acts in the name and on behalf of the Corporation as may be necessary or convenient in order to carry out the project.

**IN WITNESS WHEREOF**, the undersigned have hereby executed this Consent as of this 31<sup>st</sup> day of March, 2025.

**BOARD OF DIRECTORS:**

  
\_\_\_\_\_  
Kenneth Nwokedi



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/02/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Built Insurance Brokerage 32133 Lindero Canyon Road Suite 200 Westlake Village CA 91361	<b>CONTACT NAME:</b> Karen Gagnier <b>PHONE (A/C, No, Ext):</b> (805) 413-4331 <b>FAX (A/C, No):</b> (805) 367-4521 <b>E-MAIL ADDRESS:</b> service@builtinsurance.com
<b>INSURED</b> R K Roofing & Construction, Inc. 249 Estudillo Avenue San Leandro CA 94577	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> SCOTTSDALE INSURANCE COMPANY <b>INSURER B:</b> STATE COMPENSATION INSURANCE FUND OF C <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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 type="checkbox"/> LOC OTHER:	Y	Y	RBS0332420	03/09/2025	03/09/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ 0			XLS1229034	03/09/2025	03/09/2026	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	9008358-25	04/01/2025	04/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Various Sites Roof Repairs - Alameda Unified School District

Alameda Unified School District, its trustees, employees and agents, the State of California, the construction managers, project inspectors and architects are named as additional insureds per policy terms and conditions. Excess follows form.

**CERTIFICATE HOLDER****CANCELLATION**

Alameda Unified School District  
2060 Challenger Dr.

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY -  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

For work performed as part of an insured written contract

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
For work performed as part of an insured written contract	Location as part of an insured 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", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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 additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. 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.

**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**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location And Description Of Completed Operations</b>
For work performed as part of an insured written contract	Location as part of an insured 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.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

For work performed as part of an insured written contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
RBS0332420	03/09/2025	R K Roofing & Construction, Inc.	047BZ

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

#### SCHEDULE

Designated Construction Project(s):
All construction projects for which you have agreed in writing in a contract, prior to an <b>occurrence</b> that causes <b>bodily injury</b> , <b>property damage</b> or <b>personal and advertising injury</b> , to provide project aggregate limits.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by an "occurrence" under **SECTION I—COVERAGES, COVERAGE A—BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, or offenses under **COVERAGE B—PERSONAL AND ADVERTISING INJURY LIABILITY** and for all medical expenses covered under **SECTION I—COVERAGES, COVERAGE C—MEDICAL PAYMENTS**, that can be attributed only to ongoing operations at the designated construction project shown in the Schedule above:
- A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  - The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **SECTION I—COVERAGES, COVERAGE A—BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," **SECTION I—COVERAGES, COVERAGE B—PERSONAL AND ADVERTISING INJURY LIABILITY** for "personal and advertising injury," and for medical expenses under **SECTION I—COVERAGES, COVERAGE C—MEDICAL PAYMENTS** regardless of the number of:
    - Insureds;
    - Claims made or "suits" brought; or
    - Persons or organizations making claims or bringing "suits."
  - Any payments made under **SECTION I—COVERAGES, COVERAGE A—BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **SECTION I—COVERAGES, COVERAGE B—PERSONAL AND ADVERTISING INJURY LIABILITY** and for damages or under **SECTION I—COVERAGES, COVERAGE C—MEDICAL PAYMENTS** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction

project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above or by separate endorsement.

4. The limits shown in the Declarations for Each Occurrence, Damage to Premises Rented to You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B. For all sums which the Named Insured becomes legally obligated to pay as damages caused by an "occurrence" under **SECTION I—COVERAGES, COVERAGE A—BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, or offenses under **COVERAGE B—PERSONAL AND ADVERTISING INJURY LIABILITY**, and for all medical expenses caused by an accident under **SECTION I—COVERAGES, COVERAGE C—MEDICAL PAYMENTS**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under **SECTION I—COVERAGES, COVERAGE A—BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **SECTION I—COVERAGES, COVERAGE B—PERSONAL AND ADVERTISING INJURY LIABILITY** for damages, or under **SECTION I—COVERAGES, COVERAGE C—MEDICAL PAYMENTS** for medical expense shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of **SECTION III—LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as set forth in the policy.
- F. The terms and conditions of this endorsement will not apply to any construction project not specifically designated in this endorsement.
- G. This endorsement is only applicable if the designated construction project is identified specifically at the top of this endorsement.
- H. Notwithstanding any of the provisions above or elsewhere in the policy, the maximum amount of all separate per project aggregate payments we will be obligated to indemnify for losses occurring or commencing during this policy term for the separate Construction Project General Aggregate Limits combined will be limited to the sum of five million dollars (\$5,000,000) collectively.

**All other terms, conditions and provisions of the policy remain unchanged.**



AUTHORIZED REPRESENTATIVE

03/13/2025

DATE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/9/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Orr & Associates Insurance Services 28780 Single Oak Dr Ste 255 Temecula CA 92590	<b>CONTACT NAME:</b> Certificates <b>PHONE (A/C, No, Ext):</b> 800-311-3081 <b>E-MAIL ADDRESS:</b> certs@orrandassociates.com	<b>FAX (A/C, No):</b> 800-474-3003
<b>INSURED</b> RK Roofing & Construction, Inc. 249 Estudillo Ave San Leandro CA 94577	<b>License#:</b> 0E63493 RKROOFI-01	
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
INSURER A : United Financial Casualty Co.		11770
INSURER B : Hamilton Select Insurance Inc.		17178
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

**COVERAGES****CERTIFICATE NUMBER:** 1188489862**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
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	983242796	12/28/2024	6/28/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>OCCUR</b> <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> <b>CLAIMS-MADE</b> DED RETENTION \$			ECHS00146506	4/9/2025	3/9/2026	EACH OCCURRENCE AGGREGATE \$ \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$ \$ \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Certificate is subject to policy limits, conditions and exclusions.  
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 named as Additional Insured as per attached endorsement form(s). Umbrella follows form over General Liability policy number RBS0332420, Workers Comp. policy number 9008358-25, and Excess Liability policy number XLS1229034.

RE: Various Sites Roof Repairs  
Contract #: 025-077-02

**CERTIFICATE HOLDER****CANCELLATION**

Alameda Unified School District  
2060 Challenger Dr,  
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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### **Blanket Additional Insured Endorsement**

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This endorsement modifies insurance provided by the Commercial Auto Policy, Motor Truck Cargo Legal Liability Coverage Endorsement, and/or Commercial General Liability Coverage Endorsement, as appears on the **declarations page**. All terms and conditions of the policy apply unless modified by this endorsement.

If **you** pay the fee for this Blanket Additional Insured Endorsement, **we** agree with **you** that any person or organization with whom **you** have executed a written agreement prior to any **loss** is added as an additional **insured** with respect to such liability coverage as is afforded by the policy, but this insurance applies to such additional **insured** only as a person or organization liable for **your** operations and then only to the extent of that liability. This endorsement does not apply to acts, omissions, products, work, or operations of the additional **insured**.

Regardless of the provisions of paragraph a. and b. of the "Other Insurance" clause of this policy, if the person or organization with whom **you** have executed a written agreement has other insurance under which it is the first named **insured** and that insurance also applies, then this insurance is primary to and non-contributory with that other insurance when the written contract or agreement between **you** and that person or organization, signed and executed by **you** before the **bodily injury** or **property damage** occurs and in effect during the policy period, requires this insurance to be primary and non-contributory.

In no way does this endorsement waive the "Other Insurance" clause of the policy, nor make this policy primary to third parties hired by the **insured** to perform work for the **insured** or on the **insured's** behalf.

**ALL OTHER TERMS, LIMITS, AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.**

**Blanket Waiver of Subrogation Endorsement**

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This endorsement modifies insurance provided by the Commercial Auto Policy, Motor Truck Cargo Legal Liability Coverage Endorsement, and/or Commercial General Liability Coverage Endorsement, as appears on the **declarations page**. All terms and conditions of the policy apply unless modified by this endorsement.

If **you** pay the **fee** for this Blanket Waiver of Subrogation Endorsement, **we** agree to waive any and all subrogation claims against any person or organization with whom a written waiver agreement has been executed by the named insured, as required by written contract, prior to the occurrence of any **loss**.

**ALL OTHER TERMS, LIMITS AND PROVISIONS OF THE POLICY REMAIN UNCHANGED.**

# 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 LiveView Technologies, Inc (CONTRACTOR). AUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, account, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR is specially trained, experienced, and competent to provide such services. The parties agree as follows:

1. **Services.** The CONTRACTOR shall provide the following services (include location, dates, to whom services are provided):

Contract 2484(PSA): MOF Yard Video Security Tower

Provide trailer-mounted, solar-powered, D3 LVT Security Tower to expand site security.

Services will include subscription/rental/maintenance for all on-site equipment, basic monthly data package, web-access, tech support, third-party live security management subscription, setup/breakdown, and any shipping and handling fees.

Services further described in the LVT Schedule attached and incorporated into this PSA.

2. **Terms.** The term of this agreement shall be from 3/27/25 (or the day immediately following approval by the Superintendent or Assistant Superintendent(s) per (Education Code(s) §35161 and §17604) if the aggregate amount CONTRACTOR contracted with AUSD is below \$114,800; or, approval by the Board of Education if the total contract(s) exceeds \$114,800) to 4/27/26. The work shall be completed no later than ~~12/31/25~~ 3/27/26.

3. **Compensation.** 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. **Select one of the following:**

- 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 hours of service at a rate of \$\_\_\_\_\_/hour for a total not to exceed \$ \_\_\_\_\_.
- 3.1.3 ☒ Other: Not to exceed \$3,000/month x 12 months = \$36,000.

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 Not Applicable; 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 AUSD and in that case must be replaced by CONTRACTOR without delay.

**4. Strategic Alignment. Select one of the following:**

4.1 ☐ **School-based Agreements:** How does this service support 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? Increase site security for District Maintenance Yard to ensure all tools and other critical facility maintenance and repairs of all District facilities.

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

**5.1 Tuberculosis Screening. Select one of the following:**

5.1.1 ☐ TB Clearance will be completed through AUSD prior to starting work or such records are already on file.

5.1.2 ☐ Agency certifies that they require all employees or subcontractors to complete TB testing and maintain such records.

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 more than eight (8) hours.

JT (CONTRACTOR initials)

BDA (AUSD 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 AUSD under this Agreement."

**Fingerprinting of Employees and Agents. Select one of the following:**

- 5.2.1 ☐ Fingerprint Clearance will be completed through AUSD prior to starting work or records are already on file.
- 5.2.2 ☐ Agency or Organization certifies that they require all employees or subcontractors to complete fingerprinting and maintains such records.

- 5.2.3 ☒ **Waiver of Fingerprint Requirement.** CONTRACTOR is not required to comply with section 5.2 as:
- ☐ CONTRACTOR staff will have no contact or interactions with students outside of the immediate and constant supervision and control of the pupil's parent or guardian or a school employee; or
- ☒ CONTRACTOR 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 services under this Agreement:

JT (CONTRACTOR initials)  
BDA (AUSD 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.** The CONTRACTOR shall procure and maintain the following insurance coverage at all times. Failure to provide documentation or maintain coverage during the contract's term will result in termination.

**6.1 Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services in conformance with the laws of the State of California and Federal laws when applicable. Workers' Compensation shall meet statutory requirements and Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per occurrence. **Select one of the following:**

- ☒ The CONTRACTOR is aware of and in compliance of the provisions of Section 3700 of the Labor Code and will provide AUSD proof of coverage before commencing the performance of the work of this Agreement.

**\*CONTRACTOR acknowledgement**

JT

- ☐ The CONTRACTOR is exempt from Workers' Compensation Requirements as a Sole proprietor or Independent Contractor with no employees.

**6.2 General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and when applicable, Automobile Liability Insurance (Any Auto) that shall protect the CONTRACTOR and AUSD, from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Service with a minimum requirement of One Million Dollars (\$1,000,000) per occurrence. Certain professional services provided through this Agreement may require higher cover limits as determined by AUSD.

**\*CONTRACTOR acknowledgement**

JT



**6.3 Professional Liability Insurance.** If CONTRACTOR is providing AUSD professional or advice or consultation for implementation 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.

☐ **Waiver of Professional Liability Insurance.** CONTRACTOR is not required to maintain professional liability insurance due to the scope of services in this Agreement.

DS  
JT (CONTRACTOR initials)  
BDA  
BA (AUSD Representative initials)

**6.4 Proof of Carriage of Insurance.** CONTRACTOR shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been provided to AUSD and approved by AUSD. Certificates and insurance policies shall include the following:

**6.4.1** 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 AUSD, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

**6.4.2** An endorsement stating that the AUSD are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that the Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by the AUSD.

**6.4.3** All policies shall be written on an occurrence form.

**6.4.4** 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 AUSD.

**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	CONTRACTOR
Name: <u>Brian Addicott</u>	Name: <u>LiveView Technologies, Inc</u>
Title: <u>Director, MOF Department</u>	Title: <u>General Counsel</u>
Address: <u>2060 Challenger Dr</u> <u>Alameda, CA 94501</u>	Address: <u>802 E 1050 S, Suite 300</u> <u>American Fork, UT 84003</u>
Email: <u>baddicott@alamedaunified.org</u>	Email: <u>legal@lvt.com</u>

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](mailto: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 schools.

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 AUSD'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. **Site Access/Security.** While providing services as set forth in this contract, it may be determined that keys are necessary for access or emergency response. In the event that keys are approved to be issued to the CONTRACTOR, the CONTRACTOR acknowledges and agrees to the responsibility of securely maintaining said keys. The CONTRACTORS' duty, along with its employees or subcontractors if applicable, is to ensure the keys are kept safe, used only for business purposes, and not misused (shared, duplicated, etc.). In the event of any lost or stolen keys, the organization must report the incident to the AUSD in no less than 24 hours. Furthermore, should any contractor be reassigned to another site or their contract with AUSD terminate or expire, all individuals must return all keys to the original issuer on their final day. The CONTRACTOR assumes all liability for re-keying costs at any AUSD school site associated with the use, loss, or failure to return AUSD keys, including the potential of reduced or withheld invoice payments if necessary.

**Anti-Discrimination.** It is the policy of AUSD that in connection with all work performed under contracts there be no  
14. 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.

- 15. 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.
- 16. Indemnification.** CONTRACTOR agrees to defend, indemnify and hold harmless AUSD, its Board, trustees, officers, agents, employees and volunteers from all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the CONTRACTOR or its sub-Contractors, and any other person, firm or corporation furnishing or supplying services, materials or supplies in conjunction with the services of the CONTRACTOR, whether authorized by this Agreement or not. CONTRACTOR further agrees to waive all rights of subrogation against AUSD. The provisions of this article do not apply to any damage or losses caused by the negligence or willful misconduct of AUSD or any of its agents or employees
- 17. 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, artworkcopy, 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.
- 18. 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.
- 19. Termination.** 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.
- 20. 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.
- 21. 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:
- 21.1** Requesting that AUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
  - 21.2** Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor.


- 22. Limitation of AUDS Liability.** Other than as provided in this Agreement, AUDS'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 AUDS 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.
- 23. Confidentiality.** CONTRACTOR and all personnel designated by CONTRACTOR to perform under this Agreement shall maintain the confidentiality of 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 AUDS any unauthorized access to the student data.
- 24. Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable AUDS policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of AUDS 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 AUDS'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 AUDS of this information.
- 25. 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.
- 26. 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.
- 27. Agreement Contingent on Governing Board Approval.** The AUDS shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the AUDS's Governing Board, and/or Executive Cabinet as its designee, and no payment shall be owed or made to CONTRACTOR absent formal approval.
- 28. Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document. The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.

- 29. 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.
- 30. 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.
- 31. Force Majeure.** At the AUSD'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 AUSD shall not be responsible for any costs associated with this Agreement while performance is so excused.
- 32. Other.** Additional terms attached or edits to must be approved by AUSD.

## I. SITE

## CONTRACTOR

Print Name & Title: John Thomas Corporate Counsel

Authorized Signature:  Date: 3/31/2025  
DocuSigned by:  
B53111CE01564D6...

## SOURCE OF FUNDS (check appropriate):

Unrestricted Funds (Fund 01) ☐ Donated Funds ☐ Restricted Funds ☒

Budget Code: 01-0000-0-0000-8300-5800-077-77-3022

 Date: 04/14/2025  
Brian Addicott (04/14/2025 13:44 PDT)  
Requesting Administrator Date


## II. HR

Human Resource Approval ☒ Yes ☐ No

 Date: 04/14/2025  
Timothy Erwin (04/14/2025 14:38 PDT)  
Signature of Human Resource Administrator Date

## III. BOARD DELEGATES

- ☐ Superintendent, Pasquale Scuderi  
☐ Assistant Superintendent of Human Resources, Tim Erwin  
☐ Assistant Superintendent of Educational Services, Kirsten Zazo  
☒ Assistant Superintendent of Business Services, Shariq Khan

 Date: 04/14/2025  
Shariq Khan (04/14/2025 16:25 PDT)  
Signature of Superintendent or Assistant Superintendent Date

## IV. BOARD

## BOE Approval Required for Contracts Equal To Or Greater Than \$114,800:

Signature of President, Board of Education Date

Signature of Secretary, Board of Education Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/27/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> IMA, Inc. - Salt Lake City 95 S State Street, Suite 1300 Salt Lake City UT 84111	<b>CONTACT NAME:</b> IMA Wichita Team <b>PHONE (A/C, No, Ext):</b> 316-267-9221 <b>E-MAIL ADDRESS:</b> certs@imacorp.com	<b>FAX (A/C, No):</b>
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Chubb National Insurance Company		10052
<b>INSURER B:</b> Great Northern Insurance Company		20303
<b>INSURER C:</b> Federal Insurance Company		20281
<b>INSURER D:</b> ACE American Insurance Company		22667
<b>INSURER E:</b> Texas Insurance Company		16543
<b>INSURER F:</b> Travelers Casualty and Surety Company of America		31194

**COVERAGES****CERTIFICATE NUMBER:** 1280656212**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	D02075751	12/1/2024	12/1/2025	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 \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	73637940	12/1/2024	12/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	56719586	12/1/2024	12/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	71839537	12/1/2024	12/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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
D E F	Cyber/Tech E&O Excess Cyber/Tech E&O Crime			D02078715 BFLCYETUT01130002143403 106584954	12/1/2024 12/1/2024 12/1/2024	12/1/2025 12/1/2025 12/1/2025	Per Claim \$5,000,000 Per Claim \$5,000,000 Employee Theft Limit Agg \$5,000,000 Agg \$5,000,000 \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Automobile Physical Damage: Policy #73637940; Insurer Great Northern Insurance Company; NAIC #20303; Effective Date 12/1/2024 - 12/1/2025; Comprehensive/Collision Deductibles: On File w/Company.

Certificate Holder and all other parties required by the contract are included as Additional Insured including Ongoing and Completed Operations on the General Liability Policy, if required by written contract or agreement, subject to the policy terms and conditions. Certificate Holder and all other parties required by the contract are included as Additional Insured on the Automobile Liability and Umbrella Liability Policies, if required by written contract or agreement, subject to the policy terms and conditions. This Insurance is Primary & Non-Contributory on the General Liability and Automobile Liability Policies, if required by written contract or agreement, subject to the policy terms and conditions.  
See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

Alameda Unified School District  
Niel Tam Educational Center  
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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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY IMA, Inc. - Salt Lake City		NAMED INSURED LiveView Technologies, Inc. PO Box 971205 Orem UT 84097
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

**ADDITIONAL REMARKS****THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

A Waiver of Subrogation is provided in favor of the Certificate Holder and all other parties required by the contract on the General Liability, Automobile Liability, Umbrella Liability and Workers Compensation Policies, if required by written contract or agreement, subject to the policy terms and conditions.  
Umbrella Liability policy is in excess of the General Liability, Automobile Liability and Employers Liability Policies, subject to the policy terms and conditions.



**COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT**

Named Insured LIVEVIEW TECHNOLOGIES, INC.		
Policy Number D02075751	Policy Period 12-01-2023 to 12-01-2024	Effective Date of Endorsement 12-01-2023
Name of Company CHUBB NATIONAL INSURANCE COMPANY		

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

If any other endorsement attached to this policy amends any provision also amended by this enhancement endorsement, then that other endorsement controls with respect to such provision, and the changes made by this enhancement endorsement with respect to such provision do not apply.

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<b>C. Non-Owned Aircraft Exception</b>
<b>D. Damage To Property – Exception For Equipment Loaned Or Rented To The Insured</b>
<b>E. Electronic Data – Exception For Physical Injury To Tangible Property</b>
<b>F. Pollution – Exception For Damage To Rented Premises Caused By Hostile Fire</b>
<b>G. Personal And Advertising Injury Coverage – Contractual Liability Exception For Insured Contracts</b>
<b>H. Medical Expenses Coverage – Three Years To Report Expenses</b>
<b>I. Supplementary Payments – Increased Limits</b>
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<b>Controlling Interest</b>
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<b>R. In Rem</b>
<b>S. Coverage Territory – Limited Worldwide</b>
<b>T. Insured Contract Amended – Railroad Limitations Removed</b>

**A. Expected Or Intended Injury – Exception For Property Damage Caused By Reasonable Use Of Force**

**Exclusion a. under Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability is deleted and replaced by the following:**

**a. Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured, even if the actual "bodily injury" or "property damage" is of a different degree or type than intended or expected. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**B. Non-Owned Watercraft Under 55 Feet**

Paragraph (2) of Exclusion **g.** under Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

This exclusion does not apply to:

(2) A watercraft you do not own that is:

- (a) Less than 55 feet long; and
- (b) Not being used to carry persons or property for a charge;

**C. Non-Owned Aircraft Exception**

Exclusion **g.** under Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is amended to include the following exception:

This exclusion does not apply to:

(6) An aircraft you do not own provided:

- (a) The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
- (b) It is rented with a trained, paid crew; and
- (c) It does not transport persons or cargo for a charge.

**D. Damage To Property – Exception For Equipment Loaned Or Rented To The Insured**

Exclusion **j.** under Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is amended to include the following exception:

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to equipment rented or loaned to the insured, provided such equipment is not being used to perform any operations at a construction job site.

**E. Electronic Data – Exception For Physical Injury To Tangible Property**

Exclusion **p.** under Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

**p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to:

- (1) "Bodily injury"; or
- (2) Physical injury to tangible property.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**F. Pollution – Exception For Damage To Rented Premises Caused By Hostile Fire**

Exclusion **f.** under Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is amended to include the following exception:

This exclusion does not apply to “property damage” to premises while rented to you or temporarily occupied by you with the permission of the owner and caused by a “hostile fire”, explosion, smoke or leakage from fire protection equipment.

**G. Personal And Advertising Injury Coverage – Contractual Liability Exception For Insured Contracts**

Exclusion e. under Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability** is deleted and replaced by the following:

**e. Contractual Liability**

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a written contract or agreement that is an “insured contract” provided the “personal and advertising injury” is caused by an offense first committed after the execution of the contract or agreement.

**H. Medical Expenses Coverage – Three Years To Report Expenses**

Subparagraph 1.a.(b) under **Section I – Coverage C – Medical Payments** is deleted and replaced by the following:

- (b) The expenses are incurred and reported to us within three years of the date of the accident; and

**I. Supplementary Payments – Increased Limits**

Paragraph 1. under **Section I – Supplementary Payments –Coverages A And B** is deleted and replaced by the following:

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. The cost of:
  - (1) Bail bonds; or
  - (2) Bonds required to:
    - (a) Appeal judgments; or
    - (b) Release attachments;

but only for bond amounts within the available limit of insurance. We do not have to furnish these bonds.

- c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.
- d. All court costs taxed against the insured in the "suit".
- e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- f. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

**J. Who Is An Insured – Subsidiaries Or Newly Acquired Or Formed Organizations – Including New And Existing Subsidiaries, Partnerships, Joint Ventures, Limited Liability Companies**

Paragraph 2. under **Section II – Who Is An Insured** is deleted and replaced by the following:

2. If there is no other insurance available, each of the following is also a Named Insured:

- a. A subsidiary organization of the first Named Insured shown in the Declarations of which, at the beginning of the policy period and at the time of loss, the first Named Insured controls, either directly or indirectly, more than 50 percent of the interests entitled to vote generally in the election of the governing body of such

organization; or

- b.** A subsidiary organization of the first Named Insured shown in the Declarations that the first Named Insured acquires or forms during the policy period, if at the time of loss the first Named Insured controls, either directly or indirectly, more than 50 percent of the interests entitled to vote generally in the election of the governing body of such organization.

**K. Who Is An Insured – Employees Including Incidental Healthcare Professional Services**

Paragraph **3.a.** under **Section II – Who Is An Insured** is deleted and replaced by the following:

**3.** Each of the following is also an insured:

- a.** Your "employees" but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no "employee" is an insured for:
  - (1)** "Bodily injury" or "personal and advertising injury":
    - (a)** To you, to any of your directors, managers, members, "executive officers" or partners (whether or not an "employee") or to any co-"employee" while such injured person is either in the course of his or her employment or while performing duties related to the conduct of your business;
    - (b)** To the brother, child, parent, sister or spouse of such injured person as a consequence of any injury described in Paragraph **(1)(a)** above; or
    - (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of any injury described in Paragraph **(1)(a)** or **(b)** above.

With respect to “bodily injury” only, the limitations described in Paragraph 3.a.(1) above do not apply to:

- (i) You or to your directors, managers, members, “executive officers”, partners or supervisors as insureds;
  - (ii) Your “employees” as insureds, with respect to such damages caused by cardiopulmonary resuscitation or first aid services administered by such an “employee”; or
  - (iii) Your “employees” who are nurses, emergency medical technicians, or paramedics as insureds, with respect to such damages that are caused by providing or failing to provide professional healthcare services, but only if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.
- (2) "Property damage" to any property owned, occupied or used by you or by any of your directors, managers, members, “executive officers” or partners (whether or not an “employee”) or by any of your “employees”. This limitation does not apply to “property damage” to premises while rented to you or temporarily occupied by you with the permission of the owner.

#### **L. Additional Insureds**

Paragraph 3. under **Section II – Who Is An Insured** is amended by including the following:

##### **Controlling Interest**

Any person or organization that has financial control of you or owns, maintains or controls premises while you lease or occupy such premises, but only with respect to their liability arising out of:

- (1) Their financial control of you; or
- (2) Premises they own, maintain or control while you lease or occupy these premises.

However, no such person or organization is an insured with respect to structural alterations, new construction or demolition operations performed by or for that person or organization.

##### **Lessors Of Leased Equipment**

Any person or organization from whom you lease equipment, but only with respect to the maintenance or use by you of such equipment, and only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this Coverage Part. However, no such person or organization is an insured with respect to an “occurrence” that takes place, or an offense that is committed, after the equipment lease ends.

##### **Managers Or Lessors Of Premises**

Any person or organization from whom you lease premises, but only with respect to the ownership, maintenance or use of that particular part of such premises leased to you and only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this Coverage Part. However, no such person or organization is an insured with respect to:

- (1) An “occurrence” that takes place, or an offense that is committed, after you cease to be a tenant in such premises; or
- (2) Any structural alteration, new construction or demolition operations performed by or on behalf of them.

##### **Mortgagee, Assignee Or Receiver**

A mortgagee, assignee or receiver of premises, but only with respect to such mortgagee, assignee or receiver’s liability for “bodily injury”, “property damage” or “personal and advertising injury” arising out of your ownership, maintenance or use of a premises by you. However, no such person or organization is an insured with respect to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

##### **Other Persons Or Organizations Pursuant To A Contract Or Agreement**

Any person or organization that you are obligated pursuant to a contract or agreement to provide with such insurance as is afforded by this policy are insureds.

However, the person or organization is an insured only:

- (1) To the extent such contract or agreement requires the person or organization to be afforded status as an insured;
- (2) For activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- (3) With respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an insured:

- (1) That is more specifically identified under any other provision of **Section II – Who Is an Insured** (regardless of any limitation applicable thereto).
- (2) With respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

#### **Trade Show Event Lessor**

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom you are required to include as an additional insured, but only with respect to such person or organization's liability for "bodily injury", "property damage" or "personal and advertising injury" caused by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations at the trade show event premises during the trade show event.

However, no such person or organization is an insured with respect to "bodily injury" or "property damage" included within the "products-completed operations hazard".

#### **Vendors**

Any person or organization who is a vendor of "your products", but only with respect to liability for "bodily injury" or "property damage" resulting from the distribution or sale of "your product" in the regular course of their business. However, no such person or organization is an insured with respect to any:

- (1) Assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages for "bodily injury" or "property damage" that such person or organization would have in the absence of such contract or agreement;
- (2) Representation or warranty unauthorized by you;
- (3) Physical or chemical change in "your product" made intentionally by the vendor;
- (4) Repackaging, except when 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;
- (5) 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 "your product";
- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of "your product"; or
- (7) Of "your products" which, after distribution or sale by you, have been labeled or relabeled or used as a container, ingredient or part of any other thing or substance by or for the vendor.

Further, no person or organization is an insured from whom you have acquired "your product", or any ingredient, part or container entering into, accompanying or containing "your product".

#### **Limitations Applicable To Additional Insureds**

With respect any person or organization that qualifies as an additional insured under paragraph **L.** above, the following limitations apply to such insured:

- (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.

#### **Limits Of Insurance Applicable to Additional Insureds**

With respect any person or organization that qualifies as an additional insured under paragraph **L.** above, 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;

whichever is less.

However, the above paragraph shall not increase the applicable limits of insurance.

#### **M. Medical Expense Limit – \$15,000**

Paragraph 7. under **Section III – Limits Of Insurance** is amended by including the following:

The Medical Expense Limit is the greater of:

- a. \$15,000; or
- b. The amount shown in the Declarations for the Medical Expense Limit.

#### **N. Knowledge/Notice Of Occurrence**

Paragraph 2. under **Section IV – Commercial General Liability Conditions** is amended to include the following:

- f. Knowledge of an “occurrence” or offense by an agent or “employee” of the insured will not constitute knowledge by the insured, unless an “executive officer” (whether or not an “employee”) of any insured or an “executive officer’s” designee knows about such “occurrence” or offense.
- g. Failure of an agent or “employee” of the insured, other than an “executive officer” (whether or not an “employee”) of any insured or an “executive officer’s” designee, to notify us of an “occurrence” or offense that such person knows about will not affect the insurance afforded to you.
- h. If a claim or loss does not reasonably appear to involve this insurance, but it later develops into a claim or loss to which this insurance applies, the failure to report it to us will not violate this condition, provided the insured gives us immediate notice as soon as the insured is aware that this insurance may apply to such loss or claim.

#### **O. Primary And Non-Contributory**

Subparagraph 4.a. under **Section IV – Commercial General Liability Conditions** is amended to include the following:

However, if you are obligated to a written contract or agreement to provide a person or organization that is included in **Section II – Who Is an Insured** with primary insurance such as is afforded by this policy, then this insurance is primary and we will not seek contribution from insurance available to such person or organization.

#### **P. Unintentional Failure To Disclose Hazards**

Paragraph 6. under **Section IV – Commercial General Liability Conditions** is amended to include the following:

Unintentional failure of an “employee” of the insured to disclose a hazard or other material information will not violate this condition, unless an “executive officer” (whether or not an “employee”) of any insured knows about such hazard or other material information.

#### **Q. Waiver Of Subrogation Required By Contract**

Paragraph 8. under **Section IV – Commercial General Liability Conditions** is deleted and replaced by the



following:

**8. Waiver Of Subrogation Required By Contract**

We will waive the rights of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the insured has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the insured's rights to recover all or part of any payment made under this Coverage Part have not been waived, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This paragraph does not apply to Coverage C.

**R. In Rem**

The following is added to **Section IV – Commercial General Liability Conditions**:

Any "suit" brought as an action In Rem against any watercraft owned or operated by or for the insured shall in all respects be treated in the same manner as though such "suit" were brought against the insured.

**S. Coverage Territory – Limited Worldwide**

Paragraph 4. under **Section V – Definitions** is deleted and replaced by the following:

**4. "Coverage territory" means all parts of the world.**

However, "coverage territory" does not include any:

- a.** "Bodily injury" or "property damage" that takes place or any offense committed outside of the United States of America (including its possessions and territories), Canada and Puerto Rico, unless the insured's responsibility to pay damages is determined by a "suit" on the merits that is brought in the United States of America (including its possessions and territories), Canada or Puerto Rico; or
- b.** Injury or damage in connection with any "suit" brought outside the United States of America (including its possessions and territories), Canada and Puerto Rico.

**T. Insured Contract Amended – Railroad Limitations Removed**

Paragraph 9. under **Section V – Definitions** is deleted and replaced by the following:

**9. "Insured contract" means:**

- a.** A lease of premises;
- b.** A sidetrack agreement;
- c.** An easement or license agreement;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement; or
- f.** Any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for such municipality) in which you assume the tort liability of another person or organization to pay damages, to which this insurance applies, sustained by a third person or organization.

"Insured contract" does not include that part of any contract or agreement that indemnifies an architect, engineer or surveyor for damages arising out of:

- (1)** Preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, field orders, change orders, designs or specifications; or
- (2)** Giving directions or instructions, or failing to give them.

All Other Terms And Conditions Remain Unchanged.



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Authorized Representative

**ADDITIONAL INSURED – SCHEDULED PERSON OR ORGANIZATION**

Named Insured LIVEVIEW TECHNOLOGIES, INC.		
Policy Number D02075751	Policy Period 12-01-2023 to 12-01-2024	Effective Date of Endorsement 12-01-2023
Name of Company CHUBB NATIONAL INSURANCE COMPANY		

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
EMPLOYEE BENEFITS LIABILITY COVERAGE FORM

**SCHEDULE**

<b>Person Or Organization:</b>
Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.
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 or organization shown in the Schedule, but only if you are required by a contract or agreement to provide such insurance as is afforded by this Coverage Part. However, the person or organization shown in the Schedule is an additional insured only:
1. If and then only to the extent the person or organization is described in the Schedule;
  2. To the extent such contract or agreement requires the person or organization to be afforded status as an additional insured;
  3. For activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
  4. With respect to damages, loss, cost or expense for injury or damage to which this Coverage Part applies.

No person or organization is an insured under this provision:

1. That is more specifically identified under any other provision of **Section II – Who Is An Insured** (regardless of any limitation applicable thereto).
  2. With respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this Coverage Part applies, that the person or organization would have in the absence of such contract or agreement.
- B.** With respect any person or organization that qualifies as an additional insured in this endorsement, the following limitations apply to such insured:
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.

- C.** 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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

- D.** The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to the additional insured shown in the Schedule provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All Other Terms And Conditions Remain Unchanged.



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Authorized Representative

**DESIGNATED LOCATION OR DESIGNATED PROJECT LIMIT WITH COMBINED  
TOTAL AGGREGATE**

Named Insured LIVEVIEW TECHNOLOGIES, INC.		
Policy Number D02075751	Policy Period 12-01-2023 to 12-01-2024	Effective Date of Endorsement 12-01-2023
Name of Company CHUBB NATIONAL INSURANCE COMPANY		

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**SCHEDULE**

<p><b>Designated Location :</b></p>  <p><b>Designated Project:</b></p>  <p><b>Combined Total Aggregate Limit:</b> \$2,000,000</p>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** Subject to the Combined Total Aggregate Limit shown in the Schedule above, for the sum of all damages that the insured becomes legally obligated to pay for all "bodily injury" and "property damage" caused by "occurrences" under Section I – Coverage A and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to a single designated "location" owned by or rented to you or operations at a single designated "project" shown in the Schedule above:
1. A separate General Aggregate Limit will apply to each "location" or each "project" shown in the Schedule above, and that limit is equal to the General Aggregate Limit shown in the Declarations.
  2. Subject to the Each Occurrence Limit and all other applicable limits, the separate General Aggregate Limit is the most we will pay for the sum of all damages for "bodily injury" or "property damage" under Coverage A, except in connection with "bodily injury" or "property damage" included in the "products-completed operations hazard" and for medical expenses under Coverage C regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits"
  3. Any payments made under Coverage A or under Coverage C shall reduce the separate General Aggregate Limit for that "location" or "project". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce the separate General Aggregate Limit for any other "location" or "project" shown in the Schedule above.
  4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable separate General Aggregate Limit.
- B.** Subject to the Combined Total Aggregate Limit shown in the Schedule above, for the sum of all damages that the insured becomes legally obligated to pay for all "bodily injury" or "property damage" caused by occurrences under

Section **I** – Coverage **A** and for all medical expenses caused by accidents under Coverage **C**, which cannot be attributed only to operations at a single "location" or a single "project" shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit; and
  2. Such payments shall not reduce the separate General Aggregate Limit applicable to a single "location" or a single "project".
- C. Subject to the separate General Aggregate Limit and all other applicable limits, the Combined Total Aggregate Limit shown in the Schedule above is the most we will pay for the combined sum of amounts described above, regardless of the number of "locations" or "projects".
- D. Any payments we make for "bodily injury" or "property damage" included in the products-completed operations hazard will reduce the Products-Completed Operations Aggregate Limit regardless of the number of "locations" or "projects", and not reduce the General Aggregate Limit nor the separate General Aggregate Limit applicable to a single "location" or a single "project".
- E. If the applicable "project" has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the "project" will still be deemed to be the same "project". "Project" shall be deemed to include, collectively, all "locations" and sites on which you are performing operations that are called for in the applicable contracts or agreements pertaining to such "project".
- F. For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definitions:
- "Location" means premises involving the same or connecting lots, or premise whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- "Project" means a project (taking place away from premises owned by or rented to you) on which you are performing operations.
- G. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

All Other Terms And Conditions Remain Unchanged.



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Authorized Representative

## COMMERCIAL AUTOMOBILE

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

#### **BUSINESS AUTO COVERAGE FORM**

This endorsement modifies the Business Auto Coverage Form.

##### **1. EXTENDED CANCELLATION CONDITION**

Paragraph A.2.b. – CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

##### **2. BROAD FORM INSURED**

###### **A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds**

The Named Insured shown in the Declarations is amended to include:

- 1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- 2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is an "insured" under any other automobile policy;
  - (b) That has exhausted its Limit of Insurance under any other policy; or
  - (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

###### **B. Employees as Insureds**

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or

borrow in your business or your personal affairs.

##### **C. Lessors as Insureds**

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
  - (1) The agreement requires you to provide direct primary insurance for the lessor; and
  - (2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
    - 1. You;
    - 2. Any of your "employees" or agents; or
    - 3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

##### **D. Persons And Organizations As Insureds Under A Written Insured Contract**

Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured". However, such person or organization is an "insured" only:



- (1) with respect to the operation, maintenance or use of a covered "auto"; and
- (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
  - (a) You executed the "insured contract" or written agreement; or
  - (b) The permit has been issued to you.

**3. FELLOW EMPLOYEE COVERAGE**

EXCLUSION B.5. - FELLOW EMPLOYEE – of SECTION II – LIABILITY COVERAGE does not apply.

**4. PHYSICAL DAMAGE – ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**

Paragraph A.4.a. – TRANSPORTATION EXPENSES – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day for temporary transportation expense, subject to a maximum limit of \$1,000.

**5. AUTO LOAN/LEASE GAP COVERAGE**

Paragraph A. 4. – COVERAGE EXTENSIONS - of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

**c. Unpaid Loan or Lease Amounts**

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
  - a. Overdue loan/lease payments at the time of the "loss";
  - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - c. Security deposits not returned by the lessor;
  - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
  - e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:

1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

**6. RENTAL AGENCY EXPENSE**

Paragraph A. 4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

**d. Rental Expense**

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

**MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:**

1. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
2. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
3. \$2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
4. \$7,500 maximum total amount for paragraphs 1., 2. and 3. combined.

**7. EXTRA EXPENSE – BROADENED COVERAGE**

Paragraph A.4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

**e. Recovery Expense**

We will pay for the expense of returning a stolen covered "auto" to you.

**8. AIRBAG COVERAGE**

Paragraph B.3.a. - EXCLUSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

**9. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE**

Paragraph C.1.b. – LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:

- b. \$2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
  - (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
  - (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
  - (3) An integral part of such equipment.

**10. GLASS REPAIR – WAIVER OF DEDUCTIBLE**

Under Paragraph D. - DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

**11. TWO OR MORE DEDUCTIBLES**

Paragraph D.- DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same “accident”, the following applies:

1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

**12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- a. In the event of “accident”, claim, “suit” or “loss”, you must promptly notify us when the “accident” is known to:
  - (1) You or your authorized representative, if you are an individual;
  - (2) A partner, or any authorized representative, if you are a partnership;
  - (3) A member, if you are a limited liability company; or
  - (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

Knowledge of an “accident”, claim, “suit” or “loss” by other persons does not imply that the persons listed above have such knowledge. Notice to us should include:

- (1) How, when and where the “accident” or “loss” occurred;
- (2) The “insured’s” name and address; and
- (3) To the extent possible, the names and addresses of any injured persons or witnesses.

**13. WAIVER OF SUBROGATION**

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for “loss” to which this insurance applies, provided the “insured” has waived

their rights of recovery against such person or organization under a contract or agreement that is entered into before such “loss”.

To the extent that the “insured’s” rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after “accident” or “loss” to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

**14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

Paragraph B.2. – CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV – BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

**15. AUTOS RENTED BY EMPLOYEES**

Paragraph B.5. - OTHER INSURANCE of SECTION IV – BUSINESS AUTO CONDITIONS - is amended to add the following:

- e. Any “auto” hired or rented by your “employee” on your behalf and at your direction will be considered an “auto” you hire. If an “employee’s” personal insurance also applies on an excess basis to a covered “auto” hired or rented by your “employee” on your behalf and at your direction, this insurance will be primary to the “employee’s” personal insurance.

**16. HIRED AUTO – COVERAGE TERRITORY**

Paragraph B.7.b.(5). - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- (5) A covered “auto” of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

**17. RESULTANT MENTAL ANGUISH COVERAGE**

Paragraph C. of - SECTION V – DEFINITIONS is deleted and replaced by the following:

“Bodily injury” means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the “bodily injury” sustained by that person.

**UTAH WAIVER OF SUBROGATION ENDORSEMENT**

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

**Schedule**

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **12-01-23** Policy No. **71839537**

Insured **LIVEVIEW TECHNOLOGIES, INC.**

Endorsement No.

Premium \$ **Incl.**

Insurance Company **Chubb National Insurance Company**

Countersigned By \_\_\_\_\_

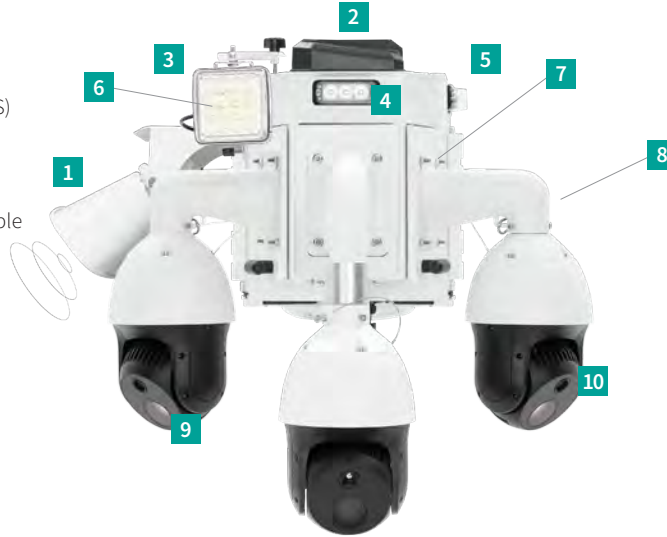
# D3 SECURITY

DISCOVER, DETER, DEFEND

LMT

## KEY FEATURES

- Cloud-based automated alerts (email, SMS)
- Active deterrence (flood light, two-way speaker, strobe lights)
- Live streaming and 24/7 recording accessible through cellular connectivity
- Thermal analytics detect day and night
- Self-sufficient power management with tamper-resistant battery backup
- iOS and Android apps
- Optional live monitoring services
- Control camera access and add or remove users at any time



1. LOUDSPEAKER
2. ANTENNA
3. STROBE LIGHT (L)
4. STROBE LIGHT CENTER
5. STROBE LIGHT (R)
6. FLOOD LIGHT
7. EDGE CONTROLLER 2TBSSD (INSIDE)
8. TOOL-LESS INSTALLATION
9. OPTICAL CAMERA
10. THERMAL CAMERA

The D3 Live Unit is a cutting-edge, cloud-based security system. It provides a turn-key mobile solution for perimeter detection, deterrence, and alert-based monitoring. It is completely portable and is easy to deploy, relocate, or remove because it does not require hardwired connections. Instead, The D3 Live Unit combines solar power and batteries with cellular connectivity and proprietary software to protect your property.

## TECHNICAL SPECIFICATIONS

WEIGHT	1,900 lbs
SUSPENSION	3,500 lbs axle & springs
TIRE SIZE	13"
POWER	24 V DC @ 24 watts (disarmed) @ 35 watts (armed) @ 100 watts (max, floodlight on)
SOLAR GENERATION	800 watts
BATTERY CAPACITY	460 AH

## MEASUREMENTS

	LENGTH	WIDTH	HEIGHT
DEPLOYED	103"	96"	264"
TRANSPORT	100"	68"	102"
TOW	135"	68"	102"



# MSLA SCHEDULE



This **Schedule**, including the attached **Quote**, together with that certain Master SaaS and Service Level Agreement by and between LiveView Technologies, Inc. ("**LVT**") and Alameda Unified School District ("**Customer**") dated as of 3/13/2025 ("**MSLA**"), sets forth the terms and conditions under which LVT will provide Customer with the products and services set forth on the Quote below ("**Services**").

By executing this Schedule, Customer agrees to subscribe to the Services and to be bound by the terms and conditions of the MSLA. The MSLA is legally binding on Customer and Customer's end users and governs their subscription to and use of the Services. Customer should carefully read the MSLA before executing and submitting this Schedule. This Schedule and the MSLA will not be binding on LVT until LVT confirms acceptance by executing this Schedule.

The person executing and submitting this Schedule hereby represents and warrants to LVT that they have the legal authority to bind the Customer to the Schedule and MSLA. Upon LVT's acceptance of this Schedule, this Schedule and the MSLA represent the entire agreement between the Customer and LVT regarding the provision of Services by LVT to Customer.

Agreed and Accepted on \_\_\_\_\_  
**Alameda Unified School District**

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
[Title]

Agreed and Accepted on \_\_\_\_\_  
**LiveView Technologies, Inc.**

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
[Title]



802 E 1050 S  
American Fork, UT 84003  
Phone: (801) 221-9408  
DUNS Number: 196941160  
Federal Tax ID (EIN): 20-2350309  
Email: ar@lvt.com

**Order Form #:** Q-31229  
**Date:** 3/13/2025  
**Expires On:** 4/12/2025  
**Payment Schedule:** Monthly  
**Payment Terms:** Net 30

**Subscription Details**  
**Subscription Term (Months):**  
**MSA:** Negotiated MSLA  
**Start Date:** 4/5/2025  
**End Date:** 4/4/2026  
**The period between the Start Date and End Date is the "Term".**

**Company:**  
Alameda Unified School District  
Brian Addicott  
2060 Challenger Dr  
Alameda, California 94501-1037  
United States

**Prepared By:**  
Easton Llewelyn  
Customer Service Manager  
easton.llewelyn@liveviewtech.com

For information on LVT's licenses,  
please see <https://www.lvt.com/licenses>

Alameda Unified					
	MSRP	QTY	Monthly Total / unit	Term Total / unit	Contract Total
Subscription	\$3,495.00	1.00	\$2,500.00	\$30,000.00	\$30,000.00
Mobile Mounting Structure - Solar - White	\$0.00	1.00	\$0.00	\$0.00	\$0.00
ARS-Standard	\$350.00	1.00	\$350.00	\$4,200.00	\$4,200.00
Subtotal (pre-tax):	\$3,845.00			\$34,200.00	\$34,200.00

#### Quote Total:

Pre-Tax Quote Total: **\$34,200.00**

#### Marketing Terms

N/A

#### Equipment Relocation/Shipping Costs

Both offsite and onsite relocations are subject to a relocation setup fee of \$400.00 plus applicable shipping.

#### Data Usage Charges

All quoted prices are listed pre-tax. LVT will make the Services available through the use of cellular data connectivity. Unless otherwise agreed to in writing, customer will have access to 5 gigabytes of cellular data

per month for a standard LVT Omni unit. Customer will have access to 15 gigabytes of cellular data per month for a LVT D3 security unit. Data usage will be reset to zero on the first day of each month. Customers who go over their data usage will be charged \$10.00 per gigabyte.

Third-Party Alert Response Services Packages

**ARS-STANDARD** - Up to 12 hours of alerting. Intermittent traffic. Will use audio for non-threatening alerts. Up to 15 alerts per day.

**ARS-EXPANDED** - More than 12 hours of alerting. High traffic. Alerts for general surveillance and loitering are expected. 15-50 alerts per day.



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

**AMENDMENT NO.1 to Professional Services Agreement**

**Dated July 1, 2024**

This Amendment is entered into on April 29, 2025, between the Alameda Unified School District (District) and AMS.NET (CONTRACTOR). The District entered into a PSA with CONTRACTOR to provide the materials/equipment and installation of various district-wide technology systems, and the parties agree to amend that Agreement as follows:

**1. Services**

CONTRACTOR to install an intercom, camera, badge reader, electronic door release, and an open door indicator at the Alameda Adult School entry on the Alameda High School campus for access control to the building.

**2. Compensation**

Original PSA: \$180,000.00

Amendment No. 1: **20,823.08**

**Amended PSA: \$200,823.08.**

**3. Remaining Provisions:** All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

**4. Amendment History:**

☒ There are no previous amendments to this Agreement.

☐ This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)

**"DISTRICT"**

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

Name: Gary K. Lym  
Title: President, Board of Education

**CONTRACTOR"**

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

Name: *Diana Monaghan*  
Title: *Secretary*



## Building Official

2263 Santa Clara Ave. Room 190  
Alameda, CA 94501

## PERMIT APPLICATION

### Building

510.747.6800 • TDD: 510.522.7538  
Business Hours: 7:30 a.m.–5:00 p.m., M–Thur

☐ Residential / ☒ Non-Residential | ☐ Exterior Work / ☐ Interior Work |

Job Address: 250 Singleton Avenue

Owner's Name: Alameda Unified School District

Owner's Address: 2060 Challenger Drive

City: Alameda State: CA Zip: 94501

Total Project Square Feet: 12,000

#### Work Description:

New, prefabricated metal warehouse building to be used for district storage on an existing site currently occupied by the maintenance and operations department for the school district. Associated sitework including parking and stormwater management systems is included. A future phase for a new central kitchen building and street improvements is part of the design review approval and will be completed at a later date.

☒ New Floor Area / ☐ New Habitable Space

Permit # \_\_\_\_\_

Date: 3/4/2025

Job Valuation: \$ 4,000,000

If Job Valuation is under \$100,000, all debris will be:

☐ Self-hauled in fixed-body truck by applicant or employee performing work where waste removal is incidental to project.

☐ Hauled by Alameda County Industries 510-483-1400.  
\*If Job Valuation is \$100,000 and over, ask about GreenHalo.

#### Planning Staff Use Only:

Built Before 1942 ☐ Yes ☐ No

Design Review Required ☐ Yes ☐ Exempt

Planner: \_\_\_\_\_ Date: \_\_\_\_\_

**APPLICANT:** I certify that I have read the application and state that the information given is true and correct. I agree to comply with all local ordinances and state laws relating to building construction and I make this statement under penalty of law. I hereby authorize representatives of the City of Alameda to enter upon the above-mentioned property for inspection purposes, except in those construction projects where the Building Official, due to the nature of the project, deems these limitations to be unreasonable. All permits issued by the Building Official under the provisions of this code shall expire by limitation and become null and void if applicant does not successfully pass an inspection within one year from issuance date. Do not conceal or cover any construction units until the work is inspected by the City of Alameda and the inspection is recorded on the building inspection Card.

I hereby agree to save, defend, indemnify and keep harmless the City of Alameda and its officers, employees, agents and volunteers from all actions, claims, demands, litigation, or proceedings, including those for attorney's fees, against the City in consequence of the granting of this permit or from the use or occupancy of any sidewalk, street, or sub-sidewalk or otherwise by virtue thereof, and will in all things strictly comply with the conditions under which this permit is granted.

I do hereby acknowledge that I understand the following for projects valued at less than \$100,000: 1) I may not hire any contractor or business entity to place a dumpster or haul Construction and Demolition (C&D) debris other than the City's franchised waste hauler, Alameda County Industries (ACI); 2) I may choose to haul C&D debris myself; 3) Waste that is not C&D must be hauled by ACI.

☐ Contractor ☐ Owner ☒ Design Professional ☐ Agent

Date: 3/4/25

License #: C15438

Signature: [Signature]

Print Name: Mark Quattrocchi

Email: markq@qka.com

Phone: 707-576-0829

Address: 636 Fifth Street

City: Santa Rosa

State: CA

Zip: 94607



**CITY OF ALAMEDA**  
2263 SANTA CLARA AVENUE, ROOM 190  
ALAMEDA, CA 94501

(510) 747-6800

**Combination Building Permit : CB25-0102**

**Applicant Information**

RUTH BOYD  
ALAMEDA CA,

**Contractor Information**

C OVERAA & CO  
ELLIOT MOORE  
200 PARR BLVD  
RICHMOND, CA 94801

**Owner Information**

ALAMEDA UNIFIED SCHOOL  
DISTRICT  
2060 CHALLENGER DR  
ALAMEDA, CA 94501

**Project Information**

Status: **Plan Review**  
Type: **Combination Building Permit**  
Category: **NA**  
Sub-Type: **Commercial**  
Parcel Number: **074-0905-009-02**  
Job Address: **250 SINGLETON AVE**

Applied: **03/25/2025**  
Finaled:

Issued:  
Expired:

Valuation: **\$4,000,000.00**

Work Description: **NEW, PREFABRICATED METAL WAREHOUSE BUILDING TO BE USED FOR DISTRICT STORAGE ON AN EXISTING SITE CURRENTLY OCCUPIED BY THE MAINTENANCE AND OPERATIONS DEPARTMENT FOR THE SCHOOL DISTRICT. ASSOCIATED SITEWORK INCLUDING PARKING AND STORMWATER MANAGEMENT IS INCLUDED. 12,000 SQ FT (BLDG/MECH/ELEC/PLBG)**

**\*CONNECTED TO PLN22-0304 DESIGN REVIEW APPROVAL**

**\*\*A FUTURE PHASE FOR A NEW CENTRAL KITCHEN BUILDING AND STREET IMPROVEMENTS IS PART OF THE DESIGN REVIEW APPROVAL AND WILL BE COMPLETED AT A LATER DATE\*\***

<b><u>FEE DESCRIPTION</u></b>	<b><u>ACCOUNT CODE</u></b>	<b><u>UNITS</u></b>	<b><u>FEE AMOUNT</u></b>	<b><u>PAID</u></b>
Floodplain Administrator application review	31041520-34040 (6319)	1	\$246.00	\$246.00
Certificate of Occupancy	20962720-33010 (1010)	1	\$215.00	\$0.00
Permit Fee - Building	20962720-33010 (1010)	9434	\$9,434.00	\$0.00
Improvement Tax	30241591-31910 (1060)	1	\$40,000.00	\$0.00
Waste Mgmt Plan & Report review (online)	26141630-34160 (8724)	1	\$547.00	\$0.00
Electrical Permit Fee	20962720-33020 (1080)	1716	\$1,716.00	\$0.00
Filing Fee	20962720-34080 (1050)	3	\$282.00	\$0.00
Sewer Connection Fee	50141600-34360 (1055)	1	\$1,500.00	\$0.00
Technology Fee (manual)	20962720-34100 (1051)	12	\$12.30	\$12.30
Technology Fee	20962720-34100 (1051)	1	\$826.55	\$0.00
Building Standards Fee	209-21450 (1230)	1	\$160.00	\$0.00
DIF - Transportation	305-34460 (3310)	49608	\$49,608.00	\$0.00
DIF - Public Facilities	307-34460 (3330)	2964	\$2,964.00	\$0.00
DIF - Public Safety	308-34460 (3340)	4584	\$4,584.00	\$0.00
Plan Check Fee - Electrical	20962720-34040 (1025)	286	\$286.00	\$0.00
Plan Check - Planning - Minor	20962710-34040 (6325)	1	\$283.00	\$0.00



**CITY OF ALAMEDA**  
2263 SANTA CLARA AVENUE, ROOM 190  
ALAMEDA, CA 94501

(510) 747-6800

**Combination Building Permit : CB25-0102**

Plan Check - Building	20962720-34040 (1025)	9248	\$9,248.00	\$0.00
Plan Check - Fire	20962720-34040 (1025)	1	\$371.00	\$0.00
Fire Inspection Fee	10032220-34190 (6200)	1	\$742.00	\$0.00
SMIP - Commercial	209-21440 (1040)	1	\$1,120.00	\$0.00
Reconnect Fees - Overhead or Underground	209-21460 (8762)	1	\$490.00	\$0.00
Community Planning Fee	20962710-34050 (8765)	1	\$20,000.00	\$0.00
<b>TOTALS:</b>			\$144,634.85	\$258.30
<b>BALANCE DUE:</b>				<b>\$144,376.55</b>

<u>RECEIPT #</u>	<u>PAYMENT METHOD</u>	<u>CHECK #</u>	<u>PAYOR:</u>	<u>RECEIPT DATE</u>	<u>RECEIPT AMOUNT</u>
573451	Credit Card		Alameda Unified School	03/26/2025	\$258.30
<b>Cashier:</b> PUBLICUSER402497			District		
<b>Total Payments:</b>					<b>\$258.30</b>

ALAMEDA UNIFIED SCHOOL DISTRICT  
BOARD AGENDA ITEM

---

**Item Title:** Resolution No. 2024-2025.66 Approval of Budget Transfers, Increases, Decreases

**Item Type:** Consent

**Background:** After adopting the fiscal year budget, it is often necessary to make budgetary transfers and revisions. Budget transfers allow budget managers to redistribute funds as needs and plans change, and budget revisions allow the district to increase or decrease funds based on entitlements and grants received.

**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 \$61,306.39.

**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

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**ATTACHMENTS:**

	<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
□	Resolution No. 2024-2025.66	4/22/2025	Resolution Letter
□	Attachment A	4/22/2025	Backup Material

**ALAMEDA UNIFIED SCHOOL DISTRICT**  
**Alameda, California**  
**Resolution**

April 29, 2025

Resolution No. 2024-2025.66

**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 29th day of April 2025:

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

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

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

ATTEST:

By: \_\_\_\_\_  
Pasquale Scuderi, Secretary  
Board of Education  
Alameda Unified School District

\_\_\_\_\_  
Gary K. Lym, President  
Board of Education  
Alameda Unified School District

**BUDGET REVISIONS**

(Budget Revisions affect Fund Balance;  
Amounts are either added or subtracted from Fund Balance)

<b>School/Dept</b>	<b>Description</b>	<b>Amount</b>
Alameda High School	Donations	\$ 2,175.00
ASTI	Donations	\$ 166.40
Bay Farm Elementary	Donations	\$ 12,900.00
Ed Services	Donations	\$ 344.52
Encinal Jr./Sr. High School	Donations	\$ 14,709.00
Island High School	Donations	\$ 38.00
Lincoln Middle School	Donations	\$ 16,739.00
Love Elementary	Donations	\$ 5,544.00
Maya Lin Elementary	Donations	\$ 17.00
MOF	Donations	\$ 222.15
Otis Elementary	Donations	\$ 3,042.00
Paden Elementary	Donations	\$ 1,461.32
Wood Middle School	Donations	\$ 3,948.00
<b>Total Donations</b>		<b>\$ 61,306.39</b>

ALAMEDA UNIFIED SCHOOL DISTRICT  
BOARD AGENDA ITEM

---

**Item Title:** Resolution 2024-2025.64 Regarding Non-Reemployment of Certificated Employees

**Item Type:** Action

**Background:** It has been determined that 1.60 full time equivalent (FTE) services of the District be reduced and an equivalent number of certificated staff be non-reemployed for the ensuing 2025-2026 school year.

The employees listed in Exhibit A in the attachment shall be non-reemployed, or their work year/work day reduced, effective for the 2025-2026 school year. This action shall be effective on June 30, 2025.

**AUSD LCAP Goals:** 3. Support parent/guardian development as knowledgeable partners and effective advocates for student success.

**Fund Codes:**

**Fiscal Analysis**

**Amount (Savings) (Cost):** n/a

**Recommendation:** Approve as submitted.

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

**Submitted By:** Timothy Erwin, Assistant Superintendent, Human Resources

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**ATTACHMENTS:**

	<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
□	Resolution 2024-2025.64 Regarding Non-Reemployment of Certificated Employees	4/23/2025	Resolution Letter



**ALAMEDA UNIFIED SCHOOL DISTRICT**  
**Alameda, California**  
**Resolution**

April 29, 2025

Resolution No. 2024-2025.64

**Resolution Regarding Non-Reemployment of Certificated Employees**

*WHEREAS*, on February 25, 2025 the Governing Board of the Alameda Unified School District adopted Resolution No. 2024-2025.56 to decrease certificated staff due to a reduction or elimination in particular kinds of services; and

*WHEREAS*, notice of non-reemployment was given to the affected employees on or before March 15, 2025; and

*WHEREAS*, the affected employees waived their right to a hearing and/or failed to timely request a hearing; and

*WHEREAS*, it was determine that 1.60 full-time equivalent (FTE) services of the District be reduced and an equivalent number of certificated staff be non-reemployed for the ensuing 2025-2026 school year.

*NOW, BE IT RESOLVED*, that the employees listed in Exhibit A shall be non-reemployed, or their work year/work day reduced, effective for the 2025-2026 school year. This action shall be effective on June 30, 2025.

*NOW, BE IT FURTHER RESOLVED*, that the District Superintendent or his designee is hereby authorized to give notice on behalf of this Board as required by Education Code sections 44949 and 44955 to the employees listed in Exhibit A unless otherwise by said employees.

PASSED AND ADOPTED by the following vote this 29<sup>th</sup> day of April, 2025:

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

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

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

\_\_\_\_\_  
Gary K. Lym, 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

**Exhibit A**

*Certificated Individuals Impacted by Reduction in Force  
(Notice required)*

1. Frances Ruiz	0.20 FTE
2. Patrick Ward	0.40 FTE
3. Bonnie Roberts	1.00 FTE
<i>Total</i>	<i>1.60 FTE</i>

ALAMEDA UNIFIED SCHOOL DISTRICT  
BOARD AGENDA ITEM

---

**Item Title:** Resolution 2024-2025.65 Notifying Certain Classified Employees of the Decision to Not Reemploy or to Reduce Their Hours for the 2025-2026 School Year

**Item Type:** Action

**Background:** It has been determined that 2.575 FTE services of the District be reduced and an equivalent number of classified staff be non-reemployed for the ensuing 2025-2026 school year.

The employees listed in Exhibit A in the attachment shall be non-reemployed, or their work year/work day reduced, effective for the 2025-2026 school year. This action shall be effective on June 30, 2025.

**AUSD LCAP Goals:** 3. Support parent/guardian development as knowledgeable partners and effective advocates for student success.

**Fund Codes:**

**Fiscal Analysis**

**Amount (Savings) (Cost):** n/a

**Recommendation:** Approve as submitted.

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

**Submitted By:** Timothy Erwin, Assistant Superintendent, Human Resources

---

**ATTACHMENTS:**

	<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
□	Resolution 2024-2025.65 Final Classified Layoff	4/23/2025	Resolution Letter

**ALAMEDA UNIFIED SCHOOL DISTRICT**  
**Alameda, California**  
**Resolution**

April 29, 2025

Resolution No. 2024-2025.65

**Resolution in the Matter of Notifying Certain Classified Employees of the Decision  
to Not Reemploy or to Reduce Their Hours for the 2025-2026 School Year**

*WHEREAS*, on March 11, 2025, the Governing Board of the Alameda Unified School District adopted a resolution to reduce or discontinue classified services for the 2025-2026 school year due to a lack of work and/or lack of funds; and

*WHEREAS*, the classified employees listed on Attachment A were given notice of intention not to reemploy or that their services would be reduced for the 2025-2026 school year; and

*WHEREAS*, the employees listed on Attachment A either did not request a hearing or specifically waived their right to a hearing; and

*WHEREAS*, it is necessary to not reemploy certain classified staff for the 2025-2026 school year; and

*NOW, BE IT RESOLVED*, by the Governing Board of the Alameda Unified School District as follows:

1. That the employees listed in Attachment A be notified prior to May 15, 2025, of the decision to not reemploy or to reduce their hours as set forth in Attachment A; and
2. That the employees listed in Attachment A shall have reemployment rights pursuant to the California Education Code.

*NOW, BE IT FURTHER RESOLVED* that this action shall be deemed effective immediately.

PASSED AND ADOPTED by the following vote this 29<sup>th</sup> day of April, 2025:

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

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

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

\_\_\_\_\_  
Gary K. Lym, 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

**ATTACHMENT A**

*(List of Classified Employees Sent Initial  
Layoff Notices and to Receive Final Layoff Notices)*

1.	Mikala Royal	0.125 FTE
2.	Steven Lee	1.0
3.	Clarisse Cruz	0.2
4.	Yheng Carlisle	0.25
5.	Anne Barreto	1.0
<i>Total:</i>		<i>2.575 FTE</i>

ALAMEDA UNIFIED SCHOOL DISTRICT  
BOARD AGENDA ITEM

---

**Item Title:** Executive Cabinet Self-Study of Special Education: Components of Current Program and Needs Assessment - Part 2 (15 Mins/Information)

**Item Type:** Information

**Background:** AUSD conducted a self study of special education between August 2024 and February 2025, which included looking at the following areas:

- Basic Enrollment Data
- Pre-referral Interventions and Supports
- Referral and Particular Services by Site Data
- Eligibility Types
- Related Services
- Outside Placement Rates
- Staffing Costs
- Legal Services and Costs
- Transportation
- Cumulative Analysis and Preliminary Recommendations

Tonight, staff are bringing forth some preliminary recommendations from the process.

**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:**

	<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
▢	Presentation: Special Education Self-Study - Part 2_4.29.25	4/28/2025	Presentation

# **Executive Cabinet Self-Study of Special Education: Components of Current Program and Needs Assessment - Part 2**

**April 29, 2025**

**Kirsten Zazo, Assistant Superintendent,  
Educational Services**



# Mission Statement

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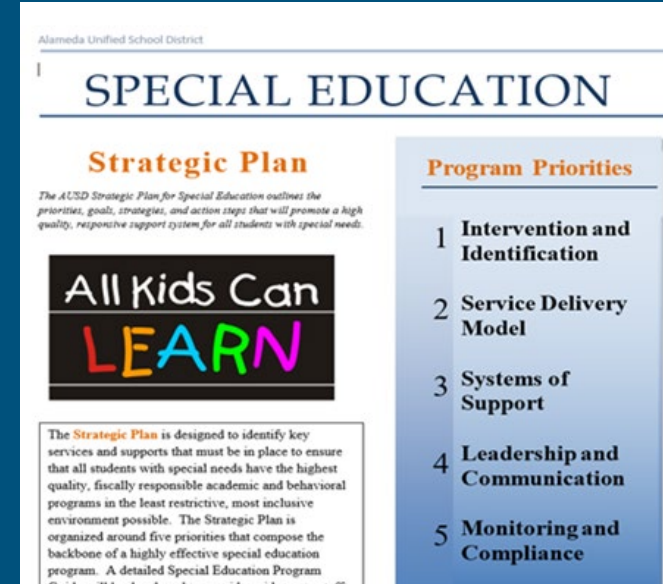
We declare the mission of the Special Education Program in Alameda Unified School District, in partnership with families and the community, is to *support, prepare, and empower* our diverse learners in a least restrictive, most inclusive environment that is **safe, culturally responsive, and academically rigorous**, and that is taught and supported by *highly trained* professionals so that each student can participate meaningfully and excel as contributing members of our community.

# What is the *Strategic Plan for Special Education*?

The AUSD Strategic Plan for Special Education outlines the priorities, goals, strategies, and action steps that will promote a high quality, responsive support system for all students with special needs. The Strategic Plan will help guide and prioritize the next steps identified in our self study.

The 5 priorities are:

1. Intervention and Identification
2. Service Delivery Model
3. Systems of Support
4. Leadership and Communications
5. Monitoring and Compliance



# Why a Year-Long Analysis?

---

The challenges we face in special education likely require significant shifts in general education priorities and historical spending patterns if we are to both...

1. Provide effective supports, besides IEP-driven services, more often and earlier in the K-12 continuum, and
2. At the same time find a greater balance of costs

**SPED Strategic Plan Monitoring and Compliance Goal 5:** Establish an accountability and compliance process that ensures fidelity to the Strategic Plan which must be included and prioritized in the multi-year LCAP planning process.

**Strategy 2:** Develop a Special Education Self Review (SESR) process with success criteria that will hold all stakeholders accountable.

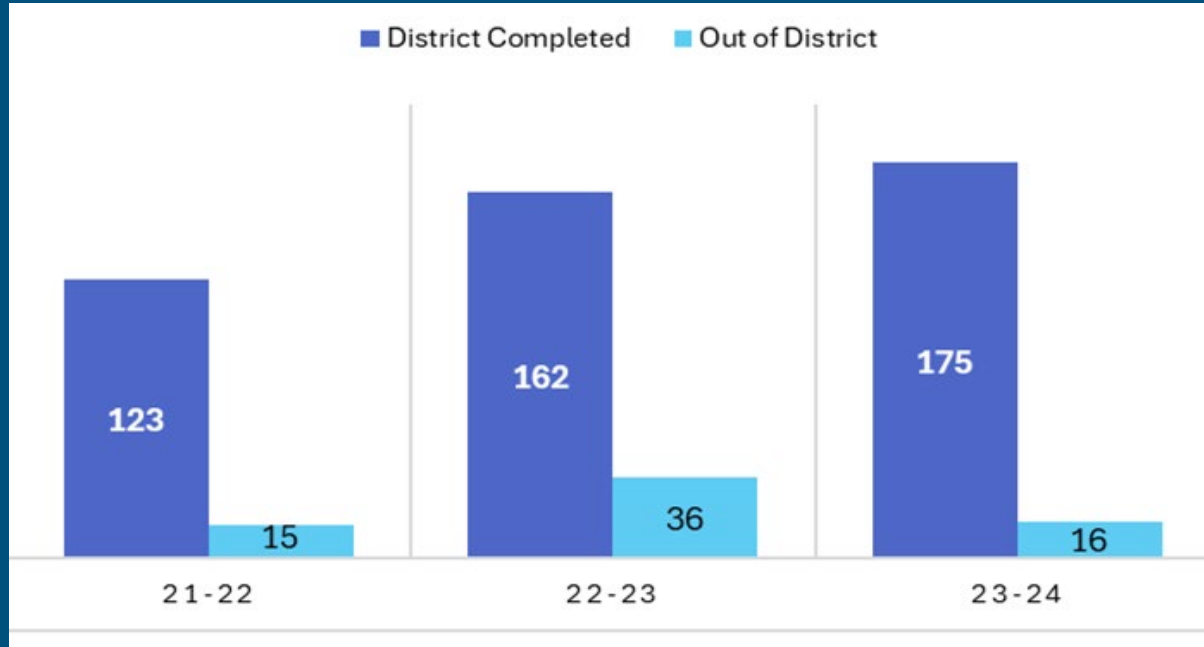
# Special Education Self Study 24-25: Another Area for Potential Collective Impact

August 28, 2024	September 18, 2024	October 2, 2024	November 20, 2024	January 22, 2025	February 26, 2025	March –May 2025
<ul style="list-style-type: none"> <li>Basic Enrollment Data</li> <li>Pre-referral Interventions and supports</li> <li>Referral and Particular Services by Site data</li> <li>Eligibility Types</li> </ul>	<ul style="list-style-type: none"> <li>Related services</li> <li>Outside placement rates</li> </ul>	<ul style="list-style-type: none"> <li>Staffing costs</li> </ul>	<ul style="list-style-type: none"> <li>Legal Costs</li> <li>Legal Services</li> </ul>	<ul style="list-style-type: none"> <li>Transportation</li> </ul>	<ul style="list-style-type: none"> <li>Cumulative analysis and preliminary recommendations</li> </ul>	<ul style="list-style-type: none"> <li>Public discussion with Board of Education and Community Engagement</li> </ul>

\* Self-study meetings through February will include Executive Cabinet team, directors, Special Ed leadership; March through May will feature wider staff engagement and public discussions with the Board of Education.

# Initial Qualifications 21-22, 22-23, and 23-24

## Total Initial IEP Qualifications

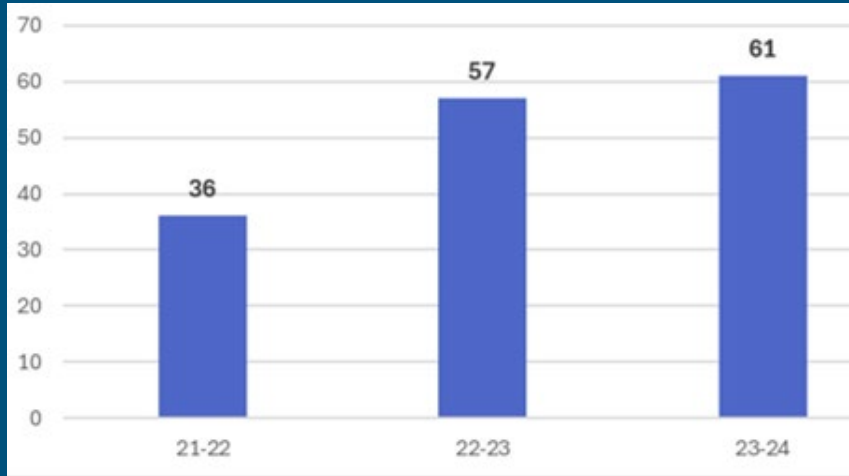


Each year we have students transfer into the district the same academic year they qualify for Special Education

Data Source: SEIS

# ECE & Elementary Initial IEPs by School: 21-22, 22-23, and 23-24

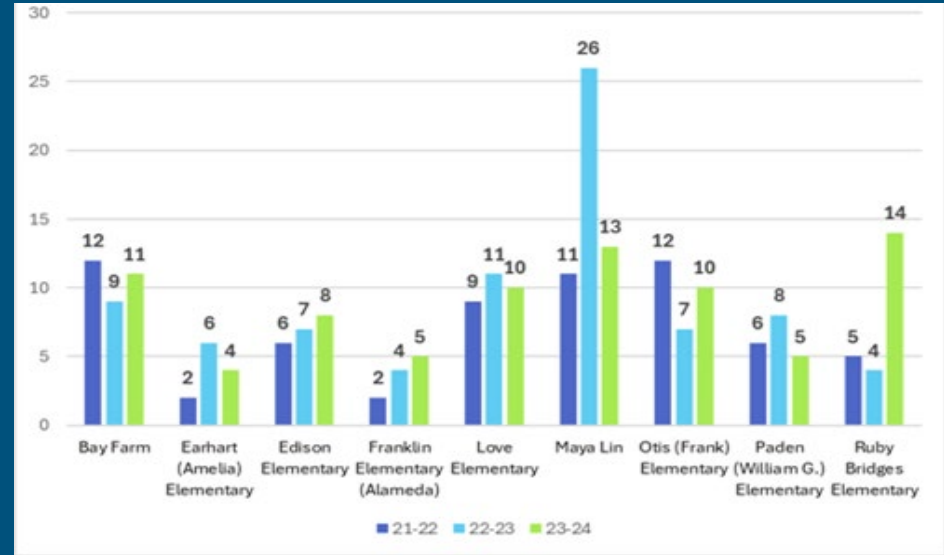
## Initial Qualifications ECE



There were more requests for early childhood assessments than our ECE staff could complete in 22-23 & 23-24. Last year there were 171 requests for preschool assessments. This year, we are at 115 so far. Of the 115, 83 were listed as Autism being the primary suspected disability.

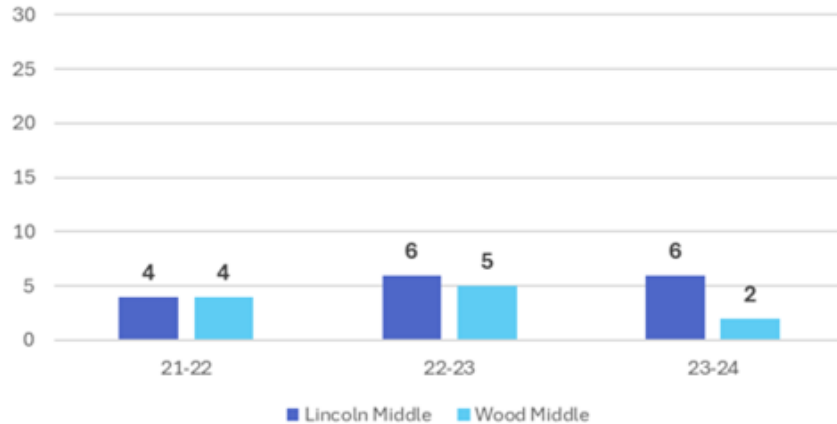
Data Source: SEIS

## Elementary Initial IEP Qualifications



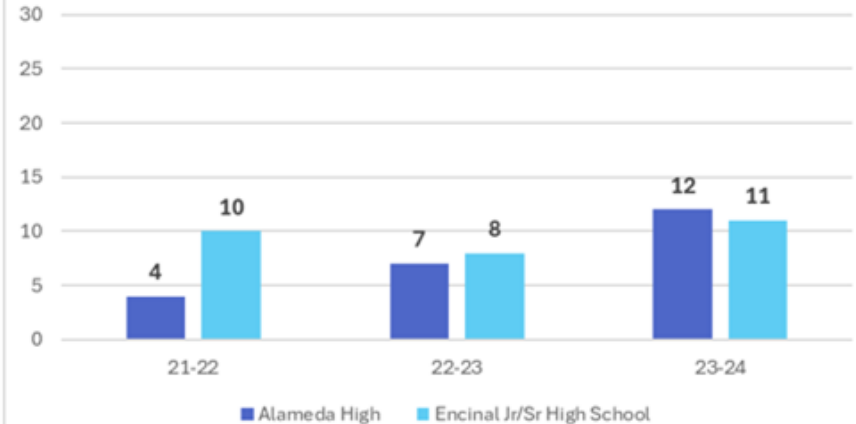
# Secondary Initial IEPs by School 21-22, 22-23, and 23-24

**Middle School Initial IEP Qualifications**



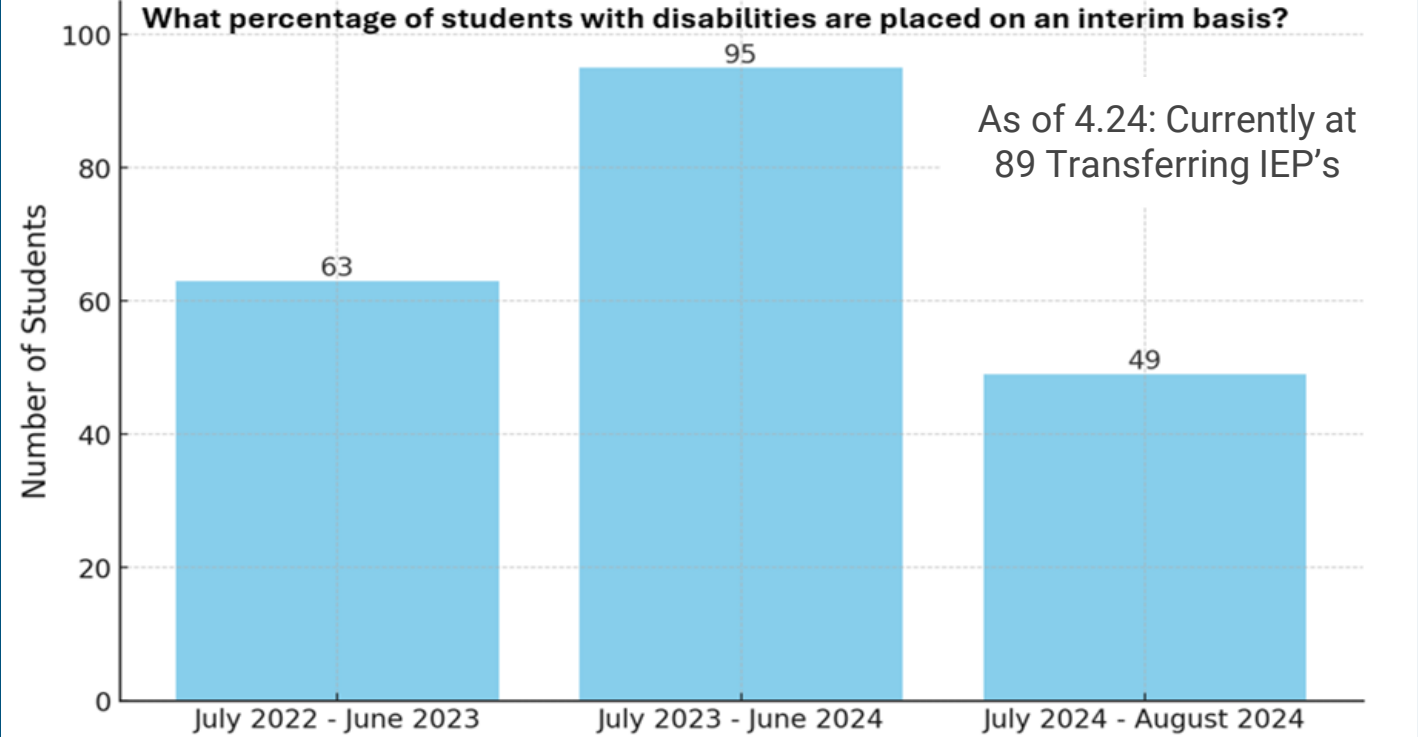
**Encinal includes both middle school & high school numbers.**

**High School Initial IEP Qualifications**



*Data Source: SEIS*

# Number of Students with Active IEPs Transferring into AUSD



Data Source: SEIS



# How has the % of Students w/Disabilities Changed Over Time? 5-6 Year Trends?

	Multiyear Trend of Sp Ed Enrollment by Disability		
	22-23	23-24	24-25
Autism (AUT)	250	282	297
Deaf-Blindness (DB)	0	2	1
Emotional Disturbance (ED)	74	76	74
Established Medical Disability (EMD)	4	5	4
Hard of Hearing (HH)	20	17	16
Intellectual Disability (ID)	37	32	36
Multiple Disabilities (MD)	8	8	7
Orthopedic Impairment (OI)	12	12	11
Other Health Impairment (OHI)	182	196	173
Specific Learning Disability (SLD)	342	345	360
Speech or Language Impairment (SLI)	204	217	235
Traumatic Brain Injury (TBI)	2	2	2
Visual Impairment (VI)	5	5	4
<b>Total Sp Ed Enrollment</b>	<b>1140</b>	<b>1199</b>	<b>1220</b>
<b>District Enrollment</b>	<b>8988</b>	<b>9249</b>	<b>9236</b>

Data Source: SEIS/Data Quest

# Increased Services

Types of Services	2022-23	2023-24	2024-25
436 - Health and Nursing: Other Services	6	5	14
415 - Language and Speech	581	584	764
450 - Occupational Therapy	175	174	184
460 - Physical Therapy	22	30	42
435 - Specialized Physical Health Care Services	3	3	9
515 - Counseling and guidance	71	77	112
510 - Individual Counseling	134	129	165
520 - Parent Counseling	26	35	63
530 - Psychological Services	2	4	1
545 - Residential Treatment Services	2	2	4
525 - Social Work Services	0	1	4

# Some Observations Through the Process

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- The number of students with Autism as a primary disability has increased over the last 5 years and is associated with higher levels of related services such as SLP, OT, individual counseling, followed by SLD, OHI, ID.
- The number of pre school requests for assessment have increased over the last 5 years.
- ED is the disability that requires the highest rate of related services - supports in counseling and guidance, individual counseling, parent counseling.
- Individual counseling has increased for ED and Autism.
- There is an upward trend in the need for related services for Speech & Language for most disability categories.
- The need for family wrap-around services has increased for students who qualify under ED, OHI, and Autism.

# A Set of Questions for All of Us to Consider

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- If we are contributing nearly \$29 million in general funds annually to meet special education needs and costs, what portion of that could/should be directed towards or invested in more intensive, *pre-referral*, general education services and supports earlier in the PK-3 pathway?
- Would all needs be better served if we had more options in between classroom supports and requests for an IEP?
- Are we funding services and positions currently that need to be redirected or repurposed toward more intensive, consistent, and direct support for students in the early grades?

# Theory of Action: Strengthening MTSS by Centering Early Intervention and Inclusion

If we prioritize early, proactive interventions and embed inclusive, equity-driven practices at every level of our Multi-Tiered Systems of Support (MTSS),

**then** we will reduce barriers to learning, prevent the need for more intensive supports, and ensure that every student—particularly those historically and currently underserved—thrives academically, socially, and emotionally within a welcoming and inclusive school environment.

## Guiding Commitments:

- **Prevention Over Reaction:** Focus on identifying and supporting student needs early, before challenges escalate
- **Inclusion as a Core Principle:** Provide the majority of supports within general education settings, ensuring students remain with their peers
- **Whole-Child Focus:** Address academic, behavioral, and social-emotional development through integrated supports
- **Data-Informed Equity:** Use disaggregated data to identify disproportionalities and ensure access to high-quality supports for all

# What We Believe are CORE Conditions for Success

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- A unified district and site-wide belief that all students belong and can succeed in the tier I classroom
- Collaborative teams representing general and special education, SEL, ELL
- All focused goals include special education as part of their thinking
- Timely and accessible formative assessment tools to identify student needs early
- Ongoing professional learning on inclusive instruction, equity, and early intervention
- Aligned systems and schedules that allow time for collaboration, intervention, and progress monitoring


# What We Would Like to Strengthen

Tier 1 – Universal Prevention and Inclusion	Tier 2 – Targeted Early Intervention	Tier 3 – Intensive, Individualized Support
<ul style="list-style-type: none"><li>● Implement high-quality, <b>culturally and linguistically responsive instruction</b> for all learners</li><li>● Use <b>Universal Design for Learning (UDL)</b> to create accessible learning environments from the start</li><li>● Integrate <b>Social-Emotional Learning (SEL)</b> and trauma-informed practices into daily classroom life</li><li>● Regularly review universal screeners and classroom data to catch early signs of need</li></ul>	<ul style="list-style-type: none"><li>● Develop <b>short-term, skill-based interventions</b> that are closely monitored and integrated into the school day</li><li>● Ensure interventions are <b>flexible, inclusive, and responsive to students' identities and backgrounds</b></li><li>● Use <b>intervention tracking systems</b> to ensure timely, data-based adjustments</li><li>● Provide <b>professional learning</b> for educators on differentiating support without removing students from the learning community</li></ul>	<ul style="list-style-type: none"><li>● Design <b>wraparound services</b> that honor student voice and family input</li><li>● Maintain a <b>least restrictive mindset</b>, providing intensive support within inclusive settings whenever possible</li><li>● Align IEP and 504 plans with MTSS processes to ensure coherence and consistency</li><li>● Use <b>progress monitoring tools</b> that are strengths-based and culturally affirming</li></ul>

# We Have a Plan and Have Made Progress

Strategy 2: Infuse supports and embedded services (SLP, OT, Behaviorist, Psych) throughout general education Tier 1, 2, and 3 programs)

Alameda Unified School District



1

### Student Intervention and Identification

**Goal:**  
All students will access an articulated, systematic intervention system that provides multiple tiers of universal, targeted, effective support that is communicated clearly to staff and families.

**Strategy 1:** Fully develop and implement a multi-tiered academic and behavioral system of support.

**Action Step 1:** Identify and ensure the use of research-based core instructional strategies that are responsive, proactive, evidence-based, and implemented with fidelity.

**Action Step 2:** Create and implement a research-based system to address the social-emotional needs of students, including continued implementation of PBIS with fidelity across all schools.

**Action Step 6:** Implement the Coordination of Services Team (COST) process consistently in all schools to proactively direct academic and behavioral, social-emotional interventions for students based on data collection and formative assessment.

**Action Step 7:** Identify and ensure the use of research-based Tier 1 supports and interventions across all schools and content areas that provide student support in varied settings (i.e., in-class, pull-out, small group, computer-based).

**Action Step 2:** Analyze current caseloads and workloads to allow for more Tier 1, 2, and 3 support that is both efficient and cost effective and develop an implementation plan based upon the analysis.

**Action Step 3:** Provide co-teaching and planning time between General Education and Special Education staff.

**Action Step 4:** Establish a referral protocol for Occupational Therapy and Physical Therapy services accessed via the COST process.

Alameda Unified School District



3

### Systems of Support

**Goal:**  
An articulated and consistent system of support is available equitably across the district to ensure the Strategic Plan for Special Education is successful.

**Strategy 1:** Develop and implement effective procedures and protocols with fidelity.

**Action Step 1:** Create and continuously update a procedural manual for implementing all aspects of the Special Education program and ensure that it is accessible to all staff.

**Action Step 2:** Create a parent-friendly procedural manual for community access, complete with program descriptions.

**Strategy 2:** Implement a staffing plan that will ensure the Special Education services delivered are successful.

**Strategy 3:** Collaboration and support will be prioritized across the district.

**Action Step 1:** Collaboration between general education and special education staff will be scheduled at sites and between sites at least 4 times per year.

**Action Step 2:** Utilize district coaching to improve instructional practices at all sites across the district.

**Strategy 4:** Ensure the financial resources are allocated efficiently and equitably to support student success.

**Action Step 3:** With assistance of the Maintenance and Technology Departments, perform a comprehensive inventory of special education resources at every school to identify current status of furniture, curriculum materials, supplies, and storage spaces and develop a plan to ensure equity across sites and programs.

**Action Step 4:** Identify (including a cost analysis) and provide technology infrastructure to ensure that the Special Education delivery model is fully supported.

Strategy 3: Collaboration and support will be prioritized.  
Action step 1: Collaboration between general education and special education staff will be scheduled at sites and between sites at least 4 times a year.



# What Is The Ask ?

- Direct behavior supports in the early grades.
- Expanded and direct behavior and psychologist supports to general ed students in early grades.
- Expanded and direct literacy and reading supports in the early grades.
- Additional bandwidth to support principals in managing intense behaviors and interactions.
- Speech and language services for general education students prior to referral.

What	Cost
Increase in Behavior specialist FTE for GE - 1 FTE	\$180,000
Increase in SLP for GE - 1 FTE	\$160,000
TSA to support reading intervention and implementation 2 FTE	\$320,000

# Implications for Funding

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- We understand that there are immediate fiscal implications in expanding general education support to our early grades.
- By billing the CYBHI Fee Schedule, we can offset some of these costs.
  - Behavioral health support can be billed to the fee schedule as long as it is not written into a student's IEP.
- Staff that have a bachelor's degree can register as a Certified Wellness Coach (CWC) to be an eligible provider. Current AUSD roles eligible for CWC certification include Behaviorists, Intervention Leads, Scholar Staff Advisors, Principals, and other student support positions.

# Next Steps

This is the **NORTHSTAR** and where we want to improve...

The **HOW** we do this needs to include the thinking, collaboration and partnership of all the practitioners who work as part of this system.

- Broaden our elementary inclusion working group with more teachers from both general education and special education to discuss the technical adjustments, professional learning, and support needed to implement more inclusion
- Start a working group of secondary teachers (General Ed and Special Ed) to expand and calibrate across sites the secondary continuum of supports.
- Expand the MTSS working group to better align Tier 1 through 3 services which include Speech, OT, mental health, behavioral health, reading and math interventions which can be accessed whether you have an IEP or not
- Ensure all adoptions look at tier 1 through 3 materials and are aligned with special education materials
- Prioritize collaboration between special education teachers and general education teachers
- Look at foundational structures in our secondary schools to allow for students to have access to intervention and support without missing tier 1 instruction
- Ensure that Mild/Moderate SDC and practical students have a seat in general education classrooms

ALAMEDA UNIFIED SCHOOL DISTRICT  
BOARD AGENDA ITEM

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**Item Title:** Strategic Planning Update: Mathematics Focused Initiatives for the 2025-26 School Year (15 Mins/Information)

**Item Type:** Information

**Background:** Tonight's presentation will provide the Board with an update on AUSD's Strategic Plan Mathematics Focused Initiatives for grades 4-8. Staff will present how they aim to improve student outcomes in mathematics through an intentional focus on data, providing teachers with training around the board adopted curricula, and the implementation of systems and structures to provide support and interventions for all students, with a particular focus on Black students.

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

**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.

**Submitted By:** Kirsten Zazo, Assistant Superintendent of Educational Services

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**ATTACHMENTS:**

Description	Upload Date	Type
▣ Presentation_25-26 SY Math Initiatives_4.29.25	4/23/2025	Presentation

# **Strategic Plan Update: Mathematics Focused Initiatives for the 2025-26 SY**

Dr. Vernon Walton, Director of Secondary Education

Tanya Harris, Director of Elementary

Jenn Balaian, TSA Elementary Math Coach

Lise Nunn-Needham, TSA Secondary Math Coach

April 29, 2025

# **Why is 4th and 5th Grade Math Important ?**

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Proficiency in math by the end of 5 grade is one of the strongest predictors of whether a student will complete Algebra. This milestone is also linked to higher rates of college enrollment and STEM career pathways.

# Theory of Action

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**If** we provide early, systematic access to high-quality Tier 1 math instruction and research-based targeted interventions in foundational mathematical concepts, ensuring they are culturally responsive and tailored to the needs of African American students, multilingual learners, and students with disabilities, then we can close learning gaps before they widen. If we focus on conceptual understanding, procedural fluency, and mathematical reasoning, aligned with the California Mathematics Framework...

...**Then** all students will develop mastery of essential math skills. If students master these foundational skills, then they will be prepared for the transition to middle school and beyond, setting them up for long-term success in advanced mathematics and real-world problem-solving.

# Data Analysis and Review

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- Analyze and disaggregate math benchmark data to identify trends, strengths, and areas for growth.
- Review site and district data trends with principals and their instructional teams to determine patterns and instructional priorities.
- Conduct a file review for scholar students to determine the types of interventions received and assess the effectiveness of these interventions.



# Instructional Planning and Walkthroughs

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- Ensure all sites have articulated math blocks that allow for consistency in math instruction.
- Use the Eureka Math implementation tool during walkthroughs to assess the integrity of lesson implementation and ensure alignment with the intended design.
- Identify classrooms that will serve as host sites for lesson studies to model and refine best practices in math instruction.

# Professional Development Planning

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- Prioritize 4th and 5th grade math teacher leaders. Invest in training (Stanford) for math leads.
- Draft a professional development plan for the 2025-26 school year that includes "non-optional" PD focused on building content knowledge in priority standards areas such as multiplication, division, and fractions (priority modules)
- Identify pilot classrooms for content-specific instruction to serve as models for best practices and inform broader implementation strategies.
- Build Teacher on Special Assignment (TSA) capacity in mathematical content knowledge to support site-based coaching and professional learning communities. Potentially send select TSAs to math training.

# Tier 2 Math Intervention Implementation

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- Develop an implementation plan for targeted Tier 2 math interventions using "Do the Math" to ensure students who require additional support receive evidence-based instruction tailored to their needs.
- Ensure that students needing intervention and who would benefit from STMath have that embedded into their intervention schedule.

# Why a Focus on Middle School Math?

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- Performance in math is highly predictive of success in advanced academics and in future earnings
- 54% of students enrolled in IM1 at AHS and EJSH, who took the CAASPP in 24 - 25 **did not meet** the 8th grade math standard
- Percent not meeting standards by focal group:
  - 82% of BIPOC students
  - 90% of English Learners
  - 90% of students with IEPs

# Guiding Question

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How do we ensure all of our students, particularly our focal students, are prepared for success in Integrated Math 1 by the 9th grade?

# Continue the Work

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- Adopted high-quality, standards-aligned curriculum Carnegie Learning in 22 - 23
- Teacher teams have created common pacing guides and two common assessments
- More analysis of data with an emphasis on our focal groups
- However, with turnover, many current middle school math teachers were not part of adoption and implementation years

# Moving Forward

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- Build teacher capacity and Tier 1 effectiveness
  - Adopt lead teacher model to build collective expertise and efficacy
  - Develop our administrators and coaches understanding of best math practice
  - Expand time devoted to professional math learning as part of regular collaboration and with after school offerings
- Support teachers and students with systemic data analysis and common assessments
- Provide additional direct services to students through a 6th grade support class and targeted push-in intervention
  - Summer 2025: Mindset math camp as part of ELOP

# Investment in Our Students' Future

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- 3 Lead Teachers, stipend and hourly during the summer: \$12,000
- 1.2 FTE, 0.4 at each site \$120,000
  - 0.2 one period 6th grade support class (\$20,000 per period)
  - 0.2 push-in intervention
- Hourly for 15 teachers to participate in PL outside of regular hours with district, and for expenses for SVMi, ACOE, BAMP, Publisher, other providers \$20,000
- Explore data and assessment options with targeted student group, \$10,000
- Consider expanding support classes and adding summer math program in later years
- \$162,000 year one



# **Math Focused Initiatives for 25-26 SY**

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## **Board Discussion**

ALAMEDA UNIFIED SCHOOL DISTRICT  
BOARD AGENDA ITEM

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**Item Title:** Update on Early Reading Difficulties Screener Committee (10 Mins/Information)

**Item Type:** Information

**Background:** The Early Reading Difficulties Screener Committee is tasked with recommending a screener from the California State-approved list to the Board. The committee is half way through it's process and will bring their recommendation for approval to the Board on June 10th.

**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:**

**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.

**Submitted By:** Lindsey Jenkins-Stark, Sr. Manager of Research, Assessment and Data

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**ATTACHMENTS:**

	<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
□	Presentation_Early Learning Difficulties Screener Committee Update_4.29.25	4/23/2025	Presentation

# Early Reading Difficulties Screener Committee Update

Lindsey Jenkins-Stark  
Senior Manager, Research, Assessment & Data

April 29, 2025

# Early Reading Difficulties (ERD) Screener

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“Screening measures, by definition, are typically brief assessments of a particular skill or ability that is highly predictive of a later outcome. Screening measures are designed to quickly differentiate students into one of two groups: 1) those who require intervention and 2) those who do not. A screening measure needs to focus on specific skills that are highly correlated with broader measures of reading achievement resulting in a highly accurate sorting of students.”

[Universal Screening K-2 Reading](#), International Dyslexia Association

# Early Reading Difficulties Screener Background

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- ❖ Legislation that requires Kindergarten, 1st, and 2<sup>nd</sup> grade students be screened for reading difficulties, including risk of characteristics of dyslexia, from an approved list of screeners. School districts are required to adopt one of the approved screeners by June 30, 2025 (Ed Code Section 53008) for implementation in the 2025-26 school year.
- ❖ In AUSD, we have been piloting a practical, valid, and reliable reading difficulties screener, STAR CBM, for the last 2 years with high participation and usage of the data to inform supports for students. It remains unclear why Star CBM was not approved.
- ❖ The approved screeners include: [mCLASS Dibels](#), [Amira](#), [ROAR](#), & [Multitudes](#).

# Screeners Committee Members

Site	Grade	Representative
Bay Farm	1	Kim Clocksin
Earhart	2	Paige Rodriguez
Edison	2	Regina Chan
Love	K	Kim Hare
Maya Lin	1	Anne Levy
Maya Lin	SDC	Cory Spells
Otis	K	Esperanza Mendez
Otis	K-5 Admin	Brian Dodson
Paden	1	Jacki Smith
Ruby Bridges	K-5 Coach	Deveny Dawson
All sites	N/A	Erin Ashworth (PK-3 Coach), Lindsey Jenkins-Stark (RAD), Chandini Stanley (SPED)



*Pictured (L to R):* Brian Dodson, Chandini Stanley, Assia Day\*, Erin Ashworth, Esperanza Mendez, Deveny Dawson, Anne Levy, Regina Chan, Paige Rodriguez, Jacki Smith, and Kim Clocksin

*Not pictured:* Cory Spells, Kim Hare, Lindsey Jenkins-Stark

\* *Pictured but no longer on committee*

# State ERD Screener Vetting Process

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## All Approved Screeners...

- **Meet reliability, and validation requirements for the state of California**
- Are normed with a **large and diverse sample of pupils**, whose home language is a language other than English as well as those who are native English speakers
- **Supports evidence-based instruction**, and is **culturally, linguistically, and developmentally appropriate** for K-2 students
- Measures domains that may predict reading difficulties

# Approved ERD Screeners

***The state has released 4 approved ERD screeners. For capacity, continuity, and progress monitoring reasons, AUSD will be considering 2 of the 4 screeners.***

**Capacity & Continuity:** ROAR only assesses Grades 1-2. If we adopted ROAR, we would have to adopt an additional screener from the list for K. Due to the size and capacity of AUSD, and the lack of continuity through the grade levels, ROAR will not be considered.

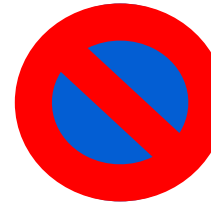
**Progress Monitoring:** Multitudes can only be used 1x year and therefore cannot be used to progress monitor which is essential for all students in the learning to read process, and particularly crucial for underserved students including but not limited to English Learners and Students with IEPs.



Amira



mCLASS with DIBELS Edition 8



Rapid Online Assessment of Reading  
(ROAR)



Multitudes



# Some Differences Between Amira and mCLASS DIBELS\*

Amira	mCLASS DIBELS
<ul style="list-style-type: none"><li>• Computer administered, teacher can observe</li><li>• Can be 1:1 or small group</li><li>• 5 Mins per Student minimum x 25 students = 125 mins</li><li>• 9-11 skills assessed</li><li>• Family reports offered in 7 languages</li></ul>	<ul style="list-style-type: none"><li>• Teacher administered</li><li>• 1:1 only</li><li>• 15-20 Mins Total, 5 groups of 5= 90 mins</li><li>• 4-6 skills assessed</li><li>• Family reports offered in 2 languages</li></ul>

\* This chart represents some of the differences between Amira and mCLASS DIBELS, but is not an exhaustive list

# Amira SFUSD Site Visit

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# ERD Screener Selection Process

February	March	April	May	June - Aug
<ul style="list-style-type: none"> <li>• <b>Outline commitment</b> for committee participation</li> <li>• <b>Communicate</b> to all K-2 teachers and site leaders update on ERD screener and opportunity to participate in committee</li> <li>• <b>Solidify committee participation</b></li> </ul>	<ul style="list-style-type: none"> <li>• <b>Schedule vendors</b> to present at April committee meeting and provide sandbox or demo accounts</li> <li>• <b>Meeting 1:</b> Develop District Lens &amp; Investigate system alignment ie: common understanding of purpose, current conditions, resources, data, scope of assessment, barriers and access, multilingual learners, etc.</li> <li>• <b>Meeting 2:</b> Introduction to potential screeners pilot until meeting in April</li> </ul>	<p><b>WE ARE HERE</b></p> <p><b>SPRING BREAK</b></p> <ul style="list-style-type: none"> <li>• <b>Meeting 3:</b> Review and provide input on evaluation too</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Meeting 4:</b> Use refined evaluation tool to begin to evaluate screeners. Piloting and information progress check: What additional questions are coming up for you? What other information do you need to make a decision?</li> <li>• <b>Meeting 5:</b> Make a Recommendation: come to consensus via the gradients of agreement and make a decision on which instrument the committee recommends the board adopt</li> <li>• <b>Meeting 6:</b> Brainstorm next steps and needs once the screener has been adopted by the district including a training &amp; maintenance plan</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Present</b> recommendation to the board</li> <li>• <b>Board Adopts screener by June 30th, 2025</b></li> <li>• <b>Create supporting materials &amp; trainings</b> ex: which measures when, alignment to SIPPS, how to administer, etc</li> <li>• <b>Train teachers</b> in screener during mandatory PD</li> </ul>

# Engaging the Broader Community

Teachers	Administrators	Families
<ul style="list-style-type: none"><li>• <a href="#">Feedback</a> on <a href="#">evaluation tool</a></li><li>• Updates in Teacher Newsletter including access to committee's slide deck</li><li>• Email updates after every meeting to K-2 staff</li><li>• Sandbox access to anyone who wants to try!</li><li>• Check ins with committee members?</li></ul>	<ul style="list-style-type: none"><li>• <a href="#">Feedback</a> on <a href="#">evaluation tool</a></li><li>• Updates in Site Admin FYI including access to committee's slide deck</li><li>• Email updates after every meeting to K-2 staff</li><li>• Sandbox access to anyone who wants to try!</li><li>• Check ins with committee members?</li></ul>	<ul style="list-style-type: none"><li>• <a href="#">Feedback</a> on <a href="#">evaluation tool</a></li><li>• Updates in family newsletter including access to <a href="#">committee's slide deck</a></li><li>• Presentation @ CAC April 22</li><li>• Sandbox access @ district with links to resources email <a href="mailto:ljstark@alamedaunified.org">ljstark@alamedaunified.org</a></li></ul>



# K, 1st, & 2<sup>nd</sup> GRADE FAMILIES

**Help us  
evaluate  
reading  
screeners!**



# AUSD

ALAMEDA UNIFIED SCHOOL DISTRICT

EXCELLENCE & EQUITY FOR ALL STUDENTS

# Early Reading Difficulties (ERD) Screener

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## Board Discussion