

ALBANY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

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The mission of Albany Unified School District is to provide excellent public education that empowers all to achieve their fullest potential as productive citizens. AUSD is committed to creating comprehensive learning opportunities in a safe, supportive, and collaborative environment, addressing the individual needs of each student.

REGULAR MEETING
ALBANY CITY HALL

1000 San Pablo
Albany, CA 94706

TUESDAY

February 13, 2018

Closed Session: 6:00 p.m. - 6:30 p.m.

Open Session: 6:30 p.m. - 9:45 p.m.

The public is encouraged to address the Board on any topic on the agenda. The President will also invite the public to speak during the section titled "Persons to Address the Board on Matters Not on the Agenda". To ensure accurate information is captured in the Board meeting minutes, please complete the "Speaker Slip" provided on the table and hand it to the clerk when speaking.

AGENDA

<p>Meeting Norms</p> <ol style="list-style-type: none">1. Maintain a focus on what is best for our students.2. Show respect (never dismiss/devalue others).3. Be willing to compromise.4. Disagree (when necessary) agreeably.5. Make a commitment to effective deliberation, each one listening with an open mind while others are allowed to express their points of view.6. Participate by building on the thoughts of a fellow Board member.7. Make a commitment to open communication and honesty; no surprises.8. Commit the time necessary to govern effectively.9. Be collaborative.10. Maintain confidentiality (which leads to the building of trust).11. Look upon history as lessons learned; focus on the present and the future. <p>All meetings are videotaped. (To view the videos, visit www.ausdk12.org)</p>	<p>I. OPENING BUSINESS 6:00 p.m.</p> <p>A) Call to Order</p> <p>B) Roll Call</p> <p>C) Identify Closed Session Pursuant to Agenda Section III Below</p> <p>II. PUBLIC COMMENT PERIOD FOR CLOSED SESSION ITEMS</p> <p><i>General public comment on any Closed Session item will be heard. The Board may limit comments to no more than three (3) minutes.</i></p> <p>III. CLOSED SESSION 6:05 p.m.</p> <p>A) CONFERENCE WITH LEGAL COUNSEL - Existing Litigation (Gov. Code section 54956.9): Philip Shen, et al. v Albany Unified School District Doe, et al v Albany Unified School District John Doe v Albany Unified School District C.E. v Albany Unified School District et. al. Kaidong Chen v Albany Unified School District</p> <p>B) CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION - Significant exposure to litigation pursuant to subdivision (b) of California Government Code Section 54956.9(a),(d)(2): Five (5) potential cases.</p>
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IV. OPEN SESSION

6:30 p.m.

(25 mins.)

Depending upon completion of Closed Session items, the Board of Education intends to convene to Open Session at 6:30 p.m. to conduct the remainder of its meeting, reserving the right to return to Closed Session at any time.

A) Reconvene to Open Session

B) Roll Call

C) Pledge of Allegiance

D) Reading of the AUSD Mission & Vision

E) Report of Action Taken in Closed Session

F) Approval of Agenda

G) School Spotlight: Albany Middle School

H) Approval of Consent Calendar

(The Consent Calendar includes routine items that may be handled with one action. Board Members may request any item be removed from the Consent Calendar without formal action.)

1. Board of Education

a) Minutes of the January 9, 2018 Board of Education Meeting------(pg.5)

2. Human Resources

a) Certificated Personnel Assignment Order & Classified Personnel Assignment Order------(pg.13)

I) BOARD AND SUPERINTENDENT REPORT

6:55 p.m.

(5 mins.)

J) STUDENT BOARD MEMBERS' REPORT

7:00 p.m.

(5 mins.)

K) PERSONS TO ADDRESS THE BOARD ON MATTERS NOT ON THE AGENDA

7:05 p.m.

(5 mins.)

Board practice limits each speaker to no more than three (3) minutes. The Brown Act limits Board ability to discuss or act on items which are not on the agenda; therefore, such items may be referred to staff for comment or for consideration on a future agenda.

L) STAFF REPORT

7:10 p.m.

1. Promoting Safe, Supportive, and Collaborative Environments for all Students and Staff -----(pg.17)

(15 mins.)

2. Special Education Update------(pg.22)
(10 mins.)

M) REVIEW AND DISCUSSION

7:35 p.m.

1. Albany Coming Together (ACT) Report with Recommendations -----(pg.24)
(45 mins.)

2. Hiring Freeze -----(pg.43)
(15 mins.)

N) REVIEW AND ACTION

8:35 p.m.

1. Resolution 2017-18-11: Election Methods------(pg.44)
(15 mins.)

2. Amendment for Design-Build Services with Rodan Builders for the Albany Middle School
(AMS) Annex Project with Guaranteed Maximum Price (GMP)------(pg.46)
(5 mins.)

3. Public Hearing: Resolution 2017-18-12: Requesting the State Board of Education to Waive
the District's Statutory Bonding Limit------(pg.49)
(15 mins.)

4. Agreement with Sunesys for Wide Area Network (WAN) Services------(pg.113)
(5 mins.)

5. Agreement with CDW-G for Procurement of Wireless Access Points and Network Equipment -----(pg.139)
(5 mins.)

6. Board Appointed Budget Committee -----(pg.147)
(20 mins)

AGENDA ITEMS/MATTERS INTRODUCED BY THE BOARD
(5 mins.)

9:40 p.m.

V. ADJOURNMENT

9:45 p.m.

The Board believes that late night meetings deter public participation, can affect the Boards decision-making ability, and can be a burden to staff. Regular Board Meetings shall be adjourned at 9:30 p.m. unless extended to a specific time determined by a majority of the Board.

FUTURE BOARD MEETINGS

Date	Time	Location
February 27, 2018	7:00 – 9:30 p.m.	Albany City Hall
March 13, 2018	7:00 – 9:30 p.m.	Albany City Hall

The Board of Education meeting packet is available for public inspection at: Albany Unified School District, 1051 Monroe Street; and is available on the Albany Unified School District web site: www.ausdk12.org. If you provide your name and/or address when speaking before the Board of Education, it may become a part of the official public record and the official minutes will be published on the Internet. In compliance with the Americans with Disabilities Act (ADA), if you need special assistance to participate in this meeting, please contact the Superintendent's Office at 510-558-3766. Notification must be given forty-eight (48) hours prior to the meeting to make reasonable arrangements for accessibility (28 CFR 35.102.104 ADA Title II).

ALBANY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

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MINUTES FOR REGULAR MEETING
REGULAR MEETING
ALBANY CITY HALL
1000 San Pablo
Albany, CA 94706
TUESDAY
January 9, 2018

I. OPENING BUSINESS

A) Call to Order

President Black called the meeting to order at 7:00 p.m.

B) Roll Call

PRESENT: President Black, Vice President Stapleton-Gray, Board Member Blanchard, Board Member Clark, Board Member Trutane, and Student Board Members Attanayake and Silwal.

STAFF: Superintendent Valerie Williams; Allan Garde, Chief Business Official; and Marie Williams, Director III, Curriculum, Instruction, and Assessment,

C) Pledge of Allegiance

The Board and members of the public who wished to recited the Pledge of Allegiance.

D) Reading of the AUSD Mission & Vision Statement

Student Board Members Attanayake and Silwal read the AUSD Mission & Vision Statement.

E) Approval of Agenda

President Black requested a motion to Approve: Albany Unified School District Board of Education Agenda for the January 9, 2018 Regular Meeting. Motion by Member Clark, seconded by Member Trutane. The Board was polled and passed unanimously.

F) School Spotlight: Albany High School

Albany High School Principal, Alexia Ritchie, addressed the Board regarding the School Spotlight on Albany High School and highlighted three student led organizations (SEAC, SPEAK, and STAND). Ms. Ritchie introduced Albany High School student, Anna Baker-Heims, a member of the group titled SPEAK that was started after Instagram incident at Albany High School. SPEAK members go into to AUSD fifth grade classes to talk about racism and discrimination. SPEAK members have already presented to eleven classes last year, and visited every fifth grade classroom this year.

They are planning a comprehensive set of four lessons, one per quarter, opening with the history of racism and discrimination. A lesson on privilege will start mid January. Digital citizenship and a call for ideas for action at the elementary school sites will finish the series. Another Albany High student group spotlighted was STAND. The STAND group focuses its efforts at the high school itself. They have reached 900 students with a discussion about sexism and racism, also reaching 40 teachers and administrators. STAND hosted an immigrants' rights rally and are preparing a series of parent education presentations. The other Albany High School student group spotlighted was SEAC, the Superintendent's Equity Advisory Council group, that was formed by Superintendent Williams. The SEAC group meets regularly with Superintendent Williams to discuss issues of equity at Albany High School (to view the presentation and comments, visit www.ausdk12.org).

G) Approval of Consent Calendar

(The Consent Calendar includes routine items that may be handled with one action. Board Members may request any item be removed from the Consent Calendar without formal action.)

1. Board of Education

a) Minutes of the November 28, 2017 Board of Education Meeting

The Board requested the following revisions:

J) PERSONS ~~TO ADDRESS~~ TO ADDRESS THE BOARD ON MATTERS NOT ON THE AGENDA

2. Human Resources

a) Certificated Personnel Assignment Order & Classified Personnel Assignment Order

3. Business Services

a) Resolution 2017-18-07 – Signatures (Payroll Documents)

b) Resolution 2017-18-08 - Signatures (Official Documents)

c) November 2017 Warrant Report

d) November 2017 Donation Report

4. Curriculum & Instruction

a) Approve School Accountability Report Cards (Elementary)

b) Quarterly Report on Williams Uniform Complaints (Oct - Dec 2016)

c) Overnight Field Trip: Albany High School Speech and Debate Club to Stanford University Speech and Debate Tournament in Santa Clara, California

Member Trutane thanked both SchoolCARE for a \$274,000.00 donation and Albany Education Foundation for a \$16,000.00 donation that were listed on the November 2017 Donation Report.

President Black requested a motion to Approve: Consent Calendar. Motion by Member Blanchard, seconded by Member Trutane. The Board was polled and passed unanimously. Member Black abstained from check number 51031595.

H) REVIEW AND ACTION

1. Appointment to the City of Albany Community Media Access Committee (Student Appointment)

Superintendent Williams addressed the Board regarding the student appointment to the City of Albany Community Media Access Committee and stated that the purpose of this item was for the Board to review and approve the appointment. The City of Albany Community Media Access Committee advises the City on changes to the Cable TV access policy, operations for KALB and cable related activities, video production training opportunities for Albany residents, and Albany based programming. The Board of Education appoints two members – one adult and one student. The City of Albany Community Media Access Committee appointment term is two (2) years. Jeremy Allan, KALB Media Administrator, is the City of Albany Community Media Access Committee Liaison.

Student Board Member Silwal stated that she supports the appointment because of Raquel Ramirez's experience that is noted in the statement of interest below (to view the comments, visit www.ausdk12.org).

I am interested in being a student member of CMAC. My love of film and media has implored me to be a part of all aspect, from production to distribution, of the media making process. I have always strived to not be a passive consumer, and have always looked for opportunities to understand media on various levels. I've gained experience with public media as member of the Youth Advisory Board for KQED. CMAC would not only strength and grow my experience, but would allow me to have a more active role in my community. CMAC provides an excellent avenue to optimize access to media on a local level, a process that few people ever get to be a part of. At its core, media, in its various forms (whether it be film, television, or news), is about sharing stories about the human experience. Local media strengthens and promotes the voices of the community, ultimately acting as a unifier for the collective. In a place as culturally diverse as Albany, it is necessary for people to have access to the various experiences of their community members. It has always been a goal of mine to be a part of this empathy building process. In these politically divisive times, I feel that the best way to ensure compassion and empathic values in a community, is to support access to local media which would allow people to feel as if their voices are being heard. The method in which stories are shared has evolved. This may complicate the process of spreading information, but also makes it accessible to everyone. I want to be able to contribute to this integral part of the Albany community. Thank you for your consideration.

President Black requested a motion to Approve: Appointment to the City of Albany Community Media Access Committee (Student Appointment). Motion by Member Trutane, seconded by Vice President Stapleton-Gray. The Board was polled and passed unanimously.

I) BOARD AND SUPERINTENDENT REPORT

Superintendent Williams, Member Trutane, Member Clark, and Vice President Stapleton-Gray addressed the Board and made comments about district related events they attended and district business (to view the comments, visit www.ausdk12.org).

J) STUDENT BOARD MEMBER REPORT

Student Board Members Attanayake and Silwal provided the Board with the following Student Board Member Report:

In December, the AHS Choirs celebrated the 10-year anniversary and final round of Madrigal Delights! With an epic four course meal, three act play, and music all around, it was a night to remember.

The OceanView Sing Along was on Friday, December 15th in the Multipurpose Room. With holiday tunes and singing galore, the holiday spirit was strong.

AUSD's Black Parent Engagement Committee hosted Dine & Donate on January 4th at Farm Burger. It was a great night to come together as a community.

The Brunch De Reyes took place on January 6th in the Cornell Multi-purpose Room. It was fun for all!

Last night, AUSD implemented the Speak Up Be Safe curriculum created by the Childhelp organization. Childhelp Speak Up Be Safe is a research-based child abuse and bullying prevention education curriculum equipping students nationwide with skills they need to play a significant role in the prevention or interruption of abuse and bullying. In the coming weeks, all AUSD elementary students in grades 1-5 will be receiving their grade level Speak Up Be Safe two-part lesson series.

There will be no school on Monday, January 15th in observance of Martin Luther King Jr. Day.

On Wednesday, January 17th, from 7-8:30pm, there will be a Parent Education Night at Marin. Professor Dr. Rodolfo Mendoza-Denton discusses the question : "How we can come together to talk to our children about discrimination and inequality." This event is presented to you by the Oceanview, Cornell and Marin PTAs.

The Albany Music Fund will be having a meeting on January 20th at 9:30AM in the Albany High School Choir room!

The Books Inc. book fair will be at Cornell from January 22nd through January 26th. Come on down for books and fun!

Student Board Member Silwal stated that she attended the Alameda Youth Empowerment Conference at the REACH Ashland Youth Center.

K) PERSONS TO ADDRESS TO ADDRESS THE BOARD ON MATTERS NOT ON THE AGENDA

Board practice limits each speaker to no more than three (3) minutes. The Brown Act limits Board ability to discuss or act on items which are not on the agenda; therefore, such items may be referred to staff for comment or for consideration on a future agenda

No one addressed the Board on matters not on the agenda.

L) REVIEW AND DISCUSSION

1. School Accountability Report Cards (Secondary)

Director Williams addressed the Board regarding School Accountability Report Cards (Secondary) and stated that the purpose of this item was for the Board to review and discuss the item. All public schools in California are required to prepare School Accountability Report Cards (SARCs) and disseminate them to the public on or before February 1st of each year.

SARCs provide the public with important information about each public school, communicate the school's progress in achieving its goals, and provide parents with data and information to make meaningful comparisons between schools. Approximately 75% of the data required for inclusion in the SARC is provided by California Department of Education. The remaining data is gathered from site principals and District staff. Director Williams stated that from 2014-2015 to 2015-2016, the percentage of 8th grade students scoring proficient and advanced on the end-of-year CST science summative assessment declined from 82% (2015) to 77% (2016). During the previous three years, the average percentage of 8th grade students scoring proficient or advanced on the end-of-year CST science summative assessment was 78%. The dip in scores from 2015 to 2016 might be explained by a series of significant changes in science education at the state and local level that include: 1) The state adopted Next Generation Science Standards (NGSS) in September 2013; NGSS was subsequently adopted by AUSD Board of Education in November 2014; 2) With the adoption of NGSS, AMS adopted a new integrated model of science instruction. The integrated science course sequence organizes content so that concepts build naturally upon one another. The traditional model of science instruction arranged content in discrete subject specific chunks; and 3) 2015-2016 would have been the first year AMS 8th grade students experienced NGSS in the classroom; however, the 8th grade end of year summative assessment in 2016 was still aligned to the old science content standards. Assessments aligned to NGSS will be operational in 2018-2019. At that time, it will no longer be appropriate to compare end of year CST science summative assessments (administered up until 2016) with the new NGSS aligned assessments.

Director Williams stated that in December 2017, the Board was notified that the District would receive the highest possible performance ratings on the Fall 2017 California Dashboard in all areas except for suspension rate. A preliminary review of the suspension rate data revealed that the Instagram incident (and ensuing suspensions) did not have a significant impact on the District's suspension rates overall. Raw data showed that there were only 10 more suspensions at Albany High School in 2016-2017 than the prior year 2015-2016. The most significant increases in suspensions occurred at Albany Middle School. In 2015-2016, 22 students were suspended at least once at Albany Middle School, and in 2016-2017, 67 students were suspended at least once. The student groups with the most significant increases in suspension rates on the Fall 2017 Dashboard were: socioeconomically disadvantaged (+3.2%); students with disabilities (+3%); and Hispanic/Latino (+2.6%). Upon reviewing the suspension rate data, Albany Middle School immediately began engaging in conversations with their whole staff around strategies to reduce out of school suspensions. While they are not fully able to explain the reason for the increase in the number of suspensions from 2016 to 2017, Albany Middle School site administration has been working to refine its school discipline systems in order to reduce the suspension rate for the current and future school years. Site administration is in the process of reviewing and revising the site's discipline grid (in order to remove suspension as a first level consequence for many behavior infractions) and monitoring current suspension numbers very closely (to date 25 students have been suspended at least once). A suggestion was made to post a video of each school's Board of Education spotlight, along with these reports, on the AUSD website (to view the comments, visit www.ausdk12.org).

2. Albany High School Grading

Director Williams addressed the Board regarding Albany High School Grading and stated that the purpose of this item was for the Board to review and discuss Albany High School's grading practices because Board Policy 5121 requires the Superintendent or designee to establish and regularly evaluate a uniform grading system. Director Williams presented grade mark analysis data from Albany High School 2016-2017 spring and summer semester report cards that shows all grades earned that have a direct impact on graduation and college eligibility. The most recent Albany High School cohort graduation rate (2015-2016) was 93.3%. The University of California/California State University a-g completion rate for that same cohort (2015-2016) was 62.3%.

The Board, staff, students, and community members discussed that there are two possible reasons for the discrepancy in these two data sets, either not all students who graduated enroll in all of the courses needed to meet minimum UC/CSU eligibility requirements and/or not all students enrolled in UC/CSU eligible classes earn the required grade of C or better to fulfil eligibility requirements. The two key differences between the Albany High School graduation requirements and the UC/CSU a-g eligibility requirements are the number of credits students must earn in mathematics (two years for high school graduation and three years for a-g eligibility) and the number of credits students must earn in a world language course (two years for a-g eligibility and no requirement for graduation). Standards-Based Grading, Course Remediation, Course Validation, and Grading System Revisions were discussed as possible approaches for closing this gap between the cohort graduation rate and the UC/CSU a-g completion rate.

During the 2016-2017 school year, Albany High School piloted Haiku, a learning management system that includes a standards-based grading component. Director Williams introduced Albany High School Principal, Alexia Ritchie, who provided an update on the implementation of Haiku. Haiku was purchased for schoolwide implementation during the 2017-2018 school year. Standards-based grading emphasizes a shift away from the traditional assignment of letter grades toward evaluating student mastery of defined learning objectives. The Board, staff, students, and community members discussed the implications of standards based grading on college applications. Teachers who use standards-based grading convert their standards based grades into a final letter grade for the purposes of reporting grades on a report card or transcript. The “traditional assignment of letter grades” refers to the common practice of awarding points/grades for completion of tasks not necessarily tied directly to meaningful demonstration of content mastery (e.x. homework completion or subtracting points for late submission of assignments). The shift away from this practice emphasizes assigning points for demonstrating mastery of content and de-emphasizes the importance of completing tasks not tied to directly tied to mastery of content standards.

The Board, staff, students, and community members discussed multiple definitions of student success such as high academic achievement, successful career preparation, and social/emotional intelligence. There was a discussion about the need to broaden the definition of student success to include things like activities outside of the school setting. Students spoke about their struggles with unhealthy pressures at Albany High School to achieve both academically and socially. Teachers objected to discussions about Albany High School Grading practices taking place at the Board meeting rather than allowing the the discussions to continue to take place at the site level. After a discussion, the Board encouraged the school site to continue having discussions about Albany High School Grading practices (to view the discussions, visit www.ausdk12.org).

3. 9% Budget Reserve Policy

Chief Business Official, Allan Garde, addressed the Board regarding the 9% Budget Reserve Policy and stated that the purpose of this item was for the Board to review and discuss policy adopted by the Board at the April 7, 2015 Board Meeting. The minimum required reserve from the State, for a school district our size, is 3%. A number that the State claims ensures AUSD will have funds available to meet financial obligations. Dipping below 3% would provide a warning to the County or State that oversight may be needed. Mr. Garde stated that the 3% reserve requirement is not adequate because it does not reflect the volatility inherent in the State Budget process. State revenues represent about 80% of the total revenues received by school districts, and the State depends on revenues collected from a California’s high-income earners to provide these funds. Unfortunately, these funds are extremely volatile as evident during the Great Recession, from 2008 to 2011, when California saw a sudden 20% decline in Personal Income Tax revenues. Also, a 30% decline occurred in the stock market when the dot-com bubble burst in the late 2000’s. For these reasons, retaining the 9% reserve policy is recommended.

Mr. Garde stated that although AUSD began the Great Recession with a budget reserve of over 15%, AUSD had to monitor cash daily and delay payments by several months to local vendors, delay payments to PG&E for electricity, and make agreements with CalPERS, Delta Dental, and VSP to delay payments for employee benefits. Fortunately, AUSD did not issue loans to meet payroll obligations, or reduce the number of instructional days, or implement furloughs because of an emergency parcel tax passed on November 3, 2009. However, the State survived the Great Recession's \$130.2 billion budget gap by making sweeping cuts to programs, passing down services previously handled by the State down to the local level, utilizing accounting gimmicks by deferring payments to agencies which totaled \$35 billion in 2011, and placing a measure on the November 2012 ballot explicitly stating further reductions (mostly focused on education) will occur if the measure did not pass. Many school districts across the State survived the Great Recession by laying off staff, issuing loans to meet payroll obligations, delaying payments to vendors including local vendors and utility agencies, reducing instructional days by 5 (Temporarily allowed by the State), implementing furlough days to staff, and utilizing State grants for specific programs to pay for general items like utilities. Because of AUSD's 15% reserve, these types of drastic measures were not required by AUSD.

Mr. Garde stated that the current AUSD 9% reserve policy implements a Budget Priorities Process when in the 2nd subsequent year of the multiyear projections, the Budget shows a reserve less than 9%. The current AUSD 9% reserve policy accomplishes three important things; 1) Ensures sufficient cash on hand to meet payroll every month; 2) Ensures stability of programs throughout the unstable State Budget Process; and 3) Ensures time needed to engage stakeholders and implement a Budget Priorities Process to stabilize the budget. Member Clark stated that he did not believe that AUSD needs a 9% reserve. The Board, staff, and community members discussed that whether or not the current 9% reserve policy is retained, as long as there is an operating deficit, reductions will have to occur because the reserve does not replenish itself. The reserve is one-time money that will be gone when it is spent. Therefore, sooner the district makes the budget cuts that match income to expenses, the more reserve will be left. Speakers encouraged the Board to move forward on the planning process for determining cuts. Speakers also encouraged the Board to make reductions at the district office and complained about the recent raise provided to the Superintendent and the district paid health and welfare benefits provided to administrators. Member Trutane stated that the Board has worked with staff to ensure that the 2018-19 school year will proceed without school site staff reductions. Savings have already been generated by staff reductions at the district office, non-staff reductions at school sites, and reallocating funds internally (to view the comments, visit www.ausdk12.org).

M) AGENDA ITEMS/MATTERS INTRODUCED BY THE BOARD

The Board requested that the following items be placed on the agenda of an upcoming regularly scheduled Board of Education meeting agenda under Review & Discussion:

1. Hiring Freeze

N) EXTEND TIME OF MEETING TO 9:45 P.M.

President Black stated that a vote was needed to extend the meeting time past 9:30 p.m.

President Black requested a motion to Approve: Extend Time of Board Meeting to 9:45 p.m. Motion by Member Blanchard, seconded by Vice President Stapleton-Gray. The Board was polled and passed unanimously.

II. ADJOURNMENT

The Board believes that late night meetings deter public participation, can affect the Board's decision-making ability, and can be a burden to staff. Regular Board Meetings shall be adjourned at 9:30 p.m. unless extended to a specific time determined by a majority of the Board.

The Board adjourned at 9:45 p.m.

FUTURE BOARD MEETINGS

Date	Time	Location
January 23, 2018	7:00 – 9:30 p.m.	Albany City Hall
February 13, 2018	7:00 – 9:30 p.m.	Albany City Hall

Personnel Assignment Order: Pending Approval

BOE Meeting 2/13/2018

Class Certificated

Category: Amendment

<i>Position</i>	<i>Name</i>	<i>Reason</i>	<i>Site</i>	<i>FTE/Amt</i>	<i>Effec Date</i>	<i>End Date</i>	<i>Action</i>	<i>Funding</i>
Teacher	Nubla, Danielle	Leave return date 1/29/18 instead of 2/1/18					Approve	

Category: Leave

<i>Position</i>	<i>Name</i>	<i>Reason</i>	<i>Site</i>	<i>FTE/Amt</i>	<i>Effec Date</i>	<i>End Date</i>	<i>Action</i>	<i>Funding</i>
Counselor	Britton, Kelly		AMS	1.0 FTE	3/12/18	6/15/18	Approve	
School Psychologist	Mueller, Lauren		AMS	1.0 FTE	2/26/18	6/15/18	Approve	
Teacher	Loya, Danielle		OV	1.0 FTE	03/12/18	6/15/18	Approve	
Teacher	Prowell, Sam		MA	1.0 FTE	4/16/18	5/25/18	Approve	

Category: New Hire

<i>Position</i>	<i>Name</i>	<i>Reason</i>	<i>Site</i>	<i>FTE/Amt</i>	<i>Effec Date</i>	<i>End Date</i>	<i>Action</i>	<i>Funding</i>
Substitute Teacher	Chew, Justin		DW	\$140.00/day	2/5/18		Approve	GF
Substitute Teacher	Finley, Douglas		DW	\$140.00/day	2/5/18		Approve	GF

Monday, February 05, 2018

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BOE Meeting 2/13/2018

Substitute Teacher	Lappetito, Tyler	DW	\$140.00/day	2/5/18	Approve	GF
Substitute Teacher	Savangsy, Diana	DW	\$140.00/day	2/5/18	Approve	GF
Substitute Teacher	Shoshani, Michele	DW	\$140.00/day	2/5/18	Approve	GF
Summer School Principal	Duncan, Heather	CO	\$7,000.00	1/18/18	Approve	GF

Class Classified*Category: Leave*

<i>Position</i>	<i>Name</i>	<i>Reason</i>	<i>Site</i>	<i>FTE/Amt</i>	<i>Effec Date</i>	<i>End Date</i>	<i>Action</i>	<i>Funding</i>
Aquatics Director	Mendieta, Amanda		Pool	1.0 FTE	2/5/18	2/26/18	Approve	

Category: New Hire

<i>Position</i>	<i>Name</i>	<i>Reason</i>	<i>Site</i>	<i>FTE/Amt</i>	<i>Effec Date</i>	<i>End Date</i>	<i>Action</i>	<i>Funding</i>
Aft Sch Inter	Pope, Pat		CO	\$22.00/hour	1/19/18		Approve	GF
Café Asst. I	Howard, Kejean		CK	.5 FTE	12/14/17		Approve	CK
Coach, Asst. Track and Field	Molinari, Rebecca		AHS	\$2,946.06	17/18 SY		Approve	GF
Coach, Asst. Wrestling	Griffin, Jason		AMS	\$1,964.04	17/18 SY		Approve	GF
Coach, Boys Basketball, 8th	Moore, Cairo	Share with Lopez	AMS	\$1,907.75	17/18 SY		Approve	GF

BOE Meeting **2/13/2018**

Coach, Head Boys	Koo, David	AHS	\$3,387.97	17/18 SY	Approve	GF
Coach, Head Track and Field	Capps, Dana	AMS	\$2,307.75	17/18 SY	Approve	GF
Custodian	Escobar Vasquez, Maria	Pool	.25 FTE	1/6/18	Approve	Pool
Exec. Asst. to Sup	Sen, Julie	DO	1.0 FTE	3/12/18	Approve	GF
Lead Custodian	Betz, Richard	AHS	1.0 FTE	1/22/18	Approve	GF
Substitute Para-educator: ACC	Khorasani, Fatemeh	ACC	\$13.30/hour	2/1/18	Approve	ACC
Substitute Para-educator: ACC	Sibai, Maya	ACC	\$13.30/hour	2/1/18	Approve	ACC
Substitute Para-educator: ACC	Yavuzer, Berrin	ACC	\$13.30/hour	2/1/18	Approve	ACC
Substitute Yard Aide	Vargas, Frank	OV	\$11.00/hour	1/24/18	Approve	GF

Category: Separation of Service

Position	Name	Reason	Site	FTE/Amt	Effec Date	End Date	Action	Funding
Custodian	Betz, Richard	Accept new position	OV	1.0 FTE	1/19/18		Approve	
Secretary II	Sen, Julie	New Position	DO	1.0 FTE	3/9/18		Approve	
Yard Aide	Vargas, Frank		OV	.25 FTE	1/23/18		Approve	

BOE Meeting 2/13/2018

Category: Status Change

<i>Position</i>	<i>Name</i>	<i>Reason</i>	<i>Site</i>	<i>FTE/Amt</i>	<i>Effec Date</i>	<i>End Date</i>	<i>Action</i>	<i>Funding</i>
Yard Aide	Adler, Mia	Rescind	CO	.25 FTE	1/19/18		Approve	

Class Uncompensated Service

Category: Volunteer

<i>Position</i>	<i>Name</i>	<i>Reason</i>	<i>Site</i>	<i>FTE/Amt</i>	<i>Effec Date</i>	<i>End Date</i>	<i>Action</i>	<i>Funding</i>
	Lund, Kellie				2/14/18		Approve	
	Rivello, Lucy				2/14/18		Approve	
	Saephanh, Pamela				1/26/18		Approve	
	Zhang, Qin				2/14/18		Approve	

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of February 13, 2018

ITEM: PROMOTING SAFE, SUPPORTIVE, AND COLLABORATIVE ENVIRONMENTS FOR ALL STUDENTS AND STAFF

PREPARED BY: CARRIE NERHEIM, DIRECTOR, STUDENT SERVICES

TYPE OF ITEM: STAFF REPORT

PURPOSE:

The purpose of this staff report is to provide the Governing Board and community with information regarding activities taking place throughout the District to promote a safe, supportive, and collaborative environment for students and staff.

BACKGROUND INFORMATION:

AUSD's Governing Board, District staff, and members of the Albany community are actively engaged in dialogue around strategies to ensure respect, inclusion, and empathy for all members of the AUSD learning community. District staff continues to highlight programs and activities that improve the culture and climate of our school community.

DETAILS:

Update on New Ethnic Studies Program at Albany High School

Michelle Lau-Seim has created the first ethnic studies program at Albany High School. This course meets the A through G requirements for Social Science. Ms. Lau-Seim, a fifteen year veteran history teacher, is excited to offer a program that covers indigeneity, coloniality, hegemony, decoloniality and regeneration. Twenty-four students are participating in this year-long course, during which they will each conduct their own research project on a topic of their choosing. The course overview states that it is intended to provide an investigation of the local and global struggles confronted by communities of color throughout history.

STRATEGIC GOALS ADDRESSED:



Objective #1: *Assess and Increase Academic Success. Goal: We will provide a comprehensive educational experience with expanded opportunities for engagement, assessment,*

and academic growth so that all students will achieve their fullest potential.



Objective #2: *Support the Whole Child. **Goal:** We will foster the social and emotional growth of all students, implement an array of strategies to increase student engagement, identify individual socio-emotional and behavioral needs, and apply collaborative appropriate interventions.*

RECOMMENDATION: RECEIVE THE STAFF REPORT ON PROMOTING SAFE, SUPPORTIVE, AND COLLABORATIVE ENVIRONMENTS FOR ALL STUDENTS.

Ethnic Studies is a year-long course that investigates the local and global struggles confronted by communities of color throughout history. It is an interdisciplinary course that introduces students to foundational concepts and methods for studying subjectivities such as ethnicity, class, and gender relations in the United States and in the world. Students study history, literature, music, and art through a sociological lens with an end goal for them to develop their own unique and informed framework for interpreting struggle and inequality. The purpose is to identify and understand why social inequalities in the United States persist and how these inequalities are distributed across racial, gender, and socioeconomic lines.

Ethnic Studies Course Purpose

Pre-Colonial First Peoples
Roots
 Aboriginal
Indigeneity
 First Nations Original
 Origins

Internal Coloniality
Violence
 Deindigenization
 Forced Migration
 Explicit Macro-Aggressions
 Enslavement
Dehumanization
 Detribalization
 Control
 Oppression
 Explicit Gentrification
Colonization
 Displacement
 Establishing Systems of Colonial Hierarchy: Knowledge-Culture
 Trauma
Exclusion
Colonialism
 Explicit Erasures/Replacement
 Containment
Neocoloniality
 Explicit White Property Rights
Imperialism
Genocide
 Settler Coloniality
 Forced Diaspora
 Explicit Oppressive Power & Privilege
 White Supremacy
 Legislative Oppression
Pain

Complicity
 Empire
 Invisibility
 Collusion
 Geo-Historical Amnesia
Hegemony
 Implicit White Property Rights
 Color Blindness
 Implicit Coloniality
 Denial
 Implicit Oppressive Power & Privilege
 Implicit Normalization
 Hidden Curriculum of Coloniality
 Micro-Agressions
 Implicit Maintenance of Systems of Power

Self & Community Care
 Resurgence
 Honesty
 Healing
 Recognition
 Dreaming
 Empowerment
 Community Cultural Wealth
 Decoloniality/Regeneration
 Self-Determination
 Dignity
 Reconciliation
 Liberation
 Love
 Community Organizing
 Critical-Compassionate-Creative Consciousness
 Peace
 Decolonization
 Reclamation
 Pro-Love
 Humanization
 Restoration
 Regeneration of Indigenous Cultures
 Reciprocity
 Social & Ecological Justice
 Revitalization
 Critical Transformation
 Counter-Narrativity
 Anti-Oppression
 Reimagination
 Solidarity
 Equity
 Sovereignty
 Protest Movements & Revolutions
 Transformational Resistance to Hegemonic/Oppressive/Colonial Systems of Power
 Empathy
 Belongingness
 Counter-Hegemony
 Freedom
 Agency
 Counter-Genocide
 Remembrance

**ALBANY UNIFIED SCHOOL
DISTRICT BOARD AGENDA BACKUP**

Regular Meeting of February 13, 2018

ITEM: **Special Education Update**

PREPARED BY: **Diane Marie, Director of Special Education**

TYPE OF ITEM: **Staff Report**

PURPOSE:

The purpose of this item is to provide an update about the Special Education department.

BACKGROUND INFORMATION:

At the January 23, 2018 Board meeting, the Board requested a Special Education update be made at each Board Meeting.

DETAILS:

Since the January 23, 2018 Board Meeting, the following has been done:

- Two meetings have been held with the NR SELPA to discuss special education issues raised at Board meetings and the district's proposal to address these concerns.
- Training focused on working with paraeducators was identified as a need at the Special Education Roundtable. Training was provided to special education teachers at our January special education staff meeting. At that training, a need for training on fostering independence was identified and will tentatively be provided in March.
- The Special Education Round Table discussed having a paraeducator professional development schedule developed for the 2018-2019 school year and made available to paraeducators at the beginning of the school year. Paraeducators provided topics for professional development in meetings with the director and program specialists. Teachers will be asked to provide input regarding additional areas for paraprofessional professional development. Goal: mail 2018-2019 professional development schedule to paraeducators in August 2018.
- In addition, the Special Education Roundtable discussed that the Paraeducator Handbook needed to be updated. Goal: complete by the end of August 2018.
- Training will be developed to provide to new paraeducators. Goal: implement in the 2018-2019 school year.
- A clerk position was posted on January 30th. Conversations with site principals have occurred and meetings scheduled with site administrator and special education teachers to discuss the clerk position. Goal: have clerk in place by March 2018.
- Staff discussions at elementary and secondary level about meeting student needs. Goal: by end of the 2017-2018 school year.
- The District continues to monitor and evaluate special education staffing needs.

STRATEGIC OBJECTIVES ADDRESSED:



Objective #1: *Assess and Increase Academic Success.* **Goal:** *We will provide a comprehensive educational experience with expanded opportunities for engagement, assessment, and academic growth so that all students will achieve their fullest potential.*



Objective #2: *Support the Whole Child.* **Goal:** *We will foster the social and emotional growth of all students, implement an array of strategies to increase student engagement, identify individual socio-emotional and behavioral needs, and apply collaborative appropriate interventions.*

RECOMMENDATION: Receive the Special Education Staff Report.
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**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of February 13, 2018

ITEM: **ALBANY COMING TOGETHER (ACT) RECOMMENDATIONS
TO THE AUSD SUPERINTENDENT AND BOARD OF
EDUCATION**

PREPARED BY: **VALERIE WILLIAMS, SUPERINTENDENT**

TYPE OF ITEM: **REVIEW AND DISCUSSION**

PURPOSE: The Board of Education to receive and discuss the Albany Coming Together (ACT) report with recommendations

BACKGROUND INFORMATION: The purpose of the Albany Coming Together (ACT) Task Force is to mobilize students, AUSD staff and parents as equal partners to foster an equitable and inclusive school environment for all students. ACT's charge is to empower students to be culturally aware, civic-minded and steadfast allies for one another. ACT's recommendations support AUSD teachers and administrators to interrupt bias, promote social justice, and affirm a welcoming and supportive learning environment for all students, staff and families.

DETAILS: The ACT Task Force is comprised of a Steering Committee and seven sub-committees. The Steering Committee consists of two co-chairpersons, the chairpersons of the sub-committees, an elementary and secondary administrator, student representatives, community representatives, and the Superintendent. Itoco Garcia provided facilitation and guidance. The sub-committees met over the last nine months to develop specific recommendations to advance ACT's equity goals.

To gather additional stakeholder input, ACT Co-Chairpersons, Carla Jorden-Swan and Bonnie Wolf, met with AHS and AMS administrators and staff; Special Education staff and parent advocates; and parents of the targeted students. The African American/Black Parent Advisory Group, Latina Familias, and the Jewish Parent Engagement Group also met to provide equity-based recommendations to the ACT Steering Committee. The ACT Steering Committee met with student equity leaders from Albany Stands, Speak, and the Student Equity Advisory Committee (SEAC) to ensure student voice and representation. Surveys were conducted with AHS and AMS students and staff, and parents in AUSD.

KEY QUESTIONS/ANSWERS:

Q: Will the ACT Task Force be disbanded after the recommendations are presented?

A: The Superintendent will convene an ongoing ACT Steering Committee to work collaboratively with the district for oversight of the recommendations and implementation process.

FINANCIAL INFORMATION: The budget needs are set forth in the 2017-18, 2018-19, and 2019-20 Local Control Accountability Plan. \$75,000 for 2017-18, \$50,000 for 2018-19, \$25,000 for 2019-20.

STRATEGIC GOALS ADDRESSED:



Objective #1: *Assess and Increase Academic Success. Goal: We will provide a comprehensive educational experience with expanded opportunities for engagement, assessment, and academic growth so that all students will achieve their fullest potential.*



Objective #2: *Support the Whole Child. Goal: We will foster the social and emotional growth of all students, implement an array of strategies to increase student engagement, identify individual socio-emotional and behavioral needs, and apply collaborative appropriate interventions.*



Objective #3: *Communicate and Lead Together. Goal: All stakeholders will collaborate and communicate about decisions that guide the sites and district.*

RECOMMENDATION: The Board of Education to receive and discuss the Albany Coming Together (ACT) report with recommendations

Albany Coming Together Task Force

Report of Recommendations to the Superintendent and Board of Education

Executive Summary:

The Albany Coming Together Task Force (ACT) was formed as a response to issues of racism, bias, and oppression, and to find positive and proactive ways to resolve tensions, build trust, and provide pathways towards healing for the community. The ACT committees, in total, comprise a group of more than sixty people. The ACT Steering Committee met from June, 2017 to January, 2018, to determine what was working well and what were areas of growth in the District. The ultimate task was to make recommendations to the Superintendent and the Board. The inquiry was focused on how to create more nurturing, safe, and inclusive schools for all students, and how to help students feel like honored, valued, and cared for members of the community. The recommendations are also designed to support students to become culturally aware, advocate for social justice, and to stand in solidarity with one another.

ACT mobilized students, Albany Unified School District (AUSD) staff, and parents as equal partners to foster an equitable and inclusive school environment for all. ACT's recommendations are intended to support AUSD teachers and administrators to interrupt bias, promote social justice, and affirm a welcoming and supportive learning environment for all students, staff and families. ACT will transition from an advisory role to a partner overseeing the implementation of ACT's recommendations.

The ACT process supported community awakening and solidarity amongst a diverse group of people who joined together to create solutions to some difficult and emotional challenges. When concerns around race, prejudice, and bias arise, we want to be a proactive and responsive community. There is a need for collective healing in our community, and there is a tremendous amount of resiliency, resolve, and passion around these issues. We must leverage this energy to continue to build trust in our community, and improve how we value each other.

Some of the most important concerns relate to not just bullying but racism, sexism and interpersonal interactions, and the desire for students, teachers, and parents to participate in meaningful discussions about these issues. The types of bullying prevalent in AUSD, and the locations where they occur, are also important findings regarding bullying and school climate and culture in Albany schools.

These findings point to some important directions for programs and professional learning. Salient themes include a desire from multiple stakeholders to engage in inquiry

around a) building an equity-infused curriculum at all stages, b) training of teachers and staff in discussion and handling of identity related issues, c) funding for positions that support equity and mental health, and d) providing opportunities for students of diverse backgrounds and interests to flourish within the school system. The specific recommendations are grouped under the areas of: Equity, Inclusion and Diversity, Healthy School Climate, Professional Learning, Student Learning and Leadership, Parent Learning and Leadership, and Collective Healing and Community Building.

History

AUSD and our community have been wrestling with our personal and collective responses to hate incidents that have occurred locally and nationwide, which have impacted many of us in different ways. Albany, as a community, has made a commitment to confront, understand, and process the pain of these events. Careful analysis of local events and our responses to them led to ACT as a way to embody our commitment to respond in a proactive and positive way to the tensions in our community. The ACT process was intended to begin building trust and understanding in our community as well as provide a pathway towards community healing.

ACT was convened in the spring of 2017 as a multi-stakeholder community process designed to engage in inquiry into the hate incidents in our community and how they happened, as well as to make recommendations about how to foster a safer, more equitable, and inclusive school environment for all students and families in our community. This process was intended to collaboratively initiate a transformational systems change that supports students, staff, and parents to become culturally aware, civic-minded and to stand in solidarity with one another. ACT also was designed to create affirming, empowering, and trusting learning environments.

ACT was launched in May of 2017, and formed the Steering Committee and subcommittees: Community Engagement, Secondary Curriculum, Elementary Curriculum, Staff Engagement and Professional Development, Parent Engagement, Student Engagement, Policy and Organizational Development. In early June, 2017, the Steering Committee began holding regular bi-weekly meetings and some subcommittees also began to meet, most notably the Elementary Curriculum committee. The two ACT Steering Committee Co-Chairperson, Lerond Mallard, parent of a targeted student, and Bonnie Wolf, parent and coach, provided support and facilitation for the parents of the targeted students, provided collaborative leadership to convene the committees, set direction, and engaged community members to build an affirming and inclusive school climate for all.

In the fall of 2017, the Steering Committee worked to make meeting agreements as well as develop the ACT vision, tools, and ways to support the subcommittees. Student leaders from Albany Stands and Albany Speaks provided consistent input to the Steering Committee and ensured student voice throughout the process. In late October, ACT and AUSD contracted with HipHop Scholastics to provide support to the subcommittees and Steering Committee to help them complete the project.

On November 30th 2017, we held an All ACT meeting to update the community on our progress and to re-energize all of the subcommittees. Carla Jorden-Swan, a resource teacher at Albany High, stepped in as co-chair when Lerond Mallard was unable to continue and was instrumental in representing teacher voice and the goals of the community as a whole. Surveys for staff, students, and parents were generated to provide another data point and feedback loop for the community. The remaining subcommittees met regularly and submitted their recommendations to the Steering Committee at the end of January 2018.

Vision

Parents, students, and staff share a vision to: heal and move forward together; ensure an affirming school environment where hate and harm have no place; empower our children and students to be culturally aware, socially just, and to stand in solidarity with one another.

Goals

Create and nurture safe, inclusive, and welcoming schools for all. Develop students who are culturally aware, community building, stewards of our future that will feel honored, safe, valued, and part of a caring community.

- Determine what was working well in our AUSD school community
- Determine where there are areas of need or where enhancements are needed
- Provide recommendations to the superintendent

Purpose

The purpose of ACT was to mobilize students, AUSD staff, and parents as equal partners to foster equitable and inclusive school environments for all. Our charge was to initiate a change process that empowers students to be culturally aware, civic-minded, and stand in solidarity with one another. ACT's recommendations support AUSD teachers and administrators to interrupt bias, promote social justice, and affirm a welcoming and supportive learning environment for all students, staff and families.

Short Term: The School District established ACT as an advisory body, charged with providing recommendations to the Superintendent and School Board. The District and School Board are responsible for approval of recommendations, implementation, and funding.

Long Term: Sustained community engagement is essential to address the complexities of structural racism and persistent bias in school environments. The ACT Steering Committee after submitting recommendations will transition from an advisory role to a partner overseeing the implementation of ACT's recommendations.

Process

The ACT Steering Committee met monthly (except for holidays) beginning in June, 2017, to provide direction to subcommittee chairs. Most subcommittee chairs were members of the Steering Committee and began meeting bi-weekly beginning in August, 2017. The Steering Committee agreed upon a vision, key stakeholder engagement processes, indicators of success, key domains, and values/criteria to achieve school climate change. The ACT Steering Committee engaged an ACT consultant to support the ACT process.

The Steering Committee identified key supports and resources needed by the ACT subcommittees to accomplish their advisory charge. The ACT Steering Committee worked with the consultant to plan the November, All ACT Task Force meeting. The subcommittees met, engaged stakeholders to gather input, and conducted research to make recommendations based on the stated vision and goals of ACT. Subcommittees submitted reports of recommendations to the Steering Committee. The co-chairs also had multiple small group and one-on-one meetings with parents, students, and staff including counselors, paraeducators, parent engagement groups, and a large number of small and large group meetings with teachers.

Hundreds of hours of dozens of people's time, often after work, went into producing these recommendations and this report. The Steering Committee reviewed the recommendations from subcommittees and built consensus around which recommendations to submit to the board. The Steering Committee also attempted to determine which recommendations were shorter term and longer term recommendations along with projected budget allocations. The Steering Committee created a final report of the recommendations and submitted them to the Superintendent.

In collaboration with the Superintendent, the Steering Committee co-chairs, and other members of the community, ACT will present the final report to the AUSD Board of Education at the February 13th, 2018, Board meeting.

Committee Membership

Steering Committee

Co-chairs: Lerond Mallard, Bonnie Wolf, Carla Jorden-Swan

Members: Valerie Williams, Francisco Lopez, Bruce Fukuji, Terry Georgeson, Clementina Duron, Ray Colmenar, Michael Harris, Rodolfo Mendoza-Denton, AnnieJae Fischburg, Isabel Colmenar, Ayize James

Community Engagement

Co-chairs: Bruce Fukuji, Brian Doss

Members: Jean Cheng, Cathy James, Bonnie Wolf, Angela Thomas, Lisa Bernard-Pearl, Alexandra Campbell, Mayor Peggy McQuaid

Secondary Curriculum

Chair: Carla Jorden-Swan

Members: Annie Jae Fischburg, Clementina Duron, Darren McNally, Deborah Brill, Rodolfo Mendoza-Denton, Brian Delay, Bonnie Wolf, Greg Downs, Ayize James, Hailey Park, Stacy Uyeda, Cheryl Sudduth, Marisol Silva.

Elementary Curriculum

Chair: Clementina Duron

Members: Heather Duncan, Mari Willits, Jenny Jones, Cheryl Sudduth, Sara Palmer, Anne Zolfaghari, Jennifer Watcher, Damion Mitchell, Sadika Hara

Staff Engagement and Professional Development

Chair: Alexia Ritchie

Members: Olivia Driscoll, Gillian Leslie, Ann Daly-Mallard, Ilalo Kalika, Miesje Child, Tanya Baker, Cynthia Attiyeh, Melinda Martinez, April Beal, Lisa Bernard Pearl, AnnieJae Fischburg, Gail Mandella, Carla Jorden-Swan

Parent Engagement

Co-chairs: Rebecca Long, Kate Mehler, Francisco Lopez

Members: Jason Patent, Andrea Clark, Michael Goldbach, Colette West, Yishi Chen, Anna Mansker

Policy and Organizational Development

Co-chairs: Ray Colmenar, Max Weintraub

Members: Francesca Biffi, Sara Serin-Christ, Colette West, Marie Williams, Nuriye Sahin Hodoglugil, Cheryl Theis, Yvette Leung, Nancy Hartman, Julia Chang Frank, Gail Mandella, Sarah Palmer DeFrank, Cheryl Sudduth

Recommendations

The Steering Committee used the following criteria to prioritize the recommendations:

- Align with ACT mission
- Significantly advance racial equity
- Other equity goals (gender, sexual orientation, disability, etc.)
- Responsive to documented community concerns
- Have buy in from key stakeholders
- Be knowledge or evidence based
- Promote policy or systemic change
- Meet resource feasibility

Recommendations were required to meet most but not all of the criteria to be included as recommendations. Most of the recommendations below were proposed by multiple committees. The recommendations put forward are grouped under the themes of: Equity, Inclusion and Diversity, Healthy School Climate, Professional Learning, Student Learning and Leadership, Parent Learning and Leadership, and Collective Healing and Community Building. There are subsets to some of the themes to support clarity and understanding. Recommendations are listed with higher order recommendations appearing at the beginning of each section.

I. FOSTER EQUITY, INCLUSION AND DIVERSITY
a. Board Policies to Guide Equity Vision
Adopt a Board policy and resolution stating that inclusion and equity are core values and guiding principles for AUSD to create a healthy and safe school culture and climate.
Adopt a Board policy aimed at addressing all forms of bias and discrimination (race, religion, gender, culture, LGBTQ, disability, etc). Update Non Discrimination Anti Harassment Policy and develop an Administrative Regulation to ensure effective implementation.
Adopt a Board Policy to officially celebrate and create Inclusion and Solidarity weeks for Black Lives Matter, Women's Rights, Immigrants Rights, LGBT+ Inclusion, with assemblies, teach ins, film screenings, student performances, guest speakers. Support AUSD staff to develop board approved library (materials, lessons/units) to teach Inclusion and Solidarity.
Adopt a Board policy to change enrollment and residency policy to ensure a more diverse student population, with the goal of ensuring a more diverse student body as well as building community/reducing isolation among students of color.
Adopt a Board policy to promote racial and cultural diversity of AUSD staff, including counselors, teachers, administrators, therapists and support providers at all sites.

Develop a clear, consistent and responsive standard policy to record, process, report and monitor hate incidents, including clarity about communications to students, parents, staff and the AUSD community.

b. Planning and Assessment to Achieve Equity and Diversity

AUSD commit to a long-term process to engage in inquiry regarding the root cause for student performance disparities, set clear expectations for the elimination of these gaps and in order to address disparities and achieve equitable social and academic outcomes.

AUSD will support the ACT steering committee to transition into an Oversight and Implementation Committee, which will be established as the next phase of ACT, comprised of ACT leadership, PEGs representatives, staff and student leaders. The committee will oversee the School Board's implementation of ACT/AUSD policies, including an implementation timeline and data collection to track progress.

School Board and District engage in a planning process and transform its organizational culture to adopt a shared vision, mission, core values, and strategic goals in order to achieve ACT equity-based systems change (e.g. board strategic planning, self-assessment, organizational change).

Develop a comprehensive outreach, hiring and retention strategy to hire more Black, Native American and Latino teachers, administrators, counselors, therapists and other support providers across all sites, including incentive programs, recruitment (HR) training, networking with organizations that train and support teachers of color. Establish a set of interview practices around cultural sensitivity. Add one parent representative from each PEG to hiring committees for positions requiring an administrative credential.

Create an AUSD Director of Equity, Inclusion, and Diversity position to oversee and address such concerns as curriculum, suspension rates, hiring, bias and cultural awareness. This person should be well-trained in equity issues and support the professional development, hiring of AUSD staff, transfer policy and school climate.

Provide time and space for teachers and students to build SEL and Social Justice competencies for all students, like AMS Advisory. For example, Albany High School/the District should support staff to engage in inquiry regarding Advisory to create a facilitated space to discuss personal and societal issues that supports the social and emotional growth of all students.

Create and implement Ethnic Studies curriculum in TK - 12 which can be tied to a required Ethnic Studies class at Albany High and McGregor.

Ensure institutionalized support, leadership development and resources for Student Groups (e.g. Stands and Speak, BSU, Feminist Club and other equity groups). Work to provide course credit for student-led equity, empathy-building and social justice educational initiatives, such as Speak's education program with elementary school students.

Conduct consistent qualitative and quantitative surveys and other participatory engagement/feedback processes with students, parents and staff to measure progress in meeting equity and school climate goals.
Conduct equity impact analyses regularly to assess AUSD policies, procedures, programs, and practices (e.g. student performance, discipline, school climate, language access, etc.).
Use Equity Scorecard and Benchmark Equity Student Success Tool (BESST) to focus on equitable access and achieving excellent academic success outcomes by helping individuals see inequities for themselves by examining institutional data, then investigate the inequities and develop recommendations and action plans.
Expand a coordinated effort with School Care, the Albany Education Foundation, City and County agencies, and philanthropic resources in order to leverage resources and ensure funding necessary to achieve ACT recommendations.
Develop a consistent feedback loop and an anonymous survey after bullying incidents in which parents, staff and students are asked to evaluate how the district responded to the situation.
Avoid scheduling major school events, including tests, social events, sports tryouts, Back to School nights, concerts, etc on major cultural and religious holidays.
Recognize officially culturally important holidays, such as Cesar Chavez Day and Indigenous People's Day.
Provide consistent and transparent fiscal communications regarding impact of budget decisions on special education.
Explore partnering with neighboring districts and educational institutions to develop strategies and best practices for serving diverse families more effectively, creating more culturally balanced classrooms, fair and equitable access to Honors, AP, college prep, community, civic life, and social justice courses for all and provide credits towards graduation or college (Black, Latino, SPED, and Foster Youth student are currently under represented in these courses).
Explore best practice local media coverage, reporting and community relationship building for fact based, unbiased reporting of local issues in local and regional media.
Provide, publicize advertise translation services for parents.
Create FAQ page on website in English, Mandarin and Spanish.
Improve parent outreach/engagement in order to encourage participation in PEGs and other opportunities for parent involvement.
Develop a system for timely and meaningful feedback for staff and parents to effectively target intervention and enrichment for all grades.

II. CREATE HEALTHY SCHOOL CLIMATE AND SENSE OF BELONGING

a. Board Policies

Adopt a Board Policy to implement School-Wide Positive Behavior Interventions and Supports (PBIS), fostering positive environments for all students.

Adopt a Board Policy to implement Restorative Justice and Restorative Practices, to build an inclusive culture and healing-based approach to school discipline. Optimally, a staff person would be responsible for implementing restorative policies and practices.

b. Planning and Supporting School Climate Enhancements

Create a School Climate Committee that ensures a safe, healthy and inclusive school climate comprised of ACT, parents, staff and students.

Consider allocating or raising funds needed for staff to effectively oversee and implement school climate improvements across sites.

Establish healing interventions available for students and families that are impacted by persistent and severe bullying or hate incidents, such as specialized counseling, mental health, and family services.

Establish a AHS Town Hall on equity-related topics.

Implement a system/process/platform for staff and students to routinely assess and reflect on the cultural competence of each school site to achieve school climate goals, including jointly created metrics, perception data and student performance.

Develop a survey for feedback from parents on AUSD website and support the PTAs to continue to conduct surveys on parent views about racism and bullying in the schools each year to track changes over time and share the results with the community.

c. Student Well-Being

Focus on the WHOLE child rather than only academic success - broaden the identity/emphasis of Albany as academic powerhouse to include appreciation of creative, civic and other pursuits so ALL kids feel included in the school community and recognized for their unique interests and gifts.

Create policies that enable students with a broad range of learning styles to succeed, such as opportunities to re-submit assignments or retake tests.

Arrange guest speakers during lunch who can address equity, social-emotional learning and social justice topics, including misogyny and oppression.

Promote ongoing opportunities for students to meet with administrators to promote student voice and input regarding their key concerns and ideas.

Expand programs that focus on building empathy and developing a deeper understanding of racism and other inequities, such as re-establishing the 2-day "Challenge Day" event.
Strengthen 9th grade orientation to prepare students for key concerns, challenges and experiences at high school (e.g. juniors and seniors presents).
Provide students with systems, structures, and tools for students to emotionally process societal and community events and tough issues so kids have the time and space to deal with their feelings/perspectives with their peers.
Create a healing re-entry plan if students were targeted by a bullying or racism/oppression incident, including affirming experiences to welcome students back into a sense of safety, belonging and part of a caring community.
d. Program Support
Provide resources to the counseling staff to address the growing levels of stress, anxiety, sense of alienation and mental health challenges that are experienced by AHS students.
Expand counseling mental and physical health services/programs/space along with referral process and criteria so programs match growing need and support a safer more inclusive school culture and climate. Explore how to provide additional office space for the growing need for mental health services.
Provide an engagement process with staff to promote their well-being and to hear and respond to concerns.
Create a staff survey and focus group for paraprofessionals held by a neutral party to strengthen job retention, job satisfaction and decrease absenteeism.
Increase paraeducator hours to cover the whole school day and have sufficient substitutes available, in order to ensure full coverage at each site and compliance with IEP requirements. The district should conduct a cost benefit analysis comparing the costs of fully staffing paraeducators with the amount the District is paying in compensatory services and legal settlements and damages. This analysis should be shared publicly with the community as a whole and specifically with the SPED department at each site.
e. Collaborative Relationships
Conduct consistent stakeholder engagement processes, such as town halls, focus groups and surveys, to advance its commitment to listen and respond to the needs and aspirations of students, staff and parents.
Provide clear and transparent fiscal communications regarding the impact of budget decisions on special education.
Create and/or strengthen vehicles meaningful engagement and partnerships among parents,

students and AUSD staff to improve teaching, learning, and school climate. Support youth leadership and engagement efforts.

III. Professional Learning

Support staff to engage in a 1-year planning process to develop a Shared Vision across sites to identify practices, policies, and approaches to: (1) integrate equity as a throughline and culturally responsive pedagogy and (2) promote student learning, foster well-being and create an affirming environment for all.

Provide training on how to hold "courageous conversations" about race and other forms of systemic oppression and cultural awareness. Training supports staff with tools to confront bias and support dialogue through conflict for all staff and board members, as requested by many teachers.

Provide training about diverse learners, including kids with behavioral challenges, anxiety and who are not motivated academically (SPED, staff, counselors, students). Include collaborative, empathetic engagement that address underlying student concerns which provides an alternative to use of consequences and promotes teacher-student collaboration. (e.g. Dr. Ross Greene).

Train staff and Board about Social Emotional Learning (SEL) which enables students and staff to develop social and emotional competence, become aware of self and others, develop positive relationships and make responsible decisions.

Provide training for all staff and District personnel on the adverse impacts of trauma, adverse childhood experiences and collective trauma and the appropriate use of evidence-based, trauma-informed approaches to support students and improve school climate and student well-being.

Train and support teachers in building empathetic, personalized and culturally responsive 1:1 relationships with students to ensure that each child feels valued.

Support staff to develop a shared understanding of how racism and marginalizing practices affect access, opportunities and performance disparities, and develop a shared commitment to eliminate predictable student achievement patterns tied to race, ethnicity, gender and socioeconomics.

Train teachers to deepen their understanding of Islam and Judaism, and expand their knowledge of racism and other oppression, including in all classrooms K-12.

Provide resources for staff to continue integrating curriculum on how the history of genocide and oppression relate to current contexts and shape class discussion about the lived experience of oppressed peoples. For example, explicitly examine how the slave trade relates to the current experience of African Americans. Provide resources to support teachers, such as

the new Southern Policy Law Center resource "Teaching Hard History, Facing History, Facing Ourselves."

Diversify reading lists and materials (racial, religious, LGBTQ, gender, linguistically, class) selected for class instruction and engage students regularly in discussion. Allow students to select authors of color and women authors for class projects.

Provide training on Digital Citizenship and Social Media (integrated with training for parents and students).

Provide teachers with training regarding early, proactive and ongoing interventions, bullying prevention, character development, restorative justice, and restorative interventions when a student is the target of bullying or hate.

Support secondary school staff to develop vertical articulation of programs practices and curriculum (e.g. SEL, Equity, Ambassadors)

Support staff to engage in inquiry to replace Colonial and Rancho Day and all celebrations of Columbus and other conquests/genocide/colonialism by teaching history from the perspective of the Native American/indigenous/oppressed experience at all grade levels. Replace with a day of indigenous arts and crafts and activities that emphasize the historical viewpoints and cultural traditions of Native peoples.

Provide training on strategies to build self-awareness, empathy and communications, including school-based mindfulness training and restorative practices.

Provide training about cultivating the position of being in Solidarity across all differences and teaching about the different positions students can take when there is bullying/bias.

Support staff to encourage girls and students of color to take Tech classes.

Support students who require additional and more intensive, tailored support and/or who are not meeting standards. This includes: expanded tutoring, intervention classes inclusive of all learning styles and individualized mentoring (e.g ADHD or SEL challenges).

Support TK-5 teachers to continue implementing Second Step with the enhanced anti-bias emphasis.

Support staff interested in collaborative instruction and interdisciplinary programs, such as English/History collaboration (e.g. IHS).

Support the AHS PD committee, by providing information about community resources, as requested.

IV. Student Learning and Leadership

Establish culturally responsive programs to address patterns of inequities for students of color to encourage academic success, personal well-being and 100% graduation rates.

Target leadership training and opportunities for students of color to assume roles that will help them to build confidence, voice, and advocacy skills needed to speak up and speakout.
Establish a robust mentoring program for students of color at AMS and AHS, in partnership with broader Albany community
Engage students (PreK-12) in daily reading that represent diverse cultures, gender expressions, etc (for example, Welcoming Schools, Window and Mirrors literature list)
Support students who require more additional and tailored supported for students who are not meeting standards. This includes: expanded tutoring, intervention classes, inclusive or all learning styles and individualized meeting (e.g. ADHD or SEL challenges).
Create space, time and supportive classroom opportunities to discuss current events and major issues, such as the "Me Too" movement, school shootings and the rise of hate nationally.
Create and maintain summer bridge programs for Black, Latino, Native American, Foster Youth, economically challenged and SPED) students between 5th and 6th grades and between 8th-9th grades.
Expand Socratic seminars, collaborative learning, and critical thinking and non-traditional learning opportunities.
Encourage students of colors to take Honors, AP classes and advanced math and provide consistent support for all students to succeed in these classes, as needed.
Encourage students to engage in civic engagement and student leadership opportunities, such as community service and expanding the Peer Helper program.
Introduce students to a wide range of traditional and non-traditional Career and Technical Education Pathways supporting students to equally value non-academic interests at the same levels as Academic pathways, such as: Career Day youth internships and Mentors that engages the broader community to support student success.
Support student discussions, personal experience panels, speakers, field trips, and films to learn about each other's cultural and religious backgrounds. Affirm the historical and inspirational role of Solidarity, such as non-Jews that put their lives on the line during Nazism to hide Jewish children and families.
Provide consistent anti-bullying and Solidarity training for grades 6-12.
Age appropriate sexual harassment/bullying training, including cyber-bullying for middle and high schoolers.
Engage in a required Ethnic Studies course at AHS.

Foster Seniors and Juniors meet with Freshmen regarding student leadership groups (SEAC, Stands, Speak, BSU).
Consider Community Service as an AHS graduation requirement.
Provide opportunities for student visits to local colleges and universities for all students.
V. Parent Learning and Leadership
Form a system of regular Parent Academies, (lectures, workshops, films, and book studies) at each school site that supports parent and family education to engage in "courageous conversations," identify root causes and history of racism all forms of bias/oppression and strategies for solidarity/standing against oppression. Include adult and youth presenters (Albany Stands and Albany Speaks) and other expert presenters.
Provide training on Digital Citizenship and Social Media to parents and community members, integrated with student and staff Social Media Training.
Parents engage with student leaders to engage in dialogue about various topics, such as student stress, social media, parental expectations and preparation for high school and college.
Provide training to parents about neurodiversity, positive discipline and supporting the unique needs of each child.
Provide training to parents about supporting children who have been targets of bullying, supporting them to recover and gain tools for self-advocacy .
Provide opportunities (personal panels, cafes) for parents to share about their cultural backgrounds with one another.
VI. COLLECTIVE HEALING and COMMUNITY BUILDING
The District Superintendent and staff will engage the families of the targeted students to develop and implement a plan of support for the remainder of the school year.
Recognizing the long-term adverse impact of school-wide trauma, AUSD develops and implements specific engagement and healing processes to rebuild trust with affected members of each stakeholder group, including staff, students and parents.
Ensure district and community-wide communications that recognize the inspirational, thoughtful and caring leadership that is already being provided by students, staff and parents to promote equity in our schools.
Publicize and support PTAs and PEGs (that uphold District and community values) to create a stronger official relationship and charter of solidarity, facilitate social gatherings across all schools, include a representative from each PEG at the Superintendent Roundtable.

Adopt principles of safe, consistent and responsive communications with each stakeholder group (students, parents and staff) regarding progress and challenges in attaining equity goals.

Connect to the broader Albany community to expand resources, such as as parents and community members being present at the schools at lunch and recess (including police, EMTs and athletes) and to provide help in writing the proposals for the new books to be approved by the IIC).

Create a collaborative community school partnership between educational leaders, students and families and the broader Albany Community and City of Albany to develop a unified vision for equity, positively navigate questions of race and class, and advocate for compassion, understanding and acceptance. We will leverage all available resources in our community to help ensure Albany community members, including students are valued, welcomed, respected, supported and are provided the best opportunities to succeed academically, socially and emotionally. This partnership will expand human and financial resources and partnerships to ensure student success in schools and in the community (e.g. Castro Valley Alliance, door-to-door postering and “safer” public spaces).

Next Steps:

- Convene a committee to oversee the prioritization and implementation of recommendations. This committee should be limited to 11-13 people for optimal decision-making and should consist of parent, students, and staff representatives.

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of February 13, 2018

ITEM: HIRING FREEZE

PREPARED BY: VALERIE WILLIAMS, SUPERINTENDENT

TYPE OF ITEM: REVIEW AND DISCUSSION

PURPOSE: The Board of Education to discuss a hiring freeze for AUSD staff

BACKGROUND INFORMATION/DETAILS: At the November 14, 2017 Board of Education meeting, a request was made to agendize the topic of a staff hiring freeze for Board discussion. The District must align expenditures with revenues. Currently, the school district has reduced the deficit by over \$1m cuts through reductions in staff, downgrading positions, and revenue enhancements. With the Governor's proposed budget, AUSD was able to ensure that there would be no certificated layoffs in the 2018-19 school year, keeping cuts away from the classroom.

FINANCIAL INFORMATION: N/A

STRATEGIC GOALS ADDRESSED:



Objective #1: *Assess and Increase Academic Success. Goal: We will provide a comprehensive educational experience with expanded opportunities for engagement, assessment, and academic growth so that all students will achieve their fullest potential.*



Objective #2: *Support the Whole Child. Goal: We will foster the social and emotional growth of all students, implement an array of strategies to increase student engagement, identify individual socio-emotional and behavioral needs, and apply collaborative appropriate interventions.*



Objective #3: *Communicate and Lead Together. Goal: All stakeholders will collaborate and communicate about decisions that guide the sites and district.*

RECOMMENDATION: The Board of Education to discuss a hiring freeze for AUSD staff

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of February 13, 2018

ITEM: RESOLUTION 2017-18-11: ELECTION METHODS

PREPARED BY: VALERIE WILLIAMS

TYPE OF ITEM: REVIEW AND ACTION

PURPOSE: The Board to approve Resolution 2017-18-11: Election Methods

BACKGROUND INFORMATION/DETAILS: The Albany Unified School District is in the City of Albany City Charter, and the City of Albany City Council determines the election method for the City. Several years ago, the City of Albany Charter Review Committee engaged with the AUSD School Board on the topic of Ranked Choice Voting as part of a study the Committee did over the course of several years. The rate at which school districts are being compelled to shift from “plurality at large” voting which is the current method used to elect the School Board, to “plurality by district” under the California Voting Rights Act has accelerated dramatically. Several school districts have changed methods as of this time. A member of the City of Albany Charter Review Committee provided a presentation to the AUSD School Board on November 17, 2017.

KEY QUESTIONS AND ANSWERS:

Q: What is the process and timeline for the City Council to make a decision?

A: The City of Albany City Council discussions are still in progress.

FINANCIAL INFORMATION: N/A

STRATEGIC OBJECTIVES ADDRESSED:



Objective #3: *Communicate and Lead Together. Goal: All stakeholders will collaborate and communicate about decisions that guide the sites and district.*

RECOMMENDATION: The Board to approve Resolution 2017-18-11: Election Methods

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

RESOLUTION 2017-18-11

ELECTION METHODS

WHEREAS Chapter VI of the City of Albany Charter includes the Albany Unified School District Board of Education (AUSD BOE); and

WHEREAS the City of Albany charter sets the election methods for both the Albany City Council and the AUSD BOE, and;

WHEREAS the AUSD BOE has determined that it is in the best interests of the AUSD BOE to be elected by the same election method as the Albany City Council;

THEREFORE BE IT RESOLVED, that, should the Albany City Council change the election method for the City Council in the City of Albany City Charter, the same change should be made for the AUSD BOE.

PASSED AND ADOPTED by the Governing Board of the Albany Unified School District on this xxth day of [month] 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

Clerk of the Board of Trustees
Albany Unified School District
Alameda County, California

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP
Regular Meeting of February 13, 2018**

ITEM: **AMENDMENT FOR DESIGN-BUILD SERVICES WITH
RODAN BUILDERS FOR THE ALBANY MIDDLE SCHOOL
(AMS) ANNEX PROJECT WITH GUARANTEED MAXIMUM
PRICE (GMP)**

PREPARED BY: **ALLAN GARDE, CHIEF BUSINESS OFFICIAL**

TYPE OF ITEM: **REVIEW & ACTION**

PURPOSE: To review and approve the amendment for Design-Build Services with Rodan Builders for the Albany Middle School (AMS) Annex Project.

BACKGROUND INFORMATION: Key Board Meeting Dates are below.

At the [October 10, 2017 Regular Board Meeting](#), the Board approved an Amendment with Rodan Builders and authorized Phase II – Construction for the Albany Middle School Annex Project. At the [August 22, 2017 Regular Board Meeting](#), the Board received an update on the final design of the Albany Middle School Annex Project and approved the Albany Middle School Annex Educational Specifications. At the [June 27, 2017 Regular Board Meeting](#), the Board received an update on the Albany Middle School Annex Project. At the [February 28, 2017 Regular Board Meeting](#), the Board approved the agreement with Rodan Builders for the Albany Middle School Annex Project. At the [September 27, 2016 Regular Board Meeting](#), the Board approved a Bridging Architectural Agreement (Design-Build Method) with HY Architects for the Albany Middle School Annex. At the [August 9, 2016 Regular Board Meeting](#), the Board approved Resolution 2016-17-01: Sustainability & the Design and Construction of High Performance Schools. At the [January 12, 2016 Regular Board Meeting](#), HY Architects provided an update of the San Gabriel Site Project based on multiple design meetings with the design team. At the [December 8, 2015 Regular Board Meeting](#), the Board created a Sustainability / Integrated Design Committee to assist with the design of the upcoming construction projects. At the [March 10, 2015 Regular Board Meeting](#), the Board approved an agreement with HY Architects authorizing the development of Schematic Design level detail for the project. At the [October 28, 2014 Regular Board Meeting](#), the Board approved an agreement with WLC Architects to develop a scope for the project. At the [March 25, 2014 Board Meeting](#), the Board reviewed a Facilities Master Plan developed by WLC Architects.

DETAILS: This amendment represents preliminary design work needed to receive firm and competitive bids for proposed work. The proposed work will represent Change Order #1 for this agreement. This change order represents work planned and budgeted for the project, but not formerly in the Design-Build Agreement with Rodan Builders. This change order is being recommended for approval based on an assessment that the work required will be better coordinated and more cost-efficient to be under the scope of Rodan Builders. Design work for the following change proposals will progress upon approval of the amendment:

- Change Proposal #1 – Turnkey delivery of Pedestrian Circulation Enhancements from traffic analysis study developed by Michael Baker International and reviewed by the City of Albany

- Change Proposal #2 – Turnkey delivery of sidewalk repairs and Brighton/San Gabriel corner large tree removal
- Change Proposal #3 – Turnkey delivery of a district fence on East side of property, along neighbor / district property line
- Change Proposal #4 – Addition of photovoltaic (Solar) system
- Change Proposal #6 – Add power and raceways to Drama Theater for future lighting
- Change Proposal #7 – Add wiring for Closed Circuit Television (CCTV) and Keycard Access

KEY QUESTIONS/ANSWERS:

1. Where can I go to learn more about the Albany Middle School Annex project?
 - a. The Albany Unified School District website at: www.ausdk12.org has a lot of information and is routinely updated with pertinent information.
2. Will \$10,580,509 be the final cost of construction?
 - a. The \$10,580,509 represents the cost to build the project as submitted to the Division of the State Architect. Change Orders may be necessary to increase or decrease this Guaranteed Maximum Price based on the detailed addition of solar to the project, bids to perform the Change Proposals of this current amendment, and potential future work included in the project budget, but not formally included in this agreement.

FINANCIAL INFORMATION:

2016 Measure B Bond:

Phase	<i>Board Approval 02/28/2017</i>	<i>Board Approval 10/10/2017</i>	Recommendation for 02/13/2018
Guaranteed Maximum Price (GMP)	\$11,656,987	\$10,533,009	\$10,580,509

STRATEGIC GOALS ADDRESSED: This Board Item addresses



Objective #3: Communicate and Lead Together.

Goal: All stakeholders will collaborate and communicate about decisions that guide the sites and district.

RECOMMENDATION: Approve Amendment for Design-Build Services with Rodan Builders for the Albany Middle School Annex Project

**AMENDMENT TO AGREEMENT FOR DESIGN-BUILD SERVICES
FOR THE ALBANY MIDDLE SCHOOL ANNEX PROJECT BY AND BETWEEN
ALBANY UNIFIED SCHOOL DISTRICT (“DISTRICT”) AND RODAN BUILDERS, INC.
 (“DESIGN-BUILD CONTRACTOR”)**

The Design-Build Agreement between Albany Unified School District (“District”) and Rodan Builders, Inc. (“Design-Build Contractor”) shall be amended as follows:

- I. Pursuant to Article VII – Contract Documents of the Design-Build Services Agreement, the following sections of the Agreement are amended as follows:
- a. Article IV – Contract Sum;
Final Guaranteed Maximum Contract Sum is ten million five hundred eighty thousand five hundred nine dollars (\$10,580,509.00)
 - b. Attachment 1 – Scope of Work;
Design work needed to obtain competitive bids and fixed pricing for the following change proposals:
 - Change Proposal #1 – Turnkey delivery of Pedestrian Circulation Enhancements from traffic analysis study developed by Michael Baker International and reviewed by the City of Albany
 - Change Proposal #2 – Turnkey delivery of sidewalk repairs and Brighton/San Gabriel corner large tree removal
 - Change Proposal #3 – Turnkey delivery of a district fence on East side of property, along neighbor / district property line
 - Change Proposal #4 – Addition of photovoltaic (Solar) system
 - Change Proposal #6 – Add power and raceways to Drama Theater for future lighting
 - Change Proposal #7 – Add wiring for Closed Circuit Television (CCTV) and Keycard Access

Amendment: \$47,500

Guaranteed Maximum Price (GMP): \$10,580,509.00

DESIGN-BUILD CONTRACTOR:

DISTRICT:

Rodan Builders, Inc.

Albany Unified School District

By:

By:

Its: _____

Its: _____

Date: _____

Date: _____

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of February 13, 2018

ITEM: **PUBLIC HEARING: RESOLUTION 2017-18-12: REQUESTING THE STATE BOARD OF EDUCATION TO WAIVE THE DISTRICT'S STATUTORY BONDING LIMIT**

PREPARED BY: **ALLAN GARDE, CHIEF BUSINESS OFFICIAL**

TYPE OF ITEM: **REVIEW AND ACTION**

PURPOSE: To conduct a public hearing, review, and approve Board Resolution 2017-18-12 requesting State Board of Education to waive the bonding capacity limit set in 1878.

BACKGROUND INFORMATION: At the [November 13, 2012 Regular Board Meeting](#), the Board discussed a seismic study from R.P. Gallagher Associates, Inc. At the [May 14, 2013 Regular Board Meeting](#), the Board discussed a second opinion that concurred with the R.P. Gallagher Associates, Inc. report, clarifying addressing seismic safety could wait until a larger facilities program is implemented. At the [February 23, 2016 Regular Board Meeting](#), the Board approved placing two bond measures on the June 7, 2016 Statewide Primary Election ballot. At the [May 10, 2016 Regular Board Meeting](#), the Board approved Board Resolution 2015-16-19, which supported the passage of Assembly Bill 2429 (Thurmond) to increase the bonding capacity limit of schools. At the [August 23, 2016 Regular Board Meeting](#), the Board approved a \$200 tax rate per \$100,000 for 2016/17, then an ongoing tax rate of \$250 per \$100,000 beginning in 2017/18. At the [September 13, 2016 Regular Board Meeting](#), the Board approved issuing the first series of Bond Measures B & E.

School districts have a limit on the amount of bonds that can be outstanding at one time. This is called a bonding capacity limit. The bonding capacity limit was set by the State back in 1878. This is 100 years before the approval and subsequent impacts of Proposition 13. Bonding capacity limits impact a school district's ability to sell voter-approved bonds, regardless of the need or circumstance. The bonding capacity limits were also set prior to the establishment of the Division of the State Architect and its structural, life safety, and other code requirements appropriately placed on school buildings.

Albany Unified School District placed Measures B & E on the June 7, 2016 Statewide Primary ballot in order to address its most immediate facility needs through a long-term and cost-effective approach. Albany Unified School District is located in the Bay Area and is among the lowest in per student assessed valuations throughout Alameda and Contra Costa County. A comparatively low assessed valuation for the district means an inequitably low bonding capacity limit directly impacting the ability to address our facility needs.

For example, a school built in Albany will cost the average taxpayer over four times more than the same school built in Berkeley, due to the different assessed valuations of each school district.

DETAILS: A waiver request for school bonding capacities is the same process as any other State Board of Education waiver to the education code. A waiver request needs to be submitted 10 weeks

prior to the scheduled State Board of Education Meeting. This allows sufficient time for State Board of Education staff to review the materials, provide questions to school district staff, and make adjustments as necessary. A school bonding capacity waiver has yet to be denied by the State Board of Education, however there have been several times where the school district request was amended based on the review by the State Board of Education.

Approval at tonight's Board Meeting will this application to be submitted to the May State Board of Education Meeting. Delay of this waiver application would push the application to the July State Board of Education Meeting. With volatility in the financial market, the Federal Reserve anticipating interest rate increases for the upcoming year, and the need for flexibility to best align the needs of the school district, targeting the May State Board of Education Meeting is ideal. If approved, a resolution authorizing the issuance of Series B bonds would be brought to the subsequent Board Meeting.

This item includes:

- Board Resolution 2017-18-12
- State Board of Education Waiver Data Request Form
- Ballot Language for Measures B & E referencing the potential need for a bonding capacity waiver
- Citizen's Bond Oversight Committee Presentation on bonding capacity waiver request
- State Board of Education Supplemental data request for bonding capacity waiver

For reference:

- Assembly Bill 2429 – (Thurmond) – Fact Sheet
- Albany USD Board Resolution 2015-16-19 Support of AB 2429

This waiver request was presented to school district bargaining units and the Citizen's Bond Oversight Committee. Approval of this waiver request is an important step to address the seismic safety of Marin and Ocean View Elementary.

KEY QUESTIONS/ANSWERS:

1. Does this waiver mean the school district did something wrong?
 - a. No, this waiver is required due to the culmination of multiple factors that impact Albany. It is summarized as limited access to capital to address high and immediate needs. Some of those factors include:
 - i. A high ratio of single-family residences making up the total assessed valuation of the district.
 - ii. A slow turnover of single-family residences resulting in the median assessed value of approximately \$380,000, compared to the median home sale price of well over \$1,000,000.
 - iii. Two of the five schools in the district require immediate work to address seismic safety, while another two schools require additional classroom space to address overcrowding. (80% of schools have tens of millions of dollars of immediate facility needs)
 - iv. Prior bond measures that the community is currently paying for are in addition to Bond Measures B & E. (2008 Measure E "Pool" Bond, 2004 Measure A Bond; 1993 Measure A Bond)

2. Does this mean the Albany community can expect to pay higher taxes?
 - a. No, the school district planned for this potential waiver request as noted in the Bond Measure B & E ballot language. To provide the community with certainty, while balancing tax rates, interest payments, and access to funding to address facility needs; the school district implemented a total tax rate of \$250 per \$100,000 in assessed valuation. This means, the community would not pay higher tax rates for school district bonds beyond what is being paid this year, significantly lower than the maximum tax rate that could have been assessed.

FINANCIAL INFORMATION:

Approval of Board Resolution 2017-18-12 will allow the school district to issue the remaining authorization of Bond Measures B & E totaling \$62,500,000 over the next two years, pending approval of the waiver from the State Board of Education. Issuing the remaining authorization of Bond Measures B & E will not increase the tax rate for the community beyond the current tax rate.

STRATEGIC GOALS ADDRESSED: This Board Item addresses



Objective #1: Assess and Increase Academic Success.

Goal: We will provide a comprehensive educational experience with expanded opportunities for engagement, assessment, and academic growth so that all students will achieve their fullest potential.



Objective #2: Support the Whole Child.

Goal: We will foster the social and emotional growth of all students, implement an array of strategies to increase student engagement, identify individual socio-emotional and behavioral needs, and apply collaborative appropriate interventions.



Objective #3: Communicate and Lead Together.

Goal: All stakeholders will collaborate and communicate about decisions that guide the sites and district.

RECOMMENDATION: Approval of Board Resolution 2017-18-12: Requesting the State Board of Education to waive the District's statutory bonding limit



ALBANY UNIFIED SCHOOL DISTRICT

Val Williams, Superintendent
1051 Monroe Street, Albany CA 94706

Bonding Capacity Waiver

Board Meeting: February 13, 2018

Allan Garde, Chief Business Official



Bonding Capacity Requirement

- ❖ **Background:** Since 1878, debt capacity level was set at 2.5% of assessed value for unified school districts to issue bonds for school facilities
- ❖ Bonding capacity at that time is a simple concept, but did not consider:
 - Evolving capital facilities needs such as school libraries, multi-purpose rooms, and gymnasiums.
 - Increasing statutory / regulatory requirements such as structural safety, accessibility, and energy efficiency.
 - Providing equitable facilities for all California K-12 students regardless of local home values.
 - Amount of needs in a short time frame

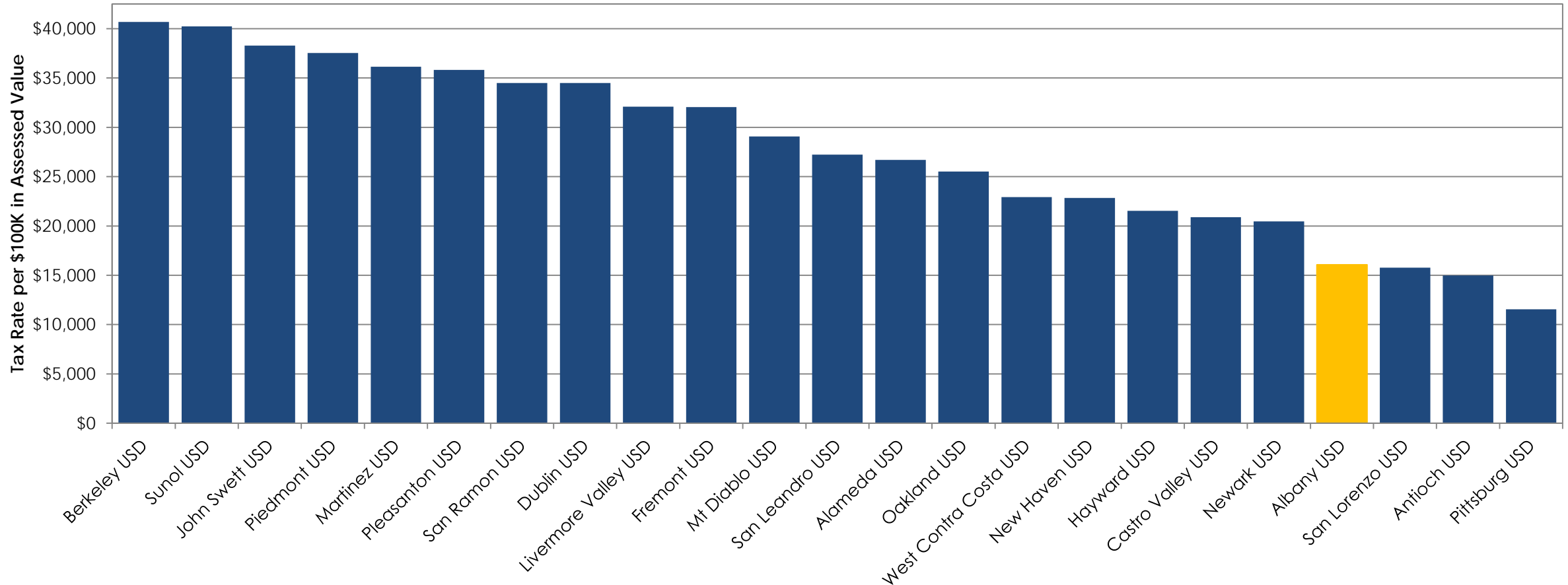
Do We Need a Waiver Now?

Yes, to address the seismic deficiencies at Marin and Ocean View.

- ❖ A waiver is needed in order to sell/issue any portion of the remaining Measure B and E bond authorizations.
- ❖ At the November 14, 2017 Board Meeting, the Board reviewed a timeline for the remaining projects:
 - ❖ Albany High School – In Progress
 - ❖ Marin Elementary and Ocean View Elementary – Undetermined on which school would go after the Albany High School

Why Do We Need a Waiver?

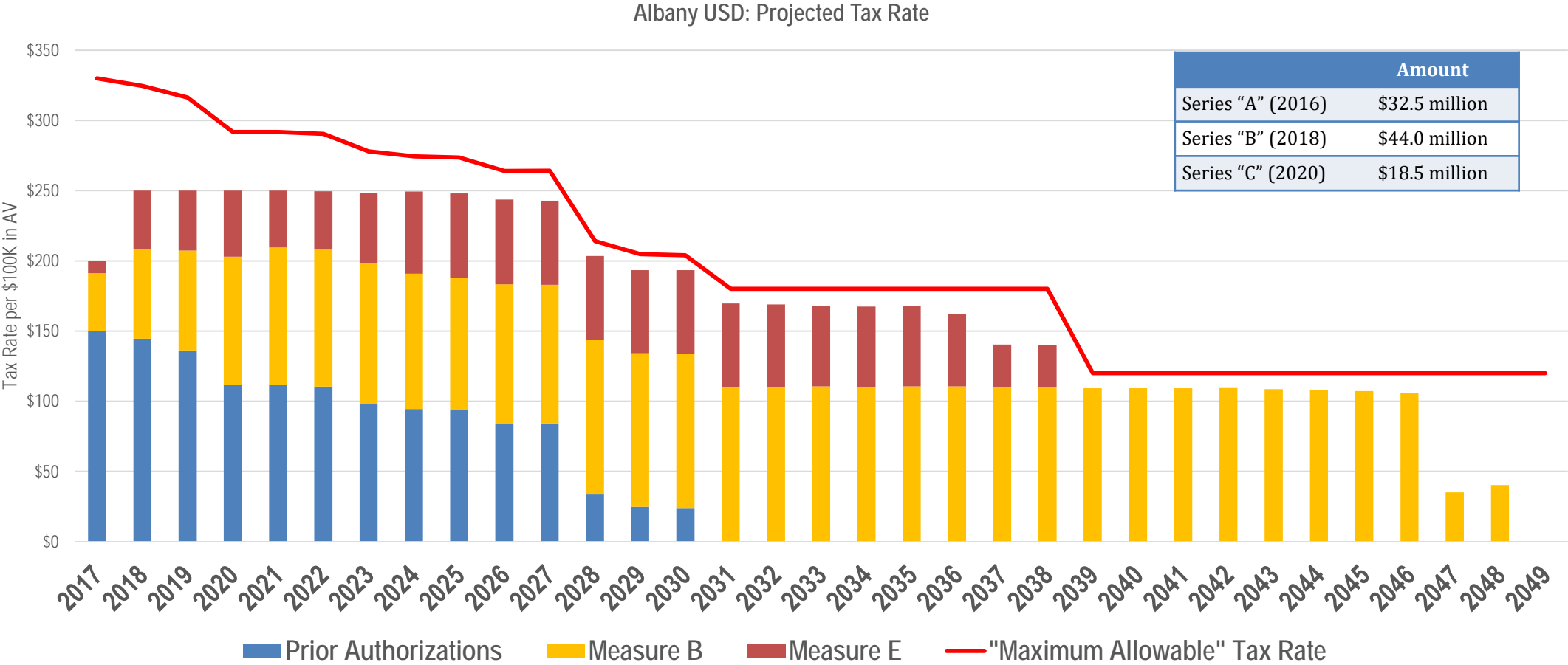
Statutory Bonding Capacity per Student
for Unified School Districts in Alameda and Contra Costa Counties



- ❖ The bonding capacity requirements can create inequitable access to capital facilities funding in California even when there is strong local support.

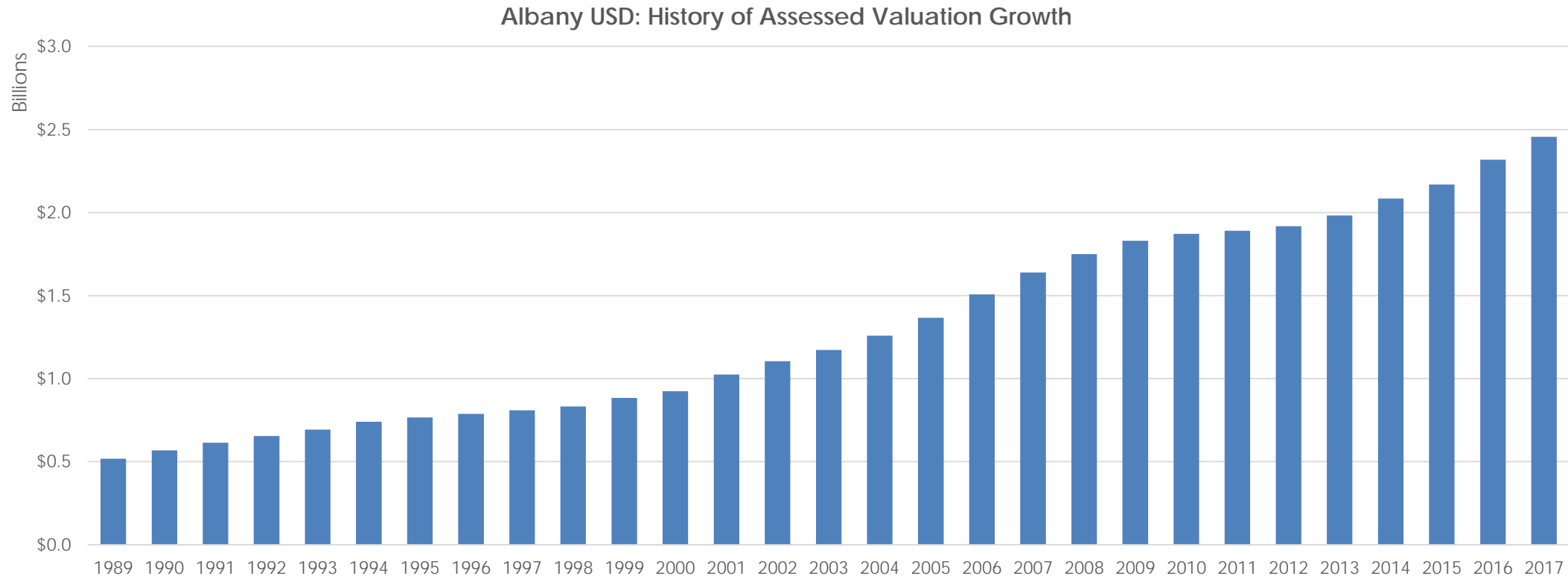
Measure B and E Bond Programs

❖ A combined tax rate target of \$250 per \$100,000 in assessed value for all bonds allows for greatest flexibility to issue bonds in the earlier years and would allow the District to begin repaying principal earlier.



Assessed Valuation

- ❖ We can also project future assessed values. We have consistently used assessed valuation growth assumptions of 4.00% through 2021 and 3.25% thereafter.

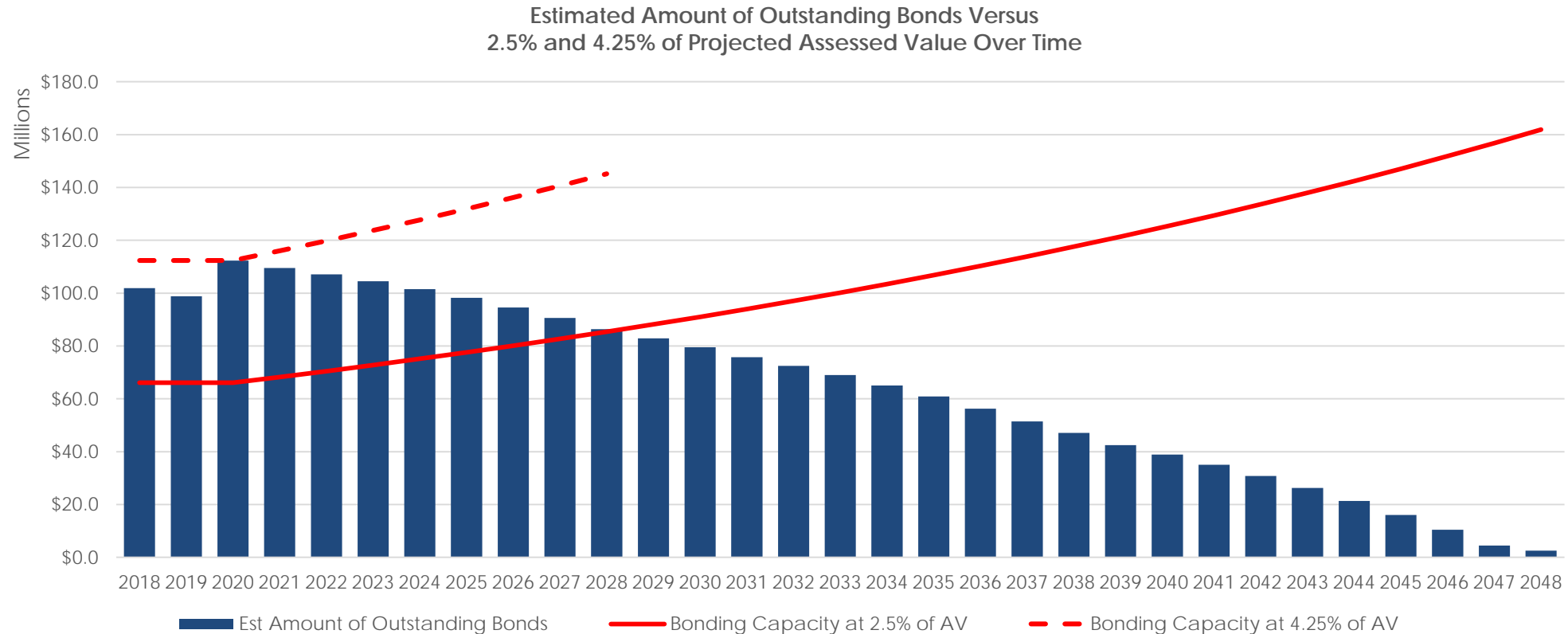


- ❖ The average annual assessed value growth rate has been 5.75% since 1989.
- ❖ The assessed value of Albany did not decline during the Great Recession.

Source: California Municipal Statistics, Inc.

Waiver Details

- ❖ Based on our current estimates/projections, the District will likely stay above the statutory bonding capacity of 2.5% through 2028; however total debt outstanding will not exceed 4.25% of assessed value.



What Happened to AB-2429 in 2016?



Assemblymember Tony Thurmond, 15th Assembly District

AB 2429 – School Bond Capacities

- ❖ This assembly bill was supported from a wide variety of groups (after gathering an understanding of it)
- ❖ Albany USD Board supported this bill
- ❖ The bill was ultimately tabled to immediately support districts impacted by development

Waiver Rationale

- ❖ The District's bonding capacity is low on a per student basis, compared to other unified school districts in the area.
- ❖ District has a clear and immediate need to address seismic safety issues
- ❖ District voters approved two bond authorizations in June 2016. Both bond measures disclosed that the District will likely need to seek a bonding capacity waiver to issue the full authorization.
- ❖ The waiver will be temporary and the District expects to return back to statutory levels by 2028.

ALBANY UNIFIED SCHOOL DISTRICT
COUNTY OF ALAMEDA, STATE OF CALIFORNIA

RESOLUTION NO. 2017-18-12

RESOLUTION OF THE BOARD OF EDUCATION OF THE ALBANY
UNIFIED SCHOOL DISTRICT REQUESTING THE STATE BOARD OF
EDUCATION TO WAIVE THE DISTRICT'S STATUTORY BONDING LIMIT

WHEREAS, pursuant to Section 33050 *et seq.* of the California Education Code (the "Education Code"), the governing board of a school district or a county board of education, on a districtwide or countywide basis or on behalf of one or more of its schools or programs, after a public hearing on the matter, may request the State Board of Education to waive all or part of any section of the Education Code or any regulation adopted by the State Board of Education that implements a provision of the Education Code that may be waived, except for certain specified provisions of the Education Code set forth in Education Code Section 33050(a); and

WHEREAS, under Education Code Section 15270, bonds of unified school districts may be issued in amounts up to a statutory bonding limit of 2.50% of the district's assessed valuation, as calculated by the county assessor; and

WHEREAS, an election was duly called and regularly held in the Albany Unified School District, County of Alameda, California (the "District"), on June 7, 2016, at which the following proposition (as abbreviated pursuant to Section 13247 of the California Elections Code and Section 15122 of the Education Code) was submitted to the electors of the District (the "Measure B Bond Measure"):

To rebuild Marin and Ocean View elementary schools with seismically safe school facilities that support modern learning standards in subjects such as science, accessibility, sustainability, and energy efficiency; and improve other school facilities; shall Albany Unified School District issue \$70 Million of bonds at legal rates for the acquisition and improvement of land and facilities, with citizen oversight and all funds staying in Albany to benefit local schools?

WHEREAS, at least two-thirds of the votes cast on the Measure B Bond Measure were in favor of issuing the bonds; and

WHEREAS, an election was duly called and regularly held in the Albany Unified School District, County of Alameda, California (the "District"), on June 7, 2016, at which the following proposition (as abbreviated pursuant to Section 13247 of the California Elections Code and

Section 15122 of the Education Code) was submitted to the electors of the District (the “Measure E Bond Measure” and, together with the Measure B Bond Measure, the “Bond Measures”):

To relieve Albany Middle School overcrowding, construct classrooms, science labs, and flexible learning spaces that meet seismic safety and accessibility codes, replace old portables with modern classrooms, and acquire technology and equipment at all schools to support science, engineering, math, and the humanities; shall Albany Unified School District issue \$25 Million of bonds at legal rates, with independent oversight, no money for administrators' salaries, and all funds benefitting Albany schools?

WHEREAS, at least 55% of the votes cast on the Measure E Bond Measure were in favor of issuing the bonds; and

WHEREAS, in the Measure B Bond Measure, it was recognized that the issuance of all of the authorized bonds might require the outstanding debt of the District to exceed its statutory bonding limit of 2.50% of the District’s assessed valuation and the voters of the District authorized the District to seek a waiver of the statutory bonding limit, as follows:

The District currently projects that in order to complete the authorized bond projects, issuance of some or all of the bonds will cause the outstanding debt of the District to exceed its statutory bonding limit of 2.5% of the total assessed valuation of taxable property in the District. In that event, the District intends to seek a waiver of its statutory bonding limit from the State Board of Education, which has the authority to waive certain requirements of the Education Code applicable to the District. By approval of this proposition, the voters acknowledge the District may seek such a waiver, and may issue authorized bonds in excess of the 2.5% limit as the State Board of Education may approve. No such waiver has yet been sought or granted.

WHEREAS, in the Measure E Bond Measure, it was recognized that the issuance of all of the authorized bonds might require the outstanding debt of the District to exceed its statutory bonding limit of 2.50% of the District’s assessed valuation and the voters of the District authorized the District to seek a waiver of the statutory bonding limit, as follows:

The District currently projects that in order to complete the authorized bond projects, issuance of some or all of the bonds will cause the outstanding debt of the District to exceed its statutory bonding limit of 2.5% of the total assessed valuation of taxable property in the District. In that event, the District intends to seek a waiver of its statutory bonding limit from the State Board of Education, which has the authority to waive certain requirements of the Education Code applicable to the District. By approval of this proposition, the voters acknowledge the District may seek such a

waiver, and may issue authorized bonds in excess of the 2.5% limit as the State Board of Education may approve. No such waiver has yet been sought or granted.

WHEREAS, the District's outstanding bonds from all prior ballot measures currently total approximately \$57,850,000, compared to a 2017-18 total bonding capacity of \$66,115,000; and

WHEREAS, under the Measure B Bond Measure, the District has \$46,500,000 remaining in bonding authorization to be issued; and

WHEREAS, under the Measure E Bond Measure, the District has \$16,000,000 remaining in bonding authorization to be issued; and

WHEREAS, in order to issue these remaining bonds authorized under the Bond Measures within the statutory bonding limit would require an unknown delay until assessed valuation can grow or outstanding bonds can be paid down in a sufficient amount; and

WHEREAS, delaying issuance of the remaining bonds foreseeably will drive the bond program off schedule, and likely increase the authorized school facilities project costs significantly; and

WHEREAS, in order for the District to complete critical projects authorized by the Bond Measure in a timely and cost effective manner, the Board of Education has determined it is in the best interest of the District to seek a waiver of its bonding limit from the State Board of Education; and

WHEREAS, the Board of Education has held a public hearing after due notice regarding the proposed request of a waiver of the statutory bonding limit from the State Board of Education; and

WHEREAS, the independent citizens' oversight committee established as required by the Bond Measure has had an opportunity to review the request and provide feedback to the Board of Education with respect to the waiver request; and

WHEREAS, the exclusive representatives of employees, Albany Teachers' Association, California School Employees Association, and Service Employees International Union, as provided in Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code, have had an opportunity to participate in the development of the waiver request;

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of Albany Unified School District, as follows:

Section 1. All of the above recitals are true and correct and the Board of Education so finds.

Section 2. The Superintendent of the District, and other officers of the District, shall be and they are hereby authorized and directed to seek a waiver of the District's statutory bonding

limit from the State Board of Education sufficient for the District to issue all bonds remaining authorized but unissued under the Bond Measure and to work with the State Board of Education as required to document and support the waiver request.

Section 3. The President of this Board of Education, the Secretary of this Board of Education, the Superintendent of the District, and other officers of the District, shall be and they are hereby authorized and directed to take such additional actions consistent with the intent of this Resolution in connection with the request for the waiver of the District's statutory bonding limit from the State Board of Education, which any of them deem necessary and desirable to accomplish the purposes hereof.

Section 4. This Resolution shall take effect from and after its adoption.

PASSED AND ADOPTED this 13th day of February, 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

President of the Board of Education
Albany Unified School District

ATTEST:

Secretary of the Board of Education
Albany Unified School District

SECRETARY'S CERTIFICATE

I, Secretary of the Board of Education of the Albany Unified School District, County of Alameda, California, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Education of said District duly and regularly held at the regular meeting place thereof on February 13, 2018, of which meeting all of the members of said Board of Education had due notice and at which a quorum thereof was present; and at said meeting said resolution was adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

An agenda of said meeting was posted at least 72 hours before said meeting at 1000 San Pablo Avenue, Albany, California, a location freely accessible to members of the public, and a brief description of said resolution appeared on said agenda. A copy of said agenda is attached hereto.

I further certify that I have carefully compared the same with the original minutes of said meeting on file and of record in my office; the foregoing resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and that said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

WITNESS my hand this ____ day of February, 2018.

Secretary of the Board of Education
Albany Unified School District

Following is an outline of the information required to submit the online debt limit waiver request with the California Department of Education. Any areas highlighted in yellow are to be confirmed with the District, after which, the online form can be completed.

A link to the CDE Waiver Request website is: <http://www.cde.ca.gov/re/lr/wr/>. Note that the District will need to get a log-in ID. Once logged-in and on the Waiver Request System, Menu, select “Other General Waiver (not listed above)” in the General Waiver section.

If you have any questions, please contact Makiko Sato at (510) 388-8417 / makiko@isomadvisors.com or Jeff Pickett at (925) 478-7450 / jeff@isomadvisors.com. The Waiver Office Contact Number: (916) 319-0824.

Waiver Request Form Information Request	Response
1. District Information	
	Albany Unified School District (Alameda County) 1051 Monroe Ave, Albany, CA 94706
2. Waiver Information	
▪ Period of Waiver Request	From May 2018 to June 2029 This is not a waiver renewal
▪ Waiver Topic	School Construction Bonds
▪ Ed Code Title	Bond Indebtedness Limit
▪ Section	15106
▪ Authority	33050
▪ Pertinent Ed Code section	See Insert A on following page (to cut/paste)
▪ Student Population	3,658 (2017-18 enrollment)
▪ Located in a	Small City
▪ Explanation for Waiver Request	See Insert B on following page (to cut/paste)
3. Public Hearing	
a. Date of Public Hearing	February 13, 2018 – Public hearing occurred at Board meeting
4. Approvals/Review	
▪ Local board approval & review date	February 13, 2018 – See Attachment A
▪ Councils or advisory committees	Citizens Bond Oversight Committee – District made a presentation to the CBOC on July 19, 2017 – See Attachment C
5. Bargaining Units	
▪ Bargaining unit involvement	Select “Yes” based on recommendation by CDE that the District Board solicit union participation
6. Attachments & Supplementary Information	
▪ Questions related to apportionment audit penalty & Categorical Program Monitoring	Select “No”
▪ Upload Additional Files	<i>Attachment A – District Resolution Approving Waiver Request from February 13, 2018</i> <i>Attachment B – Copy of Measure B and E</i> <i>Attachment C – Presentation to Citizens Bond Oversight Committee</i> <i>Attachment D – Additional Information</i>

7. Contact Information	
	Complete information for District contact person (Allan Garde, Chief Business Official)

<u>Required Additional Information</u>	
A. Project list specific to upcoming bond sale	The upcoming bond issuance will address the seismic issues at Marin Elementary and Oceanview Elementary School and overcrowding issues at Albany High School.
B. 10 years of AV history	<i>Attachment D</i>
C. Existing & expected future outstanding debt, which will include timing of upcoming bond sales	<i>Attachment D</i>
D. Copy of ballot measure & tax rate statement	<i>Attachment B</i>
E. Current & expected tax rates; expected structure (use of current interest/capital appreciation bonds)	<i>Attachment D</i>
F. Current & expected debt ratio	<i>Attachment D</i>
G. Citizen's Oversight Committee review	<i>Attachment C</i>
H. Demographic information on the number and types of schools in the district & student population	<i>Attachment D</i>

Insert A

15106. [A unified school district or community college district may issue bonds that, in aggregation with bonds issued pursuant to Section 15270, shall not exceed 2.5 percent of the taxable property of the school district or community college district, or the school facilities improvement district, if applicable, as shown by the last equalized assessment of the county or counties in which the district is located.] In computing the outstanding bonded indebtedness of a unified school district or community college district for all purposes of this section, any outstanding bonds shall be deemed to have been issued for elementary school purposes, high school purposes, and community college purposes, respectively, in the respective amounts that the proceeds of the sale of those outstanding bonds, excluding any premium and accrued interest received on that sale, were or have been allocated by the governing board of the unified school district or community college district to each of those purposes respectively.

Insert B

Albany Unified School District has identified over \$137 million in significant capital facilities needs including seismic upgrades to two elementary schools and addressing overcrowding at the middle and high schools. To address these needs, the District sought and received two general obligation bond authorizations in June 2016. Measure B was a \$70 million bond measure that required two-thirds support for passage. Measure E was a \$25 million bond measure that required 55.0% support for passage (under Proposition 39). Both the Measure B and Measure E language included the possibility of a bonding capacity waiver.

In October 2016, the District issued the first series of bonds under the Measure B and Measure E authorizations totaling \$32.5 million. With the issuance of the Series A bonds, the District was right at its bonding capacity of 2.5% of 2016-17 assessed value. To continue with the necessary projects,

the District will need to issue additional bonds (approximately \$44.0 million in mid-2018 and approximately \$18.5 million in 2020). A bonding capacity waiver is necessary to move forward with these projects to ensure safe and modern facilities for our students. We are requesting a bonding capacity waiver to issue bonds up to 4.25% of the total taxable property of the District. Our current projections show that the District will be back within their statutory bonding capacity levels by June 2029.

Two of our three elementary schools are seismically deficient and we need to address these safety concerns in a timely manner. This waiver will allow us to continue with the projects that our community has approved to ensure that our students have a safe learning environment. Moreover, our bonding capacity on a per student basis is very low compared to other school districts within Alameda County and adjacent Contra Costa County. However, we do not believe that this should limit our obligation to provide the necessary capital facilities upgrades for our students. Furthermore, the District believes that all students in California should have access to safe and modern school facilities. The current bonding capacity requirements tie access to capital funding to local wealth levels. By doing so, we believe that it creates an inequitable access to capital facilities funding to pay similar costs of construction.



BALLOT MEASURE SUBMITTAL FORM

First

Jurisdiction Name: Albany Unified School District		Election Date: June 7, 2016	
BALLOT TITLE & QUESTION TO BE PRINTED			
<p>Note: The information as it appears within the text boxes will be printed on the ballot. The 75 word count limit begins in the ballot title (if a title is provided), otherwise, the count begins in the ballot question.</p> <p>Insert Ballot Title here (if applicable):</p> <div style="border: 1px solid black; height: 40px; margin: 5px 0;"></div> <p>Insert Ballot Question here:</p> <p style="margin-left: 40px;">To rebuild Marin and Ocean View elementary schools with seismically safe school facilities that support modern learning standards in subjects such as science, the humanities, engineering, and math; relieve overcrowding; enhance school safety, accessibility, sustainability, and energy efficiency; and improve other school facilities; shall Albany Unified School District issue \$70 Million of bonds at legal rates for the acquisition and improvement of land and facilities, with citizen oversight and all funds staying in Albany to benefit local schools?</p>			
TYPE OF MEASURE		PERCENTAGE NEEDED TO PASS	
<input type="checkbox"/> Regular Measure <input type="checkbox"/> Parcel Tax <input checked="" type="checkbox"/> Bond Measure <input type="checkbox"/> Charter Amendment		<input type="checkbox"/> 50% + 1 <input type="checkbox"/> 66.6667% <input checked="" type="checkbox"/> 2/3 <input type="checkbox"/> Other: _____	
FULL TEXT OPTION			
Full Text to be printed in the Voter Information Pamphlet:			
<input checked="" type="checkbox"/> YES (<i>note: must submit separate copy of Full Text along with this form</i>) <input type="checkbox"/> NO – A Full Text was not submitted <input type="checkbox"/> NO – Do not print, but it's available to the public at: _____			
AUTHORIZED REPRESENTATIVE			
The authorized representative/contact person should be the person who will be receiving the typeset proofs			
Print Name:		Signature:	
		Date: 3/9/2016	
CONTACT INFORMATION (for office use)		CONTACT INFORMATION (for public)	
Phone #:		Phone #: 510-558-3750	
E-Mail:		E-Mail:	
		Website: www.ausdk12.org	

COUNTY COUNSEL'S IMPARTIAL ANALYSIS OF MEASURE B

ANALYSIS BY THE COUNTY COUNSEL OF AN ALBANY UNIFIED SCHOOL DISTRICT BOND MEASURE

Measure B, an Albany Unified School District ("District") bond measure, seeks voter approval to authorize the District to issue seventy million dollars (\$70,000,000.00) of bonds at legal rates. The primary purpose of the bonds is to finance school facilities projects as specified in the measure.

Pursuant to California Constitution Section 18 of Article XVI and Section 1 of Article XIII A and California Education Code Section 15124, this measure will become effective upon the affirmative vote of two-thirds of the qualified electors voting on this measure.

California Education Code Section 15100 restricts the use of the proceeds from the bonds sale to items such as building school buildings, improving school grounds, supplying school buildings and grounds with equipment, and the acquisition of real property for school facilities. In addition, proceeds may only be used for the projects listed in the measure. This measure provides that its proceeds will fund projects outlined in the measure (reproduced in the sample ballot pamphlet) that include, but are not limited to: rebuilding Marin and Ocean View elementary schools; adding new classrooms at Albany Middle School and Albany High School; improving district facilities; and relocating district offices. Proceeds may not be used for any other purpose, such as administrator salaries.

If two-thirds of those who vote on the measure vote "yes", the District will be authorized to issue bonds in the amount of seventy million dollars (\$70,000,000.00). Approval of this measure will authorize a levy on the assessed value of taxable property within the District by an amount needed to pay the principal and interest on these bonds in each year that the bonds are outstanding.

The Tax Rate Statement for Measure B in this sample ballot pamphlet reflects the District's best estimates, based upon currently available data and projections, of the property tax rates required to service the bonds. The best estimate of the tax rate required to be levied to fund the bonds is 12 cents per \$100.00 of assessed valuation, or \$120.00 per \$100,000.00 of the assessed valuation. That estimate applies during the first fiscal year (2016-2017) after the sale of the first series of bonds, during the first fiscal year (2019-2020) after the sale of the last series of bonds, and at the highest tax rate. The best estimate of the total debt service, including principal and interest, that would be required to be repaid if all of the bonds are issued and sold is \$148,500,000.00.

The Board of Education ("Board") will establish an independent citizens' oversight committee to ensure that bond proceeds are spent for the projects listed in the measure. The Board will conduct annual, independent performance and financial audits.

If two-thirds of those voting on this measure do not vote for approval, the measure will fail and the District will not be authorized to issue the bonds.

This measure is placed on the ballot by the governing board of the District.

DONNA R. ZIEGLER
County Counsel

The above statement is an impartial analysis of Measure B, which is printed in full in this sample ballot pamphlet. If you desire an additional copy of the measure, please call the

Elections Official's office at (510) 272-6933 and a copy will be mailed at no cost to you. You may also access the full text of the measure on the Alameda County website at the following address: www.acgov.org/rov/.

TAX RATE STATEMENT

An election will be held in the Albany Unified School District (the “District”) on June 7, 2016, to authorize the sale of up to \$70,000,000 in bonds of the District to finance school facilities as described in the proposition. If the bonds are approved, the District expects to issue the bonds in multiple series over time. Principal and interest on the bonds will be payable from the proceeds of tax levies made upon the taxable property in the District. The following information is provided in compliance with Sections 9400 through 9404 of the California Elections Code.

1. The best estimate of the tax which would be required to be levied to fund this bond issue during the first fiscal year after the sale of the first series of bonds, based on estimated assessed valuations available at the time of filing of this statement, is 12 cents per \$100 (\$120 per \$100,000) of assessed valuation in fiscal year 2016-2017.

2. The best estimate of the tax rate which would be required to be levied to fund this bond issue during the first fiscal year after the sale of the last series of bonds, based on estimated assessed valuations available at the time of filing of this statement, is 12 cents per \$100 (\$120 per \$100,000) of assessed valuation in fiscal year 2019-2020.

3. The best estimate of the highest tax rate which would be required to be levied to fund this bond issue, based on estimated assessed valuations available at the time of filing of this statement, is 12 cents per \$100 (\$120 per \$100,000) of assessed valuation in fiscal year 2019-2020.

4. The best estimate of the total debt service, including the principal and interest, that would be required to be repaid if all of the bonds are issued and sold is \$148,500,000.

The estimated rates presented above apply only to the taxes levied to pay bonds authorized by this measure. Additional taxes will be levied to pay bonds issued pursuant to previous, concurrent, and future authorizations.

Voters should note that estimated tax rates are based on the ASSESSED VALUE of taxable property on the County’s official tax rolls, not on the property’s market value, which could be more or less than the assessed value. In addition, taxpayers eligible for a property tax exemption, such as the homeowner’s exemption, will be taxed at a lower effective tax rate than described above. Certain taxpayers may also be eligible to postpone payment of taxes. Property owners should consult their own property tax bills and tax advisors to determine their property’s assessed value and any applicable tax exemptions.

Attention of all voters is directed to the fact that the foregoing information is based upon the District’s projections and estimates only, which are not binding upon the District. The actual tax rates and the years in which they will apply, and the actual total debt service, may vary from those presently estimated, due to variations from these estimates in the timing of bond sales, the amount of bonds sold and market interest rates at the time of each sale, and actual assessed valuations over the term of repayment of the bonds. The dates of sale and the amount of bonds sold at any given time will be determined by the District based on need for construction funds and other factors. The actual interest rates at which the bonds will be sold will depend on the bond market at the time of each sale. Actual future assessed valuation will depend upon the amount and value of taxable

property within the District as determined by the County Assessor in the annual assessment and the equalization process.

Dated: _____, 2016.

Superintendent of Schools
Albany Unified School District

Argument in Favor of Measure B

Albany Unified School District provides an excellent education to local students, making it among the highest performing districts in the State. However, local schools require seismic repairs, safety improvements, and modernizations to meet today's safety and educational standards. Measure B, in combination with Measure E, will provide funds to complete these school improvements.

In 2013, Albany Unified School District engaged a firm of architects and engineers to conduct a facilities assessment, which evaluated classroom repairs, student safety, and school site capacity. The assessment found that Marin and Ocean View Elementary Schools require significant seismic and safety improvements, and that rebuilding them will be more cost-effective than repairing them.

Measures B and E address these findings by ensuring schools are earthquake safe, relieving school overcrowding, and providing up-to-date classrooms, science labs, and technology so students are better prepared for college and future careers.

Funds from both of these measures will stay local and cannot be taken by the State.

Voting Yes on Measure B will:

- Rebuild Marin and Ocean View Elementary Schools with seismically safe school facilities to support modern learning standards in subjects like Science, Engineering, Math, and the Humanities
- Relieve Albany High School overcrowding
- Improve school safety and accessibility
- Improve energy efficiency and renewable energy generation

Both Measures B and E Require Strict Fiscal Accountability

- By law, no money can be used for administrator salaries, benefits, or pensions
- Independent citizen's oversight and annual audits will be required
- No money can be taken by the State

Measures B and E will help our District qualify for our fair share of state matching funds, which will be used to fund additional projects or reduce the cost to local taxpayers.

Help keep Albany Schools and property values strong. Join parents, teachers, seniors, and business and community leaders in voting YES on Measures B and E.

Word Count: 297/300

No Argument Against was submitted.

Direct Argument Signers

For Measure B

Argument in Favor

- 1. Kim Trutane**
President, Marin Elementary School PTA
- 2. Ebba De La Rosa**
President, Ocean View Elementary School PTA
- 3. Ron Rosenbaum**
President, Albany Unified School District Governing Board
- 4. Allan Maris**
40 year Albany Resident Albany Community Foundation
- 5. Nick Pilch**
Member, Albany City Council

Argument Against

No argument against Measure B was submitted.

FULL TEXT OF THE MEASURE

BEGINNING OF FULL TEXT OF MEASURE----->>>>>

FULL TEXT BALLOT PROPOSITION OF THE ALBANY UNIFIED SCHOOL DISTRICT BOND MEASURE No. 2 ELECTION JUNE 7, 2016

This Proposition may be known and referred to as the “Marin and Ocean View Modernization and Albany High Overcrowding Relief Measure” or “Measure __” *[letter designation to be assigned by County Registrar of Voters]*

FINDINGS

Albany schools are consistently among the highest performing in the State. Excellent local schools contribute to the quality of life and help to sustain strong property values in Albany.

In 2013, the District engaged a firm of licensed architects and engineers to conduct a facilities assessment.

The facilities assessment evaluated the district’s facilities needs related to site capacity, capital repairs and student safety.

The facilities assessment found that the District’s campuses are consistently close to, or above, capacity.

The number of students has increased by over 900 students since 2001 and will continue to grow for the foreseeable future. Additional classrooms are needed to accommodate student enrollment.

The facilities assessment found that Marin Elementary School and Ocean View Elementary School require significant seismic improvements. It was also determined that the District would be eligible for State matching grants for seismic improvements were the District able to contribute to the seismic improvements as well.

The facilities assessment also identified capital repairs necessary to keep schools well-maintained and safe, and to keep classrooms, restrooms, labs, and other facilities in good condition.

The facilities assessment identified energy efficiency improvements to reduce maintenance and operating costs.

The Board has determined that facility repairs and improvements of this magnitude are beyond the scope of the district’s operating budget.

Whereas the State is unable or unwilling to provide adequate funding for facility repairs and improvements, the Board has deemed it necessary to seek local funding for school improvements.

Every penny of this local funding will benefit Albany schools and cannot be taken by the State or used for administrator salaries.

In preparing and approving the bond project list, the Board of Education determined that the district must:

- Relieve school overcrowding
- Update classrooms and school facilities to meet modern learning standards
- Replace outdated and inefficient heating, ventilation, electrical and plumbing systems for energy efficiency purposes
- Include teachers, staff, parents, students, and other key stakeholders in the planning process for design of the proposed projects on the bond project list.

BOND AUTHORIZATION

By approval of this proposition by at least two thirds of the registered voters voting on the proposition, the Albany Unified School District (the “District”) shall be authorized to issue and sell bonds of up to \$70 million in aggregate principal amount to provide financing for the specific purposes set forth herein, and subject to all of the accountability safeguards specified below.

ACCOUNTABILITY SAFEGUARDS

The provisions in this section are specifically included in this proposition in order that the District’s voters and taxpayers may be assured that their money will be spent wisely to address specific facilities needs of the District.

Evaluation of Needs. The Board of Education hereby certifies that it has evaluated the facilities needs of the District, and the priority of addressing each of these needs. In the course of its evaluation, the Board of Education took safety, class size reduction and information technology needs into consideration while developing the Bond Project List.

Limitation on Use of Bond Proceeds. The State of California does not have the legal authority to take locally approved school district bond funds for any State purposes. The Constitution allows proceeds from the sale of bonds authorized by this proposition to be used only for the acquisition and improvement of school land and buildings, and not for any other purpose, including teacher and administrator salaries and other school operating expenses. Proceeds of the bonds may be used to pay or reimburse the District for the cost of District staff only when performing work on or necessary and incidental to the bond projects.

Independent Citizens’ Oversight Committee. The Board of Education shall establish an independent Citizens’ Oversight Committee to ensure bond proceeds are spent only for the school facilities projects listed in the Bond Project List. The committee shall be established within 60 days of the date on which the Board of Education enters the election results on its minutes.

Annual Performance Audits. The Board of Education shall conduct an annual, independent performance audit to ensure that the bond proceeds have been expended only on the school facilities projects listed in the Bond Project List.

Annual Financial Audits. The Board of Education shall conduct an annual, independent financial audit of the bond proceeds (which shall be separate from the District's regular annual financial audit) until all of those proceeds have been spent for the school facilities projects listed in the Bond Project List.

Special Bond Proceeds Account; Annual Report to Board. Upon approval of this proposition and the sale of any bonds approved, the Board of Education shall take actions necessary pursuant to Government Code Section 53410 and following to establish an account in which proceeds of the sale of bonds will be deposited. As long as any proceeds of the bonds remain unexpended, the Superintendent or the Chief Business Officer of the District (or such other employee as may perform substantially similar duties) shall cause a report to be filed with the Board no later than January 31 of each year, commencing January 31, 2017, stating (1) the amount of bond proceeds received and expended in that year, and (2) the status of any project funded or to be funded from bond proceeds. The report may relate to the calendar year, fiscal year, or other appropriate annual period as such officer shall determine, and may be incorporated into the annual budget, audit, or other appropriate routine report to the Board.

FURTHER SPECIFICATIONS

Specific Purposes. All of the purposes enumerated in this proposition shall be united and voted upon as one single proposition, pursuant to Education Code Section 15100, and shall constitute the specific purposes of the bonds, and proceeds of the bonds shall be spent only for such purposes, pursuant to Government Code Section 53410.

Joint Use. The District may enter into agreements with the County of Alameda or other public agencies or nonprofit organizations for joint use of school facilities financed with the proceeds of the bonds in accordance with Education Code Section 17077.42 (or any successor provision). The District may seek State grant funds for eligible joint-use projects as permitted by law, and this proposition hereby specifies and acknowledges that bond funds will or may be used to fund all or a portion of the local share for any eligible joint-use projects identified in the Bond Project List or as otherwise permitted by California State regulations, as the Board of Education shall determine.

Rate of Interest. The bonds shall bear interest at a rate per annum not exceeding the statutory maximum, payable at the time or times permitted by law.

Term of Bonds. The number of years the whole or any part of the bonds are to run shall not exceed the legal limit, though this shall not preclude bonds from being sold which mature prior to the legal limit.

AUTHORIZED PURPOSES, AMOUNT

Bonds may be Issued in Excess of Statutory Bonding Limit. The District currently projects that in order to complete the authorized bond projects, issuance of some or all of the bonds will cause the outstanding debt of the District to exceed its statutory bonding limit of 2.5% of the total assessed valuation of taxable property in the District. In that event, the District intends to seek a waiver of its statutory bonding limit from the State Board of Education, which has the authority to waive certain requirements of the Education Code applicable to the District. By approval of this

proposition, the voters acknowledge the District may seek such a waiver, and may issue authorized bonds in excess of the 2.5% limit as the State Board of Education may approve. No such waiver has yet been sought or granted.

Specific Purposes. All of the purposes enumerated in the ballot summary set forth above shall be united and voted upon as one single proposition, and together shall constitute the specific purposes of the bonds proposed to be issued and sold, and proceeds of the bonds shall be spent only for such purposes.

Costs. Costs of the election and of issuing the bonds shall be paid from proceeds of the bonds.

Required Vote. Pursuant to Section 15124 of the Education Code and Section 18 of Article XVI and Section 1 of Article XIII A of the Constitution of the State of California, this proposition shall become effective only upon the affirmative vote of two-thirds of those electors voting on the measure.

PROJECT LIST

The Bond Project List below describes the specific projects the Albany Unified School District proposes to finance with proceeds of voter approved bonds. Listed projects will be completed as needed at a particular District site according to District Board of Education-established priorities, and the order in which such projects appear on the Bond Project List is not an indication of priority for funding or completion. The final cost of each project will be determined as plans are finalized, construction bids are awarded, and projects are completed. Certain construction funds expected from non-bond sources, including State grant funds for eligible projects, have not yet been secured. Until all project costs and funding sources are known, the Board of Education cannot determine the amount of bond proceeds available to be spent on each project, nor guarantee that the bonds will provide sufficient funds to allow completion of all listed projects. Completion of some projects may be subject to further government approvals by State officials and boards, to local environmental review, and to input from the public. For these reasons, inclusion of a project on the Bond Project List is not a guarantee that the project will be funded or completed. The Bond Project List contains more projects than the District currently estimates the Bonds can fund to provide flexibility should additional efficiencies be realized or should Board priorities change. The Board may undertake rehabilitations, improvements, acquisitions, or new construction to complete each or any of the projects listed below as may be determined desirable by the District at the time the project is undertaken. Any authorized repairs shall be capital expenditures. The project list does not authorize non-capital expenditures. The project list does not limit the District's constitutional authority to acquire and improve real property. Section headings are not part of the project list and are provided for convenience only.

REBUILD MARIN ELEMENTARY SCHOOL

- New classrooms and school buildings.
- Flexible learning spaces.
- Libraries.
- Playgrounds.
- Administrative buildings.
- Permanent improvements to school sites, including, but not limited to, playstructures, retaining walls, sidewalks, ball walls, renewable energy generation facilities and energy efficiency improvements, and landscaping, etc.

REBUILD OCEAN VIEW ELEMENTARY SCHOOL

- New classrooms and school buildings.
- Flexible learning spaces.
- Libraries.
- Playgrounds.
- Administrative buildings.
- Permanent improvements to school sites, including, but not limited to: playstructures, sidewalks, ball walls, renewable energy generation facilities and energy efficiency improvements, landscaping, etc.

RELIEVE OVERCROWDING AT ALBANY MIDDLE SCHOOL

- New classrooms and school buildings at the San Gabriel (former MacGregor Elementary) site, Albany Middle School, or other district sites.
- Flexible learning spaces.
- Replace portables.
- Permanent improvements to school sites, including, but not limited to: ball walls, renewable energy generation facilities and energy efficiency improvements, and landscaping, etc.

ADDITIONAL CLASSROOMS AT ALBANY HIGH SCHOOL

- New classrooms and school buildings.
- Flexible learning spaces.
- Permanent improvements to school sites, including, but not limited to: renewable energy generation facilities and energy efficiency improvements, and landscaping, etc..

NECESSARY CAPITAL IMPROVEMENTS TO DISTRICT FACILITIES AND RELOCATE DISTRICT OFFICE

- Improve or acquire: classrooms, school buildings, seismic safety, campus security, fire safety, energy efficiency, renewable energy, electrical systems and infrastructure, gas lines and infrastructure, sports facilities, school site landscaping, HVAC, plumbing systems and infrastructure, Americans with Disabilities Act compliance, parking, pick-up and drop-off

areas, and ingresses and egresses; additional acquisition and improvement of real property, as necessary; relocate district office.

The aforementioned projects are authorized at all District sites, including sites the District may acquire in the future.

Incidental Work Authorized At All Sites
(at which Projects listed above are undertaken)

Each project listed above includes allocable costs such as election and bond issuance costs to the extent permitted by law; architectural, engineering, inspection and similar planning cost; construction management (whether by the District or a third-party); annual financial and performance audits; a contingency for unforeseen design and construction costs; and other costs necessary, incidental or related to the completion of the listed projects and otherwise permitted by law, including but not limited to:

- Remove hazardous materials, e.g., asbestos, lead, etc., if necessary or desirable
- Address unforeseen conditions revealed by construction/modernization (e.g., plumbing or gas line breaks, dry-rot, seismic, structural, etc.)
- Other improvements required to comply with building codes
- Demolition of existing facilities and reconstruction of facilities scheduled for modernization, if the Board of Education determines that such an approach would be more cost-effective in creating more enhanced and operationally efficient campuses.
- Rental or construction of temporary classrooms (including modular classrooms), and rental or construction of temporary locations, as needed to house students or administrative offices during construction.
- Necessary site preparation/restoration in connection with new construction, renovation or remodeling, or installation or removal of modular classrooms, including ingress and egress, removing, replacing, or installing irrigation, utility lines, trees and landscaping, relocating fire access roads, and acquiring any necessary easements, licenses, or rights of way to the property.

The Bond Project List shall be considered a part of this ballot proposition, and shall be reproduced in any official document required to contain the full statement of the bond proposition.



BALLOT MEASURE SUBMITTAL FORM

Second

Jurisdiction Name: Albany Unified School District		Election Date: June 7, 2016	
BALLOT TITLE & QUESTION TO BE PRINTED			
<p>Note: The information as it appears within the text boxes will be printed on the ballot. The 75 word count limit begins in the ballot title (if a title is provided); otherwise, the count begins in the ballot question.</p> <p>Insert Ballot Title here <i>(if applicable)</i>:</p> <p>Insert Ballot Question here:</p> <p style="padding-left: 40px;">To relieve Albany Middle School overcrowding, construct classrooms, science labs, and flexible learning spaces that meet seismic safety and accessibility codes, replace old portables with modern classrooms; and acquire technology and equipment at all schools to support science, engineering, math, and the humanities; shall Albany Unified School District issue \$25 Million of bonds at legal rates, with independent oversight, no money for administrators' salaries, and all funds benefitting Albany schools?</p>			
TYPE OF MEASURE		PERCENTAGE NEEDED TO PASS	
<input type="checkbox"/> Regular Measure <input type="checkbox"/> Parcel Tax <input checked="" type="checkbox"/> Bond Measure <input type="checkbox"/> Charter Amendment		<input type="checkbox"/> 50% + 1 <input type="checkbox"/> 66.6667% <input type="checkbox"/> 2/3 <input checked="" type="checkbox"/> Other 55% _____	
FULL TEXT OPTION			
Full Text to be printed in the Voter Information Pamphlet:			
<input checked="" type="checkbox"/> YES (<i>note: must submit separate copy of Full Text along with this form</i>) <input type="checkbox"/> NO – A Full Text was not submitted <input type="checkbox"/> NO – Do not print, but it's available to the public at: _____			
AUTHORIZED REPRESENTATIVE			
The authorized representative/contact person should be the person who will be receiving the typeset proofs			
Print Name:		Signature:	
		Date: 3/9/2016	
CONTACT INFORMATION <i>(for office use)</i>		CONTACT INFORMATION <i>(for public)</i>	
Phone #:		Phone #: 510-558-3750	
E-Mail:		E-Mail:	
		Website: www.ausdk12.org	

COUNTY COUNSEL'S IMPARTIAL ANALYSIS OF MEASURE E

ANALYSIS BY THE COUNTY COUNSEL OF AN ALBANY UNIFIED SCHOOL DISTRICT BOND MEASURE

Measure E, an Albany Unified School District ("District") bond measure, seeks voter approval to authorize the District to issue twenty-five million dollars (\$25,000,000.00) of bonds at legal rates. The primary purpose of the bonds is to finance school facilities projects as specified in the measure.

Pursuant to California Constitution Section 18 of Article XVI and Section 1 of Article XIII A and California Education Code Section 15274, this measure will become effective upon the affirmative vote of at least 55% of the qualified electors voting on this measure.

California Education Code Section 15100 restricts the use of the proceeds from the bonds sale to items such as building school buildings, improving school grounds, supplying school buildings and grounds with equipment, and the acquisition of real property for school facilities. In addition, proceeds may only be used for the projects listed in the measure. This measure provides that its proceeds will fund projects outlined in the measure (reproduced in the sample ballot pamphlet) that include, but are not limited to: constructing classrooms, science labs and flexible learning spaces at Albany Middle School; replacing portables at Albany Middle School; and acquiring technology equipment district wide. Proceeds may not be used for any other purpose, such as administrator salaries.

If 55% of those who vote on the measure vote "yes", the District will be authorized to issue bonds in the amount of twenty-five million dollars (\$25,000,000.00). Approval of this measure will authorize a levy on the assessed value of taxable property within the District by an amount needed to pay the principal and interest on these bonds in each year that the bonds are outstanding.

The Tax Rate Statement for Measure E in this sample ballot pamphlet reflects the District's best estimates, based upon currently available data and projections, of the property tax rates required to service the bonds. The best estimate of the tax rate required to be levied to fund the bonds is 6 cents per \$100.00 of assessed valuation, or \$60.00 per \$100,000.00 of the assessed valuation. That estimate applies during the first fiscal year (2016-2017) after the sale of the first series of bonds, during the first fiscal year (2019-2020) after the sale of the last series of bonds, and at the highest tax rate. The best estimate of the total debt service, including principal and interest, that would be required to be repaid if all of the bonds are issued and sold is \$37,000,000.00.

The Board of Education ("Board") will establish an independent citizens' oversight committee to ensure that bond proceeds are spent for the projects listed in the measure. The Board will conduct annual, independent performance and financial audits.

If 55% of those voting on this measure do not vote for approval, the measure will fail and the District will not be authorized to issue the bonds.

This measure is placed on the ballot by the governing board of the District.

DONNA R. ZIEGLER
County Counsel

The above statement is an impartial analysis of Measure E, which is printed in full in this sample ballot pamphlet. If you desire an additional copy of the measure, please call the

Elections Official's office at (510) 272-6933 and a copy will be mailed at no cost to you. You may also access the full text of the measure on the Alameda County website at the following address: www.acgov.org/rov/.

TAX RATE STATEMENT

An election will be held in the Albany Unified School District (the “District”) on June 7 2016, to authorize the sale of up to \$25,000,000 in bonds of the District to finance school facilities as described in the proposition. If the bonds are approved, the District expects to issue the Bonds in multiple series over time. Principal and interest on the bonds will be payable from the proceeds of tax levies made upon the taxable property in the District. The following information is provided in compliance with Sections 9400 through 9404 of the California Elections Code.

1. The best estimate of the tax which would be required to be levied to fund this bond issue during the first fiscal year after the sale of the first series of bonds, based on estimated assessed valuations available at the time of filing of this statement, is 6 cents per \$100 (\$60 per \$100,000) of assessed valuation in fiscal year 2016-2017.
2. The best estimate of the tax rate which would be required to be levied to fund this bond issue during the first fiscal year after the sale of the last series of bonds, based on estimated assessed valuations available at the time of filing of this statement, is 6 cents per \$100 (\$60 per \$100,000) of assessed valuation in fiscal year 2019-2020.
3. The best estimate of the highest tax rate which would be required to be levied to fund this bond issue, based on estimated assessed valuations available at the time of filing of this statement, is 6 cents per \$100 (\$60 per \$100,000) of assessed valuation in fiscal year 2019-2020.
4. The best estimate of the total debt service, including the principal and interest, that would be required to be repaid if all of the bonds are issued and sold is \$37,000,000.

The estimated rates presented above apply only to the taxes levied to pay bonds authorized by this measure. Additional taxes will be levied to pay bonds issued pursuant to previous, concurrent, and future authorizations.

Voters should note that estimated tax rates are based on the *ASSESSED VALUE* of taxable property on the County’s official tax rolls, *not* on the property’s market value, which could be more or less than the assessed value. In addition, taxpayers eligible for a property tax exemption, such as the homeowner’s exemption, will be taxed at a lower effective tax rate than described above. Certain taxpayers may also be eligible to postpone payment of taxes. Property owners should consult their own property tax bills and tax advisors to determine their property’s assessed value and any applicable tax exemptions.

Attention of all voters is directed to the fact that the foregoing information is based upon the District’s projections and estimates only, which are not binding upon the District. The actual tax rates and the years in which they will apply, and the actual total debt service, may vary from those presently estimated, due to variations from these estimates in the timing of bond sales, the amount of bonds sold and market interest rates at the time of each sale, and actual assessed valuations over the term of repayment of the bonds. The dates of sale and the amount of bonds sold at any given time will be determined by the District based on need for construction funds and other factors, including the legal limitations on bonds approved by a 55% affirmative vote. The actual interest rates at which the bonds will be sold will depend on the bond market at the time of each sale. Actual future assessed valuation will depend upon the amount and value of taxable property within the

District as determined by the County Assessor in the annual assessment and the equalization process.

Dated: _____, 2016.

Superintendent of Schools
Albany Unified School District

Argument in Favor of Measure E

Measure E is a companion to Measure B for the Albany Unified School District. Together, Measures B and E ensure that our local schools continue to support outstanding student achievement.

The number of students in our District has increased by 900 students since 2001 and will continue to grow. Undersized classrooms and outdated labs and instructional technology limit our ability to deliver the best quality of education to students.

Measures B and E provide additional classrooms needed to accommodate growing student enrollment and help ensure that students have equal access to 21st-century classrooms, labs, and instructional technology so they develop the needed skills to succeed in college and future careers.

The quality of our schools contributes to the value of our homes. Good schools make our neighborhoods more desirable and protect property values.

Voting Yes on Measure E will:

- Relieve Albany Middle School overcrowding
- Update instructional technology at all schools to support Science, Engineering, Math, and the Humanities
- Modernize classrooms, science labs, and flexible learning spaces to meet seismic, safety, and accessibility codes
- Replace aging portables with permanent structures
- Improve energy efficiency and renewable energy generation

Both Measures B and E Require Strict Fiscal Accountability

- By law, no money can be used for administrator salaries, benefits, or pensions
- Independent citizen's oversight and annual audits will be required
- No money can be taken by the State

Every penny from Measures B and E stays local to benefit Albany Schools.

Measures B and E will help our District qualify for our fair share of state matching funds, which will be used to fund additional projects or reduce the cost to local taxpayers.

Help keep Albany Schools and property values strong. Join parents, teachers, seniors, and business and community leaders in voting YES on Measures B and E.

Word Count: 290/300

No Argument Against was submitted.

Direct Argument Signers

For Measure E

Argument in Favor

- 1. Theresa Bittner**
President, Albany High School PTSA
- 2. Jessica Cross**
President, Cornell Elementary School PTA
- 3. Yael Bloom**
President, Albany School CARE
- 4. Margaret (Peggy) McQuaid**
50 year Albany Resident Member, Albany City Council
- 5. Jennifer Daly**
Albany Parent 16 year Albany Resident

Argument Against

No argument against Measure E was submitted.

FULL TEXT OF THE MEASURE

BEGINNING OF FULL TEXT OF MEASURE----->>>>>

FULL TEXT BALLOT PROPOSITION OF THE ALBANY UNIFIED SCHOOL DISTRICT BOND MEASURE No. 1 ELECTION JUNE 7, 2016

This Proposition may be known and referred to as the “Albany Middle School Overcrowding Relief and Districtwide Technology and Equipment Improvement Measure” or as “Measure ____”. *[letter designation to be assigned by County Registrar of Voters]*

FINDINGS

Albany schools are consistently among the highest performing in the state. Excellent local schools contribute to the quality of life and help to sustain strong property values in Albany.

In 2013, the District engaged a firm of licensed architects and engineers to conduct a facilities assessment.

The facilities assessment evaluated the district’s facilities needs related to site capacity, capital repairs, and student safety.

The facilities assessment found that the District’s campuses are all close to, or above, capacity.

The number of students has increased by over 900 students since 2001, and will continue to grow for the foreseeable future. Additional classrooms are needed to accommodate student enrollment.

The facilities assessment also identified capital repairs necessary to keep schools well-maintained and safe, and to ensure that all students have equal access to 21st-century classrooms, labs and school facilities.

The facilities assessment also identified improvements needed to classroom computers and instructional technology to ensure students are prepared for college and 21st-century careers

The Board has determined that facility repairs and improvements of this magnitude are beyond the scope of the district’s operating budget.

Because the state is unable or unwilling to provide adequate funding for facility repairs and improvements, the Board has deemed it necessary to seek local funding for school improvements.

To fund the necessary school improvements, the Board has put forth two measures. The first measure will fund the rebuilding of Marin and Ocean View elementary schools (after determining that rebuilding was more economical and beneficial than repairing them). The second measure will (1) relieve overcrowding at Albany Middle School by creating additional instructional space at the San Gabriel (former MacGregor Elementary) site, and (2) provide updated technology and equipment districtwide.

Every penny of this local funding will benefit Albany schools and cannot be taken by the state or used for administrator salaries.

In preparing and approving the bond project list, the Board of Education determined that the district must:

- Construct classrooms, science labs, and flexible learning spaces that meet seismic safety and accessibility codes;
- Acquire technology and equipment at all schools to support instruction in subjects including, but not limited to, science, engineering, math, and core academic instruction;
- Replace old portables with modern classrooms;
- Include teachers, staff, parents, students, and other key stakeholders in the planning process for design of the proposed projects on the bond project list.

BOND AUTHORIZATION

By approval of this proposition by at least 55% of the registered voters voting on the proposition, the Albany Unified School District (the “District”) shall be authorized to issue and sell bonds of up to \$25 million in aggregate principal amount to provide financing for the specific school facilities projects listed in the Bond Project List, and in order to qualify to receive State matching grant funds, subject to all of the accountability safeguards specified below.

ACCOUNTABILITY SAFEGUARDS

The provisions in this section are specifically included in this proposition in order that the District’s voters and taxpayers may be assured that their money will be spent wisely to address specific facilities needs of the District, all in compliance with the requirements of Article XIII A, Section 1(b)(3) of the State Constitution, and the Strict Accountability in Local School Construction Bonds Act of 2000 (codified at Education Code Sections 15264 and following).

Evaluation of Needs. The Board of Education hereby certifies that it has evaluated the facilities needs of the District, and the priority of addressing each of these needs. In the course of its evaluation, the Board of Education took safety, class size reduction and information technology needs into consideration while developing the Bond Project List.

Limitation on Use of Bond Proceeds. The State of California does not have the legal authority to take locally approved school district bond funds for any State purposes. The Constitution allows proceeds from the sale of bonds authorized by this proposition to be used only for the construction, reconstruction, rehabilitation, or replacement of school facilities listed in this proposition, including the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities, and not for any other purpose, including teacher and administrator salaries and other school operating expenses. Proceeds of the bonds may be used to pay or reimburse the District for the cost of District staff only when performing work on or necessary and incidental to the bond projects.

Independent Citizens’ Oversight Committee. The Board of Education shall establish an independent Citizens’ Oversight Committee (pursuant to Education Code Section 15278 and following), to ensure bond proceeds are spent only for the school facilities projects listed in the

Bond Project List. The committee shall be established within 60 days of the date on which the Board of Education enters the election results on its minutes.

Annual Performance Audits. The Board of Education shall conduct an annual, independent performance audit to ensure that the bond proceeds have been expended only on the school facilities projects listed in the Bond Project List.

Annual Financial Audits. The Board of Education shall conduct an annual, independent financial audit of the bond proceeds (which shall be separate from the District's regular annual financial audit) until all of those proceeds have been spent for the school facilities projects listed in the Bond Project List.

Special Bond Proceeds Account; Annual Report to Board. Upon approval of this proposition and the sale of any bonds approved, the Board of Education shall take actions necessary pursuant to Government Code Section 53410 and following to establish an account in which proceeds of the sale of bonds will be deposited. As long as any proceeds of the bonds remain unexpended, the Superintendent or the Chief Business Officer of the District (or such other employee as may perform substantially similar duties) shall cause a report to be filed with the Board no later than January 31 of each year, commencing January 31, 2017, stating (1) the amount of bond proceeds received and expended in that year, and (2) the status of any project funded or to be funded from bond proceeds. The report may relate to the calendar year, fiscal year, or other appropriate annual period as such officer shall determine, and may be incorporated into the annual budget, audit, or other appropriate routine report to the Board.

FURTHER SPECIFICATIONS

Specific Purposes. All of the purposes enumerated in this proposition shall be united and voted upon as one single proposition, pursuant to Education Code Section 15100, and shall constitute the specific purposes of the bonds, and proceeds of the bonds shall be spent only for such purposes, pursuant to Government Code Section 53410.

Joint Use. The District may enter into agreements with the County of Alameda or other public agencies or nonprofit organizations for joint use of school facilities financed with the proceeds of the bonds in accordance with Education Code Section 17077.42 (or any successor provision). The District may seek State grant funds for eligible joint-use projects as permitted by law, and this proposition hereby specifies and acknowledges that bond funds will or may be used to fund all or a portion of the local share for any eligible joint-use projects identified in the Bond Project List or as otherwise permitted by California State regulations, as the Board of Education shall determine.

Rate of Interest. The bonds shall bear interest at a rate per annum not exceeding the statutory maximum, payable at the time or times permitted by law.

Term of Bonds. The number of years the whole or any part of the bonds are to run shall not exceed the legal limit, though this shall not preclude bonds from being sold which mature prior to the legal limit.

Bonds may be Issued in Excess of Statutory Bonding Limit. The District currently projects that in order to complete the authorized bond projects, issuance of some or all of the bonds will cause the outstanding debt of the District to exceed its statutory bonding limit of 2.5% of the total assessed valuation of taxable property in the District. In that event, the District intends to seek a waiver of its statutory bonding limit from the State Board of Education, which has the authority to

waive certain requirements of the Education Code applicable to the District. By approval of this proposition, the voters acknowledge the District may seek such a waiver, and may issue authorized bonds in excess of the 2.5% limit as the State Board of Education may approve. No such waiver has yet been sought or granted.

PROJECT LIST

The Bond Project List below describes the specific projects the Albany Unified School District proposes to finance with proceeds of voter approved bonds. Listed projects will be completed as needed at a particular District site according to District Board of Education-established priorities, and the order in which such projects appear on the Bond Project List is not an indication of priority for funding or completion. The final cost of each project will be determined as plans are finalized, construction bids are awarded, and projects are completed. Certain construction funds expected from non-bond sources, including State grant funds for eligible projects, have not yet been secured. Until all project costs and funding sources are known, the Board of Education cannot determine the amount of bond proceeds available to be spent on each project, nor guarantee that the bonds will provide sufficient funds to allow completion of all listed projects. Completion of some projects may be subject to further government approvals by State officials and boards, to local environmental review, and to input from the public. For these reasons, inclusion of a project on the Bond Project List is not a guarantee that the project will be funded or completed. In order to provide flexibility should additional efficiencies be realized or should Board priorities change, the Bond Project List contains more projects than the District currently estimates the Bonds can fund. The Board may undertake rehabilitations, improvements, acquisitions, or new construction to complete each or any of the projects listed below as may be determined desirable by the District at the time the project is undertaken. Any authorized repairs shall be capital expenditures. The project list does not authorize non-capital expenditures. The Board of Education may make changes to the Bond Project List in the future consistent with the projects specified in the proposition. Section headings are not part of the project list and are provided for convenience only.

RELIEVE OVERCROWDING AT ALBANY MIDDLE SCHOOL

- New classrooms and school buildings at the San Gabriel (former MacGregor Elementary) site, Albany Middle School, or other district sites.
- Flexible learning spaces.
- Replace portables.
- Permanent improvements to school sites, including, but not limited to, ball walls, renewable energy generation facilities and energy efficiency improvements, and landscaping, etc.

DISTRICTWIDE TECHNOLOGY, EQUIPMENT AND FURNISHINGS

- Technology equipment and infrastructure improvements, including, but not limited to, computer systems, computer labs, data and telephone systems, networking infrastructure, cabling, and wireless.
- Furniture, equipment, and necessary apparatus of a permanent nature for District facilities.

NECESSARY CAPITAL IMPROVEMENTS TO DISTRICT FACILITIES

- Improvements to: classrooms, school buildings, seismic safety, campus security, fire safety, energy efficiency, electrical systems and infrastructure, gas systems and infrastructure, sports facilities, school site landscaping, HVAC, plumbing systems and infrastructure, Americans with Disabilities Act compliance, parking, pick-up and drop-off areas, and ingress and egress; payment or prepayment of lease payments for District facilities.

The aforementioned projects are authorized at all District sites, including sites the District may acquire in the future.

Incidental Work Authorized At All Sites
(at which Projects listed above are undertaken)

Each project listed above includes allocable costs such as election and bond issuance costs to the extent permitted by law; architectural, engineering, inspection and similar planning costs; construction management (whether by the District or a third-party); annual financial and performance audits; a contingency for unforeseen design and construction costs; and other costs necessary, incidental, or related to the completion of the listed projects and otherwise permitted by law, including but not limited to:

- Remove hazardous materials, e.g., asbestos, lead, etc., if necessary or desirable
- Address unforeseen conditions revealed by construction/modernization (e.g., plumbing or gas line breaks, dry-rot, seismic, structural, etc.)
- Other improvements required to comply with building codes
- Furnishing and equipping
 - of newly constructed classrooms and facilities
 - replace worn/broken/out of date furniture and equipment
- Acquisition of any of the facilities on the Bond Project List through temporary lease, lease-lease-back, or lease-purchase arrangements, execution of a purchase option under a lease for any of these authorized facilities, or prepayment of lease payments.
- Demolition of existing facilities and reconstruction of facilities scheduled for modernization, if the Board of Education determines that such an approach would be more cost-effective in creating more enhanced and operationally efficient campuses.
- Rental or construction of temporary classrooms (including modular classrooms), and rental or construction of temporary locations, as needed to house students or administrative offices during construction.
- Necessary site preparation/restoration in connection with new construction, renovation or remodeling, or installation or removal of modular classrooms, including ingress and egress, removing, replacing, or installing irrigation, utility lines, trees and landscaping, relocating fire access roads, and acquiring any necessary easements, licenses, or rights of way to the property.

The Bond Project List shall be considered a part of this ballot proposition, and shall be reproduced in any official document required to contain the full statement of the bond proposition.

<<<<<-----END OF FULL TEXT OF MEASURE.



ALBANY UNIFIED SCHOOL DISTRICT

*Val Williams, Superintendent
1051 Monroe Street, Albany CA 94706*

Bonding Capacity Waiver

Citizens' Bond Oversight Committee: July 19, 2017

Allan Garde, Chief Business Official

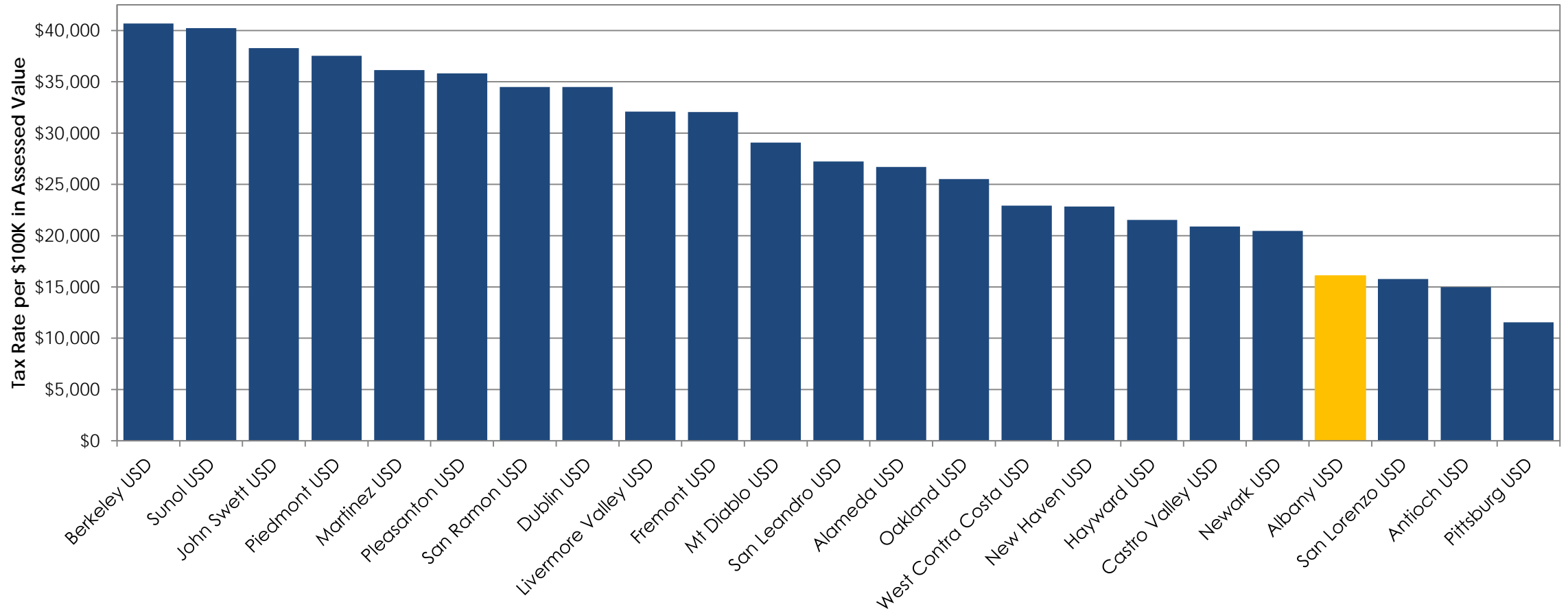


Bonding Capacity Requirement

- ❖ **Background:** In 1879, the California State Constitution was revised to allow school districts the authority to issue bonds to finance school construction projects. School districts were allowed to issue debt up to their debt capacity level which was set at 2.5% of assessed value for unified school districts.
 - Bonding capacity is a simple concept that did not consider:
 - Evolving capital facilities needs such as school libraries, multi-purpose rooms, and gymnasiums.
 - Increasing statutory / regulatory requirements such as structural safety, accessibility, and energy efficiency.
 - Providing equitable facilities for all California K-12 students regardless of local home values.
 - Established 100 years prior to Proposition 13, the concept of bonding capacity also did not address the impact of diverging market value versus assessed value over time.
- ❖ **Section 15106 of the Education Code:** A unified school district ... may issue bonds that, in aggregation with bonds issued pursuant to Section 15270, shall not exceed 2.5 percent of the taxable property of the school district ... as shown by the last equalized assessment of the county ... in which the district is located.

Why Do We Need a Waiver?

Statutory Bonding Capacity per Student
for Unified School Districts in Alameda and Contra Costa Counties



- ❖ The bonding capacity requirements can create inequitable access to capital facilities funding in California even when there is strong local support.

Do We Need a Waiver Now?

Maybe not soon, but eventually to timely address the seismic deficiency needs at Marin and Ocean View.

- ❖ A waiver is needed in order to sell/issue any portion of the remaining Measure B and E bond authorizations.
- ❖ Issuing bonds would not be discussed with the Board until a timeline on the sequence of the remaining projects is approved:
 - ❖ Albany High School Addition
 - ❖ Marin Elementary
 - ❖ Ocean View Elementary
- ❖ This timeline is not anticipated until the end of the calendar year.

Waiver Process

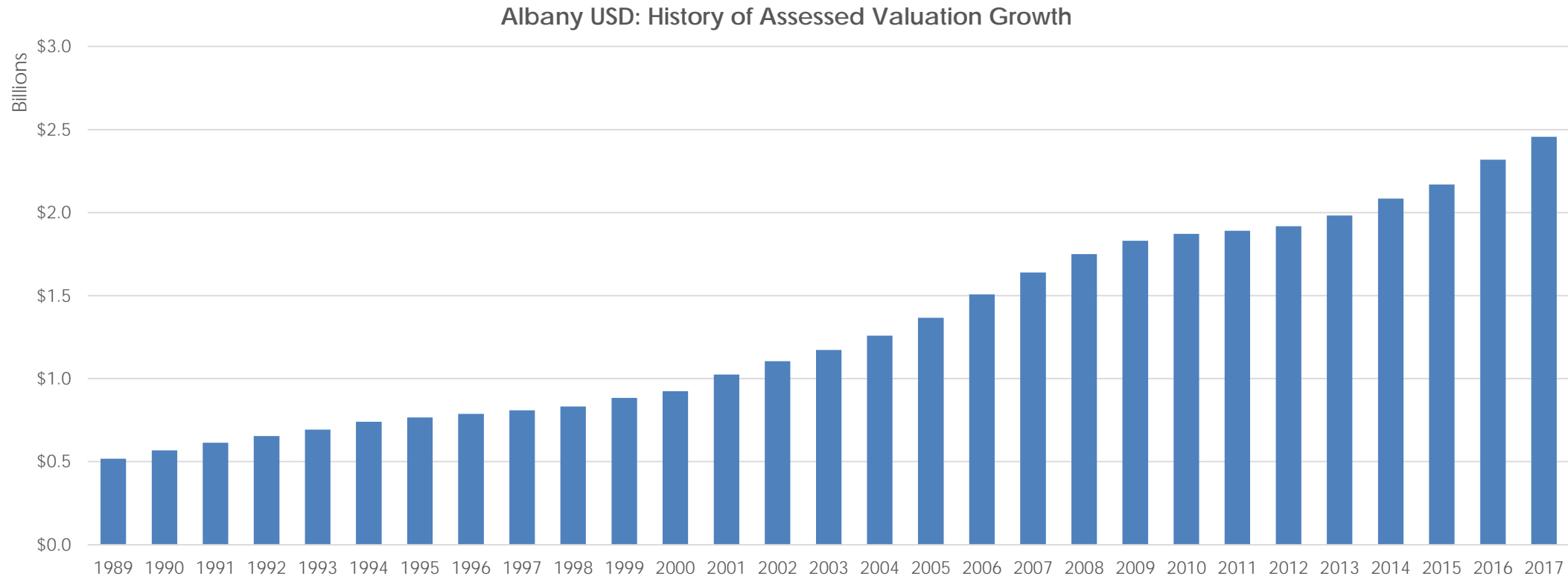
- ❖ This “bonding capacity” requirement can be waived by the State Board of Education through their general waiver process.
- ❖ In 2001, the State recognized the modern constraints of the bonding capacity requirement and began hearing waivers to this requirement.
- ❖ Since 2001, over 60 bonding capacity waivers have been requested for 45 school districts.
- ❖ Up to this point, no bonding capacity waiver request has been denied.

Waiver Requirements

- ❖ The State Board of Education meets six times per year and requires that waiver requests be submitted 10 to 12 weeks prior to the meeting to provide sufficient time for staff review.
- ❖ The waiver application requires that:
 - The District consult with bond oversight committee.
 - The District consult with collective bargaining units.
 - The District hold a public hearing for the waiver request.
 - The District Board approve a resolution requesting the waiver.
- ❖ The waiver should also include:
 - Adjusted bonding capacity level being requested.
 - Term of the bonding capacity waiver.
 - Rationale for the bonding capacity waiver.
 - Analysis to show that outstanding debt levels are likely to comply with statutory levels by the end of the waiver term.

Assessed Valuation

- ❖ We can also project future assessed values. We have consistently used assessed valuation growth assumptions of 4.0% through 2021 and 3.25% thereafter.

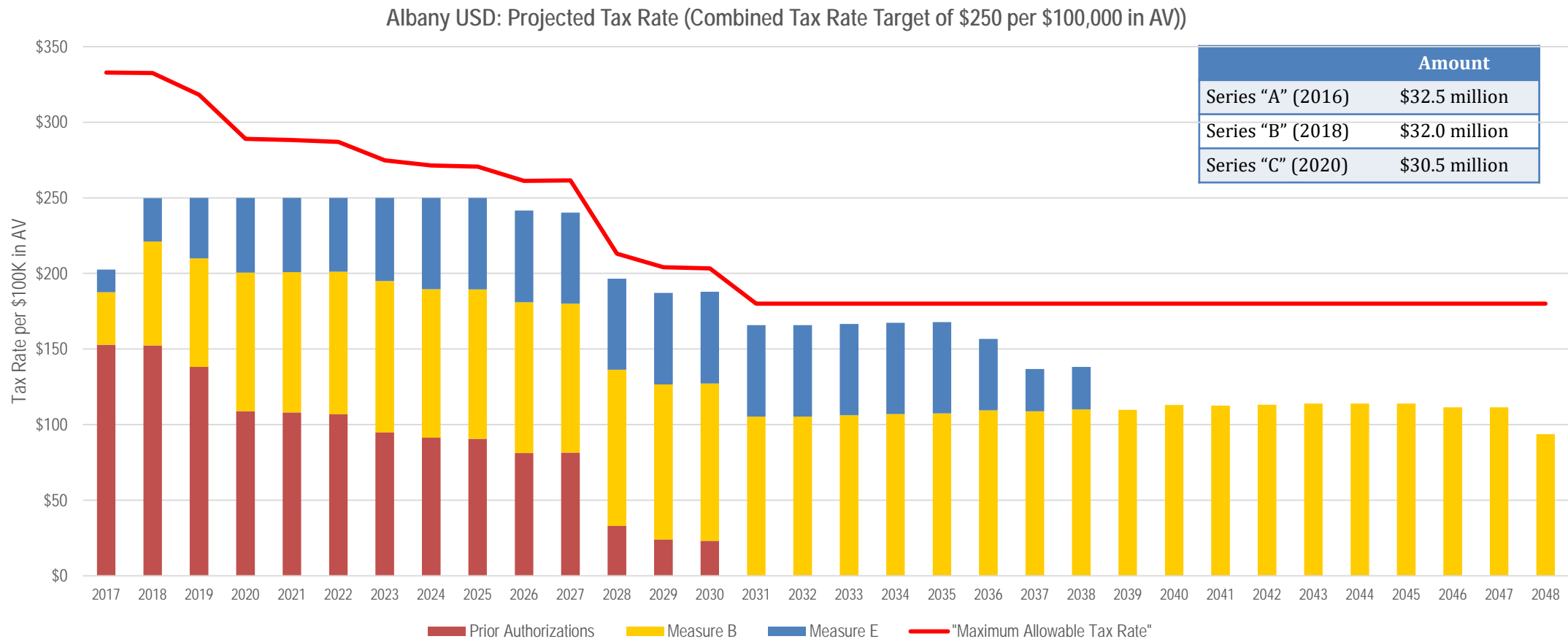


- ❖ The average annual assessed value growth rate has been 5.75% since 1989.
- ❖ The assessed value of Albany did not decline during the Great Recession.

Source: California Municipal Statistics, Inc.

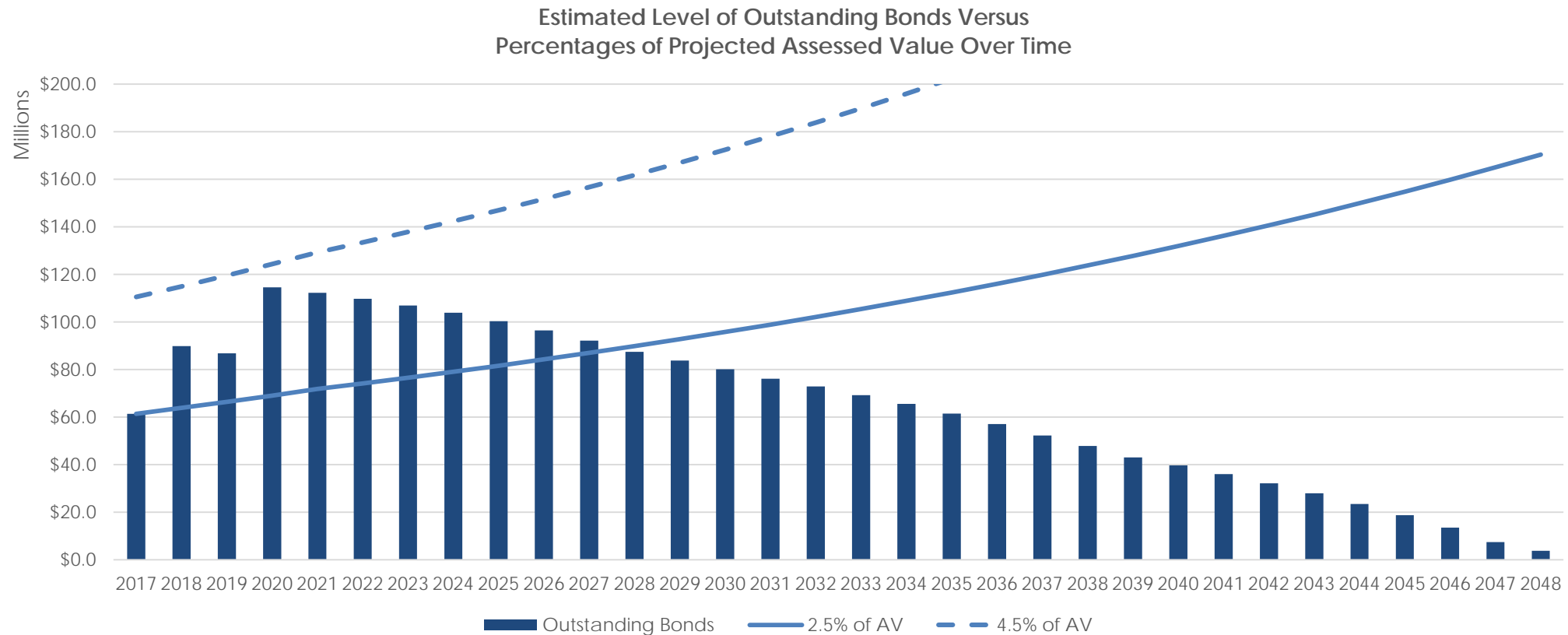
Measure B and E Bond Programs

- ❖ A combined tax rate target of \$250 per \$100,000 in assessed value for all bonds allows for greatest flexibility to issue bonds in the earlier years and would allow the District to begin repaying principal earlier.



Waiver Details

- ❖ Based on our current estimates/projections, the District will likely stay above the statutory bonding capacity of 2.5% through 2028; however total debt outstanding will not exceed 4.5% of assessed value.



Waiver Rationale

- ❖ The District's bonding capacity is low on a per student basis, compared to other unified school districts in the area.
- ❖ District has a clear and immediate need to address seismic safety issues and overcrowding.
- ❖ District voters approved two bond authorizations in June 2016. Both bond measures disclosed that the District will likely need to seek a bonding capacity waiver to issue the full authorization.
- ❖ The waiver will be temporary and the District expects to return back to statutory levels by 2028.

ATTACHMENT D

B. Assessed Value History

Below is a history of assessed values in the District.

Albany Unified School District

History of Assessed Valuation

Year	Secured	Utility	Unsecured	Total	%
1989	497,460,569	1,693,759	18,883,654	518,037,982	
1990	548,296,055	1,618,863	18,558,301	568,473,219	9.74%
1991	592,907,030	1,577,625	19,856,303	614,340,958	8.07%
1992	632,877,036	1,581,526	19,946,473	654,405,035	6.52%
1993	670,754,090	1,941,029	20,501,858	693,196,977	5.93%
1994	712,337,278	4,173,270	23,279,137	739,789,685	6.72%
1995	736,680,264	4,288,255	24,825,989	765,794,508	3.52%
1996	760,269,963	4,166,153	23,597,828	788,033,944	2.90%
1997	784,842,580	3,245,258	20,838,982	808,926,820	2.65%
1998	807,885,350	3,457,402	21,181,846	832,524,598	2.92%
1999	856,970,628	3,538,318	23,492,862	884,001,808	6.18%
2000	898,390,405	3,480,618	22,919,766	924,790,789	4.61%
2001	996,701,405	5,570,190	22,895,997	1,025,167,592	10.85%
2002	1,081,686,336	320,437	23,750,147	1,105,756,920	7.86%
2003	1,147,528,180	300,149	25,253,021	1,173,081,350	6.09%
2004	1,231,513,684	302,760	27,526,876	1,259,343,320	7.35%
2005	1,340,205,185	376,909	25,179,040	1,365,761,134	8.45%
2006	1,480,276,256	365,093	26,655,891	1,507,297,240	10.36%
2007	1,613,130,018	323,575	26,408,175	1,639,861,768	8.79%
2008	1,720,225,511	59,760	29,619,932	1,749,905,203	6.71%
2009	1,803,120,376	59,760	26,601,236	1,829,781,372	4.56%
2010	1,844,046,613	59,760	27,753,561	1,871,859,934	2.30%
2011	1,863,228,672	56,096	27,068,482	1,890,353,250	0.99%
2012	1,891,372,998	56,096	26,201,215	1,917,630,309	1.44%
2013	1,955,413,661	56,096	26,961,117	1,982,430,874	3.38%
2014	2,058,756,847	56,096	25,902,237	2,084,715,180	5.16%
2015	2,142,888,995	362	25,834,706	2,168,724,063	4.03%
2016	2,294,775,462	362	23,053,866	2,317,829,690	6.88%
2017	2,432,133,221	362	24,693,082	2,456,826,665	6.00%
2018	2,584,709,239	362	59,897,905	2,644,607,506	7.64%
5-year average:					5.94%
10-year average:					4.24%
20-year average:					5.98%
Avg since 1989:					5.81%

C. Existing and Expected Future Outstanding Debt

On June 7, 2016, District voters approved two bond measures authorizing the District to issue general obligation bonds. Measure B was a Proposition 46, \$70 million, bond measure with an estimated tax rate of up to \$120 per \$100,000 in assessed value. Measure E was a Proposition 39, \$25 million, bond measure with an estimated tax rate of up to \$60 per \$100,000 in assessed value.

On October 18, 2016, the District issued the first series of bonds under the two authorizations: \$23.5 million from Measure B and \$9.0 million from Measure E, for a total of \$32.5 million. After the issuance of these bonds, the District has \$46.5 million in authorization remaining under Measure B and \$16.0 million in authorization remaining under Measure E.

To meet the District's current facility needs, the District is planning to issue the second series of bonds in 2018 and the third and final series of bonds in 2020. The proposed issuance schedule and the proposed breakdown between the two authorization is shown below.

Series	Measure B	Measure E	Total Issuance
Series B (2018)	\$34,000,000	\$10,000,000	\$44,000,000
Series C (2020)	\$12,500,000	\$6,000,000	\$18,500,000
Total	\$46,500,000	\$16,000,000	\$62,500,000

Our current estimate of future outstanding debt for all future years is included in Section F.

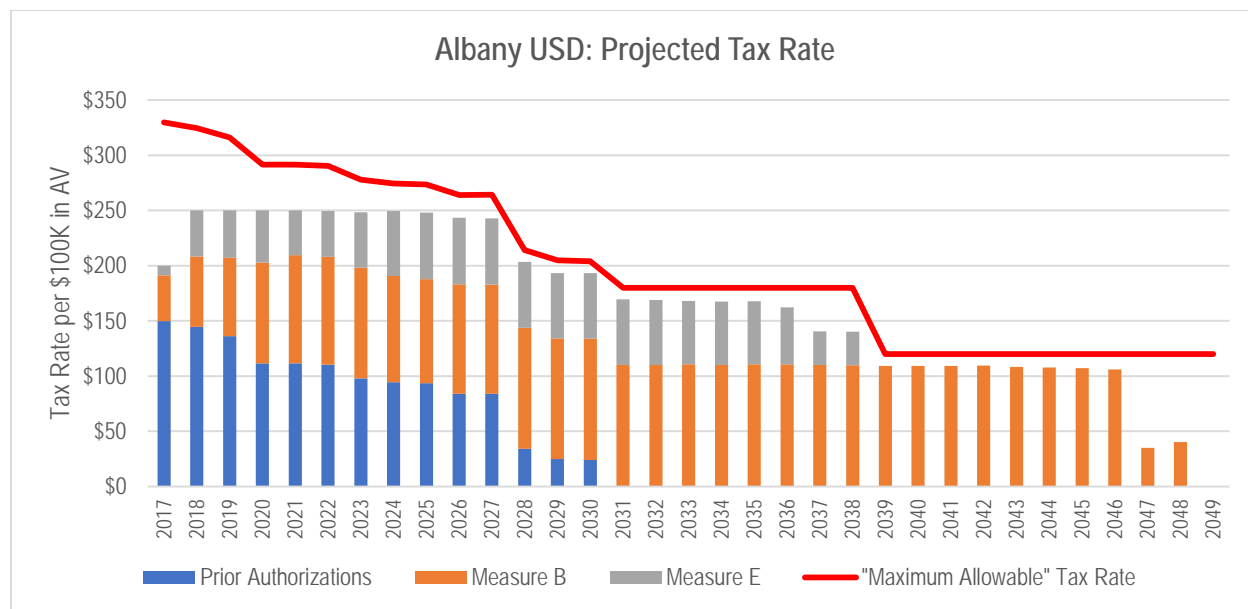
E. Current & Expected Tax Rates; Expected Structure

Alameda County only calculates a combined tax rate for all outstanding bonds. For fiscal year 2017-18, Alameda County has set a combined tax rate of \$250 per \$100,000 in assessed value for all bond measures. Of the combined tax rate for the current year, we estimate that \$150 per \$100,000 in assessed value is attributable to outstanding bonds from prior authorizations, and the remaining \$100 per \$100,000 in assessed value is attributable to the Measure B and Measure E bonds.

For future years, the District has established a combined tax rate target of \$250 per \$100,000 in assessed value for all outstanding bonds for all bond measures. The \$250 per \$100,000 in assessed value combined tax rate target is well within

the total combined tax rate estimate of \$324 per \$100,000 in assessed value provided to voters at the time of the June 2016 election.

The graph below shows the estimated tax rates for the bond program including projected debt service for bonds not yet issued.



Please note that the “maximum allowable” tax rate decreases over time as bonds from prior authorizations are repaid. The Measure B tax rate projections are within the tax rate estimate provided to voters of \$120 per \$100,000 in assessed value in every year and the Measure E tax rate projections are within the tax rate estimate provided to voters of \$60 per \$100,000 in assessed value in every year.

All of the District’s outstanding bonds are current interest bonds and it plans to issue all future bonds authorized as current interest bonds.

F. Current & Expected Debt Ratio

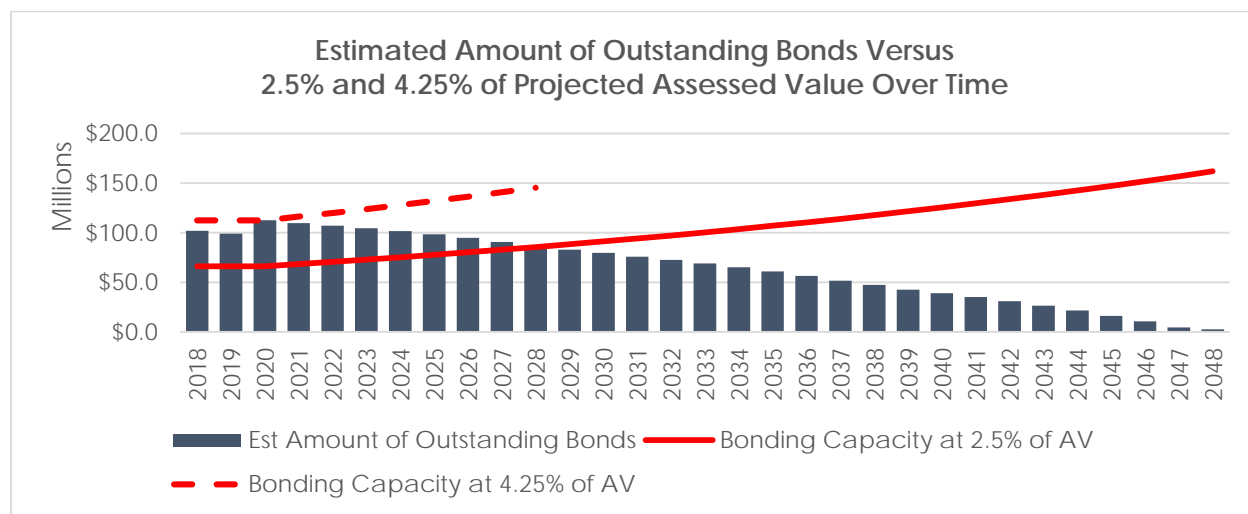
The Series A bonds under the Measure B and E authorizations were structured to get the District right up to its bonding capacity of 2.5% at the time as shown in the table below:

2016-17 Assessed Value (AV)	\$2,456,826,665
2.5% of AV	x2.5%
Total Bonding Capacity	\$61,420,667
Less: Outstanding Bonds (Jun 2017)	\$61,410,000
Net Remaining Bonding Capacity	\$10,667

Assessed values has increased in 2017-18; however, net bonding capacity remains below the amount of bonds the District hopes to issue in 2018 and 2020.

2017-18 Assessed Value (AV)	\$2,644,607,506
2.5% of AV	x2.5%
Total Bonding Capacity	\$66,115,188
Less: Outstanding Bonds (Jun 2018)	\$57,850,000
Net Remaining Bonding Capacity	\$8,265,188

Below is a graphical representation of the estimated amount of outstanding bonds in future years compared against 2.5% of projected assessed value over time and 4.25% of projected assessed value during the requested waiver period.



A detailed analysis of projected bonding capacity is shown below:

Year Ended June 30	Principal Issuance	Principal Repayment	Outstanding Bonds	Projected Debt as % of AV
2016				
2017				
2018	\$44,000,000	3,560,000	101,850,000	3.85%
2019	0	3,010,000	98,840,000	3.74%
2020	18,500,000	4,995,000	112,345,000	4.25%
2021	0	2,840,000	109,505,000	4.01%
2022	0	2,395,000	107,110,000	3.80%
2023	0	2,630,000	104,480,000	3.59%
2024	0	2,935,000	101,545,000	3.38%
2025	0	3,310,000	98,235,000	3.17%
2026	0	3,655,000	94,580,000	2.95%
2027	0	3,920,000	90,660,000	2.74%
2028	0	4,320,000	86,340,000	2.53%
2029	0	3,425,000	82,915,000	2.35%

H. Demographic Information

The District operates three elementary schools (Marin, Ocean View and Cornell School), one middle school (Albany Middle School), one traditional high school (Albany High School), one continuation high school, and one child development program.

The District's 2016-17 enrollment was 3,702. Enrollment for 2017-18 is budgeted to be 3,658.



AB 2429 – School Bond Capacities

IN BRIEF

AB 2429 will increase the limits related to a district's total bonded indebtedness. Elementary or high school district's total general obligation (G.O.) bond indebtedness will be increased to 2% from the current 1.25% of the total assessed valuation of the district's taxable property; and, increase the limit a unified school district's to 4% from the current 2.5%.

BACKGROUND

To raise funds to build or renovate school facilities, with voter authorization, school districts may issue G.O. bonds. Prior to 2001, districts needed a two-thirds approval. In November 2000, districts were given another option for authorizing and issuing bonds when California voters passed Proposition 39, which allows school bonds to be approved with a 55% majority vote if the district abides by several administrative requirements, such as establishing an independent Citizens' Oversight Committee to oversee the use of the funds. Once G.O. bonds are authorized, school districts issue the bonds in increments needed to fund their facility projects. When the voters authorize a local G.O. bond, they are simultaneously authorizing a property tax increase to pay the principal and interest on the bond. For Proposition 39 bonds, Education Code sections 15268 and 15270(a) limit the tax rate levy authorized in each election to \$30 per \$100,000 of taxable property for high school and elementary school districts, and \$60 per \$100,000 for unified school districts.

Without a waiver, school districts that are close to their bonding capacity must decide

either to issue fewer bonds, delay the issuance of bonds until their assessed valuation increases, or obtain other more expensive non-bond financing to complete their projects, the costs of which could be paid from district general funds. Therefore, the California Department of Education has historically recommended that the State Board of Education (SBE) approve related waiver requests with the condition that the statutory tax rate levies are not exceeded at the time the bonds are issued.

THE SOLUTION

AB 2429 allows for an elementary or high school district from posting a bond not exceeding 2% and a unified school district or community college district from not exceeding 4% of their taxable property, as shown by the last equalized assessment of the county or counties in which the district is located. If a school or community college would like to exceed their bond indebtedness under AB 2429, the school will still have to gain a waiver approval by the SBE.

SUPPORT

FOR MORE INFORMATION

Alejandra Durán, Office of Asm. Tony Thurmond
916 319 2015 | alejandra.duran@asm.ca.gov

**RESOLUTION OF THE BOARD OF EDUCATION
OF THE ALBANY UNIFIED SCHOOL DISTRICT
COUNTY OF ALAMEDA, STATE OF CALIFORNIA**

RESOLUTION NO. 2015-16-19

SUPPORTING AB-2429 (THURMOND) – SCHOOL BONDING CAPACITIES

WHEREAS, school districts have a limit on the amount of outstanding voter-approved bonding debt, also known as school bonding capacity limits, and

WHEREAS, the school bonding capacity limits were set by the State in 1878, since this time the needs and facility requirements of schools and school districts have changed dramatically, and

WHEREAS, school bonding capacity limits are a percentage of the district's boundaries total assessed valuation of property, and

WHEREAS, elementary and high school districts have a bonding capacity limit of 1.25% and unified school districts have a bonding capacity limit of 2.5%, and

WHEREAS, Assembly Bill 2429 – School Bonding Capacities raises these limits to 2% for elementary and high school districts and 4% for unified school districts, and

WHEREAS, in the 2015-16 Budget Proposal, Governor Brown identified the current caps on local bonds as a problem and proposed increasing the caps, and

WHEREAS, the Albany Unified School District has large and immediate facility needs to address such as seismic safety and overcrowding, and

WHEREAS, the State of California has not placed a statewide school bond measure on the ballot since 2006, and

WHEREAS, the State of California is nearly out of all available school facilities bonds to help pay for local school facility needs, and

WHEREAS, the Albany Unified School District plans to address its facilities needs through two bond measures (Measures B & E) placed on the June 7, 2016 Statewide Primary Ballot for voter approval,

THEREFORE, BE IT RESOLVED that the Governing Board of Education of the Albany Unified School District supports AB-2429 (Thurmond) – School Bonding Capacities to increase school bonding capacity limits to 2% for elementary and high school districts and 4% for unified school districts.

PASSED AND ADOPTED by the Governing Board of Education of the Albany Unified School District of the County of Alameda, this day, May 10 2016, by the following vote:

AYES: 4

NOES: 0

ABSTAIN: 0

ABSENT: 1

APPROVED:

ATTEST:



President of the Board of Education of the
Albany Unified School District



Secretary of the Board of Education of the
Albany Unified School District

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of February 13, 2018

ITEM: AGREEMENT WITH SUNESYS FOR WIDE AREA NETWORK (WAN) SERVICES

PREPARED BY: ALLAN GARDE, CHIEF BUSINESS OFFICIAL

TYPE OF ITEM: REVIEW AND ACTION

PURPOSE: To approve the contract for the fiber optic connections that form the AUSD Wide Area Network (WAN).

BACKGROUND INFORMATION: All AUSD sites have access to the Internet via a single fiber optic connection from the Albany High School to the Alameda County Office of Education. The AUSD WAN consists of fiber optic lines connecting all other AUSD school sites to AHS so that the school sites can communicate with other sites and access the Internet.

The current contract for WAN services with Sunesys LLC expires 11/2018. A new contract is necessary at this time in order to apply for E-rate funding for next year.

AUSD prepared and published an RFP in October 2017. Bids were due on November 9, 2017. Two bids were received by the deadline and were evaluated for cost and other considerations. The Sunesys bid was the low bid and was selected to continue to provide WAN services. An Intent to Award the bid to Sunesys was posted on the AUSD website on 11/11/17.

DETAILS: The Sunesys contract will start next school year and will run through June 30, 2022. An optional one year extension is available after the main term of the contract expires. Sunesys will provide the fiber optic connections between all school sites (excepting the District Office) and Albany High School with a data rate of 1 Gbps (gigabit per second). A provision to increase the data rate is included in the contract in the event that AUSD has increased data needs during the term of the contract.

The Master License Agreement and Fiber License with Sunesys has been reviewed by legal counsel.

KEY QUESTIONS/ANSWERS:

1. How does this cost compare to the current agreement for WAN services?
 - a. The cost in this proposal is virtually the same.

FINANCIAL INFORMATION:

This contract will cost \$4,710/month over the term of the contract.

STRATEGIC GOALS ADDRESSED:

Objective #3: Communicate and Lead Together.

Goal: All stakeholders will collaborate and communicate about decisions that guide the sites and district.

RECOMMENDATION: Approve the contract with Sunesys to provide WAN services

MASTER LICENSE AGREEMENT

THIS MASTER LICENSE AGREEMENT (“**Agreement**”), dated as of December 21, 2017, between Sunesys, LLC (“**Company**”) and the customer identified below (“**Licensee**”), sets forth the terms and conditions under which Company, and one or more of its “Affiliates” (as defined below), may issue licenses to Licensee to use (1) Company’s SunE™ switched Ethernet, SunEP™ managed private Ethernet, and SunWave™ private wavelength (collectively, “**Lit Fiber**”); (2) Company’s SunColo™ collocation space (“**Collocation**”); (3) Company’s SunDFT™ dark fiber (“**Dark Fiber**”), and/or (4) Company’s SunIPT™ Internet access (“**Internet Access**”), each as more fully described in the applicable Facility Guide. Lit Fiber, Collocation, Dark Fiber and Internet Access are sometimes individually referred to below as a “**Facility**” and collectively as the “**Facilities**.” The Facility Guides attached to this Agreement only apply to the extent that Licensee has entered into a License to use the Facility described in the applicable Facility Guide. To the extent that Facility Guides pertaining to certain of the Facilities offered by Company are not made a part of this Agreement as of the Effective Date, they may be added by amendment, when and if the Licensee elects to license one of those Facilities. Company and Licensee may be referred to as the “**Parties**” or individually as a “**Party**.” “**Affiliate**” means, with respect to a Party to this Agreement or a License, any person or entity which directly or indirectly controls, is controlled by or is under common control with the referenced Party.

This Agreement consists of this cover page (“**Cover Page**”), the General Terms and Conditions attached hereto (“**Terms and Conditions**”), any written amendments executed by the Parties (“**Amendments**”), the Facility Guides attached hereto or subsequently added by way of an Amendment (each a “**Facility Guide**”) and any and all licenses (each a “**License**”) executed by the Parties. This Agreement is effective the date it is countersigned by Company as indicated below (the “**Effective Date**”).

Licensee:
Albany Unified School District
 1051 Monroe St
 Albany, CA 94706

Authorized Contact:
 Telephone:
 Email:

Dax Kajiwarra
 (510) 558-8195
 dkajiwarra@ausdk12.org

Licensee’s use of Facilities is also subject to Company’s Acceptable Use Policy, Company’s Privacy Policy and such other policies (collectively the “**Policies**”) posted at Company’s website located at <http://sunesys.com>. Facilities may not be transferred.

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THROUGH THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES BELOW, THE PARTIES AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

SUNESYS, LLC

Authorized Signature

Printed Name and Title

Effective Date

ALBANY UNIFIED SCHOOL DISTRICT

Authorized Signature

Printed Name and Title

Date

Applicable Attachments:

Attachment 1: General Terms and Conditions
Attachment 2: Lit Fiber Facility Guide

Attachment 3: Internet Access Facility Guide
Attachments 4(A) & 4(B): License Forms

Facilities provided in the states below will be provided either by Company or the Affiliate of Company designated below:

Fiber Technologies Networks, L.L.C.
Fibernet Direct Florida LLC.
Fibernet Direct Texas LLC.
Access Fiber Group, Inc.
Wilshire Connection, LLC
Lighttower Fiber Networks II, LLC

-Indiana, Kentucky, Michigan, Ohio, West Virginia, Wisconsin
-Florida , Georgia
-Louisiana, Oklahoma, Texas
-Alabama, Missouri, Tennessee
-California
-Connecticut, Delaware, District of Columbia, Illinois, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, North Carolina, Pennsylvania, Rhode Island, Vermont, Virginia

ATTACHMENT 1

GENERAL TERMS AND CONDITIONS

1. SCOPE OF AGREEMENT.

1.1 General. In accordance with the terms and conditions of this Agreement, Company shall provide the use of certain Facilities to Licensee as specified in one or more Licenses executed and delivered by the Parties.

1.2 Agreement Term. The initial term of this Agreement (“**Initial Term**”) shall begin as of the Effective Date and shall continue in effect until June 30, 2022, unless earlier terminated in accordance with this Agreement. After the expiration of the Initial Term, this Agreement shall be automatically renewed for additional one (1) year terms (each a “**Renewal Term**” and collectively with the Initial Term, the “**Term**”) unless either Party gives the other notice of intention not to renew this Agreement at least thirty (30) days prior to expiration of the Initial Term or Renewal Term then in effect. The terms and conditions of this Agreement shall continue to apply to each License executed and delivered hereunder, notwithstanding the earlier termination or expiration of this Agreement, until the expiration or earlier termination of the last License Term (as defined in Section 2.4 below).

2. LICENSE PROCESS.

2.1 License Contents. Licenses shall identify at a minimum: (a) the Facility(s) Licensee will use; (b) the Initial License Term (as defined in Section 2.4 below); (c) a requested target delivery date; and (d) applicable non-recurring and recurring charges (together with any other taxes, fees, costs, charges, reimbursements and expenses expressly contemplated in this Agreement, collectively, “**Charges**”) for each Facility. Licenses shall be memorialized using the License form attached hereto or such other form approved by Company from time to time. Unless otherwise provided in a License, Company may choose the equipment or facilities constituting the Facilities and may substitute, change or rearrange any such equipment or facilities at any time or from time to time as long as the Facility quality or type of Facility is not materially impaired or changed.

2.2 Grant of License. Company grants to Licensee and Licensee accepts from Company a license to use each Facility that is the subject of a fully executed License solely on the terms and conditions of this Agreement, including each applicable License. A License shall become binding on the Parties when it is signed and delivered by both Parties. When a License becomes effective it shall be deemed part of, and shall be subject to, this Agreement. Nothing in this Agreement shall be construed to obligate either Party to execute any Licenses.

2.3 Commencement Date. Except as otherwise agreed to in the applicable License, Charges shall begin to accrue on the “**Commencement Date**” as determined consistent with Section 6.1. No failure of performance or delay attributable to Licensee or Licensee’s employees, agents, or contractors (collectively, “**Representatives**”), or any failure, incompatibility, or unavailability of Licensee’s equipment, facilities, or systems not provided by Company, shall delay the Commencement Date or otherwise excuse Licensee from making payment for a Facility at such time as Company would be ready to provide the Facility, regardless of whether Licensee is ready to use the Facility. Company shall not incur liability of any kind for delays or inability to install a Facility based on acts or omissions of Licensee, its Representatives or end users.

2.4 License Term.

(a) The initial term for which Licensee shall pay for and Company shall provide each Facility shall be as indicated in the applicable License (“**Initial License Term**”). The Initial License Term shall commence on the Commencement Date for the applicable Facility (or if more than one Facility is the subject of a License, and the License does not indicate that Facilities have separate License Terms, upon the last Commencement Date for any Facility). Except as otherwise stated in this Agreement (including any applicable Facility Guide or License), upon the expiration of the Initial License Term for any particular Facility, the Initial License Term for each Facility shall automatically renew for additional periods equal in length to the Initial License Term

(each a “**Renewal License Term**”), unless written notice of non-renewal is delivered by either Party to the other at least thirty (30) days before the expiration of the Initial License Term or Renewal License Term then in effect for the Facility. The Initial License Term, together with any Renewal License Terms, shall be referred to collectively as the “**License Term**.”

(b) Upon the expiration or earlier termination of the License Term, Licensee shall cease using the applicable Facility, all of Licensee’s rights in the applicable Facility shall automatically terminate and revert to Company, and neither Licensee nor Company shall have any further obligations relating to that Facility except for any unpaid charges or defaults not cured prior to the expiration or earlier termination of the applicable License Term, and other obligations that expressly survive expiration or other termination of this Agreement or the applicable License.

2.5 **Affiliate Licenses.** Company’s Affiliates shall be permitted to execute Licenses hereunder. In that case such Company Affiliate executing the License shall be bound by the terms and conditions of this Agreement as if such Affiliate were a signatory hereto for each Facility described in such License and all references to “Company,” “Party” or “Parties” shall be deemed to refer to such Affiliate when reasonably appropriate under the circumstances. In such event, the Company Affiliate executing the License shall be solely responsible for all rights and obligations arising hereunder and thereunder and neither Sunesys, LLC nor any other Company Affiliate shall have any liability whatsoever in connection with any such Company Affiliate License(s).

2.6 **Other Users.** Nothing in this Agreement shall preclude Company or any Company Affiliate from using Company’s systems or fiber network (collectively, “**System**”) or Company’s other equipment or facilities to provide Facilities to third parties (including through the license of Facilities to other licensees).

3. LICENSEE RESPONSIBILITIES.

3.1 **Use of Facilities by Licensee.** Licensee shall not, nor permit others to, use any Facility for any unlawful purpose or in any unlawful manner and all use of Facilities by and through Licensee will at all times comply with all applicable laws, regulations, Policies, and Company’s written and electronic instructions for use.

3.2 **Licensee Equipment.** Licensee shall, at its own expense, procure and configure any Licensee equipment necessary to implement or use the Facilities, unless otherwise set forth in the applicable License. Licensee shall ensure that all such Licensee equipment complies with Company’s specifications for use of Facilities, and do not interfere with or impair the System or any equipment or facilities of Company or of other licensees. Company reserves the right, at its option and without penalty of any kind, to suspend Licensee’s use of any Facilities if any Licensee equipment or facilities do not comply with the foregoing provisions.

3.3 **Licensee Facilities.**

(a) Licensee shall furnish or arrange to have furnished to Company, at no charge to Company, such environment, space, and/or electrical power within Licensee’s premises as required by Company to install, operate, maintain, repair, replace, and remove any Facility under this Agreement. If Company has reasonably incurred any costs or expenses in installing or preparing to install any Facility that it otherwise would not have incurred, Licensee shall be responsible for all associated reasonable costs and expenses. Licensee shall ensure that Company has such access to Licensee’s premises as necessary for Company to perform its obligations under this Agreement.

(b) As between Company and Licensee, the System and all equipment and facilities provided by Company shall be and remain Company’s property at all times. Licensee shall not tamper with, remove or conceal identifying plates, tags, or labels on the System or any such Company equipment and facilities showing the ownership interest of Company. Licensee shall take no action that directly

or indirectly impairs Company's title to, or that imposes any claim, lien, or encumbrance on, the System or Company's equipment or facilities. Company may remove Company's equipment and facilities from Licensee's premises upon expiration or earlier termination of the applicable License Term.

(c) Licensee shall reimburse Company for any damage to Company's equipment or facilities caused by: (i) the acts or omissions of Licensee, its Representatives or end users; (ii) malfunction of any equipment or facilities not provided by Company and used by Licensee or Licensee's Representatives or end users in connection with any Facility; or (iii) fire, theft or other casualty on the premises of Licensee.

(d) Except as the context otherwise requires, any references to Company's "facilities" or "equipment" in this Agreement shall include, but not be limited to, any facilities, equipment, and other assets (including fiber or any other portion of the System) constituting the Facility licensed hereunder.

(e) Licensee shall at its sole cost and expense promptly remediate any release of a Hazardous Substance resulting from Licensee's activities or operations. "**Hazardous Substances**" shall include any pollutant, toxic substance, element, compound, chemical, waste, or other material (including but not limited to petroleum hydrocarbons, asbestos, lead paint, and radon gas) that is regulated by any federal, state, or local statute, ordinance, order, or action, or that presents a risk to human health or the environment.

3.4 **Licensee Authorizations for Use of Facilities.** Licensee, at its sole cost and expense, shall obtain and maintain any and all necessary easements, licenses, permits, franchises and other approvals that may be required by any property owner or licensor, or any federal, state, local or tribal law, statute, regulation or ordinance, as the same may now or in the future be applicable to Licensee's use of the Facilities as provided in this Agreement.

3.5 **No Unauthorized Access to Company Property.** Licensee shall not, nor permit others to, rearrange, disconnect, remove, attempt to maintain, repair or otherwise touch or access any part of the

System or any Company equipment or facilities, without the prior written consent of Company, which consent may be withheld in Company's sole discretion. Any access granted by Company shall be upon the terms and conditions specified by Company including requiring that a Company employee or contractor be present at Licensee's expense. Licensee will indemnify, defend and hold the Company and its Affiliates harmless from any penalties associated with, or damages caused by, any such authorized or unauthorized access to the System, or any Company equipment or facilities.

4. REQUIRED RIGHTS; MAINTENANCE.

4.1 **Required Rights.** At Company's sole cost and expense, Company will use commercially reasonable efforts to obtain and maintain in full force and effect during the applicable License Term all applicable authorizations, leases, licenses, easements, rights-of-way, franchises, approvals, permits and other governmental and private property rights necessary for Company to lawfully construct, install, maintain and repair the Company's equipment, facilities and System that support Facilities licensed to Licensee (collectively, the "**Required Rights**"). Each License and associated license granted to Licensee is subject to all Required Rights terms, conditions, limitations, restrictions and reservations, and Licensee shall not engage in any activity that impairs or adversely affects any Required Rights.

4.2. **Loss of Required Rights.** If Company fails to obtain or cause to remain effective throughout the applicable License Term all Required Rights for the Facility, and such failure actually and materially interrupts Licensee's use of a Facility, either Party may terminate the affected Facility upon written notice. In the event of such termination, any Charges for that Facility shall abate from the effective date of termination and any previously paid recurring Charges attributable for any period beyond such date shall be returned to Licensee. So long as Company had used commercially reasonable efforts, Company's failure to obtain or cause to remain effective Required Rights does not constitute a breach of this Agreement or any License.

4.3 Maintenance. Company shall be solely responsible for the maintenance of equipment and facilities owned or otherwise controlled by Company, and Company shall use commercially reasonable efforts to maintain such facilities and equipment in accordance with Company's standard practices (which shall not deviate in any material respect from standard industry practices). All maintenance is included in the Charges set forth in the applicable License, except to the extent that the need for the maintenance or repair was caused by the acts or omissions of Licensee or its Representatives in which case Licensee shall reimburse Company's costs and expenses incurred in performing the same.

5. REGULATORY CHANGES. The Parties agree that in the event of any decision after the Effective Date by a legislative, regulatory or judicial body, including any regulatory or judicial order, rule, regulation, decision in any arbitration or other dispute resolution or other legal or regulatory action that materially affects the provisions of this Agreement or Company's ability to provide Facilities on the terms of this Agreement or the applicable License, Company may, by providing written notice to the Licensee, require that the affected provisions of this Agreement or the applicable License be renegotiated in good faith. If the Parties cannot reach resolution on new Agreement terms, Company may, in its sole discretion, terminate without penalty the affected Facilities, in whole or in part, upon written notice to Licensee.

6. PAYMENT TERMS.

6.1 Charges.

(a) Recurring Charges. Except as otherwise agreed to in the applicable License, the "**Acceptance Date**" shall be as determined under the applicable Facility Guide. Monthly recurring Charges for a Facility are due beginning on the first day of the month following the month in which the Acceptance Date occurs, and on the first day of each subsequent month thereafter (the date that monthly recurring Charges first become due as just provided, the "**Commencement Date**").

(b) Non-Recurring Charges. Non-recurring Charges (e.g., installation charges, construction fees, extended demarcation fees, facility entrance fees, cross-connect fees and/or expedite fees) are due in full as of the Commencement Date, or as otherwise provided in the License.

(c) Certain Payment Terms. Licensee agrees to pay all undisputed Charges on or before the date that is thirty (30) calendar days after receipt of invoice ("**Due Date**"). If payment is not received by Company on, or disputed in good faith by Licensee by, the next business day after the Due Date, the balance due shall be subject to an interest charge on delinquent amounts at the lower of one and one-half percent (1½%) per month, or the highest rate permissible at law, until paid. The amounts due to Company hereunder are due and payable without set off. Partial payment of any bill will be applied to the Licensee's outstanding Charges and accrued interest as determined by Company. No acceptance of partial payment by Company shall constitute a waiver of any rights to collect the full balance owed under this Agreement.

6.2 Pricing Adjustments after Initial Term. Unless a License expressly contemplates one or more Renewal License Terms and associated recurring Charges that would apply during any such renewal(s), effective at any time after the end of the Initial License Term for any Facility and from time to time thereafter, Company may modify the recurring Charges for such Facilities on thirty (30) days prior written notice to Licensee. Licensee will have thirty (30) days from receipt of such notice to cancel the applicable Facility without further liability. Should Licensee fail to cancel within this timeframe, Licensee will be deemed to have accepted the modified Facility pricing.

6.3 Taxes and Surcharges. Any and all applicable federal, state, local or foreign use, excise, sales, gross receipts or privilege taxes, charges or surcharges (however designated), value-added and other taxes, levies, surcharges, duties, fees, state and federal universal service fund surcharges, TRS fund surcharges or other tax-related surcharges, chargeable to or against Company because of

Facilities provided to Licensee, including any charges mandated or imposed on Company by regulatory agencies or others shall be charged to and payable by Licensee in addition to the Charges; provided, however, if Licensee believes it is exempt from any of the foregoing, Licensee will provide Company with an exemption certificate acceptable to Company evidencing such claimed exemption with or prior to Licensee's submission of its initial License and thereafter within thirty (30) days of the Licensee's exemption filing made with the appropriate federal or other regulatory agency. Exemption certificates will not be applied retroactively to Charges billed prior to the date the exemption certificate is received by Company and Company will not refund any payments for taxes and other surcharges made to Company even if Licensee was eligible for an exemption from those taxes or surcharges. Licensee shall indemnify, defend and hold harmless Company against any Liabilities (as defined in Section 9 below) suffered by Company arising out of any exemption claimed by Licensee, including, without limitation, any attachments, fines or penalties.

6.4 Third Party Services. Unless otherwise set forth in a Facility Guide or a License, Licensee is solely responsible for coordination of and payment for all applications, equipment, products and services of whatever nature received by Licensee from a third party ("**Third Party Services**").

6.5 Extraordinary Charges. Company may invoice and Licensee shall be responsible for paying any fees, costs, charges and expenses reasonably incurred by Company beyond those normally associated with the Facilities that are the direct result of: (a) receipt of inaccurate information from Licensee; (b) reinstallation charges following any suspension of Licensee's use of a Facility for cause by Company; or (c) Licensee's request for Company's on-site assistance with respect to Licensee equipment problems or outages if Company determines that the problem or outage was not a result of Company's System, equipment or facilities.

6.6 Disputed Bills. If Licensee disputes in good faith any portion of an invoice, Licensee shall pay the undisputed portion of the invoice and submit a written claim, including all documentation substantiating Licensee's claim, to Company for the disputed amount of the invoice by the Due Date. The Parties shall negotiate in good faith to resolve any billing dispute. In the event that such dispute cannot be resolved, the Parties agree to comply with the Dispute resolution procedures set forth in Section 12 below.

7. **DEFAULT AND REMEDIES.**

7.1 Event of Default. The following shall constitute events of default ("**Default**") under this Agreement:

(a) By Licensee.

(i) Licensee's failure to pay any invoice or other amount due within ten (10) days after Licensee's receipt of notice that a payment is past due (provided, however, that Licensee shall only have the right to cure such late payment one (1) time in any twelve (12) month period); and

(ii) Licensee's breach of any material term of this Agreement or a Policy (other than payment terms) where such breach remains uncured for more than thirty (30) days from the date of Licensee's receipt of notice thereof, provided, however, if such breach is not capable of cure within such thirty (30) day period, if Licensee fails to commence to cure such breach or thereafter diligently pursue completion of such cure; or

(b) By Company. Company's breach of any material term of this Agreement where such breach remains uncured for more than thirty (30) days from the date of Company's receipt of notice thereof provided, however, if such breach is not capable of cure within such thirty (30) day period, if Company fails to commence to cure such breach or thereafter diligently pursue completion of such cure.

7.2 Remedies on Default.

(a) Company's Remedies. Upon any Default by Licensee, Company may, in its sole discretion and without waiving any other rights or remedies available to it, do any or all of the following: (i) suspend or terminate Licensee's use of Facilities (either completely or only with respect to any affected License) and recover reconnection fees and other costs if applicable; (ii) apply or enforce any deposit/payment assurance and/or enforce any security interest provided by Licensee; and/or (iii) pursue any other remedies available at law or in equity not limited by the express terms of this Agreement.

(b) Licensee's Remedies. Upon any Default by Company, unless the Agreement stipulates a remedy as being the sole remedy available to Licensee for the Default in question, Licensee may terminate the affected Facility without further liability to Company.

8. WARRANTIES; LIMITATIONS OF LIABILITY.

8.1 Exclusion of Warranties. THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT CONSTITUTE THE ONLY WARRANTIES PROVIDED BY COMPANY WITH RESPECT TO THIS AGREEMENT AND FACILITIES PROVIDED HEREUNDER. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, STATUTORY OR CONTRACTUAL, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR FOR A PARTICULAR USE AND NON-INFRINGEMENT. NO WARRANTY IS MADE OR PASSED ON WITH RESPECT TO ANY THIRD PARTY SERVICES. Without limiting the generality of the foregoing, and except as expressly otherwise stated in this Agreement, Company does not warrant that the Facilities licensed to Licensee hereunder will be uninterrupted, error-free, or free of latency or delay, that the Facilities will meet

Licensee's requirements, or that the Facilities will prevent unauthorized access by third parties. All Facilities are licensed "as is" and "with all faults" unless otherwise specified in writing.

8.2 Limitations of Liability. Notwithstanding any contrary provision herein, Company's total aggregate liability arising out of any License, including, without limitation, any delays in installation, commencement, or restoration of Licensee's use of a Facility, accidents, omissions, outages or interruptions or errors or defects in transmission shall not exceed three months' monthly recurring Charges for the affected Facility under the applicable License from which the liability arises. Without limiting the generality of the foregoing, Company shall have no obligation to provide alternative routing with respect to any Facility provided pursuant to this Agreement. In no event shall Company be liable in any way to any of Licensee's customers or end users.

8.3 No Consequential Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTIES FOR ANY OUTAGES OR INCORRECT OR DEFECTIVE TRANSMISSIONS OR FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUES, PROFITS, BUSINESS INTERRUPTIONS OR BUSINESS OPPORTUNITIES OR GOODWILL) RELATING TO OR ARISING FROM LICENSEE'S USE OF FACILITIES UNDER THIS AGREEMENT, OR OTHERWISE RELATING TO THE PERFORMANCE OR NONPERFORMANCE BY EITHER PARTY OF ITS OBLIGATIONS UNDER THIS AGREEMENT, WHETHER OR NOT EITHER PARTY HAD OR SHOULD HAVE HAD ANY KNOWLEDGE, ACTUAL OR CONSTRUCTIVE, THAT SUCH DAMAGES MIGHT BE INCURRED. DAMAGES PAID BY LICENSEE TO ANY THIRD PARTY SHALL BE CONSIDERED INDIRECT DAMAGES FOR THE PURPOSES OF THIS PROVISION. THIS SECTION SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDY AND THE

TERMINATION OF THIS AGREEMENT. In no event shall Company be liable for any loss, damage or claim arising out of or related to: (i) stored, transmitted, or recorded data, files, or software or loss thereof; (ii) any act or omission of Licensee, its Representatives, end users or third parties; (iii) interoperability, interaction or interconnection of the Facilities with Third Party Services; or (iv) loss or destruction of any Licensee hardware, software, files or data resulting from any virus or other harmful feature or from any attempt to remove it. Licensee acknowledges that it has been advised to back up all data, files and software prior to the Commencement Date of each Facility and at regular intervals thereafter.

9. INDEMNIFICATION.

(a) Subject to the terms, conditions and limitations of this Agreement, Company agrees to defend, hold harmless, and indemnify Licensee, its Affiliates, and their respective employees, directors, officers and agents (“**Licensee Indemnitees**”) from and against all claims, actions, damages, and/or liabilities, together with any and all losses, fines, penalties, costs, and expenses, including, without limitation, fines and penalties imposed by governmental entities (collectively, “**Liabilities**”) suffered by any third party and proximately caused by the negligence or willful misconduct of Company, or of Company’s directors, officers, employees, contractors, or agents.

(b) Subject to the terms, conditions and limitations of this Agreement, Licensee agrees to defend, hold harmless, and indemnify Company, its Affiliates, and their respective employees, directors, officers and agents (“**Company Indemnitees**”) from and against all Liabilities suffered by any third party and proximately caused by the negligence or willful misconduct of Licensee, or of Licensee’s directors, officers, employees, contractors, or agents.

(c) Notwithstanding the foregoing, a Party’s obligation to indemnify the other Party and the other Party’s Indemnitees shall be reduced to the extent, and in the proportion, that any such Liabilities have been proximately caused by the negligence or willful

misconduct of the other Party or the other Party’s Indemnitees.

10. INSURANCE.

10.1 **General Insurance.** During the Term of this Agreement (including the duration of any License in effect after expiration or termination of the Term), both Parties shall, at their own expense, provide and keep in full force and effect the following liability insurance policies (purchased from and maintained with companies rated AX or better by Best’s Key Rating Guide), and each Party shall name the other Party as an additional insured on the commercial general liability and automobile liability policies:

(a) Commercial general liability insurance including coverage for (i) premises/operations, (ii) independent contractors, (iii) products/completed operations, (iv) personal and advertising injury, (v) contractual liability covering the indemnification obligations of this Agreement, and (vi) explosion, collapse, and underground hazards, in each case with combined single limit of at least \$5,000,000.00 each occurrence or its equivalent (which may be met by a combination of primary and excess or umbrella policies);

(b) Worker’s compensation insurance in amounts required by applicable laws and employer’s liability insurance with a limit of at least \$1,000,000.00 each accident; and

(c) Automobile liability insurance, including coverage for owned/leased, non-owned or hired automobiles with combined single limit of at least \$1,000,000.00 for each accident.

10.2 **Insurance Cancellation.** All such policies will contain a provision that the insurance carrier will provide at least 30 days’ prior written notice of cancellation, except for non-payment of premium, to the other Party, and all such policies will be verified with an insurance certificate furnished promptly after the Effective Date. These insurance obligations will not relieve a Party of any of its obligations under this Agreement.

10.3 Waiver of Subrogation. Except as provided in Sections 3.3(c), 3.5 and 4.3 above, each Party waives all other recovery rights against the other Party and against the other Party's officers, directors, stockholders, partners, joint venturers, employees, agents, customers, invitees, or business visitors, in each case for any loss arising from any cause covered or that could be covered by fire, extended coverage, "all risks," or other insurance required under this Agreement, whether existing now or in the future, irrespective of whether such insurance was required under this Agreement. Each Party will obtain, from the insurance companies providing the coverage required by this Agreement, a waiver of subrogation against the other Party consistent with this subsection.

11. **CONFIDENTIALITY.**

11.1 Pre-Existing Agreement Controls. If the Parties have executed a non-disclosure or confidentiality agreement and such agreement remains in force, the terms of that agreement shall apply. If the Parties have not executed a non-disclosure or confidentiality agreement or such agreement lapses, terminates or expires, each Party agrees to limit use and prevent disclosure of the other Party's Confidential Information (as defined in Section 11.3 below) in accordance with this section.

11.2 Limitations on Disclosure and Use. All Confidential Information disclosed by a Party (the "**Disclosing Party**") shall be kept by the receiving Party (the "**Receiving Party**") in strict confidence and shall not be disclosed to any third party or used for any purpose other than as expressly contemplated in this Agreement without the Disclosing Party's prior express written consent which may be withheld in the Disclosing Party's sole discretion. Notwithstanding the foregoing, such information may be disclosed (a) to the Receiving Party's attorneys, auditors, bankers and similar advisors (collectively, "**Advisors**") and Representatives who have a need to know for the purpose of performing under this Agreement (provided that in all cases the Receiving Party shall take appropriate measures prior to disclosure to its Advisors and Representatives to assure against unauthorized use or disclosure); or (b) as otherwise

authorized by this Agreement. The Receiving Party agrees to treat the Disclosing Party's Confidential Information in the same manner as the Receiving Party treats its own proprietary information, but in no case using a degree of care less than a reasonable degree of care.

11.3 Definition. "**Confidential Information**" means all information regarding the Disclosing Party's business which has been marked or is otherwise communicated as being "proprietary" or "confidential" or which reasonably should be known by the Receiving Party to be proprietary or confidential information under the circumstances. Without limiting the generality of the foregoing, Confidential Information shall include, without limitation, even if not marked, this Agreement, all Licenses, proposals, quotes, rate information, discount information, subscriber information, network upgrade information and schedules, and network operation information (including without limitation information about outages and planned maintenance).

11.4 Exceptions. Notwithstanding the foregoing, Receiving Party's confidentiality obligations hereunder shall not apply to information disclosed to it by the Disclosing Party that: (a) is already known to the Receiving Party without a pre-existing restriction as to disclosure and use; (b) is or becomes publicly available without the Disclosing Party's fault; (c) is rightfully obtained by the Receiving Party from a third party without restriction as to disclosure and use; (d) is approved for release by the prior written authorization of a duly authorized representative of the Disclosing Party; (e) is developed independently by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; or (f) is required to be disclosed by law or regulation in which case the Receiving Party shall provide as much advance notice to the Disclosing Party, unless prohibited by law, as is practical under the circumstances to allow the Disclosing Party an opportunity to take appropriate steps to protect the Confidential Information.

11.5 Remedies. Each Party acknowledges that breach of this Section 11 would cause irreparable harm and damage to the other Party. Accordingly, each Party shall be entitled to seek equitable relief to protect its interests pursuant to this Section 11, including, but not limited to, injunctive relief.

11.6 Survival of Confidentiality Obligations. The obligations of confidentiality and limitation of use described in this Section 11 shall survive the expiration and termination of this Agreement for a period of two (2) years (or such longer period as may be required by law in the case of trade secrets).

12. **DISPUTE RESOLUTION**. Except as otherwise provided herein, any dispute, controversy, or claim ("**Dispute**") arising out of or related to this Agreement shall be resolved in accordance with the procedures set forth in this Section. Upon the written request of either Party, each of the Parties shall appoint, within five (5) business days after a Party's receipt of such request, a designated representative who has authority to negotiate settlement of the Dispute, and the Parties shall attempt in good faith to negotiate a resolution of the Dispute. If the Parties are unable to resolve issues related to a Dispute within thirty (30) days, either Party may pursue other remedies available at law or equity not limited by the express terms of this Agreement.

13. NOTICE.

13.1 Notice Addresses. Unless otherwise provided in this Agreement, and except for payments which shall be sent to the address indicated on Company's invoices, all notices and communications concerning this Agreement shall be in writing and addressed to the other party as follows:

(a) If to Licensee, to Licensee's address indicated on the Cover Page.

(b) If to Company:

Sunesys, LLC
c/o Crown Castle
2000 Corporate Drive
Canonsburg, PA 15317
Attn: General Counsel – SCN

with a copy to:

Sunesys, LLC
c/o Crown Castle
2000 Corporate Drive
Canonsburg, PA 15317
Attn: SCN Contracts Management

13.2 Notice and Delivery. Unless otherwise provided herein, notices shall be hand delivered, sent by registered or certified U.S. Mail, postage prepaid, return receipt requested, or by commercial overnight delivery service and shall be deemed served or delivered to the addressee when received or refused at the address for notice specified above (or such other address as a Party might indicate by way of a notice delivered consistent with this Section 13) when hand delivered, two business days after deposit in the U.S. Mail, or on the next business day after being sent by overnight delivery service.

14. BUILDING ENTRY RIGHTS; RELOCATION.

14.1 Building Entry Rights. The Party indicated in a License shall be responsible for obtaining, at no cost to the other, rights to allow Company to: (a) enter buildings where the termination points for the fiber portion of the System will be located, (b) bring fiber from the public right of way into those buildings, and (c) use fiber conduits and risers within any such buildings (collectively, "**Building Entry Rights**"). To the extent that it is necessary to obtain Building Entry Rights, the Parties will assist each other in obtaining the Building Entry Rights and the Party responsible for obtaining such rights will reimburse the assisting Party for any costs which the non-responsible Party reasonably incurs in doing so. Where a License indicates that Company is responsible for obtaining Building Entry Rights, if the Parties elect to execute a License before Company has secured all Building Entry Rights, then any Commencement Date commitment shall be extended as reasonably necessary to reflect any delays in obtaining Building Entry Rights.

14.2 Relocation.

(a) If Company is required (i) by any governmental authority under the power of eminent domain or otherwise, (ii) by the grantor or provider of any Required Right, (iii) by any other person having the authority to so require (each a “**Relocating Authority**”), or (iv) by the occurrence of any Force Majeure Event, to relocate any portion of a System that supports a Facility, Company will have the right to either proceed with such relocation, including the right, in good faith, to reasonably determine the extent and timing of, and methods to be used for, such relocation, or to pay such amounts to the Relocating Authority as are necessary to avoid the need for such relocation. Company will keep Licensee fully informed of determinations made by Company in connection with any such relocation. Company shall endeavor to provide Licensee no less than sixty (60) days’ prior written notice of any relocation, and in any event, as much advance notice as is commercially feasible under the circumstances.

(b) For Lit Fiber Facilities, Company shall pay for the costs of any relocation required by this Section 14.2. For Dark Fiber Facilities, Company, Licensee and any other Company customers using the portion of the System being relocated pursuant to Section 14.2 shall pay their “Pro Rata Share” of the cost of such relocation that is not paid by the Relocating Authority. “**Pro Rata Share**” shall mean a fraction whose numerator is the total number of strands of fiber such person is using in the System portion being relocated, and whose denominator is the total number of strands of fiber included within the System portion being relocated. Notwithstanding the foregoing, if the relocation was the result of the negligent or willful acts or omissions of Licensee or Licensee’s Representatives or end users, or at Licensee’s request, then Licensee shall be solely responsible for the costs of relocation.

(c) Notwithstanding the foregoing, if a relocation would result in the remaining portion of the System being unable to be restored or relocated to a condition suitable for Licensee’s use of the applicable Facility, as determined in Company’s reasonable discretion, Company shall have the right,

without penalty, to terminate the applicable License.

15. **SMALL CELL USE RESTRICTION.**

Facilities provided to Licensee hereunder shall not be used by Licensee, directly or indirectly, to support any Small Cells. For purposes of this Agreement, “**Small Cells**” means one or more discrete, multi-frequency, scalable small cells that transmit and receive wireless communications signals on one or more licensed bands to improve voice and data service quality, coverage, and/or capacity. Company may suspend or terminate without penalty any or all Facilities immediately and/or terminate this Agreement if Licensee fails to comply with this provision.

16. **MISCELLANEOUS PROVISIONS.**

16.1 Force Majeure.

(a) Except for the submission of payment when due, neither Party shall be liable for any failure or delay of performance to the extent that such failure or delay is caused by reason of acts of God, wars, revolution, civil commotion, acts of public enemy, embargo, restraint or hindrance by any governmental or regulatory authority including, without limitation, unfavorable actions or failures to act of or by such authorities, labor difficulties, including without limitation, strikes, slowdowns, picketing or boycotts (involving third parties unrelated to the Party invoking the terms of this Section), or any other circumstances beyond the reasonable control and not involving any fault or negligence of the Delayed Party (each a “**Force Majeure Event**”).

(b) If any such Force Majeure Event occurs, the Party delayed or unable to perform (“**Delayed Party**”), upon giving prompt notice to the other Party, shall be excused from such performance or non-performance, as the case may be, under this Agreement or the impacted License on a day-to-day basis during the continuance of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis during the same period); provided, however, that the Party so affected shall use commercially reasonable efforts to avoid or remove such Force Majeure Event, and both Parties shall proceed as quickly as possible under the circumstances with the performance of their obligations under this Agreement or the impacted License whenever such causes are removed or cease.

16.2 Relationship of the Parties. Each Party, in performing their respective obligations hereunder, is acting solely as an independent contractor and not as an agent, employee, partner, or joint venturer of the other Party.

16.3 Interpretation. The singular includes the plural and the plural includes the singular. Except as otherwise provided herein, references to a Section, Attachment or Exhibit mean a Section, Attachment or Exhibit contained in or attached to this Agreement (or to a License), all of which are incorporated herein by reference. The caption headings in this Agreement are for convenience and reference only and do not define, modify or describe the scope or intent of any of the terms of this Agreement. This Agreement will be interpreted and enforced in accordance with its provisions and without the aid of any custom or rule of law requiring or suggesting construction against the party drafting or causing the drafting of the provisions in question. If any one or more of the provisions of this Agreement or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable by a court of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of any such provision shall not be affected thereby. If any

date herein set forth for the performance of any obligations by either Party or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday in Pennsylvania, the compliance with such obligations or delivery shall be deemed acceptable on the next business day. These terms shall have the indicated meaning when used in this Agreement: (a) including shall mean including, without limitation, (b) or shall mean and/or (unless indicated otherwise), and (c) discretion means within the applicable Party’s sole discretion. Further, any reference to statute, act or code shall mean the statute, act or code as amended.

16.4 Insurance. The provisions of Article 10 (Insurance) shall not be construed as limiting the Indemnifying Party’s obligations pursuant to Article 9 (Indemnification) or other provisions of this Agreement.

16.5 No Third-Party Rights. Nothing in this Agreement is intended to provide any legal rights to anyone not an executing party of this Agreement except as provided in Section 2.5 above and under the indemnification provisions.

16.6 Agreement Fully Negotiated. This Agreement has been fully negotiated between and jointly drafted by the Parties.

16.7 Applicable Law. The domestic laws of the State of California, without reference to its choice of law principles, shall exclusively govern this Agreement and any and all Licenses, and they shall be construed in accordance with that law. The application of the UN Convention on Contracts for the International Sale of Goods is specifically excluded from this Agreement.

16.8 Severability. If any term or provision of this Agreement shall, to any extent, be determined to be invalid or unenforceable by a court or body of competent jurisdiction, then (a) this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it valid and enforceable while preserving its intent, and (b) the remainder of this Agreement shall be valid and enforceable.

16.9 Assignment; Sublicensees.

(a) Neither Party will assign or otherwise transfer this Agreement or any Licenses, or any of such Party's rights, obligations or liabilities under this Agreement or any Licenses, without the other Party's prior written consent, which consent will not be unreasonably withheld, conditioned or delayed. However, either Party may assign this Agreement or any License, and/or any of such Party's rights, obligations, or liabilities under this Agreement or any License, to an Affiliate or to an entity that succeeds to all or substantially all of such Party's business, equity, or assets, by sale or merger (a "**Successor**"), without the consent of, but on notice to, the other Party. Subject to the foregoing, the provisions of this Agreement and each License will inure to the benefit of, and be binding upon, the Parties' permitted successors and assigns. Any other attempt by either Party to assign or otherwise transfer this Agreement or any License or any rights, obligations, or liabilities under this Agreement or any License will be void. Notwithstanding the foregoing, Company shall have the right to freely delegate or subcontract its obligations and liabilities under this Agreement or any License, either in whole or in part, without notice, to any of its Affiliates.

(b) Licensee agrees to defend, hold harmless, and indemnify the Company and the Company's Indemnitees from and against all Liabilities suffered by any of them proximately caused by the acts or omissions of Licensee's direct or indirect customers, sublicensees, sublessees or other transferees.

16.10 Integration. This Agreement constitutes the entire and final agreement and understanding between the Parties and supersedes all prior and contemporaneous agreements relating to its subject matter.

16.11 Amendment and Waivers. This Agreement may only be amended, modified, or supplemented by an instrument in writing executed by duly authorized representatives of both Parties. The failure of either Party to enforce any of the provisions of this Agreement, or the waiver thereof in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but

the same shall nevertheless be and remain in full force and effect. A Party's obligations under this Agreement may only be waived in a writing signed by a duly authorized representative of the waiving Party.

16.12 Counterparts. This Agreement and Licenses may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

16.13 No Intellectual Property Licenses Granted. No license, under patents or otherwise, is granted by Company to Licensee or shall be implied or arise by estoppel in Licensee's favor with respect to any circuit, apparatus, system or method used by Company in connection with any Facility provided under this Agreement except as reasonably necessary for Licensee to use the Facilities as contemplated in this Agreement under then current Licenses.

16.14 Publicity. Neither Party may use the name, logos, trademarks, service marks or other proprietary identifying symbols of the other Party or its Affiliates in any press release, public statement, advertising, signage, marketing materials or other publicity materials in any medium without the other Party's prior review and written consent, not to be unreasonably withheld.

16.15 No Alteration. No Facility Guide or License shall alter or amend the Parties' obligations under Sections 8, 9, or 10 of this Agreement and any provisions inconsistent with the foregoing shall to that extent be void.

16.16 Survival. The provisions of this Agreement which expressly or by their nature should survive termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

16.17 REIT Status.

(a) Licensee acknowledges that: (i) Company is directly or indirectly owned in whole or in part by an entity ("**REIT Owner**") that qualifies or intends to qualify as a "real estate investment trust" ("**REIT**") under Sections 856 through 860 of the Internal Revenue Code of 1986, as amended (the "**Code**");

and (ii) Company and REIT Owner are therefore subject to operating and other restrictions under the Code.

(b) The Parties intend that this Agreement shall constitute a lease of the Facilities for purposes of Section 856 of the Code, and the Parties shall not take any position on any tax return inconsistent therewith except as required by law.

16.18 Document Hierarchy.

In the event of any conflict or inconsistency among the various documents that make up this Agreement, document precedence will be as follows (from most controlling to least controlling):

- (a) Licenses;
- (b) Amendments;
- (c) the Cover Page;
- (d) the Terms and Conditions; and
- (e) the applicable Facility Guide.

16.19 Non-Discrimination.

Sunesys shall not discriminate on the basis of a person's actual or perceived race, religious creed, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender, gender identity, gender expression or sexual orientation in employment or performance of its obligations under, or in furtherance of this Agreement.

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ATTACHMENT 2

LIT FIBER FACILITY GUIDE

This Lit Fiber Facility Guide is an attachment to the Agreement and is subject to and is an integral part of the Agreement. Capitalized terms set forth in this Lit Fiber Facility Guide shall have the same meaning as set forth in the Agreement unless otherwise stated herein.

1. **Acceptance Date.** Upon completion of construction or installation of a route, Company shall notify Licensee that the Lit Fiber has been provisioned and is available for Licensee's use (the "**Lit Fiber Completion Notice**"). If Licensee fails to notify Company of its acceptance or rejection of the Lit Fiber Completion Notice within ten (10) business days after Licensee's receipt of the Lit Fiber Completion Notice, Licensee shall be deemed to have accepted the Lit Fiber. However, if, during the ten day period following receipt of the Lit Fiber Completion Notice, Licensee notifies Company of a material deviation from Telcordia GR-2918 and GR-253, where GR-2918 defines the transport mechanism of the DWDM system delivering the wavelength, and GR-253 defines the payload to be carried by the DWDM system and/or ITU-T Standard G.709, Company shall repair the affected portion of the route to such specification and Company shall provide Licensee another Lit Fiber Completion Notice. The foregoing process shall continue in good faith until Licensee accepts or is deemed to have accepted the Lit Fiber. The date of Licensee's acceptance or deemed acceptance of the Lit Fiber shall be the "**Acceptance Date**."

2. **Third Party Services Requested by Licensee.**
 - (a) Licensee is solely responsible for coordination of all Third Party Services. In such event, Company agrees to promptly provide Licensee with an appropriate letter of agency ("**LOA**") upon request. Licensee shall provide Company with all information reasonably deemed necessary by Company to enable Company to make the necessary cross-connection between the Third Party Service and Company's Lit Fiber or any telecommunications equipment or facilities of Licensee (or of its end users), including, without limitation, circuit facility assignment information and the design layout records ("**DLR(s)**"). Without limiting the foregoing, Licensee will provide Company with a DLR no later than five (5) business days prior to Company's scheduled acceptance test date.

 - (b) If any Licensee-ordered Third Party Service is not ready as of the Commencement Date, Licensee shall nonetheless be obligated to pay applicable Charges for Lit Fiber as of the Commencement Date.

3. **No Route Diversity or Path Protection.** Unless otherwise expressly provided in a License, the Lit Fiber is neither route diverse nor path protected.

4. **Availability Target and Credits.**
 - (a) **Availability Target.** The availability target for Lit Fiber is 99.99% when provisioned as protected and 99.5% when provisioned as unprotected. Lit Fiber is considered unavailable if a port is unable to send or receive traffic. An unavailability event becomes a "**Lit Fiber Outage**" when Licensee opens a trouble ticket with Company's NOC or when Company is notified or becomes aware of the unavailability of the Lit Fiber, whichever first occurs. A Lit Fiber Outage ends when the affected Lit Fiber has been made available and passed all required testing. Lit Fiber Outage notifications must be initiated by contacting Company's NOC by telephone at 1-800-286-6664.

- (b) **Outage Credits.** Except as provided in this Subsection and in Section 5 below, Licensee shall be entitled to Lit Fiber Outage credits (“**Lit Fiber Outage Credits**”) based on the cumulative length of the Lit Fiber Outage in a given calendar month as set forth in the tables below, provided Licensee submits a written request to claim a credit allowance within thirty (30) days after the incident:

- (i) For Protected Lit Fiber:

Cumulative Length of Lit Fiber Outage (in hrs:mins:secs)	Lit Fiber Outage Credit (as a % of the monthly recurring Charge for the affected Lit Fiber)
00:00:01 – 00:04:22	No Credit
00:04:23 – 00:45:00	5%
00:45:01 – 04:00:00	10%
04:00:01 – 08:00:00	20%
08:00:01 – 12:00:00	30%
12:00:01 – 24:00:00	40%
24:00:01 or greater	50%

- (ii) For Unprotected Lit Fiber:

Cumulative Length of Lit Fiber Outage (in hrs:mins:secs)	Lit Fiber Outage Credit (as a % of the monthly recurring Charge for the affected Lit Fiber)
00:00:01 – 03:40:00	No Credit
03:40:01 – 08:00:00	5%
08:00:01 – 12:00:00	10%
12:00:01 – 16:00:00	20%
16:00:01 – 24:00:00	30%
24:00:01 – 36:00:00	40%
36:00:01 or greater	50%

- (iii) Lit Fiber Outage Credits shall be calculated by multiplying the applicable percentage by the monthly recurring Charge applicable to the particular Lit Fiber circuit(s) experiencing the Lit Fiber Outage. In the event that the monthly recurring Charge is not broken down to the circuit level, Company shall determine in good faith and on a pro rata basis the portion of the monthly recurring Charge that is applicable to the Lit Fiber circuit experiencing the Lit Fiber Outage.
- (iv) Notwithstanding the foregoing or anything to the contrary in this Attachment or the Agreement, where a License indicates that the Lit Fiber is protected and consists of dual paths connecting the same beginning (A-LOC) and end (Z-LOC) points, no Lit Fiber Outage shall be deemed to have occurred and no Lit Fiber Outage Credits shall apply unless both paths are simultaneously unavailable.

5. Limitations

- (a) **Events Excluded from Credit.** No Lit Fiber Outage shall be deemed to occur and no Lit Fiber Outage Credits will be available to Licensee for any Lit Fiber Outage arising from or caused by any of the following events: (i) any acts or omissions of any entity other than Company, including, but not limited to, Licensee, Licensee's Representatives, end users, landlords, Third Party Service providers, or any municipalities, public utilities, power companies, incumbent local exchange carriers, cable companies or similar entities that own or control any infrastructure upon or within which any portion of the System is or would be installed; (ii) Licensee's noncompliance with this Agreement, the applicable License or any Policy; (iii) any routine maintenance; (iv) failure of any service, infrastructure or equipment provided by others (including, without limitation, any non-Company equipment or facilities used in connection with the affected Facility); (v) any period in which Company is not given full access to the System (or any portion thereof) or any of its equipment or facilities for the purpose of investigating and correcting an outage; (vi) any period in which Licensee continues to use the Facility on an impaired basis or releases the underlying Company System, equipment or facilities to Company for maintenance or installation purposes; (vii) outages that are not reported to the Company within thirty (30) days of the date the outage commenced; (viii) any Force Majeure Event(s); and (ix) during any suspension of Licensee's use of a Facility as expressly provided in the Agreement.
- (b) **Cap and Exclusivity of Remedies.** Notwithstanding the foregoing, the maximum credit allowance for all Lit Fiber Outages during any calendar month shall not exceed applicable monthly recurring Charges due Company from Licensee for the Lit Fiber circuit experiencing the Lit Fiber Outage during such calendar month. THE OUTAGE CREDITS REMEDY PROVIDED TO LICENSEE SET FORTH ABOVE IS THE SOLE AND EXCLUSIVE REMEDY PROVIDED TO LICENSEE FOR LIT FIBER OUTAGES AND IS IN LIEU OF ALL OTHER REMEDIES FOR LIT FIBER OUTAGES, REGARDLESS OF WHETHER SUCH REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

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ATTACHMENT 3
INTERNET ACCESS FACILITY GUIDE

1. **Internet Access.** Where so indicated in a License, Company grants Licensee a license to use Company's SunIP™ Internet Access as described in the applicable License.
2. **Commencement Date.** When the Company's SunIP™ Internet Access is ready for Licensee's use, Company shall so notify Licensee. Unless Licensee notifies Company within forty-eight hours of receipt of notice that Internet Access is not available, the date of such notice shall be the "**Acceptance Date.**"
3. **Internet Disclaimer.** Licensee acknowledges and agrees that because the flow of data to or from and through the Internet is dependent upon the performance of services and facilities provided or controlled by third parties, Company cannot and does not guarantee that Licensee's use of SunIP™ Internet Access will be uninterrupted. However, Company agrees to use commercially reasonable efforts to remedy impairment or disruption of Licensee's access to the Internet through Company's System, provided however, that any such interruption or impairment is directly attributable to Company's System. Licensee also acknowledges and agrees that the actual transmission speeds for Internet transmissions delivered by Company may vary from the transmission speeds otherwise expected by Licensee based on such factors as the length and gauge of the route used to provide Licensee's service, and other operational characteristics of facilities used by Company and/or Licensee. COMPANY DOES NOT WARRANT THAT SunIP™ INTERNET ACCESS WILL BE UNINTERRUPTED, UNIMPAIRED, ERROR FREE, OR SECURE, AND COMPANY DISCLAIMS ALL WARRANTIES TO THE CONTRARY, WHETHER EXPRESSED OR IMPLIED OR BY OPERATION OF LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
4. **Not a Lease for Section 856 Purposes.** Section 16.17(b) of the Terms and Conditions shall not be applicable to Licenses for SunIP™ Internet Access.

**ALBANY UNIFIED SCHOOL DISTRICT
LIT FIBER LICENSE FORM**

LICENSE No. 2017-01

This License is entered into by and between Sunesys, LLC (the “**Company**”) and Albany Unified School District (the “**Licensee**”) pursuant to, and is governed by, the Master License Agreement by and between the Parties and/or their Affiliates dated December 21, 2017 (the “**Agreement**”), which Agreement contains other terms and conditions that apply to this License. Capitalized terms that are used but not otherwise defined in this License will have the meanings specified in the Agreement.

- 1. Facilities.** Company hereby grants Licensee a license to use the following Facilities (check applicable boxes):

☒ Lit Fiber* ☐ Collocation – SunColo™ ☐ Dark Fiber - SunDF™

* ☐ SunE™
☒ SunEP™
☐ SunWAVE™
☐ SunIP™ (see separate Internet Access License)

- 2. Description of Dark/Lit Fiber Facilities.** One (1) Gbps SunEP connections between the Hub location listed below and each of the remote site locations listed on Exhibit A:

A-LOC	Z-LOC
Site Name: Albany High School	Site Name: See Exhibit A
Street Address: 603 Key Route Blvd	Street Address:
Suite/Floor:	Suite/Floor:
City/St/Zip: Albany, CA 94706	City/St/Zip:
Hand-Off Type: 1000Base-LX (SMF)	Hand-Off Type:
Notes:	Notes:
<u>Building Entry Rights:</u> For this License, the following Party is responsible for Building Entry Rights (see Section 14.1 of the Agreement)(check one box as applicable): <input checked="" type="checkbox"/> Licensee <input type="checkbox"/> Company <input type="checkbox"/> Not applicable	<u>Building Entry Rights:</u> For this License, the following Party is responsible for Building Entry Rights (see Section 14.1 of the Agreement)(check one box as applicable): <input checked="" type="checkbox"/> Licensee <input type="checkbox"/> Company <input type="checkbox"/> Not applicable

(a) **Strand Count/Bandwidth Commitment:** [For Dark Fiber indicate # of strands; for Lit Fiber indicate committed bandwidth - check applicable box and complete]:

- ☐ Dark Fiber: The Dark Fiber circuit consists of ____ strands of optical fiber.
☒ Lit Fiber: The committed bandwidth is 1 Gbps.

(b) **Protected/Unprotected** [check applicable boxes; if no boxes are checked, Facility is unprotected]:

- ☐ Dark Fiber: ☐ Unprotected
☐ Protected ring
☒ Lit Fiber: ☒ Unprotected
☐ Protected

3. **Demarcation Point.** The “Demarcation Points” shall be as follows:

- (a) A-LOC: ☒ Fiber Distribution Panel ☐ Other _____
(b) Z-LOC: ☒ Fiber Distribution Panel ☐ Other _____

The Demarcation Point delineates where responsibility for the Parties’ respective networks, equipment and/or maintenance obligations begin and end.

4. **Preliminary Route Map / Logical Diagram.**

Not Applicable.

5. **Intrastate Jurisdiction Confirmation (for Lit Fiber Facilities with A/Z in the same state).**

Expected interstate use of the fiber will be ten percent (10%) or less of the total traffic carried across the fiber (check one box as applicable)?

- ☒ YES
☐ NO (if No, Company will collect applicable USF charges)
☐ N/A (non-transport/interstate/international circuits)

6. **Target Delivery Date.** Sunesys will use reasonable efforts to make the deployment of Licensed Facilities described herein available to Licensee on or about December 1, 2018, which for purposes of this License shall be the “**Commencement Date**”.

7. Charges.

- (a) Non-recurring Charge (NRC). \$0.00
- (b) Monthly Recurring Charge (MRC). Four Thousand Seven Hundred Ten Dollars (\$4,710.00)
- (c) Payment Timing. Licensee shall begin paying the MRC, and the NRC shall become payable in full, as of the Commencement Date consistent with Section 6.1 of the Agreement, and Company will invoice Licensee accordingly.
- (d) Pass-Throughs. If and to the extent any tariffs, fees or other amounts charged to Company in connection with fulfilling this License are increased, Company reserves the right to pass such increases through to Licensee. Company will notify Licensee of any such increases and the same shall be added to Licensee's invoices as of the date such increases are effective.

8. License Term.

- (a) Initial License Term. Beginning on the Commencement Date and continuing through June 30, 2022.
- (b) Renewal License Term. Upon the expiration of the Initial License Term, Licensee may renew this License for an additional twelve (12) month period by providing Company advance written notice of its intent to renew the License no less than sixty (60) days before the expiration of the Initial License Term.

9. Additional Terms.

9.1 As of the Commencement Date, the existing Wide Area Network Agreement between Sunesys and Licensee dated January 29, 2008, as amended (the "Existing WAN Agreement"), shall be superseded and replaced by this License, and neither party shall have further obligations under the Existing WAN Agreement following the Commencement Date, except for any obligations that are intended to survive the expiration or termination of the Existing WAN Agreement.

9.2 During the Initial License Term, Licensee may upgrade the capacity of the Lit Fiber Facilities (e.g. 1 Gbps to 10 Gbps). The price for such upgraded capacity shall be negotiated between Licensee and Sunesys at the time that such upgrade is requested and the upgrade and any modified terms shall be evidenced by a written amendment to this License.

- 10. Miscellaneous. This License, together with the terms and conditions of the Agreement, set forth the complete understanding of the Parties hereto, and supersede all prior and contemporaneous understandings, regarding the subject matter of this License. Any exhibits attached to this License are integral parts hereof and are made a part of this License

by reference. This License may only be amended, modified, or supplemented by an instrument in writing executed by duly authorized representatives of both Parties.

- 11. Authorized Signatures.** Intending to be legally bound, the authorized representatives of the Parties have signed their names below effective as of the date this License is countersigned by the Company as indicated below (the “**License Effective Date**”).

SUNESYS, LLC

Authorized Signature

Printed Name

Printed Title

License Effective Date

**ALBANY UNIFIED SCHOOL
DISTRICT**

Authorized Signature

Printed Name

Printed Title

Date

Facilities provided in the states below will be provided either by Company or the Affiliate of Company designated below:

Fiber Technologies Networks, L.L.C.
Fibernet Direct Florida LLC.
Fibernet Direct Texas LLC.
Access Fiber Group, Inc.
Wilshire Connection, LLC
Lighttower Fiber Networks II, LLC

-Indiana, Kentucky, Michigan, Ohio, West Virginia, Wisconsin
-Florida , Georgia
-Louisiana, Oklahoma, Texas
-Alabama, Missouri, Tennessee
-California
-Connecticut, Delaware, District of Columbia, Illinois, Maine,
Maryland, Massachusetts, New Hampshire, New Jersey, New
York, North Carolina, Pennsylvania, Rhode Island, Vermont,
Virginia

EXHIBIT A
Remote Site List

One (1) Gbps SunEP connection between the Hub location and each of the remote site locations listed below

HUB
Albany High School
603 Key Route Blvd
Albany, CA 94706

Remote Site Locations

B-LOC	C-LOC
Site Name: Albany Middle School	Site Name: Albany Middle School Annex
Street Address: 1259 Brighton Ave	Street Address: 601 San Gabriel Ave
Suite/Floor: MPOE First Floor	Suite/Floor: MPOE First Floor
City/State/Zip: Albany, CA 94706	City/State/Zip: Albany, CA 94706
Hand-Off Type: 1000Base-SX (MMF)	Hand-Off Type: 1000Base-SX (MMF)

D-LOC	E-LOC
Site Name: Cornell Elementary School	Site Name: Marin Elementary School
Street Address: 920 Talbot Ave	Street Address: 1001 Santa Fe Ave
Suite/Floor: MPOE First Floor	Suite/Floor: MPOE First Floor
City/State/Zip: Albany, CA 94706	City/State/Zip: Albany, CA 94706
Hand-Off Type: 1000Base-SX (MMF)	Hand-Off Type: 1000Base-SX (MMF)

F-LOC	G-LOC
Site Name: Ocean View Elementary School	Site Name: Albany Children's Center
Street Address: 1000 Jackson Street	Street Address: 720 Jackson Street
Suite/Floor: MPOE First Floor	Suite/Floor: MPOE First Floor
City/State/Zip: Albany, CA 94706	City/State/Zip: Albany, CA 94706
Hand-Off Type: 1000Base-SX (MMF)	Hand-Off Type: 1000Base-SX (MMF)

** Note: The District Office location at 904 Talbot Avenue, Albany, CA that was previously included as a remote site under the Existing WAN Agreement is intentionally being eliminated from the wide area network and will not be a remote site location under this License. Sunesys shall be granted reasonable access to undertake any work necessary to disconnect that site from the wide area network.

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of February 13, 2018

**ITEM: AGREEMENT WITH CDW-G FOR PROCUREMENT OF WIRELESS
ACCESS POINTS AND NETWORK EQUIPMENT**

PREPARED BY: ALLAN GARDE, CHIEF BUSINESS OFFICIAL

TYPE OF ITEM: REVIEW AND ACTION

PURPOSE: To approve the contract for upgraded Wi-Fi network equipment.

BACKGROUND INFORMATION: All AUSD classrooms and offices are covered by the AUSD Wi-Fi network, providing students and staff with reliable, high-speed access to the Internet and the AUSD network. The AUSD Wi-Fi network consists of hardware controllers (servers) that manage the wireless access points (WAPs) that provide Wi-Fi coverage to AUSD devices.

AUSD's current Wi-Fi equipment dates to 2013. This equipment is now two generations old. 90% of our current WAPs will not run on the latest and most secure software so the system is currently running on a legacy version of the software. AUSD will need additional WAPs for the AMS Annex and other upcoming facilities projects. New WAPs will not run on the legacy software required to run the current WAPs. AUSD cannot add new model WAPs to the current system.

An RFP was generated to receive bids and be eligible for E-rate category 2 funding. This will allow AUSD to purchase equipment for 2018-19 school year. Bids were due on December 11, 2017. Four bids were received by the deadline and were evaluated for cost, conformity with RFP specifications, proposed solution, and support and warranty terms. CDW-G submitted a low cost and top ranked bid to provide the Wi-Fi equipment. An Intent to Award the bid to CDW-G was posted on the AUSD website on 12/13/17.

DETAILS: The updated Wi-Fi system will replace the existing with current model Ruckus controllers and WAPs. Over 90% of current computing devices in the district will benefit from the new Wi-Fi hardware: Increased speed, security, and classroom experience.

KEY QUESTIONS/ANSWERS:

1. Why purchase new wi-fi equipment now?
 - a. The current equipment in operation is almost five years and two generations of equipment old. The District cannot add new equipment planned for the Albany Middle School Annex to the current system and has been delaying technical upgrades until a systemwide upgrade is needed and most cost-effective.

FINANCIAL INFORMATION:

\$97,507.38 - General Fund less any funding received from E-Rate category 2
Hardware, Software, Licensing, and Support

STRATEGIC GOALS ADDRESSED:

Objective #3: Communicate and Lead Together.

Goal: All stakeholders will collaborate and communicate about decisions that guide the sites and district.

RECOMMENDATION: Approve procurement agreement with CDW-G for Wireless Access Points

CDW Government LLC
Purchase Agreement for E-Rate Customers
JLQD050
Contract #210224
Spin #143005588
FCC Registration #0012123287

This Purchase Agreement for E-rate Customers (this "Agreement") dated as of the date executed by CDW Government LLC (the "Effective Date") is by and between CDW Government LLC an Illinois corporation with an office at 230 N. Milwaukee Ave., Vernon Hills, Illinois 60061 ("Seller"), and ALBANY UNIFIED SCHOOL DISTRICT, a non-profit school or library eligible for Universal Service funding, with offices at 1051 MONROE ST, ALBANY, CA 94706 ("Customer").

Definitions:

As used in the Agreement, the following terms shall have the meanings set forth below:

"E-Rate" – The Education Rate funding provided by the 1996 Telecommunications Act designed to provide twenty to eight-five percent (20%-85%) discounts to schools and libraries for eligible products and services.

"E-Rate Eligible Products" or "Products" – Products which include but are not limited to caching servers, routers, switches, wireless access points, installation, and warranty maintenance and other items eligible for E-rate discounts in accordance with the rules adopted by the Federal Communications Commission.

"E-Rate Customer" or "Customer" – A non-profit school or library eligible for The Schools and Libraries Program of the Universal FUND, applying for an E-Rate discount on E-Rate Eligible Products.

"Program" - The Schools and Libraries Program of the Universal Service Fund, commonly known as "E-Rate," that is administered by the Universal Service Administrative Company (USAC) under the direction of the United States Federal Communications Commission ("FCC"), and that provides discounts to assist most United States schools and libraries to obtain affordable telecommunications and Internet access.

"SLD" – Schools and Libraries Division, a not-for-profit organization, established by the FCC, to administer the Program for schools and libraries.

"Funding Year" – The specific calendar period, as defined by the SLD, during which the Customer is approved for funding or discounts on E-Rate Eligible Products.

1. TERMS AND CONDITIONS

All orders submitted to Seller for Products under this Agreement are subject to the terms and conditions on the CalSAVE Technology Contract #527683. Unless otherwise agreed by the parties after award, any terms and conditions in the bid or elsewhere that are additional to or different from the terms and conditions of that agreement shall not apply to any transaction(s) that results from CDW-G's submission of its bid response.

2. PURCHASE AUTHORIZATIONS

A. E-Rate Status

Customer represents and warrants that it qualifies as eligible under the Program in order to receive E-Rate discounts. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT WHEN EXECUTED WILL CONSTITUTE A CONTRACT AS REQUIRED BY SLD. This Agreement is contingent upon evidence of award of E-Rate funding and Customer board approval, if applicable.

B. E-Rate Purchases

Customer represents and warrants that all purchases made under this Agreement shall be for its own use and that it is eligible for E-Rate discounts as specified by SLD guidelines. IN ACCORDANCE WITH FCC REQUIREMENTS, THE CUSTOMER SHALL SUBMIT A COMPLETED AND SIGNED FCC FORM 486 TO SLD. Form 486 shall be approved by SLD prior to order placement. The Form 486 informs SLD when the Customer and/or the eligible entity that Customer represents is receiving, is scheduled to receive, or has received service in the relevant Funding Year from the service provider(s). Receipt by SLD of a properly completed Form 486 triggers the process for the SLD to receive the invoice.

3. ORDERING AND ASSISTANCE

A. Ordering

Purchase orders shall be submitted directly to Seller at the following address or fax number:

CDW Government LLC
 Attn: E-Rate Sales K-12
 230 N. Milwaukee Ave.
 Vernon Hills, IL 60061

Phone: 800-328-4239
 Facsimile: Please fax Purchase Orders to your Account Manager

B. Required Information

All orders shall include 1) a contact name; 2) phone number; 3) purchase order number; 4) part number; 5) Product description; 6) original and discounted Product price 7) percentage Customer owes and percentage SLD owes (if applicable) 8) ship to location; 9) bill to location; and 10) FRN number for each part number. SEPARATE PURCHASE ORDERS SHALL BE SUBMITTED FOR PRODUCTS THAT ARE NOT ELIGIBLE FOR E-RATE FUNDING. ALL ORDERS SHALL BE SUBJECT TO ACCEPTANCE BY SELLER.

C. Assistance with Order

Customer may call 1-800-328-4239 to get assistance on any purchase order. Any terms or conditions stated in or on the Customer's purchase order which are not consistent with or in addition to the terms and conditions in this Agreement or the Product Sales Terms and Conditions shall be null and void and shall not be applicable hereto or binding on Seller. FOR THOSE PRODUCTS CHANGE AND THAT CHANGE OCCURS AFTER A CUSTOMER ORDER HAS BEEN ACCEPTED BY SELLER BUT BEFORE THE PRODUCT HAS SHIPPED, SELLER WILL MAKE REASONABLE EFFORTS TO MAKE AVAILABLE TO THE CUSTOMER A COMPARABLE OR BETTER PRODUCT AT THE SAME OR LESSER PRICE IF AVAILABLE, UPON SLD'S APPROVAL REGARDING PRODUCT SUBSTITUTION.

4. PRICE AND PAYMENT TERMS

A. Price

The Price shall be as stated by Seller's Account Manager in the Product quotation attached hereto as Exhibit I. Prices are exclusive of federal, state, local, or other taxes, which shall be the responsibility of the Customer. Any taxes will be listed separately on the invoice.

B. Payment Terms (Customer must choose one)

1. Form 474 Service Provider Invoice (SPI) Method

Seller will invoice Customer for their portion of the Products upon shipment of Product and Customer shall pay the invoiced amount (discounted amount owed by Customer) within thirty (30) days from date of invoice.

2. Form 472 Billed Entity Applicant Reimbursement (BEAR) Method

Seller will invoice Customer for their portion of the Products upon shipment of Product and Customer shall pay the invoiced amount (full amount owed by Customer) within thirty (30) days from the date of invoice.

All payments for both methods shall be submitted to the address presented below:

CDW Government LLC
Attn: Accounts Receivable
230 N. Milwaukee Ave.
Vernon Hills, IL 60061

Payment terms are subject to continuing credit approval by Seller. Seller may change credit or payment terms at any time when, in Seller's opinion, Customer's financial condition, previous payment record, or the nature of Customer's relationship with Seller so warrants.

Seller may discontinue performance under this Agreement (i) if Customer fails to pay any sum when due under this Agreement or any other agreement with Seller until payment is received or (ii) if Customer is in violation of applicable regulations.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, CUSTOMER IS RESPONSIBLE FOR PAYMENT OF 100% OF THE PRODUCT PRICE IN THE EVENT THAT CUSTOMER PLACES AN ORDER FOR PRODUCTS FOR WHICH SLD DISALLOWS CUSTOMER'S REQUEST FOR DISCOUNT AND REFUSES PAYMENT TO SELLER OF THE DISCOUNTED AMOUNT FOR SUCH PRODUCTS. IF SLD DISALLOWS CUSTOMER'S REQUEST FOR DISCOUNT CUSTOMER IS IN NO WAY REQUIRED TO PLACE THE ORDER FOR PRODUCTS.

Customers that choose to order E-Rate Eligible Products prior to July 1 shall be required to use the BEAR Method.

5. NON-ASSIGNABILITY AGREEMENT

Customer shall not assign or otherwise transfer its rights or delegate its obligations under this Agreement without Seller's advance written consent. Any attempted assignment, transfer or delegation without such consent shall be void.

6. TERM & RENEWAL OF AGREEMENT

The term of this Agreement shall be for a period of one (1) year commencing on the Effective Date. Notwithstanding the foregoing, Seller may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice to the Customer. In addition, the Customer may immediately terminate this Agreement upon written notice to Seller in the event that funds are not appropriated to Customer under this program ("Termination Notice"). In the event that Customer terminates this Agreement due to non-appropriation of funds, then Seller may immediately cease performance. However, the Customer shall still be liable for any Products that Seller has shipped in addition

to any support for which Customer has subscribed and/or purchased prior to Seller's receipt of the Termination Notice. Customer will also pay Seller for any out-of-pocket costs resulting from any such termination.

The term of this Agreement may be renewed at any time upon the mutual signature by Seller and Customer. The renewal shall be based on an extension of funding from the SLD.

7. NOTICES

All notices and other communications required or permitted under this Agreement shall be served in person or sent by U.S. mail, Federal Express, or equivalent carrier at the following address:

If to Seller:

CDW Government LLC
Attn.: Director, Program Sales
2 Corporate Drive, Suite 800
Shelton, CT 06484

If to Customer:

ALBANY UNIFIED SCHOOL DISTRICT

1051 MONROE ST
ALBANY, CA 94706

8. GENERAL

If any term or provision herein is determined to be illegal or unenforceable, the validity or enforceability of the remainder of the terms or provisions herein will remain in full force and effect.

9. DISCRIMINATION

Seller shall not discriminate on the basis of a person's actual or perceived race, religious creed, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender, gender identity, gender expression, sex, or sexual orientation in employment or operation of its programs.

10. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Seller and Customer, and supersedes and replaces any and all previous and contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding transactions hereunder. No provision of this Agreement may be waived or modified except by an amendment signed by an authorized representative of each party.

11. GOVERNING LAW

This Agreement will be governed by the laws of the State of Illinois, without regard to conflicts of laws rules. Any litigation will be brought exclusively in Lake County, Illinois, and Customer consents to the jurisdiction of the federal and state courts located therein, submit to the jurisdiction thereof and waives the right to change venue. Customer further consents to the exercise of personal jurisdiction by any such court with respect to any such proceeding.

12. DOCUMENT RETENTION

All documents related to this Agreement will be kept on file by both Parties for 10 years after the project completion in accordance with the rules of the SLD.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written. **This contract is for Funding Year 21 (2018) which begins July 1, 2018 and extends until June 30, 2019.**

CDW Government LLC

Customer

(Authorized Signature)

(Authorized Signature)

Printed Name

Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT I
Quote

QUOTE CONFIRMATION



DEAR DAX KAJIWARA,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.



ACCOUNT MANAGER NOTES:

Please put quote # on your Purchase Order.
Please Fax PO to 312-705-8235

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
JLQD050	12/14/2017	RUCKUS E-RATE CORRECTED	2585943	\$97,507.38

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Ruckus End User WatchDog Premium Support - technical support - for Ruckus S Mfg. Part#: S01-0001-1LSC UNSPSC: 81112201 Electronic distribution - NO MEDIA Contract: CalSAVE Technology Contract 527683 (527683)	130	4344277	\$2.70	\$351.00
RUCKUS WATCHDOG END USER SCI SUP 1Y Mfg. Part#: S01-SCIP-1000 Electronic distribution - NO MEDIA Contract: CalSAVE Technology Contract 527683 (527683)	1	4344283	\$175.00	\$175.00
Ruckus ZoneFlex R720 - wireless access point Mfg. Part#: 901-R720-US00 UNSPSC: 43223108 Contract: CalSAVE Technology Contract 527683 (527683)	130	4643204	\$615.00	\$79,950.00
Ruckus SmartCell Insight - license - 1 instance Mfg. Part#: L09-SCIP-WW00 UNSPSC: 43232804 Electronic distribution - NO MEDIA Contract: CalSAVE Technology Contract 527683 (527683)	1	4301624	\$407.00	\$407.00
Ruckus SmartCell Insight - license - 1 access point Mfg. Part#: L09-0001-SCIW UNSPSC: 43232804 Electronic distribution - NO MEDIA Contract: CalSAVE Technology Contract 527683 (527683)	130	4301625	\$6.15	\$799.50
RUCKUS 1YR SLED PREMIUM AP SUP Mfg. Part#: S41-0001-1LSG Electronic distribution - NO MEDIA Contract: CalSAVE Technology Contract 527683 (527683)	130	3629019	\$13.50	\$1,755.00
Ruckus WatchDog Premium Support - extended service agreement - 1 year - shi Mfg. Part#: S41-S104-1000 UNSPSC: 81111812	2	3671227	\$668.00	\$1,336.00

QUOTE DETAILS (CONT.)

Electronic distribution - NO MEDIA

Contract: CalSAVE Technology Contract 527683 (527683)

<u>Ruckus SmartZone 100 - network management device</u>	2	3671016	\$2,250.00	\$4,500.00
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Mfg. Part#: P01-S104-UN00

UNSPSC: 43222634

Contract: CalSAVE Technology Contract 527683 (527683)

<u>Ruckus SmartZone 100 - upgrade license - 1 access point</u>	130	3616702	\$0.00	\$0.00
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Mfg. Part#: L09-0001-SG00

UNSPSC: 43233204

Electronic distribution - NO MEDIA

Contract: CalSAVE Technology Contract 527683 (527683)

PURCHASER BILLING INFO

Billing Address:

ALBANY UNIFIED SCHOOL DISTRICT

ACCTS PAYABLE

1051 MONROE ST

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**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of February 13, 2018

ITEM: **BOARD APPOINTED BUDGET COMMITTEE**

PREPARED BY: **ALLAN GARDE, CHIEF BUSINESS OFFICIAL**

TYPE OF ITEM: **REVIEW AND ACTION**

PURPOSE: To review and take action on a Board appointed Budget Committee.

BACKGROUND INFORMATION: At the [January 23, 2018 Regular Board Meeting](#), the Board provided direction on developing a Board Appointed Budget Committee. At the [October 10, 2017 Regular Board Meeting](#), the Board agreed to the creation of an ad-hoc Budget Input Assessment Committee that would meet in November and December and not be a Board appointed committee. At the [December 5, 2017 Special Board Meeting](#), the Board received an update of the Budget Priorities Process and agreed to a longer timeframe for the committee to work through data to develop recommendations.

DETAILS: The overall goal of the committee is to make recommendations to the Superintendent that will address the budget shortfall by aligning revenues and expenditures. This goal would be achieved through the review of data, the development of strategies to receive input, and the analysis of opportunities to be cost efficient.

Below is the recommendation for the purpose and composition of the Board Appointed Budget Committee:

Purpose

- Board Charge of the Committee:

The Board believes that the Committee's purposes should include facilitating understanding between the Board and the residents of the District, as a complement to the Board's own regular public meetings and citizen outreach efforts. The Board believes the Committee will best serve the interests of the community by:

1. Communicating the community's concerns or satisfaction to the Board with regard to those projects and the District's overall building and renovation plans; and
2. Communicating the Board's intentions with respect to bond projects to the community.

- Role of Committee vis-à-vis Board.

As the legally elected representative of the voters, the Board, on the advice of the Superintendent, must make all decisions relating to how funds are spent, how staffing and programs are configured, how the District implements sound instructional programs while maintaining compliance to Local, State, and Federal laws, how the District maintains financial accountability to the community, Alameda County Office of Education, and the State of California, and all other matters necessary in connection with the District's financials.

Composition

The most important factor in this committee is continuity. The school district has the mechanisms in place to reach out to students, parents, staff, bargaining units, and the broader community; so specific requirements are membership is unnecessary.

- A minimum of 9 members for the committee
- All members will be “at large”

KEY QUESTIONS/ANSWERS:

1. What time frame would be required to have a Board appointed committee?
 - a. Through the Maddy Act, we publish vacant seats for a minimum of 15 working days. Add time for review, recommendation, and Board action, a Board appointed Budget Committee would take three months from now to begin meeting.

FINANCIAL INFORMATION: This committee plays an integral part in the structure of our long-term budget. There is no financial cost to assemble the committee.

STRATEGIC GOALS ADDRESSED: This Board Item addresses



Objective #3: Communicate and Lead Together.

Goal: All stakeholders will collaborate and communicate about decisions that guide the sites and district.

RECOMMENDATION: Approve the Purpose and Composition of the Board Appointed Budget Committee