

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

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
CORNELL ELEMENTARY**

920 Talbot Ave.

Albany, CA 94706

TUESDAY

April 3, 2018

Open Session: 7:00 p.m. - **9:19 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 style="text-align: center;">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 style="text-align: center;">All meetings are videotaped. (To view the videos, visit www.ausdk12.org)</p>	<p style="text-align: right;">7:00 p.m.</p> <p>I. OPEN SESSION</p> <p>A) CONVENE TO OPEN SESSION</p> <p>B) ROLL CALL</p> <p>C) PLEDGE OF ALLEGIANCE</p> <p>D) READING OF AUSD MISSION & VISION STATEMENT</p> <p>E) APPROVAL OF AGENDA</p> <p>F) APPROVAL OF CONSENT CALENDAR</p> <p>(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.)</p> <ol style="list-style-type: none"> 1. Board of Education <ol style="list-style-type: none"> a) Minutes of the February 27, 2018 Board of Education Meeting------(pg.4) 2. Human Resources <ol style="list-style-type: none"> a) Certificated Personnel Assignment Order And Classified Personnel Assignment Order------(pg.12) 3. Student Services <ol style="list-style-type: none"> a) Quarterly Report on Williams Uniform Complaints -----(pg.15) 4. Curriculum, Instruction, and Assessment <ol style="list-style-type: none"> a) Independent Contractor Agreement with Berkeley Chess School for Elementary Enrichment Classes at Cornell------(pg.17)
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G) BOARD AND SUPERINTENDENT REPORT

7:15 p.m.

(5 mins.)

H) STUDENT BOARD MEMBERS' REPORT

7:20 p.m.

(5 mins.)

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

7:25 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.

J) STAFF REPORT

7:30 p.m.

1. Promoting Safe, Supportive, and Collaborative Environments for all Students and Staff-----(pg.26)
(10 mins.)

2. Special Education Update----- (pg.28)
(10 mins.)

K) REVIEW AND DISCUSSION

7:50 p.m.

1. Adoption of Elementary Instructional Materials: Reading Comprehension----- (pg.29)
(10 mins.)

L) REVIEW AND ACTION

8:00 p.m.

1. Resolution 2017-18-18: Reduction Of Classified School Services----- (pg.32)
(5 mins.)

2. Overnight Field Trip: Albany High School to Northern California State Science Olympiad Tournament
in Turlock, California----- (pg.34)
(5 mins.)

3. Timing and Sequence of Ocean View Elementary and Marin Elementary School Facilities Projects- (pg.36)
(30 mins.)

4. Amendment for Design-Build Services with Alten Construction for the Albany High School Addition
Project----- (pg.128)
(15 mins.)

5. Amendment to Derivi Castellanos Architects Agreement to Provide CHPS Commissioning Agent Services
for the Albany High School Addition----- (pg.131)
(2 mins.)

6. Independent Contractor Agreement for CHPS Consulting Services with Greenwood Consulting Group for the Albany High School Addition Project------(pg.139)
(2 mins.)
7. Amendment to Derivi Castellanos Architects Agreement to Provide Project Management Services for General Maintenance and Facilities Support------(pg.156)
(5 mins.)
8. Independent Contractor Agreement with Ryland School Business Consulting for General Financial Services Support------(pg.162)
(5 mins.)
9. Board of Education Appointment of the City of Albany Parks and Recreation Commission------(pg.172)
(5 mins.)

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

9:14 p.m.

II. ADJOURNMENT

9:19 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
April 24, 2018	7:00 – 9:30 p.m.	Albany City Hall
May 8, 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
MINUTES FOR REGULAR MEETING**

Tuesday, February 27, 2018

Closed Session: 6:00 p.m. - 7:00 p.m.

Open Session: 7:00 p.m. - 9:20 p.m.

I. OPENING BUSINESS

A) CALL TO ORDER

President Black called the meeting to order at 6:00 p.m.

B) ROLL CALL

Board Members Present: President Black, Vice President Stapleton-Gray, Board Member Blanchard, Board Member Clark, and Board Member Trutane

Staff Present: Superintendent Valerie Williams and Allan Garde, Chief Business Official

C) IDENTIFY CLOSED SESSION PURSUANT TO SECTION III BELOW

II. PUBLIC COMMENT PERIOD FOR CLOSED SESSION ITEMS

No one addressed the Board.

III. CLOSED SESSION

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

B) WITH RESPECT TO EVERY ITEM OF BUSINESS TO BE DISCUSSED IN CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54957: Personnel

C) CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Government Code Section 54956.8):

Property: 819 Bancroft way, Berkeley, California 94710, Agency Negotiator: Allan Garde, Chief Business Official. Negotiating Parties: Albany Unified School District and Bancroft Center, Inc. Under Negotiation: Price

IV. OPENING BUSINESS

A) CALL TO ORDER (Reconvene to Open Session)

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

B) ROLL CALL

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

Staff Present: Superintendent Valerie Williams; Allan Garde, Chief Business Official; Marie Williams, Director III, Curriculum, Instruction, and Assessment; Carrie Nerheim, Director I, Student Services; and Cynthia Attiyeh, Director III, Human Resources

C) PLEDGE OF ALLEGIANCE

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

D) READING OF THE AUSD MISSION & VISION STATEMENT

Student Board Member Attanayake read the AUSD Mission & Vision Statement.

E) REPORT OF ACTION TAKEN IN CLOSED SESSION

President Black reported that no action was taken in Closed Session.

F) APPROVAL OF AGENDA

President Black requested a motion to Approve: Albany Unified School District Board of Education Agenda for the February 27, 2018 Regular Meeting. Motion by Board Member Trutane, seconded by Board Member Blanchard. The motion passed unanimously.

G) APPROVAL OF CONSENT CALENDAR

1. Board of Education

a) Minutes of the January 23, 2018 Board of Education Meeting

President Black mentioned that there have been some corrections to the minutes that the Board has already seen and these corrections will be incorporated. Requested revisions included the following:

D) Reading of the AUSD Mission & Vision Statement

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

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

J) STAFF REPORT

1. Promoting Safe, Supportive, and Collaborative Environments for All Students and Staff

~~District staff highlighted some of the proactive steps students, staff, and community members are initiating in order to improve the culture and climate of our school community.~~

L) REVIEW AND DISCUSSION

2. Budget Committee

Addition: Member Blanchard expressed concern over the proposed makeup of the committee because 19 of 24 members are AUSD staff and only 5 out of 19 voting members are not staff.

O) REVIEW AND DISCUSSION(continued)

1. Special Education

Director Marie stated that ~~Program Specialists met with paraeducators at all sites and with Special Education teachers to discuss staffing concerns and potential solutions.~~ Superintendent Williams held meetings with various Special Education staff. Diane Marie held separate meetings with various staff as well, and some meetings were held with Diane Marie and the Program Specialists.

Karen Bonini, AUSD teacher, addressed the Board and shared the following.

Granted my students have ~~mental~~ mental disabilities, however it takes a strong willed person who is dedicated and committed to changing their lives to tolerate this abuse and continue to work hard towards improving my students' lives and that is what I do when I wake up every morning to help my students.

2. Human Resources

a) Certificated Personnel Assignment Order & Classified Personnel Assignment Order

3. Business Services

a) January 2018 Warrant Report

b) January 2018 Donation Report

c) Independent Contractor Agreement with Christy White & Associates for External Auditing Services for the 2017/2018 through 2019/2020 Fiscal Years

4. Curriculum, Instruction, and Assessment

a) Overnight Field Trip: Albany High School to Next Generation Jazz Festival in Monterey, California

b) Overnight Field Trip: Albany High School to Davis Model United Nations Conference at Davis, California

President Black requested a motion to Approve: Consent Calendar. Motion by Vice President Stapleton-Gray, seconded by Board Member Trutane. The motion passed unanimously.

H) BOARD AND SUPERINTENDENT REPORT

Superintendent Williams gave her time for the Superintendent's Report to Director Carrie Nerheim for her Staff Report because it is on their recent trip to the Museum of Tolerance, which Superintendent Williams attended as well.

Board Member Trutane stated that she and Superintendent Williams, along with an Albany High student, traveled to Sacramento to meet with State Assembly member Tony Thurmond and the staff of Senator Nancy Skinner to advocate for improved school funding. Superintendent Williams added that she would be in

Sacramento on Feb. 28th to speak before a Joint Committee for Special Education funding, and she encouraged parents to write letters to legislators.

Vice President Stapleton-Gray mentioned that the Albany Library, in addition to having a kiosk for laptop check-out, now also loans Wifi hotspots at no cost for up to three weeks.

Vice President Stapleton-Gray also spoke briefly about the Parkland, Florida shooting and “The Overton Window,” and hopes that we, as a community, can focus on education and information regarding gun violence and how to actually do something about it, rather than on avoiding the discussion or the research altogether.

President Black added that a Resolution will be brought to the Board in early March regarding gun violence.

I) STUDENT BOARD MEMBERS’ REPORT

Student Board Members Attanayake and Silwal provided the Board with the Student Board Member Report, which announced some of the recent and upcoming events in various AUSD schools.

Recent events included:

On Saturday, February 10th, Berkeley Chess School held an *Elementary K-5 School Championship*. Twenty-four schools participated in the tournament and Marin school students did an amazing job, winning a 1st place trophy for the school.

The *3rd Annual Black History Month Celebration* was on Thursday, February 15th, in the Ocean View Multi-use room. It was a great chance to celebrate black history in Albany.

A huge congratulations to all of *Albany High School’s Speech and Debate team* for a stellar performance at the *annual Stanford University Invitational, February 10-12, 2018*. Special shout out to Ruby T., Maria F., Milo K., Nathan S., Samantha S., Yunfan Z., and Jorjie K., for succeeding in early rounds of debate and advancing in competition to the semi-final rounds in their respective events.

Upcoming events include:

Parent Education Night: "Imagine a World Without Hate- An Anti-Defamation League Event," hosted by the Cornell, Ocean View, and Marin PTA's on Wednesday, March 7th from 6:30 - 8:00 p.m. at Cornell. This event will focus discussions on how to disrupt bigotry, bullying, and hate crimes in our community, and how to help ourselves and our children be strong allies.

Family Math Night at Cornell on Friday March 13th in the Cornell Multipurpose Room.

Albany High’s Spring Fling Dance, the social event of the year, *#Flashback Friday*, will be Friday March 16th at Memorial Hall.

The Marin Moonlight Auction will be on Saturday, March 24th, 6:00 -10:00 p.m. Tickets are on sale now and donations are welcome.

Vice President Stapleton-Gray commented that the Berkeley Chess School does an amazing job making chess accessible, and we are lucky to have them nearby.

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

No one addressed the Board.

K) STAFF REPORT

1. Promoting Safe, Supportive, and Collaborative Environments for All Students

Carrie Nerheim, Director of Student Services, presented a slideshow on a recent trip to the Museum of Tolerance in Los Angeles, California. Over 40 staff members from elementary schools attended this trip along with herself and Superintendent Williams. The trip was funded by a grant from the Museum of Tolerance. They learned about difficult and challenging events that occurred during the Holocaust, the Civil Rights Movement, the Japanese Internment, and the Cesar Chavez Movement. It was a very emotional learning experience, and some who attended are still trying to process everything that they saw there. The Museum of Tolerance provided *Tools for Tolerance for Professionals*, all free, and everything on their website is absolutely free. They have designed curriculum that is aligned with the Common Core State Standards.

Board members and staff added briefly to the conversation. One paraeducator, Athena Craig, commented on how touching the trip to the Museum was, and she was very appreciative to have been part of it. Board Member Blanchard stated that he looks forward to hearing what comes back into the classrooms later on. Board Member Trutane was excited that so many elementary teachers attended to bring these practices into the lives of younger students. Director Nerheim added that not only teachers who attended but paraeducators and office staff were included so that ‘we could all have a common language.’ Please view the [February 27, 2018 BOE video](#) to see the complete presentation.

2. Special Education Update

Diane Marie, Director of Special Education, is out of state. Superintendent Williams presented a report on paraeducators attendance rates. Public discussion identified issues surrounding the availability of substitute paraeducators to ensure full coverage. Requests were made for clarification on attendance rates (with or without sub coverage) and that data be delineated by Special Day Class and Resource Paraprofessional Specialists. Further discussion focused on Resource Paraprofessionals, the lack of funding for Special Education, the need to make more parents aware of the lack of funding, and the value of parents advocating for additional state funding. Superintendent Williams emphasized that Albany Unified School District is not fully funded by the state or federal government to meet the needs and mandates put upon the District, which is why she is advocating in Sacramento for additional funding and urging parents to write legislators.

3. Local Control Accountability Plan (LCAP) Update

Marie Williams, Director of Curriculum, Instruction, and Assessment, stated that we are in our fifth year of developing a Local Control Accountability Plan (LCAP) and provided a general overview and orientation for those who are new to the LCAP process. An important change to note is that California Education Code 52060 now specifies that the LCAP shall be effective for three (3) years and shall be updated on or before July 1st of each year. Stakeholder involvement and community input is really important in the process of updating information, and everyone in the community can be involved. Another noteworthy change this year is that the District is inviting input electronically and will provide an input Form Link on the AUSD main website by

Monday, March 5th. Additional updates will be provided throughout the spring. Please view the [February 27, 2018 BOE video](#) to see the complete presentation.

Before proceeding to the next item, Superintendent Williams recommended to move items on the Agenda: REVIEW AND ACTION Item #5: Resolution 2017-18-14: Authorizing the Issuance and Sale of General Obligation Bonds in an Aggregate Principal Amount Not to Exceed \$34 Million (Measure B) Bonds and \$10 Million (Measure E) Bonds Pending State Board of Education Approval of the District's Waiver Application to REVIEW AND ACTION #3.

Items on the Board Agenda under REVIEW AND ACTION were so reordered:

Item #5 was moved to #3;

Item #3 was moved to #4;

Item #4 moved to #5

M) REVIEW AND ACTION

1. Collective Bargaining Agreement Between the Service Employees International Union (SEIU) and the Albany Unified School District (AUSD) for 2017/18

No questions or comments. President Black requested a motion to Approve: Collective Bargaining Agreement Between the Service Employees International Union (SEIU) and the Albany Unified School District (AUSD) for 2017/18. Motion by Board Member Clark, seconded by Vice President Stapleton-Gray. The motion passed unanimously. Board Member Trutane thanked all of the members of the SEIU for the work they do and how they help keep the District running. President Black agreed.

2. Resolution 2017-18-13: Release/Non-Reelect Temporary Certificated Employees

A brief discussion focused on the notification timeline for bringing back people and what is entailed in that process for determining needs. Director Attiyeh described the difference between a “layoff,” and a “temporary release” and explained that these are releases of temporary employees, not layoffs of permanent employees.

Board Member Clark Motioned to Vote to Adopt: Resolution 2017-18-13: Release/Non-Reelect Temporary Certificated Employees. Motion seconded by Board Member Trutane. The motion passed unanimously.

~~5-3~~ Resolution 2017-18-14: Authorizing the Issuance and Sale of General Obligation Bonds in an Aggregate Principal Amount Not to Exceed \$34 Million (Measure B) Bonds and \$10 Million (Measure E) Bonds Pending State Board of Education Approval of the District's Waiver Application

Allan Garde, Chief Business Official, presented a slideshow to provide background information on and importance of this Resolution. Bonds issued would total \$44 million, to be timed to take advantage of historically low bond interest rates. With the approval of this resolution, we would be able to move forward with selecting an elementary school project and proceed with the design and implementation. Board members, staff, several consultants to AUSD including Makiko Sato, Financial Advisor from Isom Advisors, Katherine Perkins, Bond Underwriter from RBC Capital, and John Palmer, Bond Counsel from Orrick, for AUSD discussed the

interest rates, costs of construction and taxes, and the amount of interest AUSD would pay. Please view the [February 27, 2018 BOE video](#) to see the slides presented and hear the full discussion.

President Black requested a motion to approve: Resolution 2017-18-14: Authorizing the Issuance and Sale of General Obligation Bonds in an Aggregate Principal Amount Not to Exceed \$34 Million (Measure B) Bonds and \$10 Million (Measure E) Bonds Pending State Board of Education Approval of the District's Waiver Application. Motion by Vice President Stapleton-Gray, seconded by Board Member Blanchard. The motion passed unanimously.

3-4. Lease Agreement with Bancroft Center, Inc., for 819 Bancroft Way, Berkeley, CA 94710 for Temporary District Office

Chief Business Official Allan Garde stated that this proposal is to split up the District Office, not move it entirely to Berkeley. Some of the direct services such as Enrollment, Student Services, Technology, and Special Education would remain in Albany on District-owned property. Other departments such as Business, Payroll, Human Resources, etc. would move to the new site in Berkeley. It was stressed that meetings will be held at school sites in Albany so that site administrators, parents, and community members do not need to travel outside of Albany. Board members reiterated that while we are developing plans to rebuild our schools, we need to consider this split in the District Office and keep in mind that a long term plan should be to have all AUSD staff in Albany.

President Black requested a motion to approve: Lease Agreement with Bancroft Center, Inc., for 819 Bancroft Way, Berkeley, CA 94710 for Temporary District Office. Motion by Board Member Trutane, seconded by Board Member Clark. The motion passed unanimously.

4. 5. Agreement for Design-Build Services with Alten Construction for the Albany High School Addition Project

Allan Garde, Chief Business Official, presented slides and a silent video of the proposed project. Approval of this Agreement for Design-Build Services with Alten Construction would allow us to move forward with the project as approval of the construction company, but this agreement does not commit the Board to a final design. A representative from Alten Construction spoke briefly about the design-build and public bidding process with AUSD, and stressed that they welcomed feedback upon which they may elaborate the details of the design plan in the weeks ahead. Discussion among Board Members, staff, and an AUSD parent centered on the use of space, school security, and enhanced security features. There was a common consensus for the need to include security in the final design plan. Please view the [February 27, 2018 BOE video](#) to see the slides and silent video of the proposed project.

President Black added that he appreciated the level of thought and concern that went into how to do this construction without disturbing classrooms and the rest of the school.

President Black requested Motion to approve: Agreement for Design-Build Services with Alten Construction for the Albany High School Addition Project. Motion by Board Member Blanchard, seconded by Board Member

Trutane. The motion passed unanimously; however, Board Member Jacob Clark approved the vote contingent upon adding security fencing to the project.

6. Vote for Delegates for California School Boards Association 2018 (CSBA) Delegate Assembly Election
Board Members held a brief discussion about the candidates, with four vacancies available. President Black requested a vote for the slate of the four candidates: Valerie Arkin (Pleasanton USD); Amy Miller (Dublin USD); Leo Sheridan (San Leandro USD); and Annette Walker (Hayward USD). The vote was approved unanimously.

AGENDA ITEMS/MATTERS INTRODUCED BY THE BOARD

Security at School Sites/School Safety Plans

Report on Final Design for the Albany High School Addition Project (Phase 2)

V. ADJOURNMENT

The Board adjourned at 9:25 p.m.

Personnel Assignment Order: Pending Approval

BOE Meeting 4/3/2018

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>
School Psychologist	Cruz, Cecelia	Extend contract	DW	1.0 FTE	3/26/18	3/30/18	Approve	Sp Ed

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	Ernst, Joseph		DW	\$140.00/day	3/19/18		Approve	GF

Class Classified

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>
Custodian	Escobar, Maria Christina	Inc FTE to .625	Pool	.375 FTE	3/26/18		Approve	Pool
Custodian	Escobar, Maria Christina	End position to accept new position	Pool	.25 FTE	3/25/18		Approve	
Custodian	Jones, Curtis	Inc FTE to full time	DW	.375 FTE	3/26/18		Approve	GF
Custodian	Jones, Curtis	End position to accept new position	Pool	.625 FTE	3/25/18		Approve	

Monday, March 26, 2018

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BOE Meeting **4/3/2018****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>
Coach, Asst. Wrestling	Lopez, Malinda		AHS	\$1,964.04	17/18 SY		Approve	GF
Coach, Head Boy's Tennis	Breland, Taylor		AHS	\$3,387.97	17/18 SY		Approve	GF
Coach, Head JV Baseball	Anderson, John	Share w/Jones, McNulty	AHS	\$1,473.03	17/18 SY		Approve	GF
Coach, Head Swim	Salcedo, Jesus		AHS	\$3,387.97	17/18 SY		Approve	GF
Coach, Head Var. Softball	Orama, Hazel	Share with Henderson, Benford	AHS	\$1,000.00	17/18 SY		Approve	GF
Stage Crew Director	Leibow, Lisa		AMS	\$1,325.73	17/18 SY		Approve	Donations
Theater-Sets	Rodriguez, Nicole		AHS	\$36.82	17/18 SY		Approve	Donations

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>
	Couzens, Louise				3/28/18		Approve	
	Dhall, Amy				3/28/18		Approve	
	Dockens, Elaine				3/28/18		Approve	

BOE Meeting **4/3/2018**

Ingalls, Caroline	3/28/18	Approve
Mach, Nancy	3/28/18	Approve
MonPere, Sarah	3/28/18	Approve
Owen, Megan	3/28/18	Approve
Peters, Michael	3/28/18	Approve
Swenson, Kimberly	3/28/18	Approve
Vislocky, James	3/28/18	Approve
Wang, Qian	3/28/18	Approve

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of April 3, 2018

ITEM: QUARTERLY REPORT ON WILLIAMS UNIFORM COMPLAINTS

**PREPARED BY: CARRIE NERHEIM, DIRECTOR I --
STUDENT SERVICES**

TYPE OF ITEM: CONSENT

PURPOSE:

The purpose of this item is to meet the requirements of California Education Code Section 35186 that states the Superintendent of Schools is to provide a quarterly report to the local Board of Education and to the County Superintendent of Schools summarizing the nature and resolution of complaints filed under the Williams Uniform Complaint Procedures. The report must include the number of complaints by general subject area, the number of resolved and unresolved complaints, and must be publicly presented at a regularly scheduled meeting of the Board of Education.

BACKGROUND INFORMATION:

All districts are required to send a quarterly report to the County Office of Education.

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.*

RECOMMENDATION: RECEIVE THE QUARTERLY REPORT ON WILLIAM UNIFORM COMPLAINTS



Quarterly Report on *Williams* Uniform Complaints

[Education Code § 35186]

District: Albany Unified School District

Person completing this form: Carrie Nerheim Title: Director, Student Services

Quarterly Report Submission Date:

(check one and include year)

- ☐ April (for Jan-Mar)
☐ July (for Apr-June)
☐ October (for July-Sept)
☐ January (for Oct-Dec)

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

Please check the box that applies:



No complaints were filed with any school in the district during the quarter indicated above.



Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

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

Print Name of District Superintendent

Signature of District Superintendent

Date

Please return completed form to Denise Warren, Administrative Assistant
ACOE – 313 W. Winton Ave., Hayward, CA 94544-1136
FAX: (510) 670-3273 E-MAIL: dwarren@acoe.org

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Board Meeting of April 3, 2018

ITEM: **INDEPENDENT CONTRACTOR AGREEMENT WITH
THE BERKELEY CHESS SCHOOL FOR ELEMENTARY
ENRICHMENT CLASSES AT CORNELL**

PREPARED BY: **MARIE WILLIAMS, DIRECTOR III --
CURRICULUM, INSTRUCTION, AND ASSESSMENT**

TYPE OF ITEM: **CONSENT**

PURPOSE:

The purpose of this item is to receive Board approval to provide in-school enrichment programs to elementary students during the regular school day.

BACKGROUND INFORMATION:

The District ensures all students receive an equitable amount of enrichment during the school day. The District receives donations from the in-class enrichment campaign, a fundraising effort sponsored by the three Elementary Parent Teacher Associations. The District distributes the funding between the preschool and three elementary school sites based on the number of students enrolled at each site. The school site leadership teams collaborate with their colleagues to choose enrichment programs that fall within the general categories of visual arts, performing arts, strategy games, and music.

DETAILS: The Berkeley Chess School provides chess classes in AUSD elementary schools as part of the in-school enrichment program. This is a standard contract that provides the following services:

School Site: Cornell Elementary School

Name of Program: Chess Classes

Grade Level(s): 3rd grade

Number of classrooms: 4

Number of Sessions/Classroom: 1 session/week/classroom

Length of Session time: 60 minutes/session

Number of weeks: 6 weeks

Dates: April 26, 2018 - May 25, 2018

Cost: \$ 2,160.00

FINANCIAL INFORMATION: The total cost is \$2,160.00. The funding comes from

donations from the in-class enrichment campaign.

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: APPROVE THE INDEPENDENT CONTRACTOR AGREEMENT WITH THE BERKELEY CHESS SCHOOL FOR ELEMENTARY ENRICHMENT CLASSES AT CORNELL

ALBANY UNIFIED SCHOOL DISTRICT INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This agreement is hereby entered into this **3rd day of April, 2018**, in the County of Alameda, State of California, by and between the Albany Unified School District, hereinafter referred to as "DISTRICT," and **The Berkeley Chess School**

CONTRACTOR

1845 Berkeley Way

MAILING ADDRESS

Berkeley

CA

94703

CITY

STATE

ZIP

hereinafter referred to as 'CONTRACTOR.' DISTRICT and CONTRACTOR shall be collectively referred to as the Parties.

1. Contractor Services. Contractor agrees to provide the following services to District (collectively, the "Services"):

School Site: Cornell Elementary School

Name of Program: Chess Classes

Grade Level(s): 3rd grade

Number of classrooms: 4

Number of Sessions/Classroom: 1 session/week/classroom

Length of Session time: 60 minutes/session

Number of weeks: 6 weeks

Dates: April 26, 2018 - May 25, 2018

Cost: \$ 2160.00

2. Contractor Qualifications. Contractor represents and warrants to District that Contractor and all of Contractor's employees, agents or volunteers (the "Contracted Parties") have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other legal qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. If any of the Services are performed by any of Contractor's Parties, such work shall only be performed by competent personnel under the supervision of and in the employment of Contractor.

3. Term. CONTRACTOR shall:

☐ Provide services under this AGREEMENT on the following specific dates _____, _____, _____, _____, _____, _____, _____, and complete performance no later than _____;

OR

X Commence providing services under this AGREEMENT on: **to begin April 26th, 2018 and end no later than May 25th, 2018.**

There shall be no extension of the Term of this Agreement without the express written consent from all parties. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contracted Parties. In the event of early termination, Contractor shall be paid for satisfactory work performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.

4. **Termination.** Either party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other party; however the parties may agree in writing to a shorter time period for the effectiveness of such termination. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if Contractor materially violates any of the terms of this Agreement, any act or omission by Contractor or the Contracted Parties exposes District to potential liability or may cause an increase in District's insurance premiums, Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Such termination shall be effective immediately upon Contractor's receipt of said notice.
5. **Compensation.** DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **Two thousand one hundred and sixty dollars (\$2,160.00)**. DISTRICT shall pay CONTRACTOR according to the following terms and conditions:
 - a. Such compensation shall be based on:
 - ☐ An hourly rate of \$_____ for a total amount of _____ hours.
 - ☐ A daily rate of \$_____ for a total amount of _____ days.

X **A project completion sum, not to exceed \$2,160.00**

- b. Payment method shall be:

X **Upon Completion.**

- ☐ Date of Service.
- ☐ Other (Specify):

Any work performed by Contractor in excess of said amount shall not be compensated.

Payment shall be made upon approval of DISTRICT and receipt of an invoice from CONTRACTOR one copy clearly marked original. CONTRACTOR's invoice shall be sent to: Albany Unified School District, Attention: Accounts Payable, 1051 Monroe Street, Albany, CA, 94706.

6. **Equipment and Materials.** Contractor at its sole cost and expense shall provide and

furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor of the Contracted Parties, even if such Equipment is furnished, rented or loaned to Contractor or the Contracted Parties by District. Furthermore, any Equipment or workmanship that does not conform to the regulations of this Agreement may be rejected by District and in such case must be promptly remedied or replaced by Contractor at no additional cost to District and subject to District's reasonable satisfaction.

7. California Residency. Contractor and the Contracted Parties shall be residents of the State of California.
8. Indemnity. Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Education, members of the Board of Education (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from the performance of this Agreement, including but not limited to Contractor's or the Contracted Parties' use of the site; Contractor's or the Contracted Parties' performance of the Services; Contractor's or the Contracted Parties' breach of any of the representations or warranties contained in this Agreement; injury to or death of persons or damage to property or delay or damage to District or the District Parties; or for any act, error, omission, negligence, or willful misconduct of Contractor, the Contracted Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.
9. Insurance. Without in any way limiting Contractor's liability or indemnification obligations set forth in Paragraph 8 above, District reserves the right to require contractor to procure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits not less than \$1,000,000.00 each occurrence and \$1,000,000.00 in the aggregate; (ii) commercial automobile liability insurance with limits not less than \$100,000.00 each occurrence and \$100,000.00 in the aggregate; if applicable; and neither Contractor nor any of the Contracted Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insured. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If any of the required insurance is not reinstated, District may, at its sole option, terminate this Agreement. All of the policies shall also include an endorsement stating

that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties.

10. Independent Contractor Status. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that s/he and the Contracted Parties shall not be considered officers, employees, agents, partners, or joint ventures of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.
11. Taxes. All payments made by District to Contractor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. District will not withhold any money from compensation payable to Contractor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor and the Contracted Parties and otherwise in connection with this Agreement.
12. Fingerprinting/Criminal Background Investigation Certification. Contractor and the Contracted Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

☐ Contractor and the Contracted Parties shall **only have limited or no contact** (as determined by District) with District students at all times during the Term of this Agreement.

☒ The following Contracted Parties have **more than limited contact** (as determined by District) with District students during the Term of this Agreement:

Eric Shaughnessy.

[Attach and sign additional pages, as needed.]

☒ All of the Contracted Parties noted above, at no cost to District, have completed background checks and have been fingerprinted under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints reveal that none of these Contracted Parties have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information, including additional personnel, which differs in any way from the representations set forth above, Contractor shall immediately notify District and prohibit any new personnel from having

any contact with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any such contact is permissible.

13. Tuberculosis Certification. Contractor and the Contracted Parties shall at all times comply with the tuberculosis ("TB") certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

☐ Contracted Parties shall **only have limited or no contact** (as determined by District) with District students at all times during the Term of this Agreement.

☒ The following Contracted Parties shall have **more than limited contact** (as determined by District) with District students during the Term of this Agreement and, at no cost to District, have received a TB test in full compliance with the requirements of Education Code section 49406: **Eric Shaughnessy.**

Contractor shall maintain on file the certificates showing that the Contracted Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Contractor further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any such contact is permissible.

14. Confidential Information. Contractor shall maintain the confidentiality of and protect from unauthorized disclosure any and all individual student information received from the District, including but not limited to student names and other identifying information. Contractor shall not use such student information for any purpose other than carrying out the obligations under this agreement. Upon termination of this Agreement, Contractor shall turn over to District all educational records related to the services provided to any District student pursuant to this Agreement.
15. Assignment. Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District.
16. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Contractor and District and their respective successors and assigns.
17. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

18. Amendments. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties.
19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate court in Alameda County, California.
20. Non-Discrimination. PROVIDER 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.
21. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to Contractor at the address located next to the party signatures below, or if delivered at or sent by registered or certified mail to the last business address known to the person who sends the notice.
22. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. Contractor agrees that it shall comply with all legal requirements for the performance of duties under this agreement and that failure to do so shall constitute material breach.
23. Attorney Fees. If any legal action is taken to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other reasonable costs and expenses incurred in connection with that legal action.
24. Liability of District. Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect or incident damages, including but not limited to lost profits in connection with this Agreement.
25. Entire Agreement. This Agreement is intended by the parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.
26. Subject To Approval of Board. This Agreement confers no legal or equitable rights until it is approved by the District Board of Education at a lawfully conducted public meeting.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

DISTRICT:

ALBANY UNIFIED SCHOOL DISTRICT

By: _____

Name: Marie Williams

Title: Director III

Curriculum, Instruction, and Assessment

Address for District Notices:

Albany Unified School District

1051 Monroe Street

Albany, CA 94706

Date of Board Approval: _____

CONTRACTOR:

The Berkeley Chess School

Tax Identification Number:

(confidential)

By: _____

Name: Elizabeth Shaughnessy

Title: President

Berkeley Chess School

Address for Contractor Notices:

Berkeley Chess School

1845 Berkeley Way

Berkeley, CA 94703

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of April 3, 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:

Albany Coming Together (ACT) Recommendations Review

The ACT Advisory Committee will be reviewing the recommendations that were presented to the board at the February 14th board meeting. The purpose of this review will be to examine what is working, what needs further research, what needs to go to sites for review, and what needs to be implemented. This was the first of four meetings which are being held once a month with the goal of providing a three year action plan to the Board of Education in June, 2018.

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.e.*



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 AND STAFF

**ALBANY UNIFIED SCHOOL
DISTRICT BOARD AGENDA BACKUP**

Regular Meeting of April 3, 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 SELPA and State information about how Albany's challenges with paraeducators relate to other districts.

BACKGROUND INFORMATION:

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

DETAILS:

The NR SELPA Director will provide input from SELPAs throughout California on paraeducator recruitment, retention, and attendance. In addition, she will provide a comparison of paraeducator compensation among districts in the NR SELPA.

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.

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of April 3, 2018

**ITEM: ADOPTION OF ELEMENTARY INSTRUCTIONAL MATERIALS:
READING COMPREHENSION**

**PREPARED BY: MARIE WILLIAMS, DIRECTOR III --
CURRICULUM, INSTRUCTION AND ASSESSMENT**

TYPE OF ITEM: REVIEW AND DISCUSSION

PURPOSE: The purpose of this item is to review and discuss the proposed adoption of elementary instructional materials for reading comprehension.

BACKGROUND INFORMATION:

Since 2013-2014, grant-funded Teachers on Special Assignment, in conjunction with Elementary Curriculum Council, have been leading the District's efforts to review, pilot, and recommend instructional materials aligned to Common Core State Standards.

During the 2017-2018 school year, the last year of grant-funded Teachers on Special Assignment, the Elementary Curriculum Council has been working to complete its process of fully implementing Common Core State Standards for Reading and Language Arts and creating a coherent, systematic, and comprehensive K-5 literacy program.

As shown in the graphic "Building Blocks of Reading Proficiency Skills Needed to Read" there are several components to developing proficiency in reading and students must develop skills systematically. At the March 13, 2018 Board of Education meeting, District staff presented a proposal for the adoption of instructional materials to support the teaching of phonemic awareness and decoding.

DETAILS:

During the fall of 2017, approximately thirty teachers, at all three elementary schools, in Kindergarten through fifth grade piloted one of two reading comprehension programs: "Being a Reader" published by Center for the Collaborative Classroom and "Units of Study in Reading" published by Heinemann.

When the pilot committee met in November 2017, the committee was unable to make a recommendation regarding a reading comprehension program; both programs received equal support for adoption. The original six-week pilot timeline was extended through winter recess to allow pilot teachers to experience both programs prior to reconvening and making decision which program to recommend for adoption.

On March 21, 2018, the pilot committee reconvened and “Units of Study in Writing” was recommended by a majority of pilot teachers. While many pilot teachers noted that both programs were strong, teachers observed that the Units of Study in Reading program encouraged and produced deeper student discourse (partner talk and whole class discussion); integrated seamlessly with the Units of Study in Writing adopted Districtwide in 2016; emphasized and reinforced the importance of students’ “eyes on text” (i.e. ample time allotted for reading); and over time would produce the greatest academic outcomes for students.

Next Steps: In making the recommendation to adopt Units of Study in Reading, pilot teachers identified the need for professional development, teacher collaboration time, the systematic development of classroom libraries, and ongoing classroom coaching support to successfully implement the new program.

FINANCIAL INFORMATION:

The cost for one six-classroom set of materials for grades K-5 is approximately \$1,200. The total cost to purchase materials for all three school sites is approximately is \$25,200.

Additional costs will be incurred to build leveled student libraries (i.e. fiction and nonfiction texts at a variety of reading levels), provide professional development, and support ongoing collaboration and coaching. Funds have been allocated in this year’s Local Control and Accountability Plan to support the implementation of this reading comprehension program.

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.*

<p>RECOMMENDATION: REVIEW AND DISCUSS THE PROPOSED ADOPTION OF ELEMENTARY INSTRUCTIONAL MATERIALS: READING COMPREHENSION</p>

Building Blocks of Reading Proficiency Skills Needed to Read

The Building Blocks of Reading Proficiency					
Concepts about Print	Phonological and Phonemic Awareness		Decoding and Word Recognition	Fluency	Vocabulary
	Printed Materials Provide Information	Listen for Sounds Rhyming Words	Match Sounds to Spellings High Frequency Words	Accuracy	Screening: CORE Vocabulary Diagnostic: Words Their Way or QRI
	Parts of a Book	Words in Sentences	Short Vowels		Screening: CORE Vocabulary Diagnostic: Words Their Way or QRI
	Title and Author	Syllables in Words	Consonant Blends		Word Classification
		Track and Order Phonemes	Long Vowels		Antonyms & Synonyms
	Directionality	Phoneme Isolation	Vowel Digraphs And Diphthongs	Rate	Affixes and Roots
	Distinguish Letters from Words	Phoneme Identification	R-controlled Letter/Sound Associations		Multiple Meaning Words
	Identify Letters, Words, and Sentences	Phoneme Comparison	Multisyllabic words		Homophones and Homographs
		Phoneme Blending	Compounds Words		Word Learning Strategies
Match Oral Words to Print	Phoneme Deletion	Phoneme Segmentation	Contractions	Prosody	Word Origins and Derivatives
		Phoneme Addition	Inflectional Forms		Figurative Language and Idioms
		Phoneme Substitution			
Recognize and Name all Letters (Upper/lowercase)	Phoneme Deletion	Phoneme Addition	Inflectional Forms	Prosody	Comprehension

This chart shows the sequence of reading skill development. Skills are developed from left to right and top to bottom. When students have not fully developed skills early in the chart, their ability to develop higher order skills is compromised. Chart provided by Mary Pippitt-Cervantes.

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of April 3, 2018

ITEM: RESOLUTION 2017-18-18: REDUCTION OF CLASSIFIED SERVICES

PREPARED BY: CYNTHIA ATTIYEH, HUMAN RESOURCES DIRECTOR

TYPE OF ITEM: REVIEW AND ACTION

PURPOSE:

The purpose of this item is to reduce services and support provided by classified staff for the 2017-18 school year.

BACKGROUND INFORMATION: Yearly, the district determines which, if any classified positions need to be reduced due to lack of work/lack of funds. Employees who are affected by the lay-off are placed on a 39 month re-hire list. Should the funds or work return, the employees are contacted to return to work in order of seniority.

DETAILS: Classified staff will be reduced by 4.7142 FTE.

KEY QUESTIONS AND ANSWERS:

Q: Are the classified employees who are laid-off eligible for unemployment?

A: Human resources will provide employees affected by the lay-offs with information on how to file for unemployment benefits. The Employment Development Department makes the determination as to whether or not a person receives unemployment benefits.

FINANCIAL INFORMATION: General Fund – \$167,434.00

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: Approve Resolution 2017-18-18: Reduction Of Classified Services

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
RESOLUTION 2017-18-18**

REDUCTION OF CLASSIFIED SCHOOL SERVICES FOR THE 2017-2018 SCHOOL YEAR

WHEREAS, Education Code sections 45101, 45114, 45117, 45298 and 45308 authorize the district to layoff classified employees for lack of work and/or lack of funds upon sixty (60) days prior notice; and

WHEREAS due to a lack of work and/or a lack of funds, certain services now being provided by the District must be reduced/eliminated;

NOW, THEREFORE, BE IT RESOLVED that as of the 30th day of June, 2018, the following positions be reduced/eliminated:

Position	FTE
Library Technician	2.5
Para-educator: TK-12	.667
Para-educator: Elementary Math	.8597
Athletic Clerk	.6875
Total	4.7142

BE IT FURTHER RESOLVED that the District Superintendent or designee be authorized and directed to give notice of termination of employment to the affected employee(s) of this District pursuant to District rules and regulations and applicable provisions of the Education Code not later than sixty (60) days prior to the effective date of such reduction or discontinuance as set forth above.

BE IT FURTHER RESOLVED that the District Superintendent or designee be authorized and directed to take any other actions necessary to effectuate the intent of this resolution.

The foregoing Resolution was adopted at a regularly called meeting of the governing board of the Albany Unified School District on the 3rd of April, 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of April 3, 2018

**ITEM: OVERNIGHT FIELD TRIP: ALBANY HIGH SCHOOL
TO NORTHERN CALIFORNIA STATE SCIENCE OLYMPIAD
TOURNAMENT IN TURLOCK, CALIFORNIA**

**PREPARED BY: MARIE WILLIAMS, DIRECTOR III --
CURRICULUM, INSTRUCTION, AND ASSESSMENT**

TYPE OF ITEM: REVIEW AND ACTION

PURPOSE:

All field trips and excursions that occur overnight require prior approval from the Board of Education. Requests shall be presented to the Board of Education at least one month in advance of departure unless the timing of the event and the Board meeting schedule do not provide sufficient time for prior approval or make prior approval impractical.

BACKGROUND INFORMATION/DETAILS:

[Science Olympiad](#) is an international nonprofit organization devoted to improving the quality of science education, increasing interest in science and providing recognition for outstanding achievement in science education by both student and teachers. Throughout the school year, students prepare for the Science Olympiad tournaments, a series of rigorous academic interscholastic competitions that consist of team events and workshops.

The competition builds STEM knowledge through hands-on, engaging and competitive events covering materials outside of the standard curriculum offered in classes, as well as promotes student-led self studying and improve learning strategies. In April, the top four (4) teams will compete in the Northern California (NorCal) Science Olympiad State Finals. The winning team from the state competitions advances to the National Tournament in May.

Albany High School is one of four (4) qualified teams to participate in the Northern California State Science Olympiad Tournament held at the California State University, Stanislaus. Students will be tested in their knowledge of science and mathematic topics, interact with professors and scientists, and learn about career options in the field of sciences.

Fifteen (15) students from the Albany High School Science Olympiad Club, along with their advisor and six (6) chaperones, will leave Albany on Friday April 13th, 2018 and will return on Saturday April 14th, 2018. While Albany High School has participated in this competition before, this is the first time participation in the competition will include an overnight stay.

DATES OF TRIP: April 13 - 14, 2018

FINANCIAL INFORMATION:

The total field trip fee per student is **\$90.00**. Funding will come from donations from families. No student will be denied the opportunity to participate.

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: REVIEW AND APPROVE THE OVERNIGHT FIELD TRIP:
ALBANY HIGH SCHOOL TO NORTHERN CALIFORNIA STATE SCIENCE
OLYMPIAD TOURNAMENT IN TURLOCK, CALIFORNIA**

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP
Regular Meeting of April 3, 2018**

ITEM: **TIMING AND SEQUENCE FOR OCEAN VIEW ELEMENTARY
AND MARIN ELEMENTARY SCHOOL FACILITIES PROJECTS**

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

TYPE OF ITEM: **REVIEW AND ACTION**

PURPOSE: To review and approve the proposed plan for timing and sequence of the Ocean View Elementary and Marin Elementary Facilities Projects.

BACKGROUND INFORMATION:

Seismic Evaluations: At the [August 11, 2015 Board Meeting](#), the Board reviewed the population growth impacts of the City of Albany 2035 projections by the City of Albany. The Board also reviewed an analysis of the benefits and challenges of renovating or rebuilding. The report noted that rebuilding would be slightly more expensive upfront, but would generate a wide range of benefits that make it more cost effective long-term. At the [May 14, 2013 Board Meeting](#), the Board reviewed a second Opinion Seismic Evaluation Report from KPW Structural Engineers which reiterated the seismic deficiencies of Marin Elementary School and Ocean View Elementary School. At the [November 13, 2012 Board Meeting](#), the Board reviewed Seismic Evaluation Reports for Marin Elementary and Ocean View Elementary from R.P. Gallagher.

Bond Measures B & E: At the [June 28, 2016 Regular Board Meeting](#), the Board certified the results of the Statewide Primary Election with Albany voters approving Bond Measures B & E. At the [February 23, 2016 Regular Board Meeting](#), the Board approved Resolution 2015-16-10 and 2015-16-11 to place two bond measures on the ballot for the June 7, 2016 Statewide Primary Election. At the [September 24, 2015 Special Workstudy](#), the Board reviewed results from community polling on priorities for a potential bond measure.

Bond Issuances: At the [February 27, 2018 Regular Board Meeting](#), the Board approved issuance of the second series of bond measures pending approval of the State Bonding Capacity Waiver Application. At the [February 13, 2018 Regular Board Meeting](#), the Board approved Resolution 2017-18-12 seeking a waiver from the State on Bonding Capacity Limits. At the [November 8, 2016 Regular Board Meeting](#), the Board reviewed results of the first issuance of Bond Measures B & E totaling \$32.5 Million saving taxpayers over \$6.5 Million compared to original estimates.

Integrated Design / Sustainability Committee: At the [May 9, 2017 Regular Board Meeting](#), the Board adopted Board Policy 3510: Green School Operations. At the [August 9, 2016 Regular Board Meeting](#), the Board adopted Board Resolution: 2016-17-01: Sustainability & the Design and Construction of High Performance Schools. At the [June 21, 2016 Regular Board Meeting](#), the Albany Unified School District Integrated Design / Sustainability Committee presented an update based on their work and recommended the Board adopt a resolution to follow the guidelines and best practices of CHPS, a non-profit organization founded in 1999 dedicated to making schools better places to learn by providing resources on all aspects of school design, construction, and operation. The top two overarching goals this committee has for our facilities is to create safe and accessible campuses with developing high-quality learning environments.

Facilities Steering Committee: At the [November 14, 2017 Regular Board Meeting](#), the Board reviewed a realignment of the Facilities Master Plan and discussed the Albany High School Addition Project as the second project. At the [June 27, 2017 Regular Board Meeting](#), the Board approved the creation of an ad-hoc Facilities Steering Committee to review provide a recommendation to the Board on the timing and sequence of the remaining facilities projects.

DETAILS: A full plan for the Ocean View Elementary and Marin Elementary construction projects has taken over five years to develop. The plan needed to address the following questions:

1. Is seismic safety work required?
2. How much construction work is required?
3. What funding is available for the work?
4. Where will students be located during construction?
5. What timeframe is planned for construction?

Extensive research, discussion, and collaboration over multiple years and through multiple methods have allowed the following questions to be addressed, as noted below, which allow this plan to be brought to the Board:

1. Is seismic safety work required?

a. R.P. Gallagher Seismic Evaluation Report (November 29, 2012) noted that: should a magnitude 6.8 to 7.0 earthquake occur on the Hayward fault, it is likely that the buildings, in their present condition, will suffer serious structural damage and be unusable. We believe that building collapse is unlikely, but some wall-roof separations may occur, resulting in possible localized sagging of roofs.

b. KPW Structural Engineers Seismic Evaluation Report (April 24, 2013) noted that: The results of our evaluation are similar to those presented in the reports by R.P. Gallagher Associates Inc... Retrofits of this nature are commonly performed and often can be implemented economically and with a minimal impact to the function or appearance of the building.

2. How much construction work is required?

- a. Facilities Master Plan (March 25, 2014) noted that:

Classroom Buildings A, B, D, E, F and G - Marin Elementary School – Appendix A

Built in 1973, the buildings consist of wood frame roofs supported by masonry and plywood. The walls are supported by conventional shallow foundations. The majority of the HVAC system consists of high efficiency packaged rooftop A/C units in fair condition. Condensate from these units can be seen staining the ceilings inside the buildings.

These buildings were designed to employ an instructional philosophy that is now antiquated and no longer in use by the site. Classrooms were designed in threes and connected in the middle by a common work space, which is too small to be used as a shared instructional or collaboration space. On this site those rooms have been converted to storage or large electrical rooms. In the '70s windows were thought to be distracting for youth and were therefore used very little. The classrooms at Marin have very little daylight, and no view windows. The rooms are small and because of their awkward space, feel smaller than they are. Tight corners become un-useable instructional space. Overall, these are very poor educational spaces.

Multi-Purpose and Kitchen Building C

This building was built with the previously discussed classroom buildings and it uses the same kind of construction. Similar to the 1973 classroom buildings, this building also contributes to an awkwardly shaped, undersized, multi-purpose room. Even with multiple lunch periods, many children still have to eat lunch outside because of limited indoor space. The kitchen is a simple warming kitchen, which is typical in this District.

Additional spaces in this building include a staff lounge, which doubles as a workroom. Copy machines so close to food is not recommended. This room is undersized for the number of staff.

Buildings - Ocean View Elementary School – Appendix B

Built in 1975, the main buildings consist of 3 single-story structures connected by covered walkways. The roof is flat with a sloped elevated clerestory at each classroom. The roof is wood frame and is supported by masonry and wood stud walls on conventional slab foundations. Seismic analysis findings indicate that the collector connections would be significantly overstressed if subjected to current code level seismic forces.

The building appears to be in good overall structural condition with no significant deterioration observed.

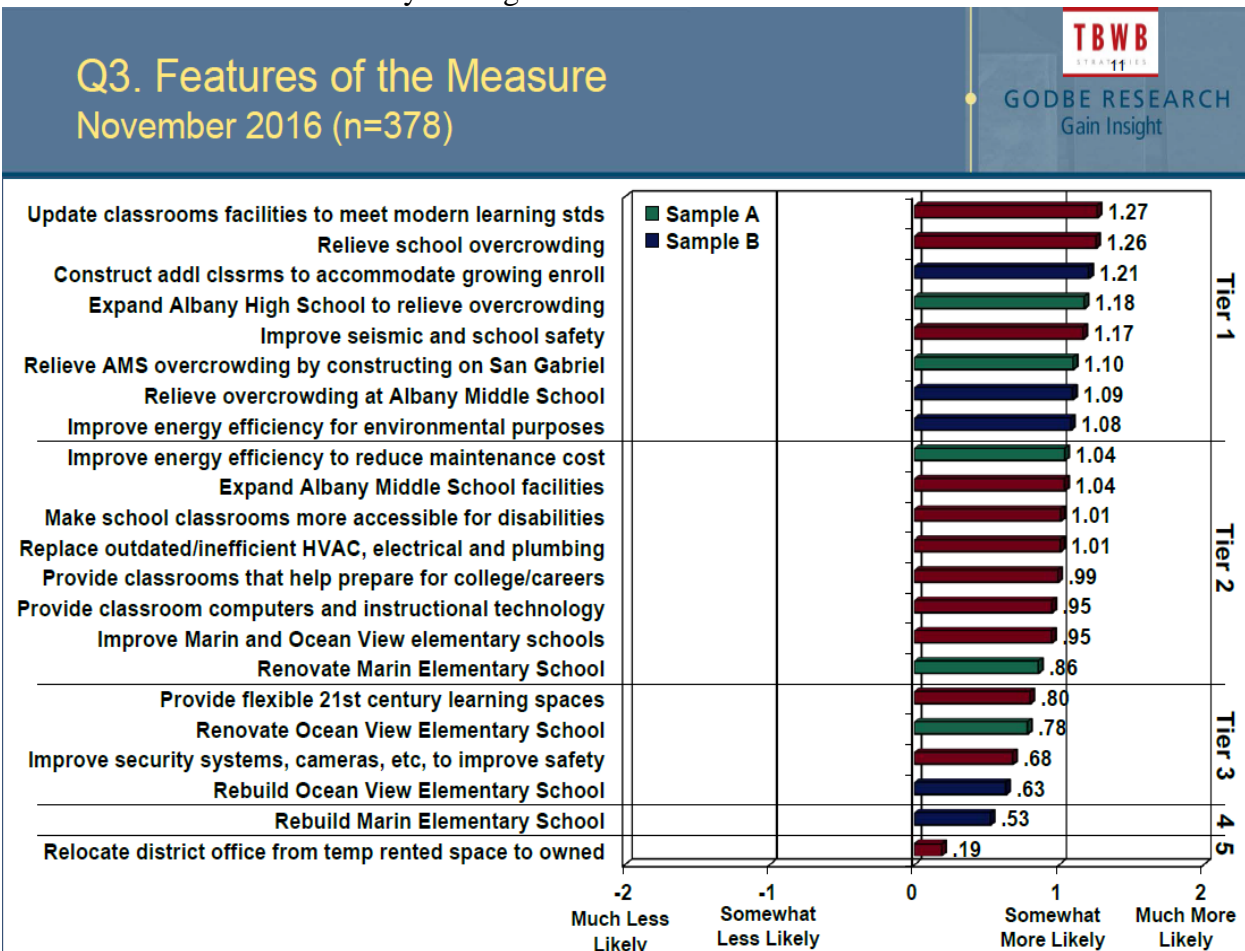
This elementary school was originally designed to accommodate a middle school, making the Multi-Purpose Room and Library spaces larger than elementary school state standards. Therefore, the Multi-Purpose Room and Library are a good size for the functions of this school. However, the finishes are dated and both spaces are lacking in storage. The Library is not currently organized or furnished in a way that contributes to the current curriculum or use.

Classrooms are also a good size. Some classrooms have poor acoustics and are lacking in natural daylight. The spaces lack storage opportunities for instruction materials and require additional elements, like sinks, to make the spaces more flexible. This is especially true with regard to the science room, which is inadequate for an extensive science curriculum.

Over the years, programs were added to the site, however spaces did not exist for those programs. Additional rooms were built in spaces like the library, making programs disjointed and spread around campus. There is also a lack of rooms for functions like ELD and counseling.

As stated in the site portion of this facility analysis, site circulation is poor. Part of this is due to classroom configuration and a complex building footprint.

b. 2015 Community Polling



- c. Derivi Castellanos Architects Study of Renovate vs Rebuild (August 11, 2015) – Appendix C – noted that:

We are not able to retrofit the seismic deficiencies without bringing the entire building up to applicable current code requirements. Focusing on retrofitting only addresses seismic safety. It does not address the need to accommodate future enrollment growth, limits the ability to provide an optimal learning environment, does not allow students, staff, and the community to benefit from the positives of sustainability and utilize best practices, and maintains pressure on our operating budget through higher energy usage. Code requirements descriptions are noted in Exhibit A.

- d. Collaborative for High Performing Schools (CHPS) Resolution (August 9, 2016) – Appendix D – noted that:

...every new school, new building, and major modernization project – within the budget for the project – meet the CHPS Criteria...and that the focus be on criteria in the following priority areas:

1. Student performance and staff health through measures such as daylighting, natural ventilation, the use of non toxic-emitting materials, and sound insulation or isolation to minimize noise and enhance classroom acoustical quality, and flexible and adaptable classrooms.

3. What funding is available for the work?

- a. 2016 Bond Measures B & E

The Board placed two bond measures on the June 7, 2016 Statewide Primary Election as noted in Appendix E and F. Both bond measures were approved by Albany voters.

- b. State Funding from Proposition 51

An application for State funding for current projects is in process. By the end of the 2018 calendar year, we will be certain on the funding we can expect from Proposition 51. Even though Proposition 51 was \$9 billion for funding school facilities across the State, a major portion of the funding was to reimburse school districts for projects completed prior to 2016. Current estimates of the New Construction and Modernization dollars from Proposition 51 are planned to be reserved by the Fall of 2018. This means we could anticipate some level of funding for the Albany Middle School Annex / Albany High School Addition, but receipt of funding for the Marin Elementary and Ocean View Elementary projects cannot be expected until a potential subsequent State school facilities bond is approved.

4. Where will students be located during construction?

Through the discussions, since we became aware of the seismic deficiencies of Marin Elementary and Ocean View Elementary, a plan for teaching students relocated by the construction was needed. Logistical and financial concerns were expressed about theoretical possibilities surrounding utilizing a school in a neighboring city, dramatically shifting the hours school was in session, and placing a large amount of portables in Albany on a temporary basis. Two overarching goals were outlined:

- a. Students will stay in Albany and in Albany USD schools
- b. Keep bond funds for permanent buildings

Therefore, teaching students during construction, would be achieved by completing both the Albany Middle School Annex and Albany High School Addition projects and temporarily maintain all existing portable classrooms across the school district. These added classrooms will add capacity for us to teach students in Albany USD schools during construction. Due to the complexity and variability of factors associated with this, a more detailed plan on hold until the timing and sequence for Marin Elementary and Ocean View Elementary is set.

5. What timeframe is planned for construction?

Since 2012, over \$70 Billion in State and Local school funding bonds have been approved. This has created a lot of potential work for a highly specialized and highly regulated industry. In addition to this, there have been natural disasters across the globe and other major building projects that have continued to drive up costs annually. We have measures in place to mitigate this, but the longer it takes to begin Marin Elementary and Ocean View Elementary, the purchasing power of Measures B & E diminishes.

THE PLAN

Sequence	Begin Date	Project Budget Update	No State Funding	With State Funding	Difference
1	In Progress	AMS Annex	\$13,700,000	\$13,700,000	\$0
2	In Progress	AHS Addition	\$9,800,000	\$9,800,000	\$0
3	2019/20	Ocean View Elementary	\$39,500,000	\$41,500,000	\$2,000,000
4	2021/22	Marin Elementary	\$32,000,000	\$33,000,000	\$1,000,000
-	-	Add District Office	\$0	\$0	\$0
Total			\$95,000,000	\$98,000,000	\$3,000,000

The rationale to rebuild both Ocean View Elementary and Marin Elementary is to use our limited bond dollars to provide the biggest benefit to our schools long-term. Measures B & E must:

Measure B Ballot Summary:

“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?”

Measure E Ballot Summary:

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?

The rationale that we can rebuild both Ocean View Elementary and Marin Elementary is achievable with the project budgets noted in the plan through:

- Utilizing the Design-Build Method Process similar to the Albany Middle School Annex and Albany High School Addition, but more extensive due to the need to redesign and rebuild entire campuses for Ocean View and Marin.
- Target Value Design will allow contractors to propose options that will meet our target budgets. The design teams will review and consider those options that meet our current priorities and future programmatic flexibility needs.

Below is information about the number of classrooms in the current campuses compared with what is currently designed.

School	Classrooms & Afterschool	Specialty (EL, Psych, OT, RSP, Speech, Intervention)	Sq. Ft. *FMP	Designed Classrooms & Afterschool	Specialty (EL, Psych, OT, RSP, Speech, Intervention)	Sq.Ft.* Designed
Marin Elementary	23	5	44,767	26	6	47,267
Ocean View Elementary	31	4	46,173	34	8	57,105

The current designs for Ocean View Elementary (Appendix G) and Marin Elementary (Appendix H) would be reviewed through the Design-Build Method Process and could potentially change to meet programmatic priorities within the budget constraints, but discussed and agreed upon by the design committees made up of school site staff and community specialists.

Classrooms in the pod buildings of Marin Elementary and the main two buildings of Ocean View Elementary are 20% to 30% below a standard sized classroom, as depicted in Appendix I, and 50% below a standard Kindergarten sized classroom. To maximize flexibility and adaptability for ever-changing learning standards and program, classrooms need to, at least be of a standard size and be rectangular in shape.

The rationale to begin Ocean View in 2019/20 is to start the biggest project next which will mitigate the continued construction cost escalation that will diminish our purchasing power significantly.

To ensure the rebuild of Marin Elementary is protected, the remaining \$62.50 million in bond issuances from Measures B & E will be sized appropriately and connected to each project as noted below:

The Plan	No State Funding	With State Funding
Series A - 2016	\$32,500,000	\$32,500,000
AMS Annex	(\$13,700,000)	(\$13,700,000)
AHS Addition	(\$9,800,000)	(\$9,800,000)
Series A Remaining	\$9,000,000	\$9,000,000
Series B - 2018	\$35,000,000	\$35,000,000
Ocean View Elementary	(\$39,500,000)	(\$41,500,000)
Series B Remaining	\$4,500,000	\$2,500,000
Series C - 2020	\$27,500,000	\$27,500,000
State Funding	\$0	\$3,000,000
Marin Elementary	(\$32,000,000)	(\$33,000,000)

KEY QUESTIONS/ANSWERS:

1. Where can I stay up to date on progress for these projects?
 - a. Our website has been updated to now allow sign-up for news alerts for specific items of interest. Below is a link to our website for more information about our facilities projects: <https://goo.gl/q5rFSe>
2. When will I know the plan for temporarily housing elementary students during construction?
 - a. Our goal is to communicate a plan by the end of this current school year for the 2019/2020 school year. This allows the 2018/2019 school year for further analysis and discussion.

FINANCIAL INFORMATION:

The Plan	No State Funding	With State Funding
Series A - 2016	\$32,500,000	\$32,500,000
AMS Annex	(\$13,700,000)	(\$13,700,000)
AHS Addition	(\$9,800,000)	(\$9,800,000)
Series A Remaining	\$9,000,000	\$9,000,000
Series B - 2018	\$35,000,000	\$35,000,000
Ocean View Elementary	(\$39,500,000)	(\$41,500,000)
Series B Remaining	\$4,500,000	\$2,500,000
Series C - 2020	\$27,500,000	\$27,500,000
State Funding	\$0	\$3,000,000
Marin Elementary	(\$32,000,000)	(\$33,000,000)

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: Approve the timing and sequence plan of Ocean View Elementary and Marin Elementary School Facilities Projects

Exhibit A

Below is an excerpt of 1.1.3 Scope - Building Code, 89.101.3 Scope - Electrical Code, and 1.1.3 Scope - Mechanical Code:

The provisions of this code shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures throughout the State of California.

SEISMIC SAFETY CODE

- The Field Act
- ASCE 31 (American Society of Civil Engineers) – Seismic Evaluation of Buildings
- CA Code of Regulations, Title 24, Part 2: CA Building Code (2016), Chapter 16A – Structural Design
- CA Code of Regulations, Title 24, Part 2: CA Building Code (2016), Chapter 16A – Geologic Hazards

HAZARDOUS MATERIALS / SITE DEVELOPMENT CODE

- CA Code of Regulations, Title 5, Division 1, Chapter 13, Subchapter 1, Article 4, Section 14030: Standards for Development of Plans for the Design and Construction of School Facilities

ACCESSIBILITY CODE

- Americans with Disabilities Act
- CA Code of Regulations, Title 24, Part 2: CA Building Code Chapter 11B – Accessibility to Public Buildings, Public Accommodations

ENERGY EFFICIENCY CODE

- CA Code of Regulations, Title 24, Part 3: CA Electrical Code (2016)
- CA Code of Regulations, Title 24, Part 4: CA Mechanical Code (2016)
- CA Code of Regulations, Title 24, Part 6: CA Energy Code (2016)
- CA Code of Regulations, Title 24, Part 11: CA Green Building Standards / CALGreen Code (2016)

Appendix A

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NARRATIVE

Marin Elementary School

Mission

Every student shall be empowered to achieve the highest of skills academically, linguistically, and socially while developing self-esteem and creativity. We believe education is the shared responsibility of parents, students, and the community in partnership with the school.

Introduction

Marin Elementary School holds 500 students grades K-5. Marin has been a part of the Albany community since 1916, making it the oldest school in town. The campus has 24 classrooms, a multi-purpose room, a library, and multiple play areas outside for students.

Location

1001 Santa Fe Avenue, Albany, CA 94706

CAPACITY ANALYSIS

02

Albany Unified School District

Marin Elementary School

Overall Analysis

<i>Enrollment</i>	<i>Existing Square Footage</i>	<i>CDE Approved (LPP Allowance) 2006 Sq. Ft. per Pupil</i>	<i>National Median Ft. per Pupil</i>	<i>2006 Sq.</i>	<i>Differences to CDE</i>	<i>Differences to National Median</i>
538	44,767	73 39,274	122 65,636		5,493	-20,869

CDE Space Breakdown Analysis

<i>Facility Type</i>	<i>Existing Square Footage</i>	<i>CDE Minimum Requirement</i>	<i>Sq. Ft. Based on Enrollment</i>	<i>Differences to CDE Requirements</i>
Administration	1,395	3 sq. ft. per pupil. Minimum 600 sq. ft.	1,614	-219
Multi-Purpose Room (Includes Food Services)	3,429	5.3 sq. ft. per pupil. Minimum 4,000 sq. ft.	4,000	-571
Library	1,919	2.3 sq. ft. per pupil, plus 600 sq. ft.	1,837	82
Gymnasium (Includes Shower/Locker)	n/a	12.9 sq. ft. per pupil Minimum 6,828 sq. ft. * Maximum 16,000 sq. ft. *	n/a	n/a
Pupil Academic	23,140	39 sq. ft. per pupil or as approved by CDE	20,982	2,158

*Available only if there is no multipurpose room or the existing multipurpose room on the campus is inadequate

MARIN ELEMENTARY SCHOOL FACILITY ANALYSIS SUMMARY

Code Compliance and Safety

The Marin Elementary School campus consists primarily of six similar hexagonally-shaped classroom buildings and a multi-purpose building. Some of the restroom facilities, as well as the kitchen sinks, are not ADA compliant. The only accessible ramp is at Sante Fe Avenue. However, the drop-off area is not accessible. Fire access to the interior of the campus is not possible. However, truck access is allowed via public streets, three sides of the campus are covered. There is no fire service (hydrants) on campus. The buildings appear to be in good overall structural condition with no significant deterioration observed. The buildings have no sprinkler system. The original electrical branch circuit panels in classrooms should be replaced; remove boxes, bookcases, etc. from in front of the panels. Replace interior lighting; add more exterior lighting; install a new fire alarm system.

Infrastructure

If possible, enforce clearance requirements in front of electrical panels; replace interior lighting with energy efficient fixtures; coordinate with District to determine if data, CATV, clock/paging, and security camera systems meet their needs. The plumbing piping system is 30 years old and should be evaluated. The storm drain downspouts should be cleared for proper drainage. The building envelope has no wall insulation (CMU walls), minimal roof insulation, and single pane windows. These items increase mechanical energy consumption. Install a new intrusion system. Many of the classroom buildings' air inlet and outlet vents are dilapidated. The buildings have water damage at ceilings due to rooftop units' condensate leakage.

Site

The campus site is located near a major vehicular collector and a major shopping corridor, and is adjacent to neighborhood streets. The campus is separated from the adjacent neighborhood streets by significant grade changes facilitated by retaining walls. Paving areas need repair. The site is mostly hand-watered. The irrigation system is antiquated and not compliant with Title 23.

Due to the shape and placement of buildings, play space on site is very limited and is undersized for the student population. When student population increased, the site added classrooms which served instructional needs but removed a portion of the outdoor play environment. This site has mostly hard surfaces for play and is lacking in soft landscaping.

Classroom Buildings A, B, D, E, F and G

Built in 1973, the buildings consist of wood frame roofs supported by masonry and plywood. The walls are supported by conventional shallow foundations. The majority of the HVAC system consists of high efficiency packaged rooftop A/C units in fair condition. Condensate from these units can be seen staining the ceilings inside the buildings.

These buildings were designed to employ an instructional philosophy that is now antiquated and no longer in use by the site. Classrooms were designed in threes and connected in the middle by a common work space, which is too small to be used as a shared instructional or collaboration space. On this site those rooms have been converted to storage or large electrical rooms. In the '70s windows were thought to be distracting for youth and were therefore used very little. The classrooms at Marin have very little daylight, and no view windows. The rooms are small and because of their awkward space, feel smaller than they are. Tight corners become un-usable instructional space. Overall, these are very poor educational spaces.

Multi-Purpose and Kitchen Building C

This building was built with the previously discussed classroom buildings and it uses the same kind of construction. Similar to the 1973 classroom buildings, this building also contributes to an awkwardly shaped, undersized, multi-purpose room. Even with multiple lunch periods, many children still have to eat lunch outside because of limited indoor space. The kitchen is a simple warming kitchen, which is typical in this District.

Additional spaces in this building include a staff lounge, which doubles as a workroom. Copy machines so close to food is not recommended. This room is undersized for the number of staff.

Classroom Building H

This building is part of the original complex. The building's HVAC system is insufficient for the occupancy load capacity.

Although this is the oldest building on site, the size, shape and daylight in the classrooms contributes to a good education environment.

Portable Buildings

The portable buildings are showing signs of deterioration. The wall mounted heat pumps are old and near the end of their useful service life.

The placement of the portables takes up play space.



Marin Elementary School Priority List - Staff October 2013

Goals

1. 21st Century Education
Technology/Common Core/Team Teaching
2. Energy Efficiency
3. Sustainability

1. Code Compliance

Seismic/Fire and Life Safety/Accessibility

- a. New Fire Alarm System
- b. New Electrical Distribution System
- c. ADA Compliant site and buildings
- d. Fire Access
- e. Seismic Upgrades
- f. Energy Efficiency Title 24
- g. Adequate Drinking Fountains / Restrooms
- h. Gates to have panic hardware

2. Function

Do utility systems work, water, HVAC, drains, electrical, lighting, security, etc.
Are systems standardized and maintainable? Is the envelope of the building
sound (roof, windows, walls, doors, etc.)?

a. Infrastructure

Upgrade all single pane windows; insulate perimeter CMU walls (if possible); provide a canopy hood with ventilation duct to outside for KfIn; replace buildings air inlets and outlets; replace heat pumps at portables (if they are to remain); repair rooftop units; condensate drains; reroute kitchen sink drains; replace water heaters; install sprinkler alarm system

b. Drop-Off

c. Security

Classrooms lockable from the inside
New intrusion alarm

d. Fences and Gates

e. Site Lighting

f. Technology Upgrades

3. Educational Suitability

Does the space meet the needs for curriculum delivery (or your facilities educational program)?
This is typically classroom technology, adequacy of classroom, arts, labs and specialty spaces.

a. Demolish pods/rebuild (if new campus)

- improve visibility, flexibility, air adaptability, cohesive campus

b. Enlarge Multi-Purpose Room

c. Increase Play Yard Space

Soft Scape
Age Appropriate Play Structures

d. Enlarge Library/Media /Center

Computer Labs

e. Space for teacher's workroom

f. Space for teacher's lounge

g. Larger Multi-Purpose classrooms

Science labs, art rooms, culinary, music

h. Specialist Spaces

ELD, Speech, Physiologist, Reading, Occupational Therapist

i. Improve Existing Pods

Natural lighting
Technology, etc. (would be surface mounted)
Storage
Teaching Wall
Relocate Interior Partitions

j. Prepare portables w/ building

The priority list was developed by integrating PTA, Staff, and consultant concerns gathered from meetings. At the second staff meeting the design team reviewed each item with the staff. Items shown in green text are items that must be completed with any work done on site. The items shown in red are items that can be moved up or down on the priority list based on site votes. The staff members received three votes to place next to their preferred objectives. The accumulation of votes led to the overall site priorities.

Below is a general description of the three categories for prioritization:

01 CODE COMPLIANCE will have to be satisfied when any work is done on site. This includes adequate bathrooms, adequate ventilation, and California energy efficiency requirements. None of these items were votable as they are all mandatory.

02 FUNCTION is the next priority category and includes items that support the physical site and building. This includes adequate building systems such as lighting and mechanical, and appropriate low voltage and daylighting. Only basic upgrades are mandatory, other items were shown in red and can move up or down their priority category based on site votes.

03 EDUCATION SUITABILITY is the final priority category and the one most sites focused on. This category focuses on what a site and a building need to support the education curriculum. It includes items such as a fully functional science lab, a staff collaboration space, and storage rooms to remove clutter from the classrooms.

SITE PRIORITIES - STAFF

01 CODE COMPLIANCE Seismic/Fire and Life Safety/Accessibility

- A NEW FIRE ALARM SYSTEM**
- B NEW ELECTRICAL MAIN SERVICE AND DISTRIBUTION SYSTEM**
- C ENERGY EFFICIENCY / TITLE 24**
- D ADA ACCESS- BUILDINGS/SITE**
- E FIRE SPRINKLER SYSTEM**
- F FIRE ACCESS/SERVICE**
- G ADEQUATE DRINKING FOUNTAINS/RESTROOMS**

02 FUNCTION Do utility systems work, water, HVAC, drains, electrical, lighting, security, etc.; Are systems standardized and maintainable? Is the envelope of the building sound (roof, windows, walls, doors, etc.)?

- A INFRASTRUCTURE**
Upgrade all single pane windows; insulate perimeter CMU walls (if possible), provide a canopy hood with ventilation duct to outside for kiln, replace buildings' air inlets and outlets; replace heat pumps at portables (if they are to remain); repair rooftop units' condensate drains, reroute kitchen sink drains, replace water heaters, install sprinkler alarm system.
- B DROP-OFF**
- C SECURITY**
Make classrooms lockable from the inside.
New intrusion alarm.
- D FENCES AND GATES**
- E SITE LIGHTING**
- F TECHNOLOGY UPGRADES**

03

EDUCATION SUITABILITY

Does the space meet the needs for curriculum delivery (or your facilities educational program)?
This is typically classroom technology, adequacy of classroom, arts, labs and specialty spaces.

- A. DEMOLISH PODS AND REBUILD A NEW CAMPUS**
Incorporate partition walls, flexibility, and adaptability into a cohesive campus.
- B. INCREASE PLAY YARD SPACE**
Softscape.
Age appropriate play structures.
- C. LARGER MULTI-PURPOSE CLASSROOMS**
Science labs, art rooms, culinary, music.
- D. ENLARGE MULTI-PURPOSE ROOM**
- E. ENLARGE LIBRARY/MEDIA CENTER**
Computer labs.
- F. SPECIALIST SPACES**
ELD, Speech, Physiologist, Reading, Occupational Therapist.
- G. SPACE FOR TEACHER'S WORKROOM**
- H. SPACE FOR TEACHER'S LOUNGE**
- I. REPLACE PORTABLES WITH A BUILDING**
This would automatically be included in a new campus, however, if there is not a new campus, replacing the portables should still be considered.



Marin Elementary School

Priority List

October 2013 → PTA

Goals

1. 21st Century Education
Technology/Common Core/Team Teaching
2. Energy Efficiency

1. Code Compliance

Seismic/Fire and Life Safety/Accessibility

- a. New Fire Alarm System
- b. New Electrical Distribution System
- c. ADA Compliant site and buildings
- d. Fire Access
- e. Seismic Upgrades
- f. **ENERGY EFFICIENCY - TIME 24**

2. Function

Do utility systems work, water, HVAC, drains, electrical, lighting, security, etc.
Are systems standardized and maintainable? Is the envelope of the building sound (roof, windows, walls, doors, etc.)?

a. Infrastructure

Upgrade all single pane windows; insulate perimeter CMU walls (if possible); provide a canopy hood with ventilation duct to outside for Kitch, replace buildings air inlets and outlets; replace heat pumps at portables (if they are to remain); repair rooftop units condensate drains, reroute kitchen sink drains, replace water heaters, install sprinkler alarm system

b. Drop-Off

c. Security

Classrooms lockable from the inside
New intrusion alarm

d. Fences and Gates

e. Site Lighting

f. Technology Upgrades

3. Educational Suitability

Does the space meet the needs for curriculum delivery (or your facilities educational program)? This is typically classroom technology, adequacy of classroom, arts, labs and specialty spaces.

- a. **after school - and before school - DEDICATED SPACE**
Demolish pods/rebuild (if new campus)

b. Enlarge Multi-Purpose Room

c. Increase Play Yard Space

Soft Scope
Age Appropriate Play Structures

d. Enlarge Library/Media /Center

Computer Labs

e. Space for teacher's workroom

f. Space for teacher's lounge

g. Larger Multi-Purpose classrooms

Science labs, art rooms
cooking, music

h. Specialist Spaces

ELD, Speech, Physicologist, Reading, Occupational Therapist

i. Improve Existing Pods

Natural lighting
Technology, etc. (would be surface mounted)
Storage
Teaching Wall
Relocate interior Partitions

*Terrible idea!
we need a new
school*

The PTA was presented with the same priority list as the staff. Parents received two votes each. Their priorities under Function and Education Suitability are as follows:

02 FUNCTION

- | | |
|---|---------------------|
| A | INFRASTRUCTURE |
| B | TECHNOLOGY UPGRADES |
| C | SECURITY |
| D | DROP OFF |
| E | FENCES AND GATES |
| F | SITE LIGHTING |

03 EDUCATION SUITABILITY

- | | |
|---|--|
| A | DEMOLISH PODS AND REBUILD A NEW CAMPUS |
| B | LARGER MULTI-PURPOSE CLASSROOMS |
| C | ENLARGE MULTI-PURPOSE ROOM |
| D | ENLARGE LIBRARY/MEDIA CENTER |
| E | INCREASE PLAY YARD SPACE |
| F | SPECIALIST SPACES |
| G | SPACE FOR TEACHERS' LOUNGE |
| H | SPACE FOR TEACHERS' WORKROOM |
| I | SPACE FOR AFTER SCHOOL AND BEFORE SCHOOL PROGRAM |
| J | REPLACE PORTABLES WITH A BUILDING |

RECOMMENDATIONS

MARIN ELEMENTARY SCHOOL FACILITY RECOMMENDATIONS

ARCHITECTURAL

Site

The play area is to be enlarged and upgraded in all options. Currently the pod buildings make reorganizing play space difficult, as they exist in a cluster in the middle of the site. Therefore, in Option 1 where most of those buildings remain, site enlargement can be done but not as efficiently as starting from scratch.

Option 1

The play area is enlarged by removing portables. Some additional outdoor spaces can be an outdoor covered lunch area, an outdoor stage, or an outdoor classroom.

Option 2

This option more than doubles the useable play area on site. Possibilities include recreating the site garden, integrating softscape, an outdoor classroom, etc.

Building A – Kindergarten

Option 1

This building remains on site and is modernized to a like-new condition. The kindergarten classrooms are to be renovated to include the code requirements for kindergarten, i.e., access to kinder restrooms from every classroom. Directly adjacent to this building should be a play area for kindergarten children with age appropriate play equipment and surfaces.

Some walls between rooms are lacking in acoustical insulation. Site users report distracting sound penetration between spaces. Appropriate acoustic treatment should be placed in or on the walls separating classrooms.

Option 2

Demo the building in its entirety.

Building B – Administration

Option 1

This building remains on site and is modernized to a like-new condition. The current configuration of offices may not be adequate for the current or future administration. An adjacency study should be completed to determine if spaces should be moved or enlarged. The existing condition lacks specialist offices (counselor, psychologist, etc.) as well as a staff workroom. These are necessary components for the site and need to be included in any future reconfiguration, either in this building or in the nearby new building.

The classroom in this pod can be moved to the new building on site, thus allowing more space to be devoted to administration in a single building. Options for this space include a staff workroom which is currently sharing a space with the staff lounge.

Some walls between rooms are lacking in acoustical insulation. Site users report distracting sound penetration between spaces. Appropriate acoustic treatment should be placed in or on the walls separating offices.

Option 2

Demo the building in its entirety.

Building C – Multi-Purpose

All Options:

Enlarging and replacing the Multi-Purpose Building is a high priority for both staff and parents. Currently the building does not serve the needs of the site and significant alterations would have to be made to make it useful. Therefore this building in both scenarios should be demolished and rebuilt according to state standards and/or site needs. The new multi-purpose room will be enlarged and will provide a stage / performance space. It is to have a strong public presence and be accessible by the public, especially after hours for PTA meetings and community events. However, access to the space should be supervisable.

Building D, F, and G - Classrooms

Option 1

This building remains on site and is modernized to a like-new condition. Classrooms are to be upgraded with the technology standards of the District. Finishes are to be upgraded. Built-in storage should be assessed and either replaced or refurbished.

Some walls between rooms are lacking in acoustical insulation. Site users report distracting sound penetration between spaces. Appropriate acoustic treatment should be placed in or on the walls separating classrooms.

Option 2

Demo the building in its entirety

Building E – Library /Media Center

Option 1

Enlarging the Library is another high site priority. The existing Library is undersized for the site. This can be accomplished by demolishing a wall that was added adjacent to the Library to create an instruction space. Doing this would remove the instruction space from this building and it would have to be replaced in the new building. The Library/Media Center is to conform to District technology standards. Upgrade finishes and bring the building to a like-new condition. The classroom in this building is to be modernized as well, following the Building D recommendation.

Option 2

Demo the building in its entirety.

RECOMMENDATIONS

RECOMMENDATIONS

Building H – Classrooms – Original Building

Option 1

This building is from the original construction of the school. Although systems need to be upgraded, the overall size, shape, and usefulness of this building is appropriate for Option 1.

Option 2

Demo the building in its entirety.

Building I , J, K– Classroom – Portable

All Options

Portable building – remove from site. Consult with District for new location. It may be used for temporary housing on another site.

Building L and M – Classrooms – Modular Building

All Options

The top priorities on this site state a need to increase the play yard space and to increase the size of the Multi-Purpose Room. Currently, the location of this building restricts the space needed to accommodate these priorities. Also, since this building is a modular building, modernizing it to a like-new condition is not the best investment of District funds. It is recommended that this building be demolished and salvageable components are stored and/or relocated by the District.

New Building

Option 1

The new building in Option 1 consists of a single-story Multi-Purpose Building and a two-story classroom wing. Most of the pod buildings remain, as well as Building H, the original building on site. The portables and modular buildings have been removed from the site to make room for the new building and open up play area.

1. The Multi-Purpose Building should serve as a dining facility, assembly, and performance space. It should include adequate facilities for a kitchen, staff lounge, and after school program.
2. The two-story classroom wing should fulfill the technology and curriculum plan of the District.

Option 2

The new buildings will be two-story to accommodate the school population on this small site. Providing an all new two-story facility will more than double the amount of useable outdoor play space – a high priority for the site committees.

There should be three main building components:

1. The two-story classroom wing should fulfill the technology and curriculum plan of the District.
2. Two-story administration, media center, and classroom wing. Administration and media center are to be located on the first floor for easy public access and classrooms on the second floor.
3. Single-story Multi-Purpose Building. The Multi-Purpose Building should serve as a dining facility, assembly, and performance space. It should include adequate facilities for a kitchen, staff lounge, and after school program.

CIVIL

Code Compliance and Safety

It is assumed that both of the options presented would trigger a DSA review of the site accessibility and emergency vehicle access. Because the ramp along Santa Fe is in compliance, it is recommended it remain in place for either option. Each option is discussed below in terms of civil engineering.

Option 1

This option would involve adding a new classroom at the corner of Santa Fe and Marin. This building and surrounding paving surfaces would be subject to C.3 stormwater quality requirements.

A new private fire main would be required to provide a fire hydrant and sprinkler service for the new building. Because the existing site grades make it impossible for emergency vehicles to access the interior of the campus, this fire service would need to be accessible from the street frontage.

ADA access on the rest of the campus would need to be improved according to the site assessment, including areas between Buildings A and B.

Option 2

Option 2 is a complete reconstruction of the campus. All new impervious surfaces created or replaced by the project would be subject to C.3 stormwater requirements. The site topography would facilitate treatment of stormwater in bioretention areas.

All of the new buildings would have fire sprinklers served by a new fire service. Each building would have a fire department connection (FDC) that would be accessible by firefighters from the street frontage.

The new site would have a designated path of travel to each building per DSA requirements. As mentioned above, the existing ramp on Santa Fe would remain in place to serve the new campus.

LANDSCAPE

The following landscape improvements are recommended:

Selective improvements to perimeter planting and at renovated or new buildings.

Campus perimeter planting improvements are to replace overgrown and poorly spaced or sheared plantings.

Bio-filtration planting shall be incorporated where possible to treat campus and roof runoff.

Where seating is provided, it shall be configured to encourage interaction between students and create opportunities for collaboration and functional use of outdoor areas as an extension of the classroom.

Play structures shall be low maintenance, long life span structures that accommodate large numbers of children in an inclusive manner. Play elements will be age appropriate and provide a variety of physical development options. Underlying safety surfacing shall be designed to meet or exceed fall height of the structures. Play areas shall be designed to ASTM, CPSC, and ADA requirements. Play areas should be installed by or verified after installation by a certified playground safety inspector. We recommend structures such as those built by Corocord, Dynamo Play, and Elephant Play for their creative designs, high play value within a small footprint, ADA accessible designs, and durability. We recommend the use of non-infill synthetic play turf with underlying shock pads in place of pour-in-place rubber due to lower installation and maintenance costs and because it is a more versatile, attractive surface material.

RECOMMENDATIONS

RECOMMENDATIONS

Where blacktop is striped for games, the striping shall be laid out to avoid overlaps in use that could lead to playground injuries.

Typically, landscape improvements shall comply with DSA and California Building Code requirements, including CALGreen, District directives, and Title 23 Irrigation Efficiency requirements.

Paved areas shall be designed for universal access.

Concrete paving shall utilize a mix of fly ash and slag replacing approximately 50% of Portland cement in order to reduce greenhouse gas emissions, provide a significant level of recycled material content in the paving, and increase the strength of the finished paving, thereby increasing its durability and lifespan. Concrete shall be non-slip broom or soda wash finish, in order to reduce install cost and construction clean up, and will not have lamp black added, to ensure that the paving remains high-albedo and reduce the urban heat island effect over the long-term.

Where appropriate, asphalt paving shall be color coated with high-albedo, slip resistant surface treatments to provide visual interest and reduce urban heat island effect while maintaining usefully large, contiguous paved areas.

Plantings shall be climate appropriate, low water use native and adapted non-invasive exotic plants. Where possible, mowed lawn should be replaced with native, non-mowed meadow, significantly reducing irrigation and maintenance.

Irrigation systems shall be weather aware, automatically adjusted to reduce waste, and meet or exceed state and local irrigation efficiency requirements.

We recommend that although not required, the nine Bay-Friendly Landscape basic practices be followed in order to further reduce irrigation use and maintenance costs, and to protect the local environment. Landscape maintenance staff should be trained in Bay-Friendly Landscape practices. District maintenance practices should incorporate Bay-Friendly Landscape practices which reduce water use, strive to eliminate pesticide and chemical fertilizer use, and tend to reduce landscape maintenance costs. The nine Bay-Friendly practices are:

1. All soil on site is protected with a minimum of 3 inches of mulch after construction.
2. Compost is specified as the soil amendment at the rate indicated by a soil analysis to bring the soil organic matter content to a minimum of 3.5% by dry weight or 1-2 inches of compost. If the imported or site soil meets the organic content of 3.5% or more, then the requirement is waived.
3. Divert 50% of landscape construction and demolition waste by weight. Verify the local jurisdiction's minimum requirement and reporting procedures for construction and demolition (C&D).
4. Select and plant vegetation to allow for natural size and shape growth. Pruning for structural integrity and overall health is permissible. Plants adjacent to buildings or established in a row should allow for their minimum and maximum growth potential, according to a reference plant book.
5. Do not plant invasive plant species.
6. Grow drought tolerant California native, Mediterranean or climate adapted plants.
7. A maximum of 25% of total irrigated area is specified as turf, with sports or multiple use fields exempted.
8. Specify water-based irrigation controllers (automatic, self-adjusting) that includes a moisture and/or rain sensor shutoff.
9. Sprinkler and spray heads are not specified for areas less than 8 feet wide.

Option 1

An outdoor classroom at the existing tree grove at the corner of Marin and Curtis.

Picnic seating adjacent to the new lunch shelter area accommodating alternative seating options and creating space for student collaboration.

Preserve the existing farm garden and improve accessibility to it.

Campus perimeter planting improvements to replace overgrown and poorly spaced or sheared plantings. Bio-filtration planting shall be incorporated where possible to treat campus and roof runoff.

"Learning Curve" seat walls are proposed to accommodate outdoor classroom space, with shade trees and native meadows.

Option 2

An outdoor classroom at the existing tree grove at the corner of Marin and Curtis.

Boulder seating in an adjacent landscape meadow as an extension of the new lunch shelter area, accommodating alternative seating options and creating space for student collaboration.

A planted buffer between the kindergarten play yard and the adjacent campus blacktop.

A new kindergarten yard including a play structure, trike track, garden area, and outdoor classroom. Selective improvements to perimeter planting and at renovated or new buildings.

Campus perimeter planting improvements to replace overgrown and poorly spaced or sheared plantings. Bio-filtration planting shall be incorporated where possible to treat campus and roof runoff.

A larger farm garden consisting of raised planting beds, accessible permeable pathways, food harvest areas / curriculum gathering hubs, compost bins, worm composting stations, and cold frame or greenhouse structures to accommodate winter season gardening.

STRUCTURAL

Option 1

The existing buildings would be retrofitted, with the retrofit program primarily consisting of reinforcing the wall to roof connection at each building. The connections would generally consist of a Simpson "holdown" type bracket bolted to the wood framing and masonry walls at a regular spacing around the perimeter of the buildings. In addition, certain existing plywood shear walls would be reinforced through the addition of plywood or foundation bolts and certain roof collector connections would be reinforced.

The new building could be a wood framed structure with the roof consisting of plywood sheathing over prefabricated I-joists and glu-lam beams. Walls would be wood framed with lateral forces resisted by plywood shear walls. The ground floor would be a concrete slab on grade over conventional shallow foundations.

The existing retaining wall would receive minor repairs to fix localized spalled and cracked concrete.

Option 2

The new buildings could be either wood or steel framed structures. If the buildings are wood framed, the floors and roofs could consist of plywood sheathing over prefabricated I-joists and glu-lam beams. Walls would be wood framed with lateral forces resisted by plywood shear walls. If the building is steel framed, the floor and roof decks would consist of concrete topped metal decks supported by steel beams, girders, and columns. Lateral forces would be resisted by steel braced frames. The ground floor would be a concrete slab on grade over conventional shallow foundations. The existing retaining wall would receive minor repairs to fix localized spalled and cracked concrete.

RECOMMENDATIONS

MECHANICAL / PLUMBING

All mechanical options will require new energy management control systems based on the new code requirements.

Plumbing recommendations: Replace all plumbing fixtures with new plumbing fixtures and water conservation faucets.

Option 1

Mechanical Option 1: Replace existing air handling units with new packaged rooftop units. Provide new packaged rooftop units for the new building.

Air Distribution (ductwork, air inlets and outlets): Replace all existing air distribution with new.

Mechanical Option 2: Same as Option 1 but provide heating hot water condensing boilers with primary-secondary pumping system and piping distribution system and air handling units with heating coils for the new building. The administration, multi-media/library center and multi-purpose areas will have cooling. No cooling for the classrooms.

Option 2

Mechanical Option 1: Provide floor or ceiling mounted indoor air handling units with economizers and ductwork for each classroom. Provide heating hot water condensing boilers with primary-secondary pumping system and piping distribution system. Provide air handling unit with cooling for the administration area, multi-media/library center and multi-purpose areas. No cooling for the classrooms.

Mechanical Option 2: Same as Option 1 but using outdoor air handling units.

Mechanical Option 3: Provide packaged rooftop air handling units with cooling and heating.

ELECTRICAL

Option 1

Required Code Compliance and Safety

1. Provide an automatic fire alarm system to meet current code requirements. The existing system does not meet current codes.

Recommended Safety Improvements

1. Replace existing security camera system with a new system that meets current industry quality and standards.
2. Provide an intrusion alarm system with door contacts and motion sensors throughout the site.
3. Provide additional exterior security lighting throughout site.

Recommended Upgrades

1. Replace existing interior and exterior lighting systems with new energy efficient fixtures and multi-switching controls to meet current Title 24 requirements.
2. Update existing power receptacles in all spaces to meet current ADA height requirements.
3. Provide wireless data drops throughout the site.

4. Install projector system in all classrooms to conform with what has been done on the other campuses.
5. Replace existing main switchboard with new main switchboard to accommodate new building feeders and electrical loads.

Option 2

Required Electrical and Low Voltage Work

1. Demolish all existing electrical and low voltage systems on the site.
2. Provide new PG&E, Comcast and AT&T services to site.
3. Provide new power, lighting, clock/paging, intrusion alarm, security camera, data, and fire alarm systems to the new buildings.

RECOMMENDATIONS

Albany USD Master Plan

Marin Elementary School

WLC Architects, Inc.

Exist	MP	<i>Option 1 - Seismic Modernization w/ New MP & Classrooms</i>	SF	Scope	Estimated Cost
		Bldg.			
		Administration	1395	\$ 260	\$ 362,700
				\$	-
		New Multi-Use Kitchen Building	4000	\$ 350	\$ 1,400,000
		Library	1919	\$ 260	\$ 498,940
		Classrooms	16420	\$ 260	\$ 4,269,200
		Storage/Circulation/Maintenance	4482	\$ 160	\$ 717,120
				\$	-
				\$	-
				\$	-
		New Classroom Building	8736	\$ 320	\$ 2,795,520
		Classrooms (Portables) DEMO		2880 \$ 12	\$ 34,560
		Modulars DEMO		3840 \$ 12	\$ 46,080
		Site Work 2.5 Acres			\$ 750,000
		Subtotal	36952		\$ 10,874,120
		Construction Contingency		15%	\$ 1,631,118
		Design Contingency		10%	\$ 1,087,412
		Escalation Years @ %	2	4%	\$ 869,930
		Change Orders		10%	\$ 1,087,412
		Subtotal			\$ 3,044,754
		Expected Total Construction Cost			\$ 13,918,874
		Soft Costs		25%	\$ 3,479,718.40
		Total Project Cost			\$ 17,398,592

Albany USD Master Plan

Marin Elementary School

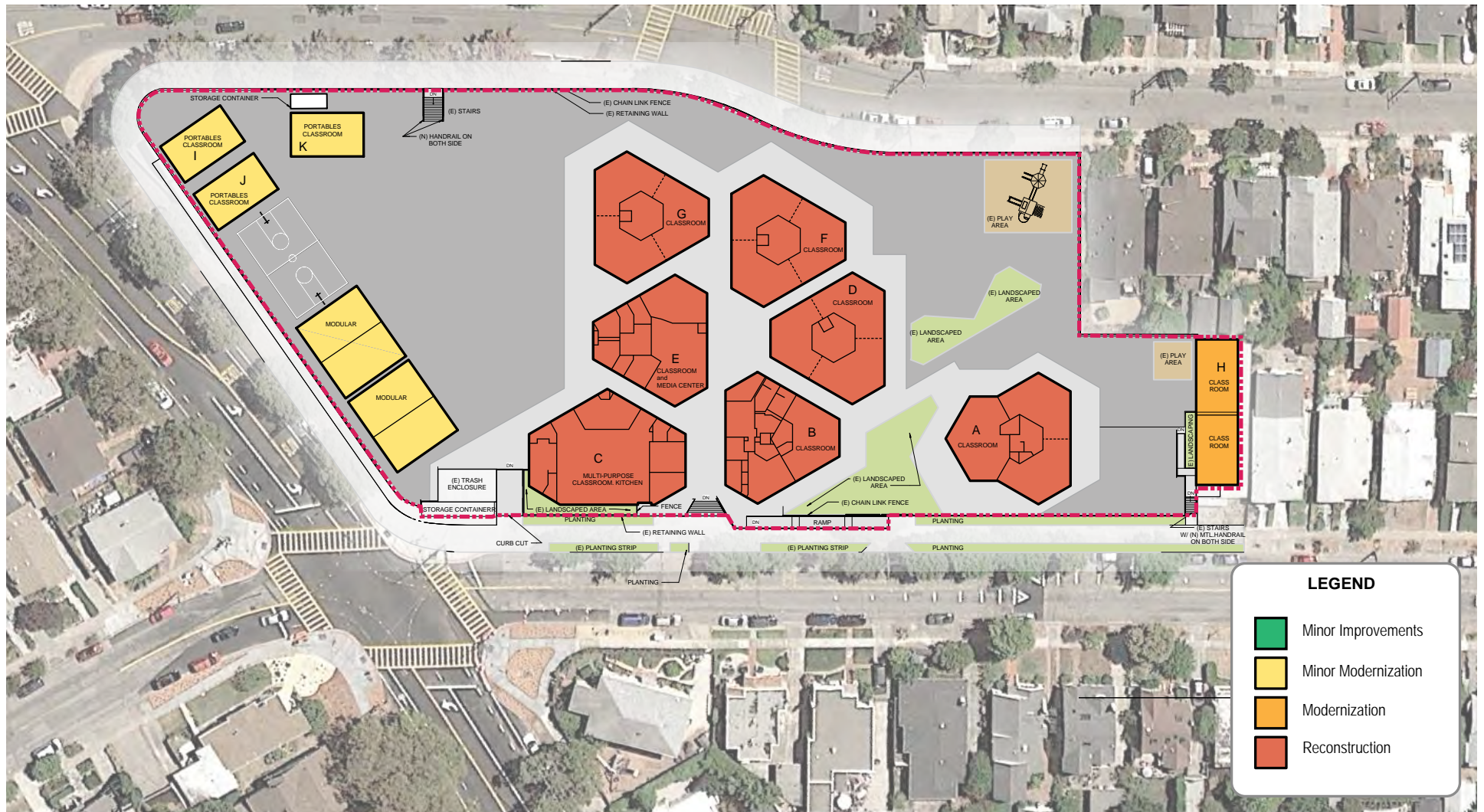
WLC Architects, Inc.

Exist	MP	Option 2 - New Building Bldg.	SF	Scope	Estimated Cost
		Administration	1614	\$ 320	\$ 516,480
					\$ -
		New Multi-Use Kitchen Building	4000	\$ 350	\$ 1,400,000
		Library	1837	\$ 320	\$ 587,840
		New Classrooms	20982	\$ 320	\$ 6,714,240
		Storage/Circulation/Maintenance	11373	\$ 320	\$ 3,639,360
					\$ -
					\$ -
					\$ -
					\$ -
		Classrooms (Portables & Modulares) DEMO	6720	\$ 12	\$ 80,640
		Main Buildings DEMO	32115	\$ 15	\$ 481,725
		Site Work 2.5 Acres			\$ 1,200,000
		Subtotal	39806		\$ 14,620,285
		Construction Contingency		10%	\$ 1,462,029
		Design Contingency		10%	\$ 1,462,029
		Escalation Years @ %	2	4%	\$ 1,169,623
		Change Orders		4%	\$ 584,811
		Subtotal			\$ 4,678,491
		Expected Total Construction Cost			\$ 19,298,776
		Soft Costs		25%	\$ 4,824,694.05
		Total Project Cost			\$ 24,123,470

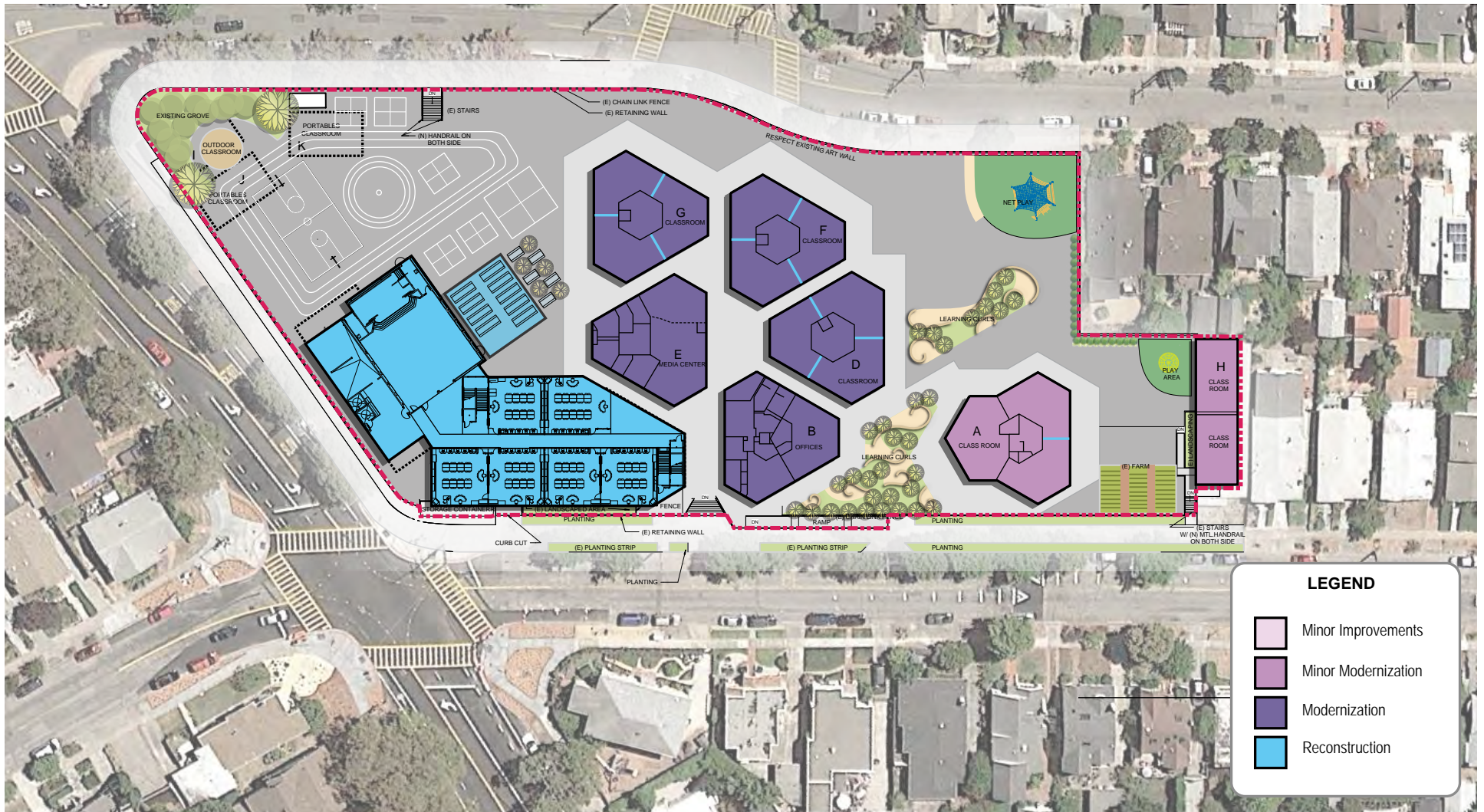


MARIN ES - ASSESSMENT GRAPHIC PLAN

04

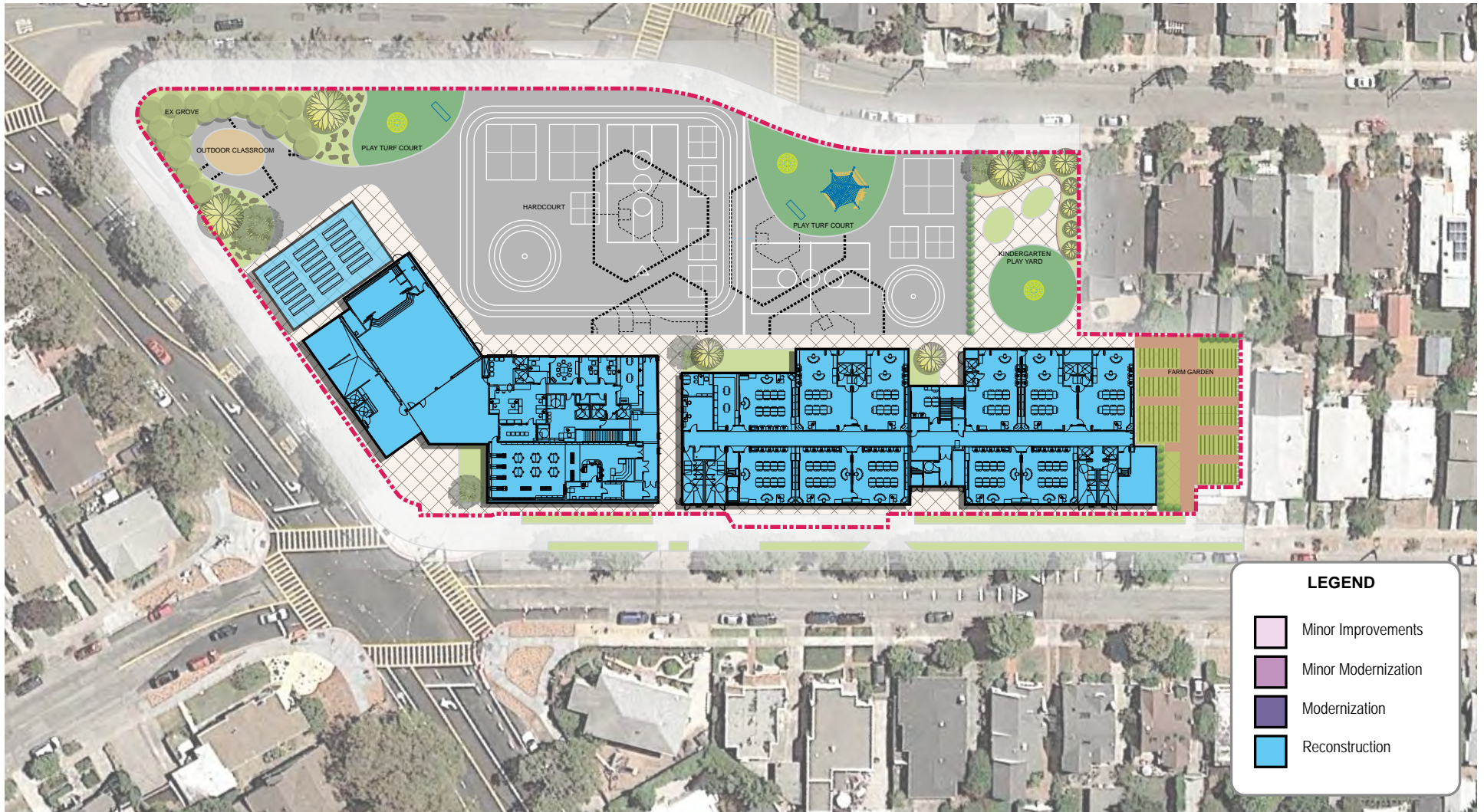


MARIN ES - MASTER GRAPHIC PLAN - OPTION 1



MARIN ES - MASTER GRAPHIC PLAN - OPTION 2

04



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NARRATIVE

Ocean View Elementary School*Introduction*

Ocean View is a kindergarten through fifth grade elementary school located near the shores of the San Francisco Bay and a neighbor to the University of California, Berkeley Family Housing. Built in 1975, OVES houses 30 classrooms, a multi-purpose room, a library, and several play areas. Around 600 students are enrolled in Ocean View every school year.

Location

1000 Jackson Street, Albany, CA 94706

CAPACITY ANALYSIS

02

Albany Unified School District

Ocean View Elementary School

Overall Analysis

<i>Enrollment</i>	<i>Existing Square Footage</i>	<i>CDE Approved (LPP Allowance) 2006 Sq. Ft. per Pupil</i>	<i>National Median 2006 Sq. Ft. per Pupil</i>	<i>Differences to CDE</i>	<i>Differences to National Median</i>
615	46,173	73 44,895	122 75,030	1,278	-28,857

CDE Space Breakdown Analysis

<i>Facility Type</i>	<i>Existing Square Footage</i>	<i>CDE Minimum Requirement</i>	<i>Sq. Ft. Based on Enrollment</i>	<i>Differences to CDE Requirements</i>
Administration	1,898	3 sq. ft. per pupil. Minimum 600 sq. ft.	1,845	53
Multi-Purpose Room (Includes Food Services)	5,796	5.3 sq. ft. per pupil. Minimum 4,000 sq. ft.	4,000	1,796
Library	4,431	2.3 sq. ft. per pupil, plus 600 sq. ft.	2,015	2,417
Gymnasium (Includes Shower/Locker)	n/a	12.9 sq. ft. per pupil Minimum 6,828 sq. ft. * Maximum 16,000 sq. ft. *	n/a	n/a
Pupil Academic	24,973	39 sq. ft. per pupil or as approved by CDE	23,985	988

*Available only if there is no multipurpose room or the existing multipurpose room on the campus is inadequate

OCEAN VIEW ELEMENTARY SCHOOL FACILITY ANALYSIS

Code Compliance and Safety

Ocean View Elementary School is located on a flat site adjacent to Village Creek on the south edge and Buchanan Street on the north edge. The school is organized around a courtyard with the Administration Office located on one end and the Library on the opposite end.

In general, the exterior CMU walls are not insulated and all exterior windows are single pane. Site accessibility is average to poor. Fire access at the site is inadequate. There is no on-site fire service and there is insufficient coverage by public fire hydrants. The buildings (except stage and storage rooms at the Multi-Purpose Room), do not meet the current California Fire Code (CFC) which requires buildings to be sprinklered if the building has an area of more than 20,000 sf; existing breaker circuit panels are inadequate; existing fire alarm system does not meet current code.

Infrastructure

The irrigation system does not comply with California State Title 23 requirements; kitchen does not have a vented canopy hood. Distribution system is inadequate; current lighting does not meet Title 24 energy efficiency guidelines. Cooling system at MDF closets is not adequate, there is no shut-off valve at gas meter, and kitchen hoods do not comply with Mechanical Code. There is no intrusion alarm system on site.

Site

Presently, there is only one access to the school which is located off Jackson Street. There is a small drop-off pullout not for students, and a smaller public lot for staff and visitors. Gates are not present at key entry points and create security issues on the campus. Key accessible routes are not in compliance with ADA, play equipment safety surface is damaged or not present; there is no site lighting. The site has adequate storm drain capacity but still has unsatisfactory drainage.

Site circulation is inefficient. Student travel time from play area to classrooms can take up to ten minutes, cutting into valuable instruction time. Also, the kindergarten play area is adjacent to a main walkway to the Multi-Purpose building, which causes congestion.

Play area on this site is undersized for the student population. The existing building layout makes large potential play areas unusable because of visibility and the need for additional supervision staff.

Buildings

Built in 1975, the main buildings consist of 3 single-story structures connected by covered walkways. The roof is flat with a sloped elevated clerestory at each classroom. The roof is wood frame and is supported by masonry and wood stud walls on conventional slab foundations. Seismic analysis findings indicate that the collector connections would be significantly overstressed if subjected to current code level seismic forces.

The building appears to be in good overall structural condition with no significant deterioration observed.

This elementary school was originally designed to accommodate a middle school, making the Multi-Purpose Room and Library spaces larger than elementary school state standards. Therefore, the Multi-Purpose Room and Library are a good size for the functions of this school. However, the finishes are dated and both spaces are lacking in storage. The Library is not currently organized or furnished in a way that contributes to the current curriculum or use.

Classrooms are also a good size. Some classrooms have poor acoustics and are lacking in natural daylight. The spaces lack storage opportunities for instruction materials and require additional elements, like sinks, to make the spaces more flexible. This is especially true with regard to the science room, which is inadequate for an extensive science curriculum.

Over the years, programs were added to the site, however spaces did not exist for those programs. Additional rooms were built in spaces like the library, making programs disjointed and spread around campus. There is also a lack of rooms for functions like ELD and counseling.

As stated in the site portion of this facility analysis, site circulation is poor. Part of this is due to classroom configuration and a complex building footprint.

FACILITY ANALYSIS

03

Ocean View Elementary School Priority List - Staff October 2013

- Goals
1. 21st Century Education
Technology/Common Core/Team Teaching
 2. Energy Efficiency
 3. Sustainability

1. Code Compliance Seismic/Fire and Life Safety/Accessibility

- a. New Fire Alarm System
- b. New Electrical Branch Service
- c. ADA Compliant site and buildings
- d. Fire Access
- e. Seismic Upgrades
- f. Energy Efficiency / Title 24
- g. Adequate Drinking Fountains / Restrooms — *classrooms*

2. Function

Do utility systems work, water, HVAC, drains, electrical, lighting, security, etc.; Are systems standardized and maintainable? Is the envelope of the building sound (roof, windows, walls, doors, etc.)?

a. Infrastructure

Upgrade all single pane windows, insulate CMU walls (if possible), retrofit irrigation to conform to California State Title 24 requirements, provide a canopy hood with ventilation duct to outside for Kitch, replace air distribution system, replace interior lighting with energy efficient lighting, replace cooling system in MDF closet, assess piping system-repair as needed, provide shut-off valve at gas meter, modify kitchen hoods to comply with California Mechanical Code, repair roof leaks.

b. Drop-Off

Parking lot creates safety issues

c. Security

Public access into classrooms too easy — *open the port*
Intrusion alarm

d. Fences and Gates

e. Site
all doors should have windows
skateboard racks

f. Technology Upgrades

Data network, telephone, television, clock/paging
MAIN OFFICE — to small

g. Breezeways

Built-in benches problematic - remove?

h. Multi-Purpose/Lunch Room Circulation

Main path to kindergarten playground and first grade line up-congested
TRAPED BETWEEN 4/5th graders / kindergarten — playground to classrooms

3. Educational Suitability

Does the space meet the needs for curriculum delivery (or your facilities educational program)? This is typically classroom technology, adequacy of classroom, arts, labs and specialty spaces.

a. Parent Room

Storage, Space for parent collaboration

b. Classrooms

acoustics, improve configuration, increase daylight in some classrooms, drain board in art room, sinks in classrooms, more cabinets/shelves, back pack hooks.
CLASSROOMS — INCREASE NUMBER

c. Enlarge Staff Work Room

currently in is an inadequate size

d. Enlarge / Improve Kindergarten Play Area

currently in is an inadequate size

e. Specialty Spaces

need more space - counseling, ELD, speech, first-aid room

f. Science Lab Room Upgrades

existing science room is to be upgraded to include sink and other necessary lab components

g. Overall Playground for small for student population

The priority list was developed by integrating PTA, Staff, and consultant concerns gathered from meetings. At the second staff meeting the design team reviewed each item with the staff. Items shown in green text are items that must be completed with any work done on site. The items shown in red are items that can be moved up or down on the priority list based on site votes. The staff members received three votes to place next to their preferred objectives. The accumulation of votes led to the overall site priorities.

Below is a general description of the three categories for prioritization:

01 CODE COMPLIANCE will have to be satisfied when any work is done on site. This includes adequate bathrooms, adequate ventilation, and California energy efficiency requirements. None of these items were votable as they are all mandatory.

02 FUNCTION is the next priority category and includes items that support the physical site and building. This includes adequate building systems such as lighting and mechanical, and appropriate low voltage and daylighting. Only basic upgrades are mandatory, other items were shown in red and can move up or down their priority category based on site votes.

03 EDUCATION SUITABILITY is the final priority category and the one most sites focused on. This category focuses on what a site and a building need to support the education curriculum. It includes items such as a fully functional science lab, a staff collaboration space, and storage rooms to remove clutter from the classrooms.

SITE PRIORITIES - STAFF

01 CODE COMPLIANCE Seismic/Fire and Life Safety/Accessibility

- A NEW FIRE ALARM SYSTEM**
- B NEW ELECTRICAL MAIN SERVICE AND DISTRIBUTION SYSTEM**
- C ENERGY EFFICIENCY / TITLE 24**
- D ADA ACCESS- BUILDINGS/SITE**
- E FIRE SPRINKLER SYSTEM**
- F FIRE ACCESS/SERVICE**
- G ADEQUATE DRINKING FOUNTAINS/RESTROOMS**

02 FUNCTION Do utility systems work, water, HVAC, drains, electrical, lighting, security, etc.; Are systems standardized and maintainable? Is the envelope of the building sound (roof, windows, walls, doors, etc.)?

- A INFRASTRUCTURE**
Upgrade all single pane windows, insulate CMU walls (if possible), retrofit irrigation to conform to California State Title 24 requirements, provide a canopy hood with ventilation duct to outside for kiln, replace air distribution system, replace interior lighting with energy efficient lighting, replace cooling system at MDF closet, assess piping system - repair as needed, provide shut-off valve at gas meter, modify kitchen hoods to comply with California Mechanical Code, repair roof leaks.
- B DROP-OFF**
The current parking lot creates safety issues. Reconfigure for bike and pedestrian safety.
- C SECURITY**
Public access into classrooms too easy.
Intrusion alarm.
- D SITE CIRCULATION**
Main path to kindergarten playground and first grade lineup gets congested. Sometimes it will take students 10 minutes to get from the play yard to classrooms. This takes away from valuable instruction time.
- E FENCES AND GATES**
- F SITE IMPROVEMENTS**
Lighting, skateboard racks.
- G TECHNOLOGY UPGRADES**
Data network, telephone, television, clock/paging.
- H OPEN UP BREEZEWAYS**
Remove problematic built-in benches.

Does the space meet the needs for curriculum delivery (or your facilities educational program)?
This is typically classroom technology, adequacy of classroom, arts, labs and specialty spaces.

- A CLASSROOMS**
Increase number, improve acoustics, improve configuration, increase daylight in some classrooms, sinks in classrooms, more cabinets/shelves, back pack hooks.
- B ENLARGE / IMPROVE KINDERGARTEN PLAY AREA**
Currently is an inadequate size.
- C REORGANIZE, IMPROVE AND IF POSSIBLE ENLARGE THE PLAYGROUND**
- D PARENT ROOM**
Storage, space for parent collaboration.
- E ENLARGE STAFF WORK ROOM**
Currently is an inadequate size.
- F SPECIALTY SPACES**
Need more space - counseling, ELD, speech, first-aid room.
- G SCIENCE ROOM UPGRADES**
Existing science room is to be upgraded to include sink and other necessary lab components.

SITE PRIORITIES - PTA

Ocean View Elementary School Priority List - PTA *Parent* November 2013

Goals

1. 21st Century Education
Technology/Common Core/Team Teaching
2. Energy Efficiency
3. Sustainability

1. Code Compliance

Seismic/Fire and Life Safety/Accessibility

- a. New Fire Alarm System
- b. New Electrical Branch Service
- c. ADA Compliant site and buildings
- d. Fire Access
- e. Seismic Upgrades
- f. Energy Efficiency / Title 24
- g. Adequate Drinking Fountains / Restrooms

2. Function

Do utility systems work, water, HVAC, drains, electrical, lighting, security, etc.: Are systems standardized and maintainable? Is the envelope of the building sound (roof/windows, walls, doors, etc.)?

a. Infrastructure

Upgrade all single pane windows, insulate CMU walls (if possible), retrofit irrigation to conform to California State Title 24 requirements, provide a canopy hood with ventilation duct to outside for KIn, replace air distribution system, replace interior lighting with energy efficient lighting, replace cooling system at MDF closet, assess piping system-repair as needed, provide shut-off valve at gas meter, modify kitchen hoods to comply with California Mechanical Code, repair roof leaks.

b. Drop-Off

Parking lot creates safety issues.

c. Security

Public access into classrooms too easy
Intrusion alarm

d. Fences and Gates

e. Site

Lighting, skateboard racks, *Inter racks*

f. Technology Upgrades

Data network, telephone, *television, clock/paging* → *21st century... infrastructure*

g. Breezeways

Built-in benches problematic - remove?

h. Multi-Purpose/Lunch Room Circulation

Main path to kindergarten playground and first grade line up-congested

i. Inefficient Circulation

reorganize site so that less time is wasted moving children from recess to class. Perhaps group the 4th and 5th sections together

3. Educational Suitability

Does the space meet the needs for curriculum delivery (or your facilities educational program)? This is typically classroom technology, adequacy of classroom, arts, labs and specialty spaces.

a. Parent Room

Storage, Space for parent collaboration

b. Increase Number of Classrooms

acoustics, improve configuration, increase daylight in some classrooms, drain board in art room, sinks in classrooms, more cabinets/shelves, back pack hooks.

c. Enlarge Staff Work Room

currently in is an inadequate size

d. Elarge / Improve Kindergarten Play Area

currently in is an inadequate size

e. Specialty Spaces

need more space - counseling, ELD, speech, first-aid room

f. Science Room Upgrades

existing science room is to be upgraded to include sink and other necessary lab components

g. Reorganize, Improve and If Possible Enlarge the Playground

The PTA was presented with the same priority list as staff. Parents received two votes each. Their priorities under Function and Education Suitability are as follows:

02 FUNCTION

- | | |
|---|---------------------|
| A | INFRASTRUCTURE |
| B | SITE CIRCULATION |
| C | SECURITY |
| D | DROP OFF |
| E | TECHNOLOGY UPGRADES |
| F | FENCES AND GATES |
| G | SITE IMPROVEMENTS |
| H | OPEN UP BREEZEWAYS |

03 EDUCATION SUITABILITY

- | | |
|---|--|
| A | CLASSROOMS |
| B | REORGANIZE, IMPROVE AND IF POSSIBLE ENLARGE THE PLAYGROUND |
| C | SCIENCE ROOM UPGRADES |
| D | ENLARGE STAFF WORKROOM |
| E | ENLARGE / IMPROVE KINDERGARTEN PLAY AREA |
| F | SPECIALTY SPACES |
| G | PARENT ROOM |

OCEAN VIEW ELEMENTARY SCHOOL FACILITY RECOMMENDATIONS

ARCHITECTURAL**Code Compliance and Safety**

Site accessibility is to be evaluated to comply with ADA guidelines. Fire access to the site is to be re-examined and truck access is to be re-designed. The buildings are to be sprinklered per current California Fire Code (CFC).

The existing electrical breaker circuit panels are to be upgraded. Install a new fire alarm system per current code.

Infrastructure

Modify the current irrigation system to comply with California State Title 23 requirements. Install vented canopy hoods to comply with current California Mechanical Code. Re-balance and or modify the existing distribution system.

Upgrade existing lighting to meet Title 24 energy efficiency guidelines. Upgrade existing cooling system at MDF closets to adequately cool rooms per equipment requirements. Install shut-off valve at gas meters. Install campus-wide intrusion alarm system.

Site

The proposed programs included "existing number of classrooms plus 1". As a result, three options were considered at this site. For all options, site upgrades are to include campus security, play equipment (safety and location based on grade level), site lighting, and site drainage. (Reference --- for graphic options).

Option 1

The existing building is to be modernized per recommendations indicated above under "Code Compliance and Safety" and "Infrastructure". The modernization is to also include seismic upgrades per Phase II seismic analysis. Construction of a new classroom building is proposed at the north side of the campus.

The existing Day Care portable has been relocated adjacent to the Multi-Purpose Room, and the kindergarten play areas have been increased.

Option 2

The existing building is to be demolished, except for the Multi-Purpose Building which is to be District-owned.

The District-owned building will undergo minor modernization as indicated above.

The new buildings will be comprised of a classroom building and an administration building containing a multi-media/library center, multi-purpose room with warming kitchen and classrooms. The classroom building is two-story, and the multi-purpose building is single story. The buildings are set back on the site such that the campus is open to Jackson Street.

A lunch shelter is to be located near the multi-purpose building.

The play areas are to be reconfigured with the kindergarten play area located adjacent to kindergarten classrooms.

The play areas for the upper grade level students are located such that they are in a more open area and more easily supervised which addresses some of the security issues on the existing campus configuration.

The drop-off and parking area is reconfigured to relieve some of the traffic congestion along Jackson Street and to separate parking from drop-off.

Option 3

New buildings as described in Option 2, except there is no District-owned building. The buildings are configured such that the buildings' facades face Jackson and Buchanan Streets, thus presenting a more closed campus.

Both play areas face the "inner" side of the campus and are adjacent to existing baseball/softball fields. Both play areas are easily supervised, even though they are in closer proximity to each other than in Option 2.

The drop-off has been reconfigured as in Option 2. The parking lot has been moved further into the campus thus allowing for a larger lot.

The frontage has been landscaped to present a "soft" street/curbside presence and to create a plaza-like entry.

CIVIL

Code Compliance and Safety

It is assumed that each of the three options presented would trigger a DSA review of the site accessibility and emergency vehicle access. Each option is discussed below in terms of Civil Engineering. All of the options would involve improvements along the project frontage to improve disabled access as well as student safety.

Option 1

This option would involve adding a new classroom to the north side of the campus. Because this work would disturb more than 5,000 square feet of existing improvements, all new work would be subject to C.3 requirements of stormwater treatment. The new building rooftop and all new paved surfaces would need to drain to stormwater treatment features such as bioretention areas or flow through planters.

RECOMMENDATIONS

A new private fire service would be required to provide a fire hydrant and sprinkler service for the new building. This dedicated fire line should be constructed to ultimately serve future buildouts of the campus.

ADA access on the rest of the campus would need to be improved according to the site assessment.

Option 2

Option 2 is a significant reconstruction of the campus that would require all new impervious surfaces to drain to stormwater treatment areas.

Because all of the new buildings would have fire sprinklers, the campus would be constructed with a new fire service.

This line would also connect to onsite fire hydrants providing coverage of the campus.

The new site would have a designated path of travel to each building per DSA requirements.

Option 3

Option 3 would move the campus buildings closer to Buchanan Street.

All new impervious surfaces including rooftops would be subject to C.3 requirements.

A new fire service would provide sprinklers and fire hydrants for fire protection. The campus configuration in Option 3 would provide excellent emergency vehicle access to all parts of the campus.

A designated path of travel would be required throughout the site, including accessible stalls at the new parking lot.

LANDSCAPE

All Options:

The following landscape improvements are recommended:

Tree plantings should buffer the campus from Buchanan Street, and between the softball field and campus.

A unique opportunity exists at Ocean View Elementary School due to its adjacency to a daylighted creek. The District should explore creation of an agreement with the University of California that would allow use of the creek as a science curriculum area. In the case of an agreement, a locked gate to the creek should be accommodated, and an accessible overlook be provided to allow participation of students who are unable to safely navigate a creek bank. A local example of a similar creek science program is in operation at John Muir Elementary School in Berkeley, California. An orchard garden, to increase the variety of farm-to-table program opportunities, to create science curriculum opportunities through tree biology, and to provide a food garden that does not require yearly replanting.

A farm garden, consisting of raised planting beds, accessible permeable pathways, food harvest areas / curriculum gathering hubs, compost bins, worm composting stations, and cold frame or greenhouse structures to accommodate winter season gardening.

Site fencing should be pushed to the edges of District property and eliminate interaction between the public and closed campus areas.

Campus perimeter planting improvements are to replace overgrown and poorly spaced or sheared plantings. Bio-filtration planting shall be incorporated where possible to treat campus and roof runoff.

Where seating is provided, it shall be configured to encourage interaction between students and create opportunities for collaboration and functional use of outdoor areas as an extension of the classroom.

We recommend the use of non-infill synthetic play with underlying shock pads in place of pour-in-place rubber due to lower installation and maintenance costs and because it is a more versatile, attractive surface material.

Play structures shall be low maintenance, long life span structures that accommodate large numbers of children in an inclusive manner. Play elements will be age appropriate and provide a variety of physical development options. Underlying safety surfacing shall be designed to meet or exceed fall height of the structures. Play areas shall be designed to ASTM, CPSC, and ADA requirements. Play areas should be installed by or verified after installation by a certified playground safety inspector. We recommend structures such as those built by Corocord, Dynamo Play, and Elephant Play for their creative designs, high play value within a small footprint, ADA accessible designs, and durability. We recommend the use of non-infill synthetic play turf with underlying shock pads in place of pour-in-place rubber due to lower installation and maintenance costs and because it is a more versatile, attractive surface material.

Where blacktop is striped for games, the striping shall be laid out to avoid overlaps in use that could lead to playground injuries.

Typically, landscape improvements shall comply with DSA and California Building Code requirements, including CALGreen, District directives, and Title 23 Irrigation Efficiency requirements.

Paved areas shall be designed for universal access.

Concrete paving shall utilize a mix of fly ash and slag replacing approximately 50% of Portland cement in order to reduce greenhouse gas emissions, provide a significant level of recycled material content in the paving, and increase the strength of the finished paving, thereby increasing its durability and lifespan. Concrete shall be non-slip broom or soda wash finish in order to reduce install cost and construction clean up, and will not have lamp black added, to ensure that the paving remains high-albedo and reduce the urban heat island effect over the long-term.

Where appropriate, asphalt paving shall be color coated with high-albedo, slip resistant surface treatments to provide visual interest and reduce urban heat island effect while maintaining usefully large, contiguous paved areas.

RECOMMENDATIONS

Plantings shall be climate appropriate, low water use native and adapted non-invasive exotic plants. Where possible, mowed lawn should be replaced with native, non-mowed meadow, significantly reducing irrigation and maintenance.

Irrigation systems shall be weather aware, automatically adjusted to reduce waste, and meet or exceed state and local irrigation efficiency requirements.

We recommend that although not required, the nine Bay-Friendly Landscape basic practices be followed in order to further reduce irrigation use and maintenance costs, and to protect the local environment. Landscape maintenance staff should be trained in Bay-Friendly Landscape practices. District maintenance practices should incorporate Bay-Friendly Landscape practices which reduce water use, strive to eliminate pesticide and chemical fertilizer use, and tend to reduce landscape maintenance costs. The nine Bay-Friendly practices are:

1. All soil on site is protected with a minimum of 3 inches of mulch after construction.
2. Compost is specified as the soil amendment at the rate indicated by a soil analysis to bring the soil organic matter content to a minimum of 3.5% by dry weight or 1-2 inches of compost. If the imported or site soil meets the organic content of 3.5% or more, then the requirement is waived.
3. Divert 50% of landscape construction and demolition waste by weight. Verify the local jurisdiction's minimum requirement and reporting procedures for construction and demolition (C&D).
4. Select and plant vegetation to allow for natural size and shape growth. Pruning for structural integrity and overall health is permissible. Plants adjacent to buildings or established in a row should allow for their minimum and maximum growth potential, according to a reference plant book.
5. Do not plant invasive plant species.
6. Grow drought tolerant California native, Mediterranean or climate adapted plants.
7. A maximum of 25% of total irrigated area is specified as turf, with sports or multiple use fields exempted.
8. Specify water-based irrigation controllers (automatic, self-adjusting) that includes a moisture and/or rain sensor shutoff.
9. Sprinkler and spray heads are not specified for areas less than 8 feet wide.

Option 1

A science garden replacing the existing concrete amphitheater, representing the California ecosystems, and that incorporates an outdoor classroom area with creek overlook.

Option 2 and Option 3

A creek/native ecosystem/science garden space including an outdoor classroom area, creek overlook, and interpretive signs that incorporate science curriculum elements. If possible, modification of the existing fencing at the adjacent daylighted creek edge should be pursued to increase visual access to the creek.

STRUCTURAL

Option 1

The existing building would be retrofitted, with the retrofit program primarily consisting of reinforcing the wall to roof connection at each building. The connections would generally consist of a Simpson “holdown” type bracket bolted to the wood framing and masonry walls at a regular spacing around the perimeter of the buildings. In addition, certain existing plywood shear walls would be reinforced through the addition of plywood or foundation bolts and certain roof collector connections would be reinforced.

The new classroom building could be a wood framed structure with the roof consisting of plywood sheathing over prefabricated I-joists and glu-lam beams. Walls would be wood framed with lateral forces resisted by plywood shear walls. The ground floor would be a concrete slab on grade over conventional shallow foundations.

Option 2

The existing multi-purpose building would be retrofitted, with the retrofit program primarily consisting of reinforcing the wall to roof connection at each building. The connections would generally consist of a Simpson “holdown” type bracket bolted to the wood framing and masonry walls at a regular spacing around the perimeter of the buildings. In addition, certain existing plywood shear walls would be reinforced through the addition of plywood or foundation bolts and certain roof collector connections would be reinforced.

The replacement building could be either a wood or steel framed structure. If the building is wood framed the floors and roofs could consist of plywood sheathing over prefabricated I-joists and glu-lam beams. Walls would be wood framed with lateral forces resisted by plywood shear walls. If the building is steel framed the floor and roof decks would consist of concrete topped metal decks supported by steel beams, girders, and columns. Lateral forces would be resisted by steel braced frames. The ground floor would be a concrete slab on grade over conventional shallow foundations.

Option 3

The new buildings could be either wood or steel framed structures. If the buildings are wood framed the floors and roofs could consist of plywood sheathing over prefabricated I-joists and glu-lam beams. Walls would be wood framed with lateral forces resisted by plywood shear walls. If the building is steel framed the floor and roof decks would consist of concrete topped metal decks supported by steel beams, girders, and columns. Lateral forces would be resisted by steel braced frames. The ground floor would be a concrete slab on grade over conventional shallow foundations.

RECOMMENDATIONS

RECOMMENDATIONS

MECHANICAL / PLUMBING

All mechanical options will require a new energy management control system based on the new code requirements.

Plumbing Recommendations: Change plumbing fixtures with new water conservation type plumbing fixtures. In addition, replace the main domestic hot water heater which has exceeded its useful service life with new.

Option 1

Mechanical Option 1: For the new single-story classroom building, provide packaged rooftop air handling unit similar to the rest of the campus. Since the existing packaged rooftop units still have half of their useful life, reuse existing packaged air handling units that are functional and replace the ones that warrant replacement.

Mechanical Option 2: Provide heating hot water condensing boilers with primary-secondary pumping system and piping distribution system. Replace all existing packaged rooftop units with new air handling units with heating coils and economizers to use more outside air when the outdoor temperature condition is right. No cooling system for the classrooms but provide cooling for the administration, multi-media/library center, and multi-purpose areas.

Air Distribution (ductwork, air inlets and outlets): Replace all existing air distribution with new.

Option 2

Mechanical Option 1: Provide packaged rooftop air handling units for the entire campus.

Mechanical Option 2: Provide heating hot water condensing boilers with primary-secondary pumping system and piping distribution system per each new building and provide air handling units with heating coils and economizers. Provide air handling unit with cooling for the administration area, multi-media/library center, and multi-purpose areas.

Option 3

Mechanical Option 1: Provide floor or ceiling mounted indoor air handling units with economizers and ductwork for each classroom. Provide heating hot water condensing boilers with primary-secondary pumping system and piping distribution system. Provide air handling unit with cooling for the administration area, multi-media/library center, and multi-purpose area. No cooling for the classrooms.

Mechanical Option 2: Same as Option 1 but using outdoor air handling units.

Mechanical Option 3: Provide packaged rooftop air handling units.

ELECTRICAL

Option 1

Required Code Compliance and Safety

1. Provide an automatic fire alarm system to meet current code requirements. The existing system does not meet current codes.

Recommended Safety Improvements

1. Replace existing security camera system with a new system that meets current industry quality and standards.
2. Provide an intrusion alarm system with door contacts and motion sensors throughout the site.
3. Provide additional exterior security lighting throughout site.

Recommended Upgrades

1. Replace existing interior and exterior lighting systems with new energy efficient fixtures and multi-switching controls to meet current Title 24 requirements.
2. Update existing power receptacles in all spaces to meet current ADA height requirements.
3. Provide wireless data drops throughout the site.
4. Install projector system in all classrooms to conform with what has been done on the other campuses.
5. Replace existing main switchboard with new main switchboard to accommodate new building feeders and electrical loads if the budget allows. If the budget does not allow for new service, the new building could be added to the existing service with a new breaker in the existing space or by bus tapping to feed a new disconnect if the existing space inside the switchboard is not large enough to allow a larger breaker size.

Option 2

Required Electrical and Low Voltage Work

1. Demolish all existing electrical and low voltage systems on the site.
2. Provide new PG&E, Comcast, and AT&T services to site.
3. Provide new power, lighting, clock/paging, intrusion alarm, security camera, data, and fire alarm systems to the new buildings.
4. Provide upgraded lighting, power, clock/paging, data/telephone, intrusion alarm, and fire alarm systems to modernized multi-purpose building.

Option 3

Required Electrical and Low Voltage Work

1. Demolish all existing electrical and low voltage systems on the site.
2. Provided new PG&E, Comcast, and AT&T services to site.
3. Provide new power, lighting, clock/paging, intrusion alarm, security camera, data, and fire alarm systems to the new buildings.

RECOMMENDATIONS

Albany USD Master Plan

Ocean View Elementary School

WLC Architects, Inc.

<i>Option 1 - Seismic Modernization w/ New Classrooms</i>					
Exist	MP	Bldg.	SF	Scope	Estimated Cost
		Administration	1898	\$ 260	\$ 493,480
					\$ -
		Multi-Use Building	5796	\$ 260	\$ 1,506,960
		Library Building	4431	\$ 260	\$ 1,152,060
					\$ -
					\$ -
		New Classrooms (4) /Restrooms	5280	\$ 320	\$ 1,689,600
		Circulation/Storage/Maintenance	3790	\$ 160	\$ 606,400
					\$ -
					\$ -
		Existing Classrooms	24973	\$ 260	\$ 6,492,980
		L - Demo Classrooms (Portables)		5280 \$ 12	\$ 63,360
					\$ -
		Site Work 5.5 Acres			\$ 750,000
		Subtotal	46168		\$ 12,754,840
		Construction Contingency		15%	\$ 1,913,226
		Design Contingency		10%	\$ 1,275,484
		Escalation Years @ %	4	4%	\$ 2,040,774
		Change Orders		10%	\$ 1,275,484
		Subtotal			\$ 6,504,968
		Expected Total Construction Cost			\$ 19,259,808
		Soft Costs		25%	\$ 4,814,952.10
		Total Project Cost			\$ 24,074,761

Albany USD Master Plan**Ocean View Elementary School**

WLC Architects, Inc.

Option 2 - New Building and Modernize Existing Multi-Purpose

Exist	MP	Bldg.	SF	Scope	Estimated Cost
		Administration	1845	\$ 320	\$ 590,400
		Demo Exist Admin		1898 \$ 15	\$ 28,470
		Multi-Use Building	4000	\$ 320	\$ 1,280,000
		Library	2015	\$ 320	\$ 644,800
		Demo Exist Library		4431 \$ 15	\$ 66,465
		Demo Exist Building		24973 \$ 15	\$ 374,595
		New Classrooms	23985	\$ 320	\$ 7,675,200
		Circulation/Storage/Maintenance	12738	\$ 320	\$ 4,076,160
		Modernize Exist. Multi-Use Building	5796	\$ 100	\$ 579,600
		Demo Circulation/Storage/Maintenance		3790 \$ 15	\$ 56,850
					\$ -
		L - Demo Classrooms (Modulars)		5280 \$ 12	\$ 63,360
					\$ -
		Site Work 5.5 Acres			\$ 2,100,000
		Subtotal	50379		\$ 17,535,900
		Construction Contingency		10%	\$ 1,753,590.00
		Design Contingency		10%	\$ 1,753,590
		Escalation Years @ %	4	4%	\$ 2,805,744
		Change Orders		4%	\$ 701,436
		Subtotal			\$ 7,014,360
		Expected Total Construction Cost			\$ 24,550,260
		Soft Costs		25%	\$ 6,137,565.00
		Total Project Cost			\$ 30,687,825

Albany USD Master Plan

Ocean View Elementary School

WLC Architects, Inc.

<i>Option 3 - New Building</i>				
Exist	MP	Bldg.	SF	Scope Estimated Cost
		Administration	1845	\$ 320 \$ 590,400
		Demo Exist Admin	1898	\$ 15 \$ 28,470
		Multi-Use Building with Kitchen	4000	\$ 350 \$ 1,400,000
		Library	2015	\$ 320 \$ 644,800
		Demo Exist Library	4431	\$ 15 \$ 66,465
		Demo Exist Building	24973	\$ 15 \$ 374,595
		New Classrooms	23985	\$ 320 \$ 7,675,200
		Circulation/Storage/Maintenance	12738	\$ 320 \$ 4,076,160
		Demo Multi-Use Building	5796	\$ 15 \$ 86,940
		Demo Circulation/Storage/Maintenance	3790	\$ 15 \$ 56,850
				\$ -
		L - Demo Classrooms (Modulars)	5280	\$ 12 \$ 63,360
				\$ -
		Site Work 5.5 Acres		\$ 2,100,000
		Subtotal	44583	\$ 17,163,240
		Construction Contingency	10%	\$ 1,716,324.00
		Design Contingency	10%	\$ 1,716,324
		Escalation Years @ %	4 4%	\$ 2,746,118
		Change Orders	4%	\$ 686,530
		Subtotal		\$ 6,865,296
		Expected Total Construction Cost		\$ 24,028,536
		Soft Costs	25%	\$ 6,007,134.00
		Total Project Cost		\$ 30,035,670

OCEAN VIEW ES - EXISTING SITE

04

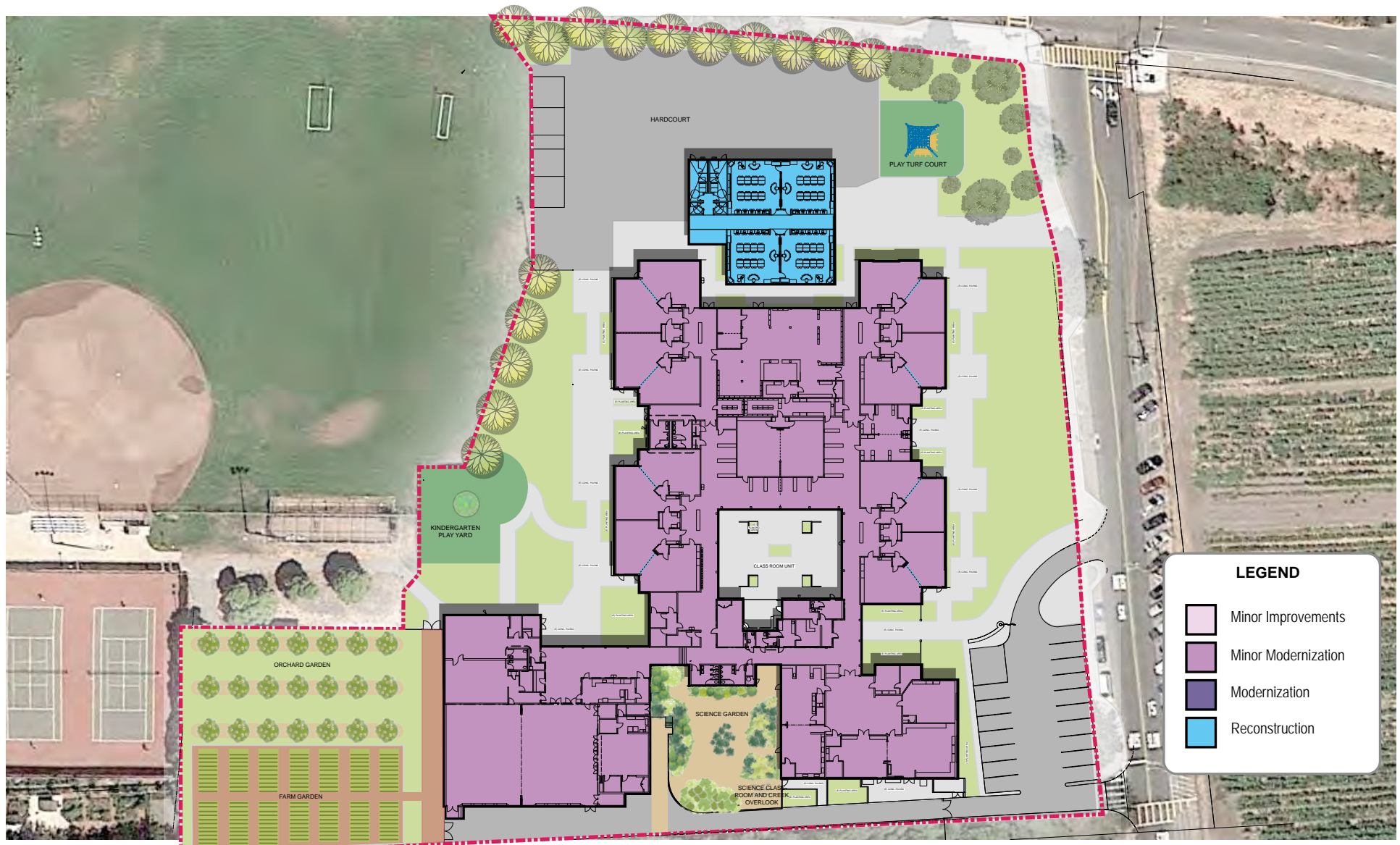


OCEAN VIEW ES - ASSESSMENT GRAPHIC PLAN



OCEAN VIEW ES - MASTER GRAPHIC PLAN - OPTION 1

04



OCEAN VIEW ES - MASTER GRAPHIC PLAN - OPTION 2



OCEAN VIEW ES - MASTER GRAPHIC PLAN - OPTION 3

04



Appendix C

EVALUATION CRITERIA

Project Cost

This study included a conceptual cost estimate for each option, attached as Appendix 1, and summarized below.

Option	Total Project Cost
Option 1: Renovate & Add 2 nd Story	\$36.2 million
Option 2: Demolish & Build New	\$38.0 million

Time to Implement

Options 1 and 2 would have similar overall implementation timelines summarized below.

Option	Design	Construction
Option 1: Renovate & Add 2 nd Story	12 months	12-14 months
Option 2: Demolish & Build New	12 months	12-14 months

Seismic Safety

Options 1 and 2 can both achieve the same level of seismic safety. Option 1 achieves seismic safety in a less cost-effective manner due to existing constraints and unknown conditions.

Ability to Accommodate Enrollment Growth

Because Option 2 allows for complete re-design of the site, this option can include provisions to accommodate future enrollment growth in a cost-effective manner. Opportunities to accommodate future enrollment growth in Option 1 are limited.

Quality of Learning Environment

Option 2 would allow the design of the new school to be guided by teacher and parent input, which would result in a learning environment superior to the best scenario possible under Option 1 (due to existing constraints). Because the existing school has 22 classrooms that are 100-200 sq. ft. smaller than typical classrooms and support spaces with poor adjacencies, it will be difficult to create an optimal learning environment within the existing building structure and campus layout under Option 1.

Sustainability

The design of either Option can and should include significant Green/Sustainable features. Examples of features that can be incorporated into either option include: material re-use, recycling, landfill diversion, selection of sustainable building materials, Forest Stewardship Council certified lumber, local sourcing of materials, electric vehicle charging stations, LED lighting, and many more.

Option 2 would lend itself much better to features such as: recycled water system, building-integrated photovoltaic panels, ultra high-efficiency HVAC, optimal daylighting, and others.

Operating/Life Cycle Costs

The operating/life cycle costs for both options would be an improvement over the current facility. Energy and physical plant costs are typically reduced by 15-30% based on more efficient equipment and operating conditions. The new Cal Green Code, which would apply to both options requires a 10-15% improvement over the current Title 24 energy efficiency benchmarks. A significant savings would also result from selection of equipment and systems that require less maintenance.

Because Option 1 would keep the existing smaller classrooms (approx. 800 Sq. Ft.), this would require more pieces of equipment, controls and devices to operate a school of the same square footage. Option 2, with larger classrooms (approx. 1,000 Sq. Ft.), would require less equipment, controls and devices to operate. Therefore, Option 1 would result in lower energy, resource and maintenance costs over its service life.

EVALUATION SUMMARY

Evaluation Criteria	Option 1	Option 2
Project Cost	+	-
Time to Implement	-	-
Seismic Safety	-	-
Enrollment Growth	-	++
Learning Environment	-	+++
Sustainability	-	++
Operating/Life Cycle Costs	-	++

+ = slightly better option
 ++ = better option
 +++ = significantly better option

ALBANY UNIFIED SCHOOL DISTRICT

Ocean View Elementary School

Two Options to Address Seismic Safety & Enrollment Growth

Estimator: Juan Barroso

Architect: -

Date of Plans: -

Date of Specs: -

Date of Estimate: 7/24/15

TOTAL PROJECT COST ESTIMATE

EXECUTIVE SUMMARY

Item	Description	Option 1: Renovate & Add 2nd Story				Option 2: Demolish & Build New			
		Building Area (Sq Ft)	Construction Cost	Total Project Cost	Constr Cost Per SF	Building Area (Sq Ft)	Construction Cost	Total Project Cost	Constr Cost Per SF
1.0	SEISMIC SAFETY/CODE*	-	3,842,283	4,793,705	-	-	-	-	-
2.0	RENOVATION or BUILD NEW	40,893	11,051,199	13,787,686	270	57,105	22,632,021	28,236,165	396
3.0	ADD 2ND STORY TO EXISTING STRUCTURE	10,000	6,510,046	8,122,057	651	-	-	-	-
4.0	HAZMAT/SITE DEV/CODE	-	2,897,878	3,615,448	-	-	6,266,805	7,818,560	-
5.0	ACCESSIBILITY/CODE	-	1,437,042	1,792,881	-	-	-	-	-
6.0	ENERGY EFFICIENCY/CODE	-	1,646,693	2,054,445	-	-	-	-	-
7.0	TEMP HOUSING	-	-	2,000,000	-	-	-	2,000,000	-
TOTAL PROJECT COST ESTIMATE		50,893	27,385,141	36,166,223	538	57,105	28,898,826	38,054,725	506

TOTAL WITHOUT SECOND STORY	40,893	20,875,095	28,044,166	510
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Notes:

- | | |
|--|--|
| 1. "Total Project Cost" includes: <ul style="list-style-type: none"> a. General Contractor markups b. Insurance and Bonds c. Design and Construction Contingencies d. Escalation to June 2017 e. Architect/Engineer Fees f. Permits g. Soft Costs | 2. "Total Project Cost" excludes: <ul style="list-style-type: none"> a. Work in the Public Right of Way b. CEQA fees or mitigation costs c. Furniture, fixtures, equipment d. Technology, IT systems |
|--|--|

* Seismic Safety (Item 1.0) will require access to areas of work provided by the Renovation Scope (Item 2.0), it will also trigger full compliance with current codes (Items 4.0, 5.0 & 6.0).

Resolution on Sustainability & the Design and Construction of High Performance Schools

Albany Unified School District Board of Education

Resolution #2016-17-01

Adopted August 9th, 2016

WHEREAS, since its incorporation in 1908, the City of Albany has a long tradition of environmental activism;

WHEREAS, the Albany Unified School District work closely together as each school campus serves not only as a center for education, but also as a gathering place and a focal point for the community around it;

WHEREAS, Students and staff are entitled to a safe and healthy school environment, and studies have indicated that student achievement is greater and attendance higher, and teacher and staff retention is improved, when the learning environment is naturally comfortable and well maintained;

WHEREAS, Schools should employ design, construction and operation strategies that minimize operating costs, in particular for energy and water use;

WHEREAS, Schools that follow sustainable design principles can contribute to our community's environment by minimizing waste and air and water pollution;

WHEREAS, new school construction, modernization and operation within the City of Albany should be in alignment with the Climate Action goals and objectives of the City of Albany General Plan;

WHEREAS, the District's program to build new schools and renovate existing ones provides a unique opportunity to move beyond standard designs;

WHEREAS, the Collaborative for High Performance Schools (CHPS) has developed comprehensive design criteria based on the latest available information on sustainable school design, construction, and operation;

WHEREAS, Schools designed to meet the CHPS criteria incorporate environmental features that provide a context for learning;

THEREFORE, BE IT RESOLVED, that the Albany Unified School District Board of Education recognizes the progress already made by the District's staff and design teams to incorporate sustainable design criteria into the District's school construction and modernization program, creating high quality learning environments that are flexible and able to adapt to change; and

RESOLVED further, that every new school, new building and major modernization project—within the budget for the project—meet the CHPS Criteria minimum qualifying point and prerequisite threshold; and that the focus be on criteria in the following priority areas:

1. Student performance and staff health through measures such as daylighting, natural ventilation, the use of non toxic-emitting materials, and sound insulation or isolation to minimize noise and enhance classroom acoustical quality, and flexible and adaptable classrooms

2. Operating cost minimization through resource efficiency and a goal of being Net Zero Energy Ready
3. Minimizing the impact of District operations on the environment
4. Taking advantage of financial incentive programs

RESOLVED further, that the Board of Education directs staff to follow the CHPS Roadmap and scorecard to ensure the efficient and complete implementation of CHPS, including creating a performance tracking system to ensure the effective implementation of the CHPS criteria throughout design, construction and operation; and

RESOLVED further, that the Board of Education endorses District participation in and directs staff to pursue partnerships that further the goal of high performance schools, including Federal, State and utility programs that provide sustainable design financial incentives, and;

RESOLVED further, that during the design phase of all District construction projects, architects and staff shall—within the budget for the project—ensure that each design meets or exceeds the minimum requirements for CHPS certification, and shall report the scores for all of the CHPS categories; and the Board strongly recommends project participation in the CHPS Verified program, and;

RESOLVED further, that the Board of Education directs staff to develop an Environmental Purchasing Policy and a Maintenance and Operations Program for existing school buildings including an annual action plan for improvements, and;

RESOLVED further, that the Board of Education directs staff to report to the Board annually on the progress of this program, and provide quarterly summary statistics on the number of new schools and modernization projects designed and the percentage which have incorporated CHPS design criteria, and other statistics useful in assessing the progress of this effort, including an annual summary assessment of energy and water use in existing buildings and the utilization of the Maintenance and Operations Program.

PASSED AND ADOPTED by the Governing Board of the Albany Unified School District on this 9th day of August 2016, by the following vote:

AYES:	5
NOES:	0
ABSTAIN:	0
ABSENT:	0

APPROVED:



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

ATTEST:



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

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

RESOLUTION NO. 2015-16-11

**RESOLUTION ORDERING SCHOOL BOND ELECTION IN AN AMOUNT NOT
TO EXCEED \$70,000,000 AND AUTHORIZING NECESSARY ACTIONS IN
CONNECTION THEREWITH**

WHEREAS, the Board of Education (the “Board”) of the Albany Unified School District (the “District”) is authorized to order elections within the District and to designate the specifications thereof, pursuant to Sections 5304 and 5322 of the Education Code of the State of California (the “Education Code”); and

WHEREAS the Board is specifically authorized to order elections for the purpose of submitting to the electors the question of whether bonds of the District shall be issued and sold for the purpose of raising money for the purposes hereinafter specified, pursuant to Education Code Sections 15100 et seq.; and

WHEREAS, pursuant to Section 18 of Article XVI and Section 1 of Article XIII A of the California Constitution, and Section 15100 of the Education Code, school districts may seek approval of general obligation bonds and levy an ad valorem tax to repay those bonds upon a vote of at least two-thirds of those voting on a proposition for the purpose, provided certain accountability measures are included in the proposition; and

WHEREAS, the Board deems it necessary and advisable to submit a bond proposition to the electors which, if approved by two-thirds of the votes cast, would permit the District to issue its bonds; and

WHEREAS, such a bond election is required to be consolidated with a statewide election, if conducted within 45 days of such election; and

WHEREAS, on June 7, 2016, a statewide primary election is scheduled to be conducted throughout the District; and

WHEREAS, the District is located entirely within the County of Alameda (the “County”) and the Alameda County Superintendent of Schools has jurisdiction over the District; and

WHEREAS, the District’s boundaries have not changed since the November 3, 2015 Election; and

WHEREAS, Section 9400 and following of the California Elections Code require that a tax rate statement be contained in all official publications and ballot pamphlets prepared, sponsored or distributed by the District which relate to the election; and

WHEREAS, this Board now desires to authorize the filing of a ballot argument in favor of the proposition to be submitted to the voters at the election; and

WHEREAS, if the project to be funded by the bonds will require State matching funds for any phase, the sample ballot must contain a statement, in form prescribed by law, advising the voters of that fact, and the Board finds that completion of all or a portion of certain of the projects planned to be financed from the bonds will not require State matching funds not yet received by the District;

NOW, THEREFORE, BE IT RESOLVED THAT THE FOLLOWING ORDER OF ELECTION AND SPECIFICATIONS OF THE ELECTION ORDER ARE HEREBY ADOPTED:

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

Section 2. Specifications of Election Order: Pursuant to Education Code Sections 5304, 5322, and 15100 and following, and applicable provisions of the Elections Code, a special election is hereby ordered to be held within the boundaries of the Albany Unified School District on June 7, 2016: The Registrar of Voters is requested to cause the exact wording of the Ballot Summary Set forth in Exhibit A to appear on the ballot, and to print the full text of the Measure contained in Exhibit A in the voter information pamphlet to be distributed to voters pursuant to Section 13307 of the Elections Code. The full text of the measure is all that text in Exhibit A hereto between the indicators:

“BEGINNING OF FULL TEXT OF MEASURE----->>>>>” and

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

Section 3. Request to County Officers to Conduct Election: The foregoing specifications of the Election Order are made pursuant to Education Code Section 5322, and the Registrar of Voters of the County (the “Registrar of Voters”) is hereby requested to take all steps to call and hold the election in accordance with law and these specifications.

Section 4. Consolidation Request; Canvass: (a) This Board hereby requests the Registrar of Voters and the Board of Supervisors of the County to order consolidation of the election with the statewide primary election and such other elections as may be held on June 7, 2016, in the same territory or in territory that is in part the same.

(b) The Board of Supervisors of the County is authorized and requested to canvass the returns of the election pursuant to Section 10411 of the Elections Code.

Section 5. Delivery of Order of Election to County Officers: The Clerk of the Board of Education of the District is hereby directed to cause to be delivered as soon as practicable, and in any event, no later than March 11, 2016 (which date is not fewer than 88 days prior to the date set for the election), one true copy of this Resolution to the Registrar of Voters of the County, including the Tax Rate Statement in substantially the form attached hereto as Exhibit B, completed and signed by the Superintendent, and to cause a second certified copy of this Resolution to be filed with the Clerk of the Board of Supervisors of the County.

Section 6. Ballot Arguments: The President of this Board, or any member or members of this Board as the President shall designate, is hereby authorized, but not directed, to prepare and file with the Registrar of Voters a ballot argument in favor of the proposition contained in Section 2 hereof, within the time established by the Registrar of Voters, which shall be considered the official ballot argument of this Board as sponsor of the proposition.

Section 7. Further Authorization: The members of this Board, the Superintendent, the Chief Business Officer, and the other officers of the District are hereby authorized and directed, individually and collectively, to do any and all things that they deem necessary or advisable in order to effectuate the purposes of this Resolution.

Section 8. No State Matching Funds. The District has determined that the projects to be funded from the proposed bonds will not require State matching funds for any phase thereof, and that Section 15122.5 of the Education Code does not apply to the proposition, and accordingly, the Registrar of Voters is directed not to include the disclosure otherwise required by that section in the voter information pamphlet.

Section 9. Effective Date: This resolution shall take effect upon its adoption.

PASSED AND ADOPTED by the Board of Education of the Albany Unified School District of the County of Alameda, this day, February 23, 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

President of the
Board of Education of
Albany Unified School District

Clerk of the Board of Education
Albany Unified School District

EXHIBIT A

BALLOT SUMMARY

[ballot summary: 75 words]

“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?”

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 ingress and egress; 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.

EXHIBIT B

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

SECRETARY'S CERTIFICATE

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

The attached is a full, true and correct copy of a resolution duly adopted at a special meeting of the Board of Education of the District duly held at the regular meeting place thereof on February 23, 2016, and entered in the minutes thereof, of which meeting all of the members of the Board of Education had due notice and at which a quorum thereof was present. The 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 have carefully compared the same with the original minutes of the meeting on file and of record in my office. The resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

I have caused a certified copy thereof to be filed with the Clerk of the Board of Supervisors of the County.

WITNESS my hand this ____ day of February, 2016.

Secretary, Board of Education
Albany Unified School District

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

RESOLUTION NO. 2015-16-10

**RESOLUTION ORDERING SCHOOL BOND ELECTION IN AN AMOUNT
NOT TO EXCEED \$25,000,000 AND AUTHORIZING NECESSARY ACTIONS IN
CONNECTION THEREWITH**

WHEREAS, the Board of Education (the “Board”) of the Albany Unified School District (the “District”) is authorized to order elections within the District and to designate the specifications thereof, pursuant to Sections 5304 and 5322 of the Education Code of the State of California (the “Education Code”); and

WHEREAS the Board is specifically authorized to order elections for the purpose of submitting to the electors the question of whether bonds of the District shall be issued and sold for the purpose of raising money for the purposes hereinafter specified, pursuant to Education Code Sections 15100 et seq.; and

WHEREAS, pursuant to Section 18 of Article XVI and Section 1 of Article XIII A of the California Constitution, and Section 15266 of the Education Code, school districts may seek approval of general obligation bonds and levy an ad valorem tax to repay those bonds upon a vote of at least 55% of those voting on a proposition for the purpose, provided certain accountability measures are included in the proposition; and

WHEREAS, the Board deems it necessary and advisable to submit a bond proposition to the electors which, if approved by 55% of the votes cast, would permit the District to issue its bonds; and

WHEREAS, such a bond election must be conducted concurrent with a statewide primary election, general election, or special election, or at a regularly scheduled local election, as required by Section 15266 of the Education Code; and

WHEREAS, on June 7, 2016, a statewide primary election is scheduled to be conducted throughout the District; and

WHEREAS, the District is located entirely within the County of Alameda (the “County”) and the Alameda County Superintendent of Schools has jurisdiction over the District; and

WHEREAS, the District’s boundaries have not changed since the November 3, 2015 Election; and

WHEREAS, pursuant to Education Code Section 15270, based upon a projection of assessed property valuation, the Board has determined that, if approved by voters, the tax rate levied to meet the debt service requirements of the bonds proposed to be issued will be less than \$60 per year per \$100,000 of assessed valuation of taxable property; and

WHEREAS, current estimates place the maximum projected tax rate levied to meet the debt service requirements of the bonds at approximately \$60 per year per \$100,000 of assessed valuation of taxable property; and

WHEREAS, Section 9400 et seq. of the Elections Code of the State of California (the “Elections Code”) requires that a tax rate statement be contained in all official materials, including any ballot pamphlet prepared, sponsored or distributed by the District, relating to the election; and

WHEREAS, the Board of Education now desires to authorize the filing of a ballot argument in favor of the proposition to be submitted to the voters at the election; and

WHEREAS, the Board of Education has found the statements listed under “Findings” in the full text of the measure to be true and correct; and

WHEREAS, if the project to be funded by the bonds will require State matching funds for any phase, the sample ballot must contain a statement, in form prescribed by law, advising the voters of that fact; and

WHEREAS, the Board of Education finds that completion of all or a portion of certain projects listed in the bond project list will not require State matching funds not yet received by the District;

NOW, THEREFORE, THE BOARD OF EDUCATION OF ALBANY UNIFIED SCHOOL DISTRICT DOES HEREBY FIND, RESOLVE, DETERMINE AND ORDER, AS FOLLOWS:

1. Recitals. All of the above recitals are true and correct, and the Board so finds.
2. Specifications of Election Order. Pursuant to Education Code Sections 5304, 5322, 15100 et seq., and 15266, an election shall be held within the boundaries of the Albany Unified School District on June 7, 2016, for the purpose of submitting to the registered voters of the District the proposition contained in Exhibit A-II hereto.
3. Order of Election; Specifications of Ballot Measure; Abbreviation of Proposition: Pursuant to Section 13247 of the Elections Code and Education Code Sections 5322 and 15122, this Board of Education hereby directs the Registrar of Voters of the County (the “Registrar of Voters”) to submit to the voters of the District at said election the proposition contained in Exhibit A-II hereto, and to use as the abbreviation of the bond proposition on the ballot the Abbreviation contained in Exhibit A-I hereto.
4. Required Certification. The Board of Education hereby certifies that it has evaluated safety, class size reduction and information technology needs in developing the Bond Project List of the proposition contained in Exhibit A-II hereto.

5. Delivery of Order of Election and Tax Rate Statement to County Officers.

As soon as practicable following adoption of this Resolution, and in any event no later than March 11, 2016 (which date is not fewer than 88 days prior to the date set for the election), the Secretary of this Board of Education is hereby directed to cause one copy of this Resolution to be filed (1) with the Clerk of the Board of Supervisors of the County, and (2) with the Registrar of Voters of the County. The copy filed with the Registrar of Voters shall include the Tax Rate Statement (in substantially the form attached hereto as Exhibit B), completed and signed by the Superintendent of the District.

6. Conduct of Election.

(a) Request to Registrar of Voters. Pursuant to Section 5303 of the Education Code, the Registrar of Voters is required to, and is hereby requested to, take all steps to hold the election in accordance with law and these specifications.

(b) Ballot and Voter Pamphlet. The Registrar of Voters is requested to cause the exact wording of the Abbreviation of the Measure contained in Exhibit A-I to appear on the ballot, and to print the Full Text of the Measure contained in Exhibit A-II in the voter information pamphlet to be distributed to voters pursuant to Section 13307 of the Elections Code. The full text of the measure is all that text in Appendix A hereto between the indicators:

“BEGINNING OF FULL TEXT OF MEASURE----->>>>>” and

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

(c) Consolidation. Pursuant to Education Code Section 15266(a), the election shall be consolidated with the statewide general election on June 7, 2016, and pursuant to Part 3 (commencing with Section 10400) of Division 10 of the Elections Code, the Registrar of Voters and the Board of Supervisors of the County are hereby requested to order consolidation of the election with such other elections as may be held on the same day in the same territory or in territory that is in part the same.

(d) Canvass of Results. The Board of Supervisors of the County is authorized to canvass the returns of the election pursuant to Section 10411 of the Elections Code.

(e) Required Vote. Pursuant to Section 18 of Article XVI and Section 1 of Article XIII A of the State Constitution, the proposition contained in Appendix A shall become effective upon the affirmative vote of at least 55% of those voters voting on the proposition.

(f) Election Costs. This Board of Education shall pay all costs of the election approved by the Board of Supervisors of the County, pursuant to Education Code Section 5421.

7. No Requirement of State Matching Funds. The District has determined that the projects to be funded from the proposed bonds will not require State matching funds for any phase thereof, and that Section 15122.5 of the Education Code does not apply to the proposition, and accordingly, the Registrar of Voters is directed not to include the disclosure otherwise required by that section.

8. Ballot Arguments. The President of this Board, or any member or members of this Board as the President shall designate, is hereby authorized, but not directed, to prepare and file with the Registrar of Voters a ballot argument in favor of the proposition contained in Exhibit A hereof, within the time established by the Registrar of Voters, which shall be considered the official ballot argument of this Board as sponsor of the proposition.

9. Further Authorization. The members of this Board, the Superintendent, the Chief Business Officer, and all other officers of the District are hereby authorized and directed, individually and collectively, to do any and all things that they deem necessary or advisable in order to effectuate the purposes of this resolution in accordance with the terms hereof and of applicable provisions of law.

10. Effective Date; Required Vote. This Resolution shall take effect upon its adoption by a two-thirds vote of the Board of Education.

PASSED AND ADOPTED this day, February 23, 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

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

ATTEST:

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

EXHIBIT A-I
ABBREVIATION OF THE MEASURE

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?

[72 words]

EXHIBIT A-II 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.

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.

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 will be 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 ingresses and egresses; 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.

EXHIBIT B**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

SECRETARY'S CERTIFICATE

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

The attached is a full, true and correct copy of a resolution duly adopted at a special meeting of the Board of Education of the District duly held at the regular meeting place thereof on February 23, 2016, and entered in the minutes thereof, of which meeting all of the members of the Board of Education had due notice and at which a quorum thereof was present. The 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 have carefully compared the same with the original minutes of the meeting on file and of record in my office. The resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Pursuant to Section 5 of said resolution, I have caused a certified copy thereof to be filed with the Clerk of the Board of Supervisors of the County.

WITNESS my hand this ___ day of February, 2016.

Secretary, Board of Education
Albany Unified School District

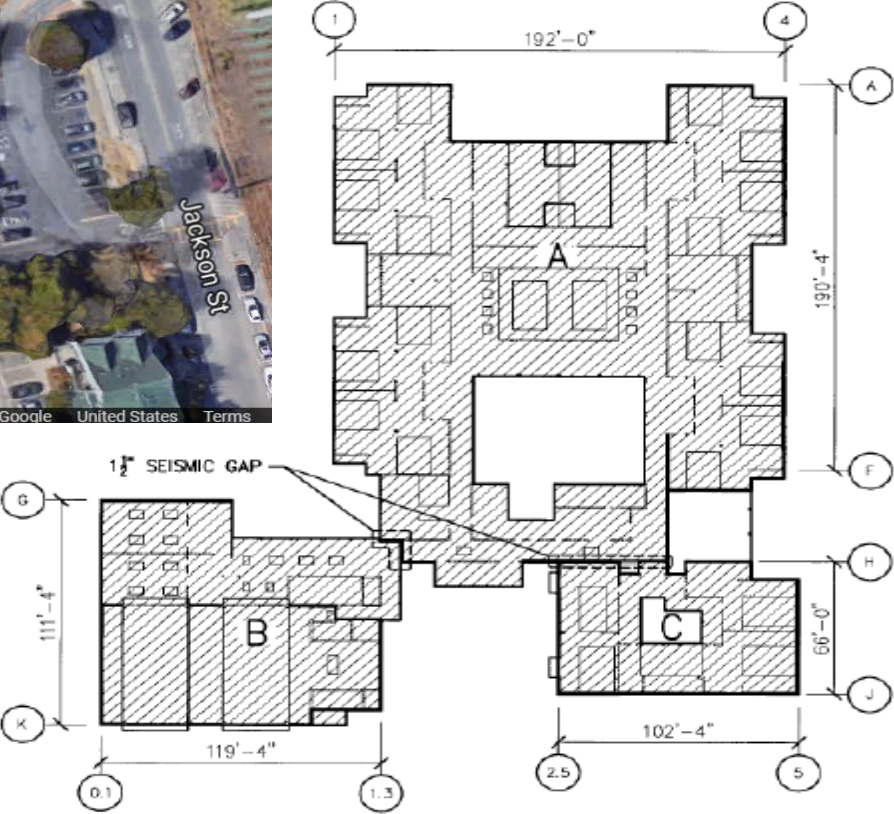
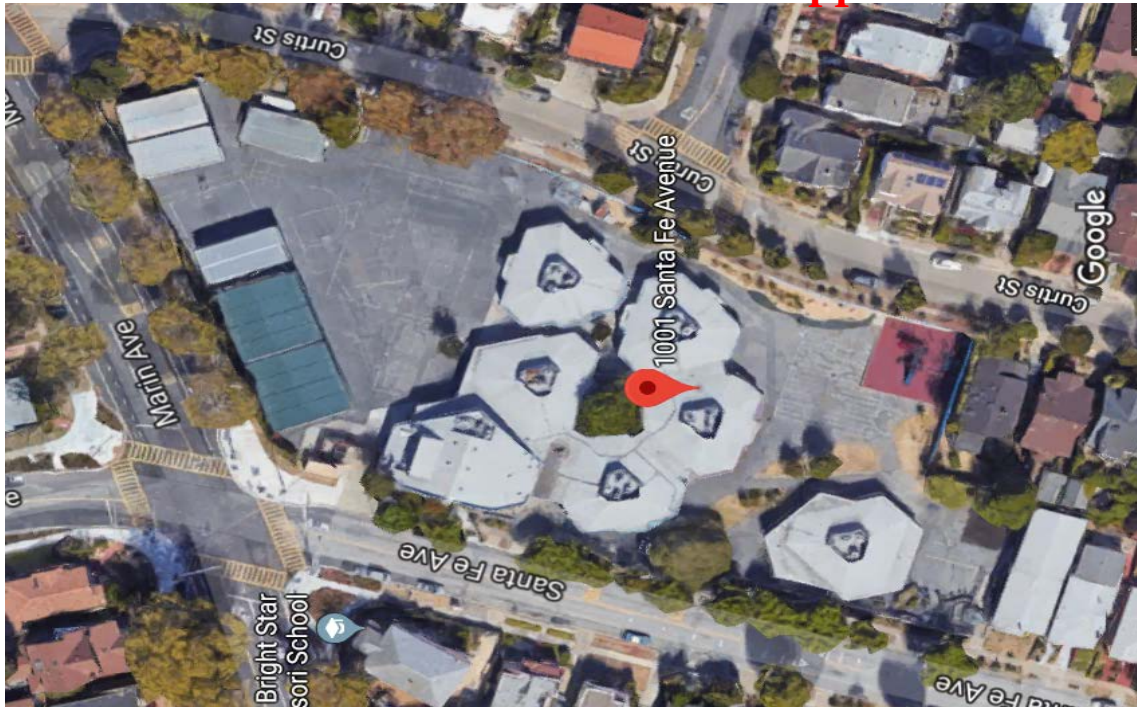
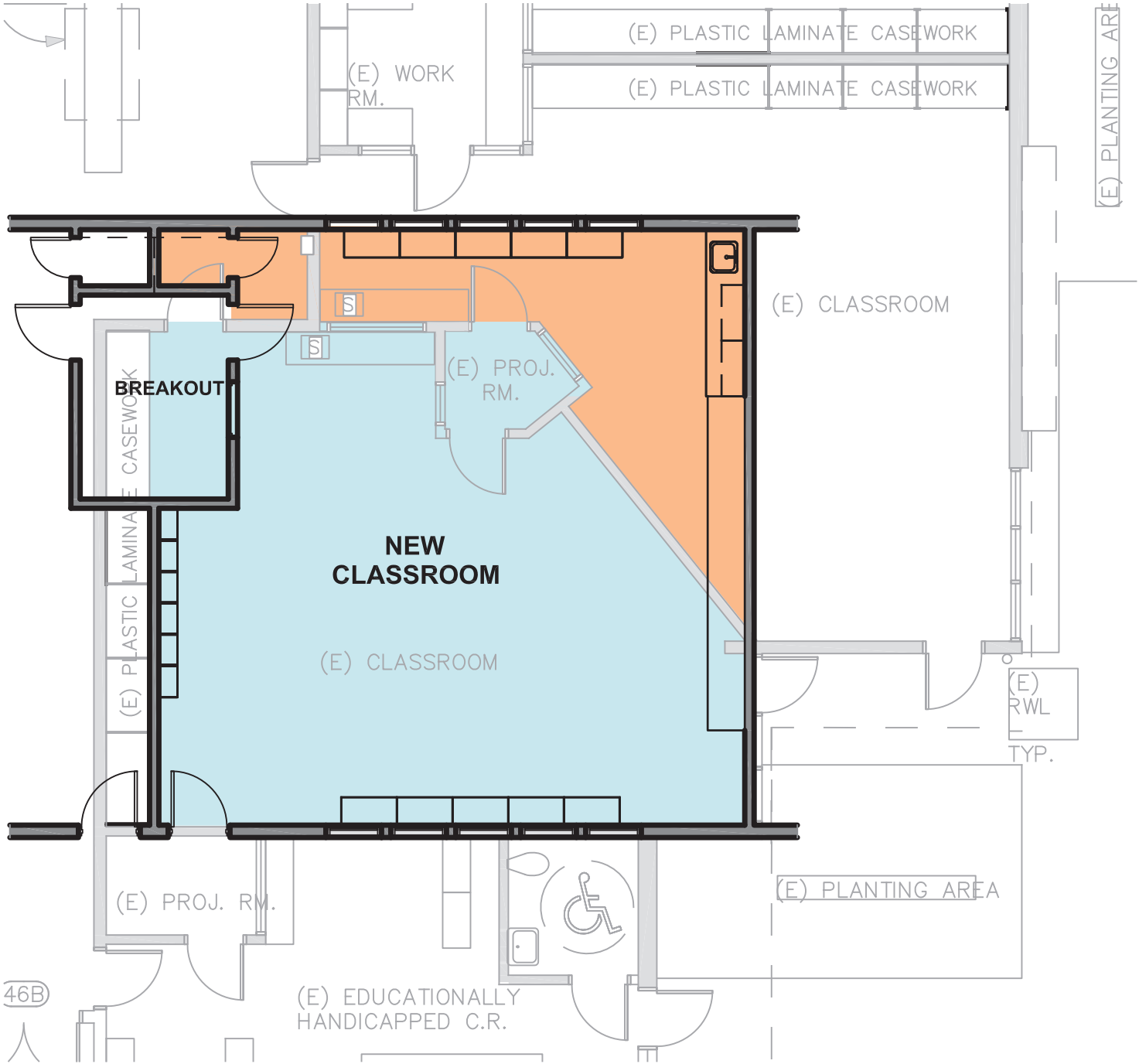


Figure 1 – Site plan showing Buildings A, B and C.

Ocean View Elementary Redesign









LEGEND

EXISTING CLASSROOM S.F. = 716 S.F.
EXISTING PROJ. ROOM S.F. = 31 S.F.

NEW CLASSROOM S.F. = 962 S.F.
NEW BREAKOUT ROOM S.F. = 88 S.F.

INCREASED CLASSROOM S.F. = 246 S.F.
INCREASED PROJ. ROOM /
BREAKOUT ROOM S.F. = 57 S.F.

-  EXISTING CLASSROOM & PROJ. ROOM FOOTPRINT
-  DIFFERENCE BETWEEN EXISTING AND NEW CLASSROOM

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP
Regular Meeting of April 3, 2018**

ITEM: **AMENDMENT FOR DESIGN-BUILD SERVICES WITH ALTEN CONSTRUCTION FOR THE ALBANY HIGH SCHOOL ADDITION PROJECT**

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

TYPE OF ITEM: **REVIEW AND ACTION**

PURPOSE: To review and approve the amendment for Design-Build Services with Alten Construction for the Albany High School (AHS) Addition Project adding the demolition and removal of the AHS Amphitheater.

BACKGROUND INFORMATION: At the [February 27, 2018 Regular Board Meeting](#), the Board approved the agreement with Alten Construction to provide Design-Build Services for the Albany High School Addition Project. At the [November 28, 2017 Regular Board Meeting](#), the Board approved Annual Contractor Prequalification List approving 11 contractors for upcoming facilities projects. At the [November 14, 2017 Regular Board Meeting](#), the Board approved reengaging with the Albany High School Classroom Addition Committee and the Sustainability / Integrated Design Committee to finalize the design of the project and target August 2019 as an opening date for the project. At the [June 21, 2016 Regular Board Meeting](#), the Board reviewed an update of the design progress for the Albany High School Addition. At the [March 29, 2016 Special Board Meeting](#), the Board approved an agreement with Gould Evans, Inc. to lead a design team to develop architectural bridging documents with the design of an additional classroom wing at AHS.

DETAILS: Change Order #1 for Alten Construction is to include demolition of the AHS Amphitheater to their scope of work for the summer of 2018.

The project has held five extensive design meetings since Board approval of Alten Construction on February 27, 2018. A brief presentation of the current design, discussions from the design committee, and next steps will be shared at this meeting.

Approval of this current amendment is strictly to incorporate the demolition of the AHS Amphitheater into Alten Construction's scope of work. A comprehensive presentation of the design, prior to submission to the Division of the State Architect will occur at a subsequent Board Meeting.

KEY QUESTIONS/ANSWERS:

1. Where can I stay up to date on progress for this project?
 - a. Our website has been updated to now allow sign-up for news alerts for specific items of interest, including the Albany High School Addition Project. Prior to construction, a general schedule will be shared and a ground breaking ceremony will be scheduled. Below is a link to our website for more information about this project: <https://goo.gl/8bsQgM>
2. Construction would take place directly on campus and during the school year, how will impact to students be mitigated?

- a. As the project progresses and a more refined timeline is developed, we will work with AHS Staff and Alten Construction on strategies to help reduce the impact on instruction. Alten Construction is currently under construction on a classroom wing on an existing school campus and will bring that experience to this project.

FINANCIAL INFORMATION:

2016 Measure B Bond:

Phase	Board Approval 02/27/2018	Recommendation for 04/03/2018
Guaranteed Maximum Price (GMP)	\$7,258,990	\$7,389,893

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: Approve Amendment with Alten Construction for the Albany High School Addition Project.

**AMENDMENT TO AGREEMENT FOR DESIGN-BUILD SERVICES
FOR THE ALBANY HIGH SCHOOL ADDITION PROJECT BY AND BETWEEN
ALBANY UNIFIED SCHOOL DISTRICT (“DISTRICT”) AND ALTEN CONSTRUCTION
 (“DESIGN-BUILD CONTRACTOR”)**

The Design-Build Agreement between Albany Unified School District (“District”) and Alten Construction (“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 seven million three hundred eighty nine thousand eight hundred ninety three dollars (\$7,389,893.00)

b. Attachment 1 – Scope of Work;

• *Albany High School Amphitheater Demolition:* \$130,903

Guaranteed Maximum Price (GMP): \$7,389,893.00

DESIGN-BUILD CONTRACTOR:

DISTRICT:

Alten Construction

Albany Unified School District

By:

By:

Its: _____

Its: _____

Date: _____

Date: _____

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of April 3, 2018

ITEM: **AMENDMENT TO DERIVI CASTELLANOS ARCHITECTS
AGREEMENT TO PROVIDE CHPS COMMISSIONING AGENT
SERVICES FOR THE ALBANY HIGH SCHOOL ADDITION**

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

TYPE OF ITEM: **REVIEW AND ACTION**

PURPOSE: To review and approve the amendment agreement with Derivi Castellanos Architects (DCA) to provide CHPS (Collaborative for High Performing Schools) Commissioning Agent services for the Albany High School Addition to reach CHPS Verified status which facilitates an optimal learning environment.

BACKGROUND INFORMATION: At the [January 23, 2018 Regular Board Meeting](#), the Board approved two amendments to DCA's agreement: 1) to provide Project Management services for the Albany High School Addition Project and 2) providing Commissioning Agent Services for the Albany Middle School (AMS) Annex Project. At the [May 9, 2017 Regular Board Meeting](#), the Board adopted Board Policy 3510: Green School Operations. At the [August 9, 2016 Regular Board Meeting](#), the Board adopted Board Resolution: 2016-17-01: Sustainability & the Design and Construction of High Performance Schools. At the [June 21, 2016 Regular Board Meeting](#), the Albany Unified School District Integrated Design / Sustainability Committee presented an update based on their work and recommended the Board adopt a resolution to follow the guidelines and best practices of CHPS, a non-profit organization founded in 1999 dedicated to making schools better places to learn by providing resources on all aspects of school design, construction, and operation.

DETAILS: The Albany High School Addition will be a CHPS Verified Project based on Board Policy 3510: Green School Operations and Board Resolution 2016-17-01: Sustainability & the Design and Construction of High Performance Schools.

Scope of Services expected through August 2019:

- All services below will be performed in accordance with CHPS guidelines
- Collect and review design documents, drawings, other information
- Provide notes clarifying the commissioning scope of work to be incorporated into the construction documents
- Develop commissioning plan and generate assignments
- Conduct commissioning kick-off meeting
- Prepare Pre-functional Testing and Functional Performance Testing requirements (43 individual pieces and lighting)
- Review submittals
- Coordinate with contractors, vendors to develop installation verification checklists
- Coordinate with contractors, vendors to complete equipment start-up verification
- Coordinate with contractors, vendors to complete building envelope systems verification
- Site observation, witness installation
- Participate in Test and Balance planning

- Participate in lighting control set-up and test planning
- Pre-functional testing
- Functional performance testing
- Prepare training and verification agenda and schedule
- Commissioning report
- Prepare systems manual
- Post occupancy 11-month warranty review

KEY QUESTIONS/ANSWERS:

1. Why have the Project Manager also serve as the Commissioning Agent?
 - a. Typically, the Project Manager does not have the expertise and experience to also serve as the commissioning agent. However, the background of Adam Bayer allows the school district to reduce costs and capitalize on this opportunity by having Mr. Bayer serve both roles for the school district.

FINANCIAL INFORMATION:

Other Projects – Albany High School Addition

1. \$30,000 – AHS Addition CHPS Commissioning Agent Services
Total Fee Authorized with Amendment: – \$30,000 – Fund 21 Measure E Bond

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 amendment to Derivi Castellanos Architects agreement for the addition of CHPS Commission Agent Services for the Albany High School Addition under Exhibit “F”

**AMENDMENT TO AGREEMENT FOR PROGRAM MANAGEMENT SERVICES
BETWEEN ALBANY UNIFIED SCHOOL DISTRICT (“DISTRICT”) AND DERIVI
CASTELLANOS ARCHITECTS (“PROGRAM MANAGER”)**

The Program Management Agreement between Albany Unified School District (“District”) and Derivi Castellanos Architects (“Program Manager”) shall be amended as follows:

- I. Exhibit “F” – Other Projects
 - a. In addition to the other projects noted in the table and in accordance with Article I, Article II, and Exhibit D of the agreement, the District is authorizing:
 - i. Albany High School Addition – CHPS (Collaborative for High Performing Schools) Commissioning Agent Services

Third-Party Commissioning Agent Services for the project to be designated as CHPS Verified.

Total Fee Amendment: \$30,000


PROGRAM MANAGER:

DISTRICT:

Derivi Castellanos Architects

Albany Unified School District

By:



By:

Juan G. Barroso
Its: Managing Partner

Its: _____

Date: March 27, 2018

Date: _____

Exhibit A

March 23, 2018

Mr. Allan Garde
 Chief Business Official
 ALBANY UNIFIED SCHOOL DISTRICT
 1051 Monroe Street
 Albany, CA 94706

Re: PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES
 Commissioning Services Required for CHPS Verification
 Albany High School New Classroom Building

Dear Mr. Garde:

Thank you for asking Derivi Castellanos Architects (DCA) to provide a Proposal for Commissioning Services required for CHPS Verification of the new Albany High School New Classroom Building project.

PROJECT BACKGROUND

As part of its policy on sustainability and environmental stewardship, the Albany Unified School District Board has recommended that the new Albany High School New Classroom Building project go through CHPS Verification. CHPS Verification requires that the District procure a third-party to oversee the commissioning of the new building systems according to CHPS guidelines. DCA is proposing to provide the required third-party commissioning services in accordance with CHPS guidelines. The commissioning process would begin immediately upon receiving a notice to proceed, would continue throughout the construction phase and would conclude upon completion of the project and successful startup and acceptance of the building systems. The proposed commissioning services will ensure that all building systems are working properly, as designed, prior to acceptance by the District and that operating and energy efficiency is maximized as the new building is put into service.

SCOPE OF SERVICES TO BE PROVIDED BY DCA

- All services below will be performed in accordance with CHPS guidelines
- Collect and review design documents, drawings, other information
- Provide notes clarifying the commissioning scope of work to be incorporated into the construction documents
- Develop commissioning plan and generate assignments
- Conduct commissioning kick-off meeting
- Prepare Pre-functional Testing and Functional Performance Testing requirements (43 individual pieces and lighting)
- Review submittals
- Coordinate with contractors, vendors to develop installation verification checklists
- Coordinate with contractors, vendors to complete equipment start-up verification

- Coordinate with contractors, vendors to complete building envelope systems verification
- Site observation, witness installation
- Participate in Test and Balance planning
- Participate in lighting control set-up and test planning
- Pre-functional testing
- Functional performance testing
- Prepare training and verification agenda and schedule
- Commissioning report
- Prepare systems manual
- Post occupancy 11-month warranty review

TIMELINE

The commissioning process would begin immediately upon receiving a notice to proceed, would continue throughout the construction phase and would conclude upon completion of the project and successful startup and acceptance of the building systems (expected in August 2019). This proposal is valid for 30 days.

COMPENSATION

The basis of Client payments to DCA shall be Lump Sum by Percent Complete as set forth below.

1. Commissioning Services as Proposed	\$30,000
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Notes:

- a. Reimbursables expenses are not included in the above figures*
- b. We recommend a reimbursables allowance of: \$3,500*
- c. Additional Services requested by Client shall be provided at T&M rates*
- d. Assumes all tasks above will be completed in one phase (if project is broken up into multiple phases, Client will incur additional costs)*

District will be billed monthly. Invoiced amounts are payable and due within thirty (30) days from receipt of invoice. DCA Hourly Rate Schedule dated January 1, 2018 is attached.

ASSUMPTIONS & CLARIFICATIONS

1. Project Management services are not included in this proposal.
2. DCA will not be responsible for project cost or schedule.
3. DCA will not be responsible for the performance of District vendors or contractors.
4. DCA will accept no responsibility for existing site conditions, deficiencies, violations, hazardous materials, contamination that may exist on the site.
5. DCA will not work with hazardous or contaminated materials.
6. District will be responsible for any permit, agency or utility company fees, including CHPS.

7. District is advised to investigate any uncertified projects on this site prior to proceeding with this work. DSA can assist the District with certification of old/uncertified projects at T&M rates.
8. Any other services or scope of work not specifically included above will incur additional cost at T&M Rates.
9. DCA provides the following standard insurance coverages; if additional coverages are requested by District, they will be provided upon acceptance by District of additional premium:
 - a. General Liability: \$1 million per occurrence/\$2 million aggregate
 - b. Auto: \$1 million per occurrence/\$2 million aggregate
 - c. Workers Comp: per statute
 - d. Professional Errors & Omissions: \$2 million per occurrence/\$2 million aggregate

NON-DISCRIMINATION


DCA, its employees and consultants do not discriminate on the basis of a persons' 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.

TERMINATION OF AGREEMENT

This agreement may be terminated by either party upon not less than twenty one days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

THIS PROPOSAL IS RESPECTFULLY SUBMITTED

DERIVI CASTELLANOS ARCHITECTS



Juan G. Barroso
 Managing Partner

THIS PROPOSAL IS ACCEPTED AS PRESENTED

ALBANY UNIFIED SCHOOL DISTRICT

 Signature of Authorized Representative

 Printed Name and Title

 Date

HOURLY RATE SCHEDULE
Effective January 1, 2018

The following rate schedule shall be used as a basis for establishing "time and materials" compensation:

Managing Partner	\$220.00
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ARCHITECTURAL SERVICES

Principal Architect	\$190.00
Director of Engineering	\$190.00
Architect	\$165.00
Sr. Designer	\$135.00
Sr. Project Coordinator	\$135.00
Designer	\$120.00
Project Coordinator	\$120.00
Drafter	\$100.00
Intern	\$80.00
Clerical Assistant	\$65.00
Consultants	actual cost +10%

PROJECT MANAGEMENT/CONSULTING SERVICES:

Funding Advisor	\$220.00
Director of Engineering	\$190.00
Sr. Project Manager	\$190.00
Project Manager	\$165.00
Cost Estimator	\$165.00
Sr. Project Coordinator	\$135.00
Project Coordinator	\$120.00
Intern	\$80.00
Clerical Assistant	\$65.00
Consultants	actual cost +10%

Reimbursable costs shall be billed at actual cost plus 10% and include reproduction, office consumables, mileage, shipping, telephone, software services, meeting costs, travel time, lodging, other miscellaneous services and expenses required to accomplish the work. Mileage will be reimbursed at the IRS standard mileage rate. These expenses shall not be considered a part of the overall maximum fee. All invoices are due and payable within 30 days of invoice date. All invoices for which payment is not received within 45 days will be assessed a 1.5% per month late charge (18% Annual Percentage Rate). This schedule is subject to adjustment every January 1st.

TEAM QUALIFICATIONS & BACKGROUND



Adam Bayer, P.E.
LEED AP, DBIA, CEM
Director of Engineering

“Under the expert leadership of Adam Bayer, the investigation into existing conditions helped the project save time and money and increase the certainty the project would be completed on schedule.”

Jim Sowerbrower
CSU Chief of Construction

Summary

With over 30 years of experience in education facilities, Adam has excelled on a wide-range of assignments, including: new construction, modernization, operations, energy efficiency/production, commissioning, sustainability and campus master planning. As a California Licensed Electrical and Mechanical Engineer, Adam has developed a unique set of skills to take on complex projects and guide them to successful completion with a high level of stakeholder engagement. As a member of DCA's Senior Management team, Adam provides technical oversight and support to all DCA projects in a number of technical areas.

Commissioning & Sustainable Experience

- Oak Grove School District
HVAC Replacements at three Elementary Schools
150,000 SF of new roofing, HVAC, Electrical, Controls
Architect's Commissioning Agent
- Dr. Martin Luther King, Jr. Library
500,000 SF joint use library (SJSU & City of San Jose)
Owner's Commissioning Agent
LEED Silver
- SJSU Chilled Water Plant
6,000 Ton chiller plant serving 3,000,000 SF of
educational facilities in Downtown San Jose
Owner's Commissioning Agent
- SJSU Marine Lab at Moss Landing
60,000 SF research lab, including seawater cooling
Owner's Commissioning Agent
LEED Gold
- SJSU College of Business
3-story, 80,000 SF classroom building
Owner's Commissioning Agent
- SJSU College of Engineering
5-story, 330,000 SF classroom and lab building
Owner's Commissioning Agent
- SJSU Music Building
2-story, 62,000 SF music studio and classroom building
Owner's Commissioning Agent
- SJSU New Student Union
Expansion and renovation of 240,000 SF Student Union
Owner's Commissioning Agent
LEED Gold

Education & Professional

- M.Sc. Engineering
San Jose State University
- B.Sc. Marine Engineering
Cal Maritime Academy
- CA Registered Engineer, Mechanical
License No. M29700
- CA Registered Engineer, Electrical
License No. E16948
- Design Build Institute of America (DBIA)
Professional 4-9-2015
- Certified Energy Manager
Certificate # 5415
- LEED AP O&M



SJSU New Student Union

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of April 3, 2018

ITEM: **INDEPENDENT CONTRACTOR AGREEMENT TO PROVIDE (CHPS) CONSULTING SERVICES WITH GREENWOOD CONSULTING GROUP FOR THE ALBANY HIGH SCHOOL ADDITION PROJECT**

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

TYPE OF ITEM: **REVIEW AND ACTION**

PURPOSE: To review and approve the agreement with Greenwood Consulting Group to provide CHPS (Collaborative for High Performing Schools) Consulting services for the Albany High School Addition Project to reach CHPS Verified status which facilitates an optimal learning environment.

BACKGROUND INFORMATION: At the [February 27, 2018 Regular Board Meeting](#), the Board approved a Design-Build Services Agreement with Alten Construction for the Albany High School Addition Project. At the [May 9, 2017 Regular Board Meeting](#), the Board adopted Board Policy 3510: Green School Operations. At the [February 28, 2017 Regular Board Meeting](#), the Board approved a Design-Build Services Agreement with Rodan Builders for the Albany Middle School Annex. At the [August 9, 2016 Regular Board Meeting](#), the Board adopted Board Resolution: 2016-17-01: Sustainability & the Design and Construction of High Performance Schools. At the [June 21, 2016 Regular Board Meeting](#), the Albany Unified School District Integrated Design / Sustainability Committee presented an update based on their work and recommended the Board adopt a resolution to follow the guidelines and best practices of CHPS, a non-profit organization founded in 1999 dedicated to making schools better places to learn by providing resources on all aspects of school design, construction, and operation.

DETAILS: The Albany High School Addition will be a CHPS Verified Project based on Board Policy 3510: Green School Operations and Board Resolution 2016-17-01: Sustainability & the Design and Construction of High Performance Schools.

Scope of Services expected through June 2020:

Task 1 – Project Team Kickoff Meeting and General Administration

- Register the project in CHPS Basecamp Online
- Lead a project performance kickoff meeting
- Generate a preliminary CHPS Scorecard and assign project team roles
- Manage the documentation tasks using a Memo to ensure a smooth submittal to the CHPS Reviewer

Task 2 – Design Submittal

- Review design credit documentation in full for accuracy and completeness
- Complete design credit tasks as needed and track the progress of all tasks in the Memo
- Be available for project team meetings by phone/web-conference
- Submit project for Design Review in CHPS Basecamp and address clarification requests

Task 3 – Construction Submittal

- Review construction credit documentation in full for accuracy and completeness
- Meet with the General Contractor and Commissioning Agent as needed
- Respond to any contractor submittals for CHPS Compliance
- Submit the project for Construction Review by the CHPS Reviewer and address any clarification requests
- Facilitate the final verification needs

KEY QUESTIONS/ANSWERS:

1. Why not have a local CHPS Consultant?
 - a. CHPS is a nationwide framework and the work required can effectively be accomplished remotely. Greenwood Consulting Group helped the La Escuelita Elementary School of Oakland Unified School District achieve CHPS Verification and currently consults with Rodan Builders for the Albany Middle School Annex Project. Utilizing Greenwood Consulting Group creates efficiencies for the school district.

FINANCIAL INFORMATION:

Not-to-Exceed \$30,600 – Fund 21 Measure E 2016 Bond

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 Agreement Greenwood Consulting Group for CHPS Consulting Services for the Albany High School Addition Project

**ALBANY UNIFIED SCHOOL DISTRICT
INDEPENDENT CONTRACTOR SERVICES AGREEMENT**

This agreement is hereby entered into this ____ day of April, 2018 in the County of Alameda, State of California, by and between the Albany Unified School District, hereinafter referred to as "DISTRICT," and Greenwood Consulting Group

CONTRACTOR

6631 Rainbow Avenue

MAILING ADDRESS

Mission Hills	KS	66208
CITY	STATE	ZIP

hereinafter referred to as 'CONTRACTOR.' DISTRICT and CONTRACTOR shall be collectively referred to as the Parties.

1. Contractor Services. Contractor agrees to provide the following services to District (collectively, the "Services"):

Services outlined in Proposal #OP20180326 hereinafter referred to as Exhibit A

Third party Collaborative for High Performing Schools (CHPS) Verification
of the Albany High School Addition Project by the Design-Build Entity of Alten
Construction and LCA Architects.

Task 1 - Project Team Kickoff Meeting and General Administration

Task 2 - Design Submittal

Task 3 - Construction Submittal

2. Contractor Qualifications. Contractor represents and warrants to District that Contractor and all of Contractor's employees, agents or volunteers (the "Contracted Parties") have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other legal qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. If any of the Services are performed by any of Contractor's Parties, such work shall only be performed by competent personnel under the supervision of and in the employment of Contractor.

3. Term. CONTRACTOR shall:

☐

Provide services under this AGREEMENT on the following specific date's

_____, _____, _____, _____, _____, _____, _____, and

complete performance no later than _____;

OR

☒

Commence providing services under this AGREEMENT on April 4, 2018 and

complete performance no later than June 30, 2020.

There shall be no extension of the Term of this Agreement without the express written consent from all parties. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contracted Parties. In the event of early termination, Contractor shall be paid for satisfactory work performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.

4. Termination. Either party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other party; however the parties may agree in writing to a shorter time period for the effectiveness of such termination. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if Contractor materially violates any of the terms of this Agreement, any act or omission by Contractor or the Contracted Parties exposes District to potential liability or may cause an increase in District's insurance premiums, Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Such termination shall be effective immediately upon Contractor's receipt of said notice.
5. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT. DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

- a. Such compensation shall be based on:
- ☐ An hourly rate of \$ _____ for a total amount of _____ hours.
- ☐ A daily rate of \$ _____ for a total amount of _____ days.
- ☒ \$ Not-to-Exceed \$30,600 per Fee Schedule
- b. Payment method shall be:
- ☐ Upon Completion.
- ☐ Date of Service
- ☒ **Other (Specify):** Percent Completion of Phases

Any work performed by Contractor in excess of said amount shall not be compensated.

Payment shall be made upon approval of DISTRICT and receipt of an invoice from CONTRACTOR one copy clearly marked original. CONTRACTOR's invoice shall be sent to: Albany Unified School District, Attention: Accounts Payable, 1051 Monroe Street, Albany, CA, 94706.

6. Equipment and Materials. Contractor at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor of the Contracted Parties, even if such Equipment is furnished, rented or loaned to Contractor or the Contracted Parties by District. Furthermore, any Equipment or workmanship that does not conform to the regulations of this Agreement may be rejected by District and in such case must be promptly remedied or replaced by Contractor at no additional cost to District and subject to District's reasonable satisfaction.
7. California Residency. Contractor and the Contracted Parties shall be residents of the State of California.
8. Indemnity. Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Education, members of the Board of Education (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from the performance of this Agreement, including but not limited to Contractor's or the Contracted Parties' use of the site; Contractor's or the Contracted Parties' performance of the Services; Contractor's or the Contracted Parties' breach of any of the representations or warranties contained in this Agreement; injury to or death of persons or damage to property or delay or damage to District or the District Parties; or for any act, error, omission, negligence, or willful misconduct of Contractor, the Contracted Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity,

which would otherwise exist as to a party, person, or entity described in this paragraph.

9. Insurance. Without in any way limiting Contractor's liability or indemnification obligations set forth in Paragraph 8 above, District reserves the right to require contractor to procure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits not less than \$1,000,000.00 each occurrence and \$1,000,000.00 in the aggregate; (ii) commercial automobile liability insurance with limits not less than \$100,000.00 each occurrence and \$100,000.00 in the aggregate; if applicable; and neither Contractor nor any of the Contracted Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insured. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If any of the required insurance is not reinstated, District may, at its sole option, terminate this Agreement. All of the policies shall also include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties.
10. Independent Contractor Status. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that s/he and the Contracted Parties shall not be considered officers, employees, agents, partners, or joint ventures of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.
11. Taxes. All payments made by District to Contractor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. District will not withhold any money from compensation payable to Contractor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor and the Contracted Parties and otherwise in connection with this Agreement.
12. Fingerprinting/Criminal Background Investigation Certification. Contractor and the Contracted Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

☒ Contractor and the Contracted Parties shall **only have limited or no contact** (as determined by District) with District students at all times during the Term of this Agreement.

☐ The following Contracted Parties have **more than limited contact** (as

determined by District) with District students during the Term of this Agreement:

[Attach and sign additional pages, as needed.]

☐ All of the Contracted Parties noted above, at no cost to District, have completed background checks and have been fingerprinted under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints reveal that none of these Contracted Parties have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information, including additional personnel, which differs in any way from the representations set forth above, Contractor shall immediately notify District and prohibit any new personnel from having any contact with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any such contact is permissible.

13. Tuberculosis Certification. Contractor and the Contracted Parties shall at all times comply with the tuberculosis ("TB") certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

☒ Contracted Parties shall **only have limited or no contact** (as determined by District) with District students at all times during the Term of this Agreement.

☐ The following Contracted Parties shall have **more than limited contact** (as determined by District) with District students during the Term of this Agreement and, at no cost to District, have received a TB test in full compliance with the requirements of Education Code section 49406:

Contractor shall maintain on file the certificates showing that the Contracted Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Contractor further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any such contact is permissible.

14. Confidential Information. Contractor shall maintain the confidentiality of and protect from unauthorized disclosure any and all individual student information received from the District, including but not limited to student names and other identifying

- information. Contractor shall not use such student information for any purpose other than carrying out the obligations under this agreement. Upon termination of this Agreement, Contractor shall turn over to District all educational records related to the services provided to any District student pursuant to this Agreement.
15. Assignment. Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District.
 16. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Contractor and District and their respective successors and assigns.
 17. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
 18. Amendments. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties.
 19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate court in Alameda County, California.
 20. Non-Discrimination. Contractor 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.
 21. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to Contractor at the address located next to the party signatures below, or if delivered at or sent by registered or certified mail to the last business address known to the person who sends the notice.
 22. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. Contractor agrees that it shall comply with all legal requirements for the performance of duties under this agreement and that failure to do so shall constitute material breach.
 23. Attorney Fees. If any legal action is taken to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other reasonable costs and expenses incurred in connection with that legal action.

24. Liability of District. Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect or incident damages, including but not limited to lost profits in connection with this Agreement.
25. Entire Agreement. This Agreement is intended by the parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.
26. Subject To Approval of Board. This Agreement confers no legal or equitable rights until it is approved by the District Board of Education at a lawfully conducted public meeting.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

DISTRICT:

ALBANY UNIFIED SCHOOL DISTRICT

By: _____
 Name: _____
 Title: _____

Address for District Notices:

Albany Unified School District
 1051 Monroe Street
 Albany, CA 94706

Date of Board Approval: _____

CONTRACTOR: Sara Greenwood
 Greenwood Consulting Group

Tax Identification

Number: 498-78-0668

By Sara Greenwood

Name: Sara Greenwood

Title: Principal

Address for Contractor Notices:

6631 Rainbow Avenue
 Mission Hills, KS 66208



Exhibit A

Allan Garde
Chief Business Official
Albany USD
1051 Monroe Street
Albany, CA 94706

March 26, 2018

OP20180326

RE: Proposal for CHPS Consulting Services for Albany High School Classroom Building

Dear Mr. Garde,

The Greenwood Consulting Group, LLC (GCG) is pleased to present this proposal for consulting services to support Albany Unified School District and the selected project team in pursuing the Collaborative for High Performance Schools (CHPS) certification for the new Classroom Building at Albany High School. This project will consist of a new 2-story building housing (7) classrooms and support spaces, assembly spaces, maker space, outdoor learning space and a thought-out path of travel from the north to south. The district is aiming to design a building which can be adaptable to long-term curriculum needs, therefore flexible classroom space has been part of design team's strategy. The total gross area of the building will be about 10,000sf.

In this scope of work, GCG will be responsible for managing the CHPS compliance needs as directed by Albany School District. This will require concise coordination with the project team to work efficiently and accurately to meet the CHPS performance goals. Providing high performance building services is at the core of our skill set. We look forward to facilitating your goal to achieve CHPS Verification for the new Classroom Buildings at Albany High School.

If you have any questions concerning the scope or fee of this preliminary proposal, please contact me. Otherwise, you may indicate acceptance under the signature block.

Sincerely,

A handwritten signature in cursive script that reads 'Sara Greenwood'.

Sara Greenwood, Principal

Proposal # OP20180326
CHPS Consulting Services for Albany High School Classroom Building

Accepted by: Albany School District

Allan Garde
Chief Business Official
Albany USD
1-51 Monroe Street
Albany, CA 94706

Signature

Name

Title

Date

Consultant: The Greenwood Consulting Group, LLC

6631 Rainbow Avenue
Mission Hills, KS 66208
Phone: 415.602.9220

Sara Greenwood

Signature

Sara Greenwood
Name

Principal

Title

3/26/2018

Date

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PROJECT DESCRIPTION

Albany School District is a leader in education and environmental responsibility. The district has established structures in place to ensure that the future school building improvements adhere to strict performance standards. The School Board has directed the Integrated Design Committee to ensure sustainable design practices are incorporated in major school facility projects. The District's commitment goes beyond CHPS and strives to align climate action goals and objectives according to the City's General Plan through Net Zero Ready facilities, environmental purchasing and M&O best practices. By incorporating the Sustainability Report criteria to the new Classroom Building at Albany High School, we will address building envelope, HVAC, daylighting design and a robust operations and maintenance plan in coordination with commissioning and building operators. Indoor Environmental Quality is balanced with energy performance through healthy school strategies. Superior ventilation, low-emitting, resource efficient building materials that also meet EPD's and HPD's identified in our scorecard are one way in which we intend to further our performance goals. Acoustical performance is also a key building feature that is incorporated in the design and field tested upon completion.

Located in a suburban neighborhood, along Washington Ave. and North Main Ave. just north of Berkeley, the project can leverage a host of services that are available in this community. This project will in part be a design-build approach and LCA Architects has proposed two new parallel buildings consisting of a Classroom Building and a building that will provide Design-Build class space, a computer lab and support spaces. Connected through outdoor courtyards, the design optimizes southern daylight exposure and secure outdoor corridors. The district is aiming to achieve an adaptable classroom design for meet long-term curriculum needs while achieving superior energy efficiency performance.

The benefit of third-party verification is that a building is designed and built using strategies aimed at improving performance across all the most important metrics: energy savings, water efficiency, CO2 emissions reduction, improved indoor environmental quality, and stewardship of resources and sensitivity to their impacts. Verification provides AUSD with the assurance that that project exceeds conventional building performance standards.

GCG has tools for streamlining the CHPS documentation process so that tasks are addressed in a reasonable and manageable way in order to stay on schedule and progress through the certification process. Regular OAC meetings shall address CHPS documentation progress and allow time for interpretations of any credits. Any action items that may come out of a meeting have a deadline to complete. The documentation matrix is maintained to track who is responsible for completing what task and the status or discussion around why each credit may/may not be pursued. Prior to submitting documentation for review to CHPS, a thorough fresh eyes quality control review is conducted by GCG for accuracy and a smooth submittal process.

PROJECT SCHEDULE

The scope of work is anticipated to commence upon signature of a work agreement. A project construction schedule has not been provided, but the project is completing Schematic Design currently and starting Design Development in April. The anticipated submittal date to DSA is mid-Spring of 2018. Construction will commence at end of the year and complete in the late summer or fall of 2019. GCG will make every effort to meet the schedule requirements of Albany School District. CHPS verification is anticipated to be awarded upon completion of construction.

B: SCOPE OF SERVICES

CHPS VERIFIED (DESIGN + CONSTRUCTION)

Task 1: Project Team Kickoff Meeting and General Administration

GCG will provide project management services to the project team to ensure that the high performance school building goals are realized. GCG will register the project online in CHPS Basecamp and handle all communication with CHPS and project submittal needs. The cost of the registration will be the responsibility of Albany School District or other team member (see Section C). CHPS Verification process is typically broken into two review processes – first during Design and then during Construction. The team can decide if this conventional schedule is reasonable or if a combined design and construction submittal review at the end of construction is more sensible. For the purposes of this proposal, it is assumed that there will be a split submittal.

A project team kick-off meeting will be scheduled with the architect, district representative(s), MEP, Civil and General Contractor to establish the project performance goals and discuss critical design elements. At this meeting, GCG will update the preliminary CHPS Scorecard to capture the credits that are likely to be pursued and identify the responsible parties. GCG will help to inform decisions around the costs and benefits of some credit compliance options. Strategies for achieving optimal energy performance and zero net ready will be explored along with other goals and requirements set forth by the district. A Power Purchase Agreement is one strategy that is being evaluated currently. By the end of this meeting it will be clear which credits can be locked in using the CHPS Rating System and who will be responsible for providing certain credit documentation needs. GCG will develop a memo to track the design credit tasks by responsible party which will be used to monitor progress.

GCG's deliverables from this task are:

- *Register the project in CHPS Basecamp online.*
- *Lead a project performance kickoff meeting.*
- *Generate a preliminary CHPS Scorecard and assign project team roles.*
- *Manage the documentation tasks using a Memo to ensure a smooth submittal to the CHPS Reviewer.*

Task 2: Design Submittal

As the design continues to unfold, GCG will be available to meet with project team members as needed by phone (up to 3-hours a week). If there are regular project team meetings scheduled, GCG can participate to ensure the ongoing progress of CHPS documentation tasks are met. GCG will manage the status of any incomplete tasks in the project tracking memo. All credit documentation will be quality checked for accuracy and completeness prior to submitting to CHPS. To the extent feasible, GCG will complete tasks that are capable of being completed without the support of others. All pertinent communication with other team members will the client (Allan Garde) or District Representative unless otherwise directed.

Once the Design credit documentation has been compiled and the CHPS Workbook has been completed in full, the project is ready to submit for third-party review by CHPS. Should any clarifications be warranted from this review process, GCG will help to expedite these issues and submit for a final review.

GCG's deliverables from this task are:

- *Review design credit documentation in full for accuracy and completeness.*
- *Complete design credit tasks as needed and track the progress of all tasks in the Memo.*
- *Be available for project team meetings by phone/web-conference.*
- *Submit the project for Design Review in CHPS Basecamp and address any clarification requests.*

Task 3: Construction Submittal

The Construction documentation tasks will take place simultaneously with the Design process. However, should a split review be declared at the project team kickoff meeting, the construction credits will be reviewed once the Design Submittal is complete. The construction credit tasks will be tracked and managed in the Memo and final documentation will be compiled using the CHPS Workbook. GCG will meet with Alten Construction as needed to address any pending tasks and answer questions concerning compliance. Contractor submittals can also be reviewed for compliance with CHPS project performance goals. This proposal assumes that up to 15 submittals will be reviewed. GCG will also furnish sample plans and policies that can be adopted by Alten Construction or Albany School District as needed.

Once the documentation has been quality checked, GCG will submit the construction credits to CHPS. Any need to address clarifying issues by the CHPS Reviewer will be tended to swiftly and a final submittal will be reviewed. Once this is complete, the project will achieve CHPS verification.

GCG's deliverables from this task are:

- *Review construction credit documentation in full for accuracy and completeness.*
- *Meet with the general contractor and commissioning agent as needed.*
- *Respond to any contractor submittals for CHPS compliance.*
- *Submit the project for Construction Review by the CHPS Reviewer and address any clarification requests. Facilitate the final verification needs.*

PROPOSED COMPENSATION

GCG proposes to provide the services identified in Section B: Scope of Services on a fixed-fee basis for the amounts listed in the table below. Should the scope or needs of the project require an unprecedented amount of time, an add service to complete will be necessary. The client or school district is responsible for CHPS Verification costs. This proposal assumes that all meetings will take place by web-conference. If travel is necessary, GCG will request approval in advance.

Fee Schedule

Project Phase	Consulting Fee
100% Schematic Submittal – 15%	--
100% DD Submittal – 20%	\$7,200
90% CD Submittal – 25%	\$9,000
100% CD – 10%	\$3,600
DSA Approval – 10%	\$3,600
Construction Administration – 18%	\$6,480
Closeout – 2%	\$720
Total Fee	\$30,600

ADDITIONAL COMPENSATION INFORMATION & CLARIFICATIONS

- This proposal is valid for 30 days.
- GCG reserves the right to negotiate the amount of compensation and hourly rates set forth in this agreement if the project is delayed and/or stopped, through no fault of GCG, for a period of 90 days or more and then restarted.
- Invoicing for services will be provided on a monthly basis as time is incurred and will document percentage complete based on progress. Payment for invoices will be due within 30 days of the invoice date.

PROPOSAL ACCEPTANCE

GCG will commence work upon receipt of your acceptance of this proposal which also includes our standard terms and conditions.

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of April 3, 2018

ITEM: **AMENDMENT TO DERIVI CASTELLANOS ARCHITECTS
AGREEMENT FOR PROJECT MANAGEMENT SERVICES
FOR GENERAL MAINTENANCE AND FACILITIES SUPPORT**

PREPARED BY: **VALERIE WILLIAMS, SUPERINTENDENT**

TYPE OF ITEM: **REVIEW AND ACTION**

PURPOSE: To review and approve the agreement with Derivi Castellanos Architects for interim facilities and general maintenance support services due to the vacancy of the Chief Business Official position.

BACKGROUND INFORMATION: The April 3, 2018 Regular Board Meeting is anticipated as the last Board Meeting for the current Chief Business Official. Having an interim consultant provide facilities and general maintenance support services is needed to provide time for the school district to fill this vacancy, while meeting compliance and accountability requirements, and maintain the general operations of the school district.

DETAILS: The agreement is for Derivi Castellanos Architects to provide a project management expertise best suited for the interim needs of the school district. This consultant will be under the direction of the Superintendent. Short-term needs may be, but are not limited to:

- Coordinating the split up and relocation of the District Office
- Board Presentation on Facilities
- Routine Coordination with the Chief Lead Maintenance, Chief Lead Custodian, and the Business & Maintenance Secretary II
- Support in Lead testing of school sites
- Coordination with school site administrators on facilities needs

KEY QUESTIONS/ANSWERS:

1. How will this contract be paid for?
 - a. Costs for the contract will be offset by cost-savings of the Chief Business Official vacancy.
2. When will the Chief Business Official vacancy be filled?
 - a. We want to balance the need to fill the vacancy with the desire to recruit the best and brightest, and above all ensure the person fills the needs and priorities of the school district. Having this contract on an interim basis will provide that time for a quality recruitment process.

FINANCIAL INFORMATION:

Time & Materials based on fee schedule of staff hours. Primary costs attributable to the Project Coordinator.

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 Amendment to Derivi Castellanos Architects Agreement to Provide Project Management Services for General Maintenance and Facilities Support

**AMENDMENT TO AGREEMENT FOR PROGRAM MANAGEMENT SERVICES
BETWEEN ALBANY UNIFIED SCHOOL DISTRICT (“DISTRICT”) AND DERIVI
CASTELLANOS ARCHITECTS (“PROGRAM MANAGER”)**

The Program Management Agreement between Albany Unified School District (“District”) and Derivi Castellanos Architects (“Program Manager”) shall be amended as follows:

- I. Exhibit “F” – Other Projects
 - a. In addition to the other projects noted in the table and in accordance with Article I, Article II, and Exhibit D of the agreement, the District is authorizing:
 - i. Project Management for Facilities and General Maintenance Support Services on a Time and Material Basis as referenced in Exhibit A

PROGRAM MANAGER:

Derivi Castellanos Architects

By:



Juan G. Barroso

Its: Managing Partner

Date: March 27, 2018

DISTRICT:

Albany Unified School District

By:

Its: _____

Date: _____

March 23, 2018

Exhibit A

Mr. Allan Garde
 Chief Business Official
 ALBANY UNIFIED SCHOOL DISTRICT
 1051 Monroe Street
 Albany, CA 94706

Re: **PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES**
 Interim Facility Support Services

Dear Mr. Garde:

Thank you for asking Derivi Castellanos Architects (DCA) to provide a Proposal for Interim Facility Support Services as discussed in our meeting on March 21, 2018.

BACKGROUND AND PROPOSED SERVICES

The Albany Unified School District (AUSD) has a need for support in a number of areas related to facilities and maintenance. As an interim solution while AUSD hires Staff to address these needs, DCA is proposing to provide support on an as-needed basis. Services provided by DCA may include coordination, project management and design in support of ongoing, day-to-day facilities and maintenance issues and other special projects assigned to DCA by District Leadership. This interim support provided by DCA is expected to transition and conclude once AUSD hires new Staff.

TIMELINE

The proposed services will begin as-needed upon written authorization by AUSD, and will conclude by written notice to DCA by AUSD. This proposal is valid for 30 days.

COMPENSATION

The basis of Client payments to DCA shall be Time-and-Materials per attached Hourly Rates. Time and expenses will be tracked by "task" as assigned to DCA by AUSD. Reimbursable expenses and consultants will be billed at cost plus 10%. AUSD will be billed monthly. Invoiced amounts are payable and due within thirty (30) days from receipt of invoice.

ASSUMPTIONS & CLARIFICATIONS

1. Any guarantees of project schedules or budgets are excluded
2. Performance of District consultants, contractors or vendors is the District's responsibility
3. Responsibility for existing site conditions, deficiencies, violations, hazardous materials, contamination, uncertified projects that may exist on the site is excluded
4. DCA will not work with hazardous or contaminated materials

5. Any additional services requested by District and not specifically included in Task Proposals will incur additional costs at T&M Rates
6. DCA provides the following standard insurance coverages; if additional coverages are requested by District, they will be provided upon acceptance by MCOE of additional premium:
 - a. General Liability: \$1 million per occurrence/\$2 million aggregate
 - b. Auto: \$1 million per occurrence/\$2 million aggregate
 - c. Workers Comp: per statute
 - d. Professional Errors & Omissions: \$2 million per occurrence/\$2 million aggregate

NON-DISCRIMINATION

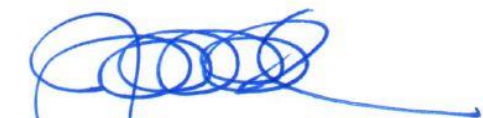
DCA, its employees and consultants do not discriminate on the basis of a persons' actual or perceived race, religious creed, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender, gender identity, gender expression, sex, or sexual orientation.

TERMINATION OF AGREEMENT

This agreement may be terminated by either party upon not less than twenty one days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

THIS PROPOSAL IS RESPECTFULLY SUBMITTED

DERIVI CASTELLANOS ARCHITECTS



Juan G. Barroso
 Managing Partner

THIS PROPOSAL IS ACCEPTED AS PRESENTED

ALBANY UNIFIED SCHOOL DISTRICT

 Signature of Authorized Representative

 Printed Name and Title

 Date

HOURLY RATE SCHEDULE
Effective January 1, 2018

The following rate schedule shall be used as a basis for establishing "time and materials" compensation:

Managing Partner	\$220.00
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ARCHITECTURAL SERVICES

Principal Architect	\$190.00
Director of Engineering	\$190.00
Architect	\$165.00
Sr. Designer	\$135.00
Sr. Project Coordinator	\$135.00
Designer	\$120.00
Project Coordinator	\$120.00
Drafter	\$100.00
Intern	\$80.00
Clerical Assistant	\$65.00
Consultants	actual cost +10%

PROJECT MANAGEMENT/CONSULTING SERVICES:

Funding Advisor	\$220.00
Director of Engineering	\$190.00
Sr. Project Manager	\$190.00
Project Manager	\$165.00
Cost Estimator	\$165.00
Sr. Project Coordinator	\$135.00
Project Coordinator	\$120.00
Intern	\$80.00
Clerical Assistant	\$65.00
Consultants	actual cost +10%

Reimbursable costs shall be billed at actual cost plus 10% and include reproduction, office consumables, mileage, shipping, telephone, software services, meeting costs, travel time, lodging, other miscellaneous services and expenses required to accomplish the work. Mileage will be reimbursed at the IRS standard mileage rate. These expenses shall not be considered a part of the overall maximum fee. All invoices are due and payable within 30 days of invoice date. All invoices for which payment is not received within 45 days will be assessed a 1.5% per month late charge (18% Annual Percentage Rate). This schedule is subject to adjustment every January 1st.

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of April 3, 2018

ITEM: **INDEPENDENT CONTRACTOR AGREEMENT WITH
RYLAND SCHOOL BUSINESS CONSULTING FOR GENERAL
FINANCIAL SERVICES SUPPORT**

PREPARED BY: **VALERIE WILLIAMS, SUPERINTENDENT**

TYPE OF ITEM: **REVIEW AND ACTION**

PURPOSE: To review and approve the agreement with Ryland School Business Consulting for interim financial support services due to the vacancy of the Chief Business Official position.

BACKGROUND INFORMATION: The April 3, 2018 Regular Board Meeting is anticipated as the last Board Meeting for the current Chief Business Official. Having an interim consultant provide general financial services is needed to provide time for the school district to fill this vacancy, while meeting compliance and accountability requirements, and maintain the financial operations of the school district.

DETAILS: The agreement is for Ryland School Business Consulting to provide a financial expert best suited for the interim needs of the school district, its size, and financial system. This consultant will be under the direction of the Superintendent. Short-term needs may be, but are not limited to:

- Development of the 2018-2019 Budget for Adoption in June 2018
- Alignment of the budget with the adoption of the Local Control Accountability Plan
- Board Presentations related to Business
- General financial analysis and projections
- Assist with general day to day financial operations of the school district

KEY QUESTIONS/ANSWERS:

1. How will this contract be paid for?
 - a. Costs for the contract will be offset by cost-savings of the Chief Business Official vacancy.
2. When will the Chief Business Official vacancy be filled?
 - a. We want to balance the need to fill the vacancy with the desire to recruit the best and brightest, and above all ensure the person fills the needs and priorities of the school district. Having this contract on an interim basis will provide that time for a quality recruitment process.

FINANCIAL INFORMATION:

\$160 per hour – General Fund

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 Agreement with Ryland School Business Consulting for General Financial Services Support

**ALBANY UNIFIED SCHOOL DISTRICT
INDEPENDENT CONTRACTOR SERVICES AGREEMENT**

This agreement is hereby entered into this ____ day of April, 2018 in the County of Alameda, State of California, by and between the Albany Unified School District, hereinafter referred to as "DISTRICT," and STLR Corp. dba RYLAND SCHOOL BUSINESS CONSULTING

CONTRACTOR

8334 Parus Way

MAILING ADDRESS

<u>Granite Bay</u>	<u>CA</u>	<u>95746</u>
CITY	STATE	ZIP

hereinafter referred to as 'CONTRACTOR.' DISTRICT and CONTRACTOR shall be collectively referred to as the Parties.

1. Contractor Services. Contractor agrees to provide the following services to District (collectively, the "Services"):

Services will be under the direction of the Superintendent.

Exhibit A outlines services which may include, but are not limited to the following: Budget Development; Year-End Closing of Financials; Day-to-day support of the Business Department; Oversight of Payroll, Accounts Payable, Purchasing, Accounts Receivable, and Finance; Budget Alignment with the Local Control Accountability Plan (LCAP); Presentations to the Governing Board

2. Contractor Qualifications. Contractor represents and warrants to District that Contractor and all of Contractor's employees, agents or volunteers (the "Contracted Parties") have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other legal qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. If any of the Services are performed by any of Contractor's Parties, such work shall only be performed by competent personnel under the supervision of and in the employment of Contractor.

3. Term. CONTRACTOR shall:

☐

Provide services under this AGREEMENT on the following specific date's

_____, _____, _____, _____, _____, _____, _____, and

complete performance no later than _____;

OR

☒

Commence providing services under this AGREEMENT on April 4, 2018 and

complete performance no later than March 31, 2019.

There shall be no extension of the Term of this Agreement without the express written consent from all parties. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Contractor or the Contracted Parties. In the event of early termination, Contractor shall be paid for satisfactory work performed to the date of termination. Upon payment by District, District shall be under no further obligation to Contractor, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.

4. Termination. Either party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other party; however the parties may agree in writing to a shorter time period for the effectiveness of such termination. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Contractor if Contractor materially violates any of the terms of this Agreement, any act or omission by Contractor or the Contracted Parties exposes District to potential liability or may cause an increase in District's insurance premiums, Contractor is adjudged a bankrupt, Contractor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency. Such termination shall be effective immediately upon Contractor's receipt of said notice.
5. Compensation. DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT. DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

- a. Such compensation shall be based on:
- ☐ An hourly rate of \$ _____ for a total amount of _____ hours.
- ☐ A daily rate of \$ _____ for a total amount of _____ days.
- ☒ \$ 160 per hour as needed
- b. Payment method shall be:
- ☐ Upon Completion.
- ☐ Date of Service
- ☒ **Other (Specify):** Monthly Billing

Any work performed by Contractor in excess of said amount shall not be compensated.

Payment shall be made upon approval of DISTRICT and receipt of an invoice from CONTRACTOR one copy clearly marked original. CONTRACTOR's invoice shall be sent to: Albany Unified School District, Attention: Accounts Payable, 1051 Monroe Street, Albany, CA, 94706.

6. Equipment and Materials. Contractor at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor of the Contracted Parties, even if such Equipment is furnished, rented or loaned to Contractor or the Contracted Parties by District. Furthermore, any Equipment or workmanship that does not conform to the regulations of this Agreement may be rejected by District and in such case must be promptly remedied or replaced by Contractor at no additional cost to District and subject to District's reasonable satisfaction.
7. California Residency. Contractor and the Contracted Parties shall be residents of the State of California.
8. Mutual Indemnification. Parties shall mutually defend, indemnify, and hold harmless each Party and its agents, representatives, officers, consultants, employees, District Board of Education, and members of the Board of Education, from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from the performance of this Agreement, including but not limited to Contractor's or the Contracted Parties' use of the site; Contractor's or the Contracted Parties' performance of the Services; each Party's breach of any of the representations or warranties contained in this Agreement; injury to or death of persons or damage to property or delay or damage to District or the District Parties; or for any act, error, omission, negligence, or willful misconduct of each Party, their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

9. Insurance. Without in any way limiting Contractor's liability or indemnification obligations set forth in Paragraph 8 above, District reserves the right to require contractor to procure and maintain throughout the Term of this Agreement the following insurance: (i) comprehensive general liability insurance with limits not less than \$1,000,000.00 each occurrence and \$1,000,000.00 in the aggregate; (ii) commercial automobile liability insurance with limits not less than \$100,000.00 each occurrence and \$100,000.00 in the aggregate; if applicable; and neither Contractor nor any of the Contracted Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insured. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If any of the required insurance is not reinstated, District may, at its sole option, terminate this Agreement. All of the policies shall also include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties.
10. Independent Contractor Status. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that s/he and the Contracted Parties shall not be considered officers, employees, agents, partners, or joint ventures of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.
11. Taxes. All payments made by District to Contractor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. District will not withhold any money from compensation payable to Contractor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor and the Contracted Parties and otherwise in connection with this Agreement.
12. Fingerprinting/Criminal Background Investigation Certification. Contractor and the Contracted Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

☒ Contractor and the Contracted Parties shall **only have limited or no contact** (as determined by District) with District students at all times during the Term of this Agreement.

☐ The following Contracted Parties have **more than limited contact** (as

determined by District) with District students during the Term of this Agreement:

[Attach and sign additional pages, as needed.]

☐ All of the Contracted Parties noted above, at no cost to District, have completed background checks and have been fingerprinted under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints reveal that none of these Contracted Parties have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information, including additional personnel, which differs in any way from the representations set forth above, Contractor shall immediately notify District and prohibit any new personnel from having any contact with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any such contact is permissible.

13. Tuberculosis Certification. Contractor and the Contracted Parties shall at all times comply with the tuberculosis ("TB") certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

☒ Contracted Parties shall **only have limited or no contact** (as determined by District) with District students at all times during the Term of this Agreement.

☐ The following Contracted Parties shall have **more than limited contact** (as determined by District) with District students during the Term of this Agreement and, at no cost to District, have received a TB test in full compliance with the requirements of Education Code section 49406:

Contractor shall maintain on file the certificates showing that the Contracted Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Contractor further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any such contact is permissible.

14. Confidential Information. Contractor shall maintain the confidentiality of and protect from unauthorized disclosure any and all individual student information received from the District, including but not limited to student names and other identifying

- information. Contractor shall not use such student information for any purpose other than carrying out the obligations under this agreement. Upon termination of this Agreement, Contractor shall turn over to District all educational records related to the services provided to any District student pursuant to this Agreement.
15. Assignment. Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District.
 16. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Contractor and District and their respective successors and assigns.
 17. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
 18. Amendments. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties.
 19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate court in Alameda County, California.
 20. Non-Discrimination. Contractor 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.
 21. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to Contractor at the address located next to the party signatures below, or if delivered at or sent by registered or certified mail to the last business address known to the person who sends the notice.
 22. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. Contractor agrees that it shall comply with all legal requirements for the performance of duties under this agreement and that failure to do so shall constitute material breach.
 23. Attorney Fees. If any legal action is taken to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other reasonable costs and expenses incurred in connection with that legal action.

24. Liability of District. Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect or incident damages, including but not limited to lost profits in connection with this Agreement.
25. Entire Agreement. This Agreement is intended by the parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.
26. Subject To Approval of Board. This Agreement confers no legal or equitable rights until it is approved by the District Board of Education at a lawfully conducted public meeting.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

DISTRICT:

ALBANY UNIFIED SCHOOL DISTRICT

By: _____
 Name: Val Williams
 Title: Superintendent

Address for District Notices:

Albany Unified School District
 1051 Monroe Street
 Albany, CA 94706

Date of Board Approval: _____

CONTRACTOR: _____

STLR Corp dba RYLAND SCHOOL BUSINESS CONSULTING

Tax Identification Number: _____

By _____
 Name: Teresa R Ryland
 Title: President

Address for Contractor Notices:

8334 Parus Way
Granite Bay, CA 95746



Exhibit A

SCHOOL BUSINESS SERVICES CONTRACT

This contract is made by and between STLR Corp, dba RYLAND SCHOOL BUSINESS CONSULTING (Contractor) and the ALBANY UNIFIED SCHOOL DISTRICT. Contractor will provide financial and business office services (described more specifically below) as needed and directed by District staff. In consideration of the services provided, the ALBANY UNIFIED SCHOOL DISTRICT will pay to Contractor hourly fees of \$160 for professional services and for travel time. All charges, including expenses, will be approved by the Superintendent of the ALBANY UNIFIED SCHOOL DISTRICT. Expenses are defined as actual, out-of-pocket expenses, such as lodging, meals, telephone charges, express or overnight mail charges, etc. The District will be billed on a monthly basis for fees and expenses. The term of this contract is twelve months.

RYLAND SCHOOL BUSINESS CONSULTING will provide general financial planning and business services to ALBANY UNIFIED SCHOOL DISTRICT which may include but are not limited to the following: business office assistance and training; budget development; year-end closing of the books; general financial analysis as needed for negotiations; charter school petition evaluation and fiscal viability analysis; documentation of procedures; development of financial strategies and analysis related to growth or decline; recommendations for board policy; preparation or review of short-term and long-term cash flow schedules; and presentations to the governing board.

It is expressly understood and agreed to by both parties that the Contractor, while carrying out and complying with any of the terms and conditions of this agreement, is a corporation licensed in California and not an employee of the District. This contract may be terminated by either party with 30 days' notice. In the case of early termination, ALBANY UNIFIED SCHOOL DISTRICT will be entitled to completion of all work in progress at its option, and RYLAND SCHOOL BUSINESS CONSULTING will be entitled to payment in full of all expenses and fees incurred.

AGREED:

Val Williams, Superintendent
ALBANY UNIFIED SCHOOL DISTRICT

s/ Teresa R Ryland
President
RYLAND SCHOOL BUSINESS CONSULTING

Date

Date

Douglas Crancer, CPA | Financial Consultant

Mr. Crancer has over 15 years of experience related to school finance and business operations. Prior to joining Ryland SBC in 2013, Mr. Crancer held the position of chief business official at various northern California school districts. As chief business official, Mr. Crancer was responsible for providing reliable enrollment, financial and cash flow projections, increasing operating efficiency, and serving on the Superintendent's Cabinet, helping to ensure financial resources were maximized to improve student achievement. Prior to becoming a chief business official, Douglas served as a Director of Fiscal Services and as a Supervisor of Fiscal Services / Internal Auditor. As director and supervisor, Mr. Crancer was responsible for directly preparing & monitoring district budgets, working with State departments to ensure reports were filed accurately, and completing all GASB 34 conversion entries to ensure that the accrual financial statements were presented per proper accounting standards.

Mr. Crancer entered school finance as an auditor for Goodell, Porter, & Fredericks, where he was responsible for conducting and supervising audits of Local Educational Agencies and various non-profit entities. Douglas received his Certified Public Accounting license in 2001, and is a member of the American Institute of Certified Public Accountants (AICPA). Douglas received his Bachelor of Arts in Accounting and Criminal Justice from the University of California, Santa Barbara.

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of April 3, 2018

**ITEM: BOARD OF EDUCATION APPOINTMENT TO THE
CITY OF ALBANY PARKS & RECREATION COMMISSION**

PREPARED BY: VALERIE WILLIAMS, SUPERINTENDENT

TYPE OF ITEM: REVIEW & ACTION

PURPOSE:

Board Trustees to approve the Board of Education appointment to the following City of Albany Parks & Recreation Commission

BACKGROUND INFORMATION/DETAILS:

Parks & Recreation Committee:

The City of Albany Parks & Recreation Commission advises the City Council on all matters of public recreation, public parks facilities, and public landscaping (including street trees and parkways) in the City. The Board of Education appoints two adult members, one of whom, Sue Mellers, recently resigned as of March 6, 2018. The Board of Education now needs to appoint one adult member.

Two candidates have submitted their applications: Hillary Sardinias and Francis Kelly. A statement of interest for each of these candidates is attached.

KEY QUESTIONS AND ANSWERS:

Q. How is information about committee appointments advertised?

A. Information about committee appointments is announced according to the City of Albany's normal established Maddy Act policy.

FINANCIAL INFORMATION: There is no impact to the District's budget.

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: REVIEW AND APPROVE THE BOARD OF EDUCATION
APPOINTMENT TO THE CITY OF ALBANY PARKS & RECREATION COMMISSION**

STATEMENT OF INTEREST FOR CANDIDATE: Hillary Sardinias

I am a botanist and entomologist who is passionate about conservation in urban and agricultural areas. I earned my PhD from the University of California Berkeley in the department of Environmental Science, Policy and Management. My dissertation focused on the ability of small habitats to support ecosystem services. Although my research had an agricultural focus, I took many courses on natural resource conservation and planning.

I previously worked in ecological restoration in many non-profits throughout the Bay Area, which helped me to become familiar with the local flora and fauna. I also worked for CA State Parks conducting rare plant surveys, wetland delineations and trail surveys - this provided me with insight into the planning process, specifically how to account for rare resources and avoid issues that could contribute to site degradation (such as erosion). With State Parks I assisted with the compilation of Mitigate Negative Declarations, which familiarized me with CEQA and other California permitting processes.

I am currently the Pacific Coast Pollinator Specialist for The Xerces Society for Invertebrate Conservation. In this position I work with farmers across the West Coast, as well as with government organizations including Resource Conservation Districts and the USDA's Natural Resource Conservation Service. I also work with many large and small agribusinesses. I frequently have to navigate diverse project goals to achieve the best outcomes for the parties involved in habitat restoration activities.

My main objective as part of this commission would be to balance as many interests as possible while supporting sustainable green spaces that improve the health of Albany residents and their environment.

I am collaborating with faculty at UC Berkeley and Gill Tract volunteers to create an educational pollinator hedgerow in the community farm, comprised of native shrubs. We have submitted a grant proposal to fund this effort, but have not yet heard back on the status. I have also tabled at Gill Tract events, providing information about the importance of native pollinators and other beneficial insects. I have given talks locally at East Bay and San Francisco Nerd Nite. I regularly participate in workshops and short courses around the Bay Area on the topic of beneficial insects.

STATEMENT OF INTEREST FOR CANDIDATE: FRANCIS KELLY

My biggest qualifications for the position are my passion for parks and my advocacy of urban forestry. I started advocating for trees years ago when I lived in the Richmond District of San Francisco where homeowners regularly attempted to remove street trees. I attended numerous Public Works hearings to fight to preserve the trees. Albany's street trees are one of its most beautiful features and I want to play an active role in making our city yet more green by protecting the trees we have and planting more. As the father of two young boys (6 and 4), I practically inhabit Albany's parks. We live next to Memorial Park and visit it multiple times a week, we regularly cycle on the Greenway, we do sports at Ocean View, and we play in the sand at the Bulb. My objective would be to improve these already vibrant green spaces. Memorial Park would benefit from more shade trees. I love the idea of climbable sculptures on the Greenway (as seen at the library). A little clean-up could revitalize the Bulb, allowing it to realize its unique potential as a park surrounded by water.

I appreciate your consideration of my candidacy. I would bring to the Commission an engineer's pragmatism and problem solving skills, a belief that good public space fosters community, and a desire to make Albany as beautiful and livable as it can be.

My family and I have lived in Albany since 2014 and are thrilled to call this home. We try to participate in community activities as often as possible. We have marched in the Solano Stroll with Albany Preschool every year that we've been here.

I regularly attend events at the Community Center, usually poetry related since my wife is the Poet Laureate. I recently volunteered at the Math Night at Cornell, where my older son is about to start first grade. Our older son has played little league and now plays soccer with the ABSC. We are also members of All Souls Episcopal Church in Berkeley.

Our family has benefited greatly from the efforts of others to make this a wonderful community and I would welcome the opportunity to make my own contribution.