

ALBANY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

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

REGULAR MEETING

ALBANY CITY HALL

1000 San Pablo Avenue
Albany, CA 94706

TUESDAY

October 19, 2010

A G E N D A

- I. OPENING BUSINESS 6:30 p.m.**
 A) Call to Order
 B) Roll Call
 D) Identify Closed Session Pursuant to Agenda Section III Below
- II. PUBLIC COMMENT PERIOD FOR CLOSED SESSION ITEMS**
General public comment on any Closed Session item will be heard. The Board may limit comments to no more than three (3) minutes.
- III. CLOSED SESSION 6:35 p.m.**
 A) With respect to every item of business to be discussed in Closed Session pursuant to Education Code Section 35146: Student Personnel Matters
- B) With respect to every item of business to be discussed in Closed Session pursuant to: Government Code Section 54957: Public Employee Appointment
Certificated
 1. Amendment
 a. Teacher
 2. Extra Assignment
 a. Coach, Wrestling
 b. Coach, Wrestling, Asst.
 3. Leave – none
 4. New Hire
 a. Coach, Basketball, Varsity
 b. Coach, Football, JV, Asst.
 c. Program Specialist
 5. Separation of Service – none
 6. Status Change – none

Classified

- 1. Amendment – none
- 2. Extra Assignment – none
- 3. Leave – none
- 4. New Hire
 - a. Coach, Basketball, Men’s JV
 - b. Coach, Basketball, Women’s Varsity
 - c. Coach, Cross County, Asst.
 - d. Coach, Football, JV
 - e. Coach, Soccer, Men’s JV
 - f. Coach, Soccer, Men’s Varsity
 - g. Coach, Soccer, Women’s JV
 - h. Coach, Soccer, Women’s Varsity
 - i. Coach, Wrestling, Asst., Job Share
 - j. Para-Educator, Lead
- 5. Separation of Service – none
- 6. Status Change – none

Uncompensated Service

- 1. Separation of Service
 - a. Intern
- 2. Volunteer

- C) With respect to every item of business to be discussed in Closed Session Pursuant to Government Code Section 54957.6: CONFERENCE WITH LABOR NEGOTIATOR (Superintendent Marla Stephenson, District Representative), Regarding Negotiations as pertains to:
 - a. California School Employees Association (CSEA)
 - b. Albany Teachers Association (ATA)
 - c. SEIU Local 1021

IV. OPEN SESSION

7:30 p.m.

Depending upon completion of Closed Session items, the Board of Education intends to convene to Open Session at 7:30 p.m. to conduct the remainder of its meeting, reserving the right to return to Closed Session at any time.

- A) Reconvene to Open Session
- B) Roll Call
- C) Pledge of Allegiance
- D) Report of Action Taken in Closed Session
- E) Approval of Agenda
- F) Approval of Consent Calendar

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

- 1. **Approval of Minutes**
 - a) October 5, 2010

2. **Personnel Assignment Order**

a) **Certificated Personnel – Public Employee Assignment, Employment, Appointment, Evaluation, Leave Requests:**

1. Amendment
 - a. Teacher
2. Extra Assignment
 - a. Coach, Wrestling
 - b. Coach, Wrestling, Asst.
3. Leave – none
4. New Hire
 - a. Coach, Basketball, Varsity
 - b. Coach, Football, JV, Asst.
 - c. Program Specialist
5. Separation of Service – none
6. Status Change – none

b) **Classified Personnel – Public Employee Assignment, Appointment Employment, Leave Requests:**

1. Amendment – none
2. Extra Assignment – none
3. Leave – none
4. New Hire
 - a. Coach, Basketball, Men's JV
 - b. Coach, Basketball, Women's Varsity
 - c. Coach, Cross County, Asst.
 - d. Coach, Football, JV
 - e. Coach, Soccer, Men's JV
 - f. Coach, Soccer, Men's Varsity
 - g. Coach, Soccer, Women's JV
 - h. Coach, Soccer, Women's Varsity
 - i. Coach, Wrestling, Asst., Job Share
 - j. Para-Educator, Lead
5. Separation of Service – none
6. Status Change – none

c) **Uncompensated Service**

1. Separation of Service
 - a. Intern
2. Volunteer

3. **Personnel**

- a) Approve Resolution No. 2010-11-06 in the Matter of
Certificated Assignments Outside Credential Authorization Pg 7
- b) Approve the Master Contract Agreement between Albany
Unified School District and Carmen Burks for teacher coach
services Pg 9

- 4. **Curriculum and Instruction**
 - a) Approve the Student Teaching Agreement between Albany Unified School District and Dominican University Pg 10
 - b) Approve the Amendment to the Memorandum of Understanding between Albany Unified School District and East Bay Center for the Performing Arts Pg 11
 - c) Approve the Independent Contractor Agreement between Albany Unified School District and Alison Seevak for poetry Enrichment classes at Cornell Elementary School Pg 14

- 5. **Business and Operations**
 - a) Accept donation to fund athletic programs at Albany High School from the Albany High School Athletic Boosters Pg 15
 - b) Approve site donations from August 21, 2010 – October 8, 2010 Pg 16
 - c) Approve the award of special testing and inspection services for the Albany High School Aquatic Center Pg 19
 - d) Approve the award of geotechnical testing and inspection services for the Albany High School Aquatic Center Pg 35
 - e) Approve the Fiscal Crisis and Management Assistance Team Study Agreement for Special Education Pg 47
 - f) Approve the Annual Accounting of Developer Fees for the 2009-10 Fiscal Year Pg 53

- 6. **Student Services**
 - a) Approve the Master Contract between Albany Unified School District and Faltz Associates, Inc. Pg 57
 - b) Approve the Master Contract between Albany Unified School District and Bayhill High School Pg 58

V. **STUDENT BOARD MEMBERS**
A) Student Board Member Report

- VI. **STAFF REPORTS**
A) Update on the 2009-10 Single School Plans Goals for Cornell, Marin and Ocean View Schools Pg 59
B) Food Service Report (Oral Report)

VII. **PERSONS TO ADDRESS THE BOARD ON MATTERS NOT ON THE AGENDA**

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

VIII. REVIEW AND ACTION ITEMS

(Members of the public will have the opportunity to speak on all issues.)

- A) Open the Public Hearing for Resolution No. 2010-11-04 in the Matter of Approving the Intent to Convey Certain Real Property to the City of Albany for the Buchanan Bicycle and Pedestrian Path Project Easement Situated on the Southside of Buchanan Street Pg 67
- B) Close the Public Hearing for Resolution No. 2010-11-04 in the Matter of Approving the Intent to Convey Certain Real Property to the City of Albany for the Buchanan Bicycle and Pedestrian Path Project Easement Situated on the Southside of Buchanan Street
- C) Approve Resolution No. 2010-11-07 in the Matter Approving the Conveyance of Certain Real Property to the City of Albany for the Buchanan Bicycle and Pedestrian Path Project Easement Situated on the Southside of Buchanan Street Pg 72
- D) Approve the Temporary Construction Easement and Agreement between Albany Unified School District and the City of Albany for the Buchanan Bicycle and Pedestrian Path Project Pg 80
- E) Approve Resolution No. 2010-11-08 in the Matter of Support of Applications for Eligibility Determination and Funding Authorization to Sign Applications and Associated Documents Pg 86
- F) Conduct 2nd reading and approve BP 3312 – Professional Services Contracts (Business and Operations) Pg 89
- G) Approve Board Study Session for November 16, 2010 from 5:00 p.m. to 6:30 p.m. to discuss equity for grades Kindergarten through 5 Pg 93

IX. REVIEW AND DISCUSSION ITEMS

- A) State Budget Update Pg 94
- B) Education Jobs Funds – Initial Site Priority List Pg 97
- C) Board Study Session on Equity for grades Kindergarten through 5 – Process and Goals Pg 101

X. BOARD AND SUPERINTENDENT COMMENTS

XI. FUTURE AGENDA ITEMS

- A) Single School Plans November
- B) Special Education Report November
- C) Technology Report November
- D) Strategic Planning Update November
- E) Wellness Committee Report November
- F) Facilities Update November
- G) First Interim Report December
- H) Measure E BOC Final Report January
- I) Measure A BOC Final Report January

XII. FUTURE BOARD MEETINGS

- A) WEDNESDAY, November 3, 2010, 7:30 p.m., Regular Meeting
Albany City Hall, 1000 San Pablo Avenue, Albany

- B) Tuesday, November 16, 2010, 5:00 p.m., Study Session
Albany City Hall, 1000 San Pablo Avenue, Albany
- C) Tuesday, November 16, 2010, 7:30 p.m., Regular Meeting
Albany City Hall, 1000 San Pablo Avenue, Albany
- D) Tuesday, December 7, 2010, 7:30 p.m., Regular Meeting
Albany City Hall, 1000 San Pablo Avenue, Albany

XIII. ADJOURNMENT

The Board believes that late night meetings deter public participation, can affect the Board's decision-making ability, and can be a burden to staff. Regular Board Meetings shall be adjourned at 10:00 p.m. unless extended to a specific time determined by a majority of the Board.

The Board of Education meeting packet is available for public inspection at the Albany Public Library, 1247 Marin Avenue, all school sites, and the lobby of the Albany Unified School District office, 1051 Monroe Street, Albany. The agenda 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 Disability 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 give 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 AGENDA BACKUP**

Regular Meeting of October 19, 2010

ITEM: **APPROVE RESOLUTION NO. 2010-11-06 IN THE MATTER OF
CERTIFICATED ASSIGNMENTS OUTSIDE CREDENTIAL
AUTHORIZATION**

PREPARED BY: Cynthia Attiyeh, Human Resources Administrator

TYPE OF ITEM: **CONSENT**

BACKGROUND INFORMATION:

Provision within the Education Code and Title 5 regulations provide legal avenues for the assignment of certificated employees outside their basic credential document authorization. These options allow local employing agencies the flexibility to assign individuals to teach subjects or provide services other than those authorized by the credential held. Consent of the individual is also required.

RECOMMENDATION: Approve Resolution No. 2010-11-06 in the Matter of Certificated Assignments Outside Credential Authorization

Albany Unified School District
Board of Education

Resolution **2010-11-06**
Certificated Assignments Outside Credential Authorization

WHEREAS, California Education code section 44256(b) stipulates that.. “The Governing Board of a school district may by resolution authorize the holder of a multiple subject teaching credential or a standard elementary credential to teach any subject in departmentalized classes to a given class or group of students below grade 9, provided the teacher has completed at least 12 semester units, or 6 upper division or graduate units of coursework at an accredited institution in each subject to be taught. The authorization shall be with the teacher’s consent”, and

WHEREAS, California Education Code Section 44258.3 stipulates in part that.. “The Governing Board of a school district may assign the holder of a credential, other than an emergency permit, to teach any subjects in departmentalized classes in kindergarten or any of grade 1 to 12, inclusive, provided that the governing board verifies, prior to making the assignment, that the teacher has adequate knowledge of each subject to be taught and the teacher consents to that assignment)

WHEREAS, the following Albany Unified School District certificated employees have indicated their consent and verified their qualifications as outline in Education Code Sections 44256(b) and 44258.3:

Employee	School Site	2010-2011 Assignment	Ed. Code Section
Arnold, Yvonne	Ocean View	PE	44256(b)
Gamba, Thomas	Albany Middle	Drama	44256(b)
Shibano, Deirdre	Albany High	Dance	44258.3

NOW, THEREFORE BE IT RESOLVED THAT THE Board OF Education of the Albany Unified School District, in conformance with Education Code Sections 44256(b) and 44263 authorizes the above certificated employees to teach outside their assigned credential authorization for the 2010-2011 school year.

PASS AND ADOPTED THIS 19TH day of October, 2010, by the Board of Education of the Albany Unified School District.

AYES:

NOES:

ABSTAIN:

ABSENT:

I certify that the foregoing Resolution was duly introduced, passed and adopted as stated above.

Marla Stephenson, Superintendent

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of October 19, 2010

ITEM: **APPROVE THE MASTER CONTRACT AGREEMENT
BETWEEN ALBANY UNIFIED SCHOOL DISTRICT AND
CARMEN BURKS FOR TEACHER COACH SERVICES**

PREPARED BY: Cynthia Attiyeh, HR Administrator

TYPE OF ITEM: **CONSENT**

BACKGROUND INFORMATION:

Dates of Service:

October 20, 2010 through June 30, 2011

Description of Services:

Provide professional development and support to teachers in order to strengthen their teaching practice to meet and exceed the California Standards for the Teaching Profession. Some of the methods used to support teachers include but are not limited to: coach observations, goal setting, teacher observations, providing professional development information, reflective activities, inquiry based action plans.

Rate:

Coach-\$1,000.00 per Participating Teacher

Cost not to Exceed:

\$4,000.00

Standard Contract

Contract deviates from standard contract. Description below.

FINANCIAL INFORMATION:

Funding Source: General Fund

RECOMMENDATION: Approve the Master Contract Agreement between Albany Unified School District and Carmen Burks for teacher coach services.

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of October 19, 2010

ITEM: **APPROVE THE STUDENT TEACHING AGREEMENT
BETWEEN ALBANY UNIFIED SCHOOL DISTRICT AND
DOMINICAN UNIVERSITY**

PREPARED BY: Lynda Hornada, Director of Curriculum and Instruction

TYPE OF ITEM: **CONSENT**

BACKGROUND INFORMATION:

Dates of Service:
October 20, 2010 – June 30, 2011

Description of Services:
The Student Teaching Agreement will allow Dominican University students to do their student teaching in AUSD schools.

Rate:
No Cost to District

Cost not to exceed:
N/A

Standard Contract

Contract deviates from Standard Contract. Description below.

FINANCIAL INFORMATION:

Funding Source: N/A

RECOMMENDATION: Approve the Student Teaching Agreement between Albany Unified School District and Dominican University

<p>ALBANY UNIFIED SCHOOL DISTRICT BOARD AGENDA BACKUP</p> <p>Regular Meeting of October 19, 2010</p>
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ITEM: **APPROVE THE ADMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN ALBANY UNIFIED SCHOOL DISTRICT AND EAST BAY CENTER FOR THE ARTS**

PREPARED BY: Lynda Hornada, Director of Curriculum and Instruction

TYPE OF ITEM: **CONSENT**

BACKGROUND INFORMATION:

Dates of Service:
October 20, 2010 – June 30, 2011

Description of Services:
The amendment will extend the current K-3 staggered reading enrichment program to allow for after school enrichment classes at the elementary schools.

Rate:
No Cost to District

Cost not to exceed:
N/A

- Standard Contract
- Contract deviates from Standard Contract. Description below.**

The amendment is attached.

FINANCIAL INFORMATION:

Funding Source: Families will pay between \$7-11 dollars per class.

<p><u>RECOMMENDATION:</u> Approve the amendment to the Memorandum of Understanding between Albany Unified School District and East Bay Center for the Performing Arts</p>
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East Bay Center for the Performing Arts

339-11th STREET, RICHMOND, CALIFORNIA 94801 • 510-234-5624 • 510-234-8206 FAX
<http://www.eastbaycenter.org>

AMENDMENT TO
 MEMORANDUM OF UNDERSTANDING
 Between
East Bay Center for the Performing Arts
 And
Albany Unified School District
October 1, 2010

This Amendment to the Memorandum of Understanding dated September 1, 2010, between the **East Bay Center for the Performing Arts (EBCPA)** and **Albany Unified School District (AUSD)** covers after school programming to be managed by the East Bay Center for the Albany Unified School District. It does not alter or change any of the provisions of MOU.

The East Bay Center will manage after school classes at Cornell, Marin, and/or Ocean View Elementary Schools as requested by the district, individual schools, teachers and/or other individuals and organizations. Once a request for an after school class is submitted the EBCPA and AUSD will jointly decide if the class is to be offered. These after school classes may be open to all grades at the three schools, although specific classes may be restricted to targeted and/or appropriate grade levels (e.g., 4th & 5th grade instrumental music) at the discretion of the instructor and with the approval of EBCPA and AUSD.

In addition to responsibilities outlined in the previous MOU, EBCPA responsibilities include:

- The EBCPA will assist the teacher in publicizing the class.
- EBCPA will keep enrollment lists and bill parents and collect payment.
- Billing will be done 6 times a year (in conjunction with billing cycles for the Enrichment program.)
- Teachers will be considered faculty of EBCPA and will be paid at faculty rates.
- Teachers will be covered by the EBCPA liability insurance and will be cleared through LiveScan fingerprinting, have TB testing, and will have taken classes in Child Abuse reporting.
- EBCPA will NOT have staff on site for after school classes.
- EBCPA retains the right to cancel classes if enrollment drops.
- EBCPA is NOT responsible for where children go after class.

Teacher responsibilities:

- Individual teachers will be responsible for liaising with individual school site leadership to secure rooms for the class.
- The length and duration of the class will be at the discretion of the instructor.

East Bay Center for the Performing Arts

339-11th STREET, RICHMOND, CALIFORNIA 94801 • 510-234-5624 • 510-234-8206 FAX
<http://www.eastbaycenter.org>

- Teachers will responsible for roll and transmitting attendance to EBCPA for billing purposes.
- Teachers will be responsible for securing their own materials.
- Teachers (in conjunction with school sites) are responsible for where children go upon dismissal.

AUSD and/or individual school responsibilities include:

- Securing parent volunteers when children need to be walked from one school site to another.
- School sites (in conjunction with teachers) are responsible for where children go upon dismissal.

Rates for classes will range from \$7 to \$11 per class depending on the length of the class and materials.

All programming is subject to review by the Albany Unified School District. All good faith efforts to fulfill the commitments stated above shall be made and recognized. Any changes to this Amendment shall be made in writing and agreed to by all parties.

Eric Engdahl, Ph.D.
Date
Director, Art & Public Education
East Bay Center for the Performing Arts

Date
Albany Unified School District

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of October 19, 2010

ITEM: **APPROVE THE INDEPENDENT CONTRACTOR AGREEMENT WITH ALBANY UNIFIED SCHOOL DISTRICT AND ALISON SEEVAK FOR POETRY ENRICHMENT CLASSES AT CORNELL SCHOOL**

PREPARED BY: Lynda Hornada, Director of Curriculum and Instruction

TYPE OF ITEM: **CONSENT**

BACKGROUND INFORMATION:

Dates of Service:
October 20, 2010 – February 2, 2011

Description of Services:
Alison Seevak will provide poetry enrichment classes for all 5th grade classes at Cornell School. The program is tentatively scheduled to run at Marin in February and at Ocean View in May.

Rate:
30 Sessions@ \$75.00 per session

Cost not to exceed:
\$2,250

Standard Contract

Contract deviates from Standard Contract. Description below.

FINANCIAL INFORMATION:

Funding Source: Donations

RECOMMENDATION: Approve the Independent Contractor Agreement between Albany Unified School District and Alison Seevak for poetry enrichment classes at Cornell School

ALBANY HIGH SCHOOL ATHLETIC BOOSTERS

1563 Solano Ave., #289
Berkeley, CA 94707

September 27, 2010

Albany Unified School District
904 Talbot Ave.
Albany, CA 94706

Attention: Marla Stephenson, Superintendent

Subject: Donation to Fund Athletic Programs at Albany High School

Dear Ms. Stephenson:

Albany High School Athletic Boosters is pleased to make a grant of \$34,000 to the Albany Unified School District. We are making this donation to fund athletic programs at Albany High School. Our donation check is enclosed.

Sincerely,



Jim Quinn
Treasurer, AHS Athletic Boosters

ALBANY UNIFIED SCHOOL DISTRICT
DONATIONS OVER \$50.00
AUGUST 21 - OCTOBER 8

<u>DONER</u>	<u>GIFT</u>	<u>AMOUNT</u>
CORNELL ELEMENTARY SCHOOL		
Benny and Qiting Fong	Monetary donation to Cornell Elementary	\$ 150.00
Jin Suk	Monetary donation to C. Zmich's Class	\$ 50.00
Deborah Lee and Kaipō Baysa	Monetary donation to A. Shiromoto's Class	\$ 50.00
Lori and Michael Saaf	Monetary donation to S. Dornisch's Class	\$ 50.00
Sung Hun Cho	Monetary donation to N. Johnson's Class	\$ 100.00
Sung Hun Cho	Monetary donation to S. Dennis' Class	\$ 100.00
Chevron	Monetary donation to Cornell Elementary	\$ 500.00
East Bay Regional Park District	Monetary donation to Cornell Elementary	\$ 150.00
Nestle Professional	Monetary donation to Cornell Elementary	\$ 161.00
Target Stores	Monetary donation to Cornell Elementary	\$ 344.26
Wells Fargo Foundation	Monetary donation to Cornell Elementary	\$ 414.00
Total for Cornell Elementary School		\$ 2,069.26
MARIN ELEMENTARY SCHOOL		
Christopher Noble and Susannah Patton	Monetary donation to L. Avery's Class	\$ 60.00
Margaret Lord and Erik Davidson	Monetary donation to K. Fox-Reynold's Class	\$ 50.00
Mirko Yovanovich and Sheila Conn	Monetary donation to L. Avery's Class	\$ 50.00
Shoshana Klein and Keith Weinstein	Monetary donation to L. Avery's Class	\$ 50.00
Valerie Risk and Bryan Marten	Monetary donation to L. Avery's Class	\$ 100.00
Total for Marin Elementary School		\$ 310.00
OCEAN VIEW ELEMENTARY SCHOOL		
Cleide Lopes	Monetary donation to J. Fraser's Class	\$ 50.00
Jose Ruiz and Teresa Boyra	Monetary donation to J. Fraser's Class	\$ 90.00
Judith Sinclair	Monetary donation to J. Sinclair's Class	\$ 50.00
Roseline Chen	Monetary donation to J. Sinclair's Class	\$ 50.00
LifeTouch	Monetary donation to Ocean View Elementary	\$ 374.06
Target Stores	Monetary donation to Ocean View Elementary	\$ 161.37
Wells Fargo Foundation	Monetary donation to Ocean View Elementary	\$ 65.00
Total for Ocean View Elementary School		\$ 840.43
ALBANY MIDDLE SCHOOL		
Total for Albany Middle School		\$ -

ALBANY UNIFIED SCHOOL DISTRICT

P17

DONATIONS OVER \$50.00

AUGUST 21 - OCTOBER 8

DONER

GIFT

AMOUNT

ALBANY HIGH SCHOOL

A. Masa Miyashiro	Monetary donation to the Athletic Programs	\$ 400.00
Adam and Margaret Syed	Monetary donation to the Athletic Programs	\$ 400.00
Barbara and David Diaz	Monetary donation to the Athletic Programs	\$ 400.00
Chantal Rohlfing	Monetary donation to the Athletic Programs	\$ 100.00
Daniel and Kristin Maldonado	Monetary donation to the Athletic Programs	\$ 300.00
Darrell and Kelley Kelley	Monetary donation to the Athletic Programs	\$ 200.00
Deborah Marquez and Kevin Corcoran	Monetary donation to the Athletic Programs	\$ 150.00
Elizabeth Tyler	Monetary donation to the Athletic Programs	\$ 300.00
Eric Brown and Xiaoyu Huang	Monetary donation to the Athletic Programs	\$ 400.00
Gina Tu-Chan	Monetary donation to the Athletic Programs	\$ 350.00
Hertha Wong	Monetary donation to the Athletic Programs	\$ 300.00
Katherine Sullivan	Monetary donation to the Athletic Programs	\$ 150.00
Kumiko Yamaguchi	Monetary donation to the Athletic Programs	\$ 300.00
Kyung and Mi Kim	Monetary donation to the Athletic Programs	\$ 300.00
Leif and Dr. Sushma Magnuson	Monetary donation to the Athletic Programs	\$ 700.00
Malia Muto-Isolani	Monetary donation to the Athletic Programs	\$ 300.00
Mark Roelke	Monetary donation to the Athletic Programs	\$ 300.00
Michael Mejia Photography	Monetary donation to the Athletic Programs	\$ 100.00
Michelle Clements-Gray	Monetary donation to the Athletic Programs	\$ 200.00
Miguel Lopez	Monetary donation to the Athletic Programs	\$ 150.00
Nariaki and Etsuko Kuriyama	Monetary donation to the Athletic Programs	\$ 300.00
Natela Katamadze and Anton Collins	Monetary donation to the Athletic Programs	\$ 400.00
Philippe and Tiffany Lefour	Monetary donation to the Athletic Programs	\$ 300.00
Robert Root	Monetary donation to the Athletic Programs	\$ 100.00
Salvador Menjivar	Monetary donation to the Athletic Programs	\$ 150.00
Urjin Gerlee	Monetary donation to the Athletic Programs	\$ 200.00
Target Stores	Monetary donation to the Albany High School	\$ 1,197.53
Wells Fargo Foundation	Monetary donation to the EDSAT Program	\$ 2,880.00
Wells Fargo Foundation	Monetary donation to the Albany High School	\$ 180.00
Total for Albany High School		\$ 11,507.53

MACGREGOR HIGH SCHOOL

Total for MacGregor High School \$ -

ALBANY UNIFIED SCHOOL DISTRICT
DONATIONS OVER \$50.00
AUGUST 21 - OCTOBER 8

DONER**GIFT****AMOUNT****ALBANY CHILDREN'S CENTER**

Alejandra Padilla	Monetary donation for the Young Scholar's Program	\$ 100.00
Ana Cano-Gonzalez	Monetary donation for the Young Scholar's Program	\$ 100.00
Anni Tilt and David Arkin	Monetary donation for the Young Scholar's Program	\$ 100.00
Areta Crivelari	Monetary donation for the Young Scholar's Program	\$ 100.00
Blanca Membreno	Monetary donation for the Young Scholar's Program	\$ 100.00
Bo Ren	Monetary donation for the Young Scholar's Program	\$ 100.00
Charislaine Miranda	Monetary donation for the Young Scholar's Program	\$ 100.00
Cleide Lopes	Monetary donation for the Young Scholar's Program	\$ 100.00
David De Hart	Monetary donation for the Young Scholar's Program	\$ 100.00
Delia Perreira	Monetary donation for the Young Scholar's Program	\$ 100.00
Domerica Castillo	Monetary donation for the Young Scholar's Program	\$ 100.00
E. Cynthia Hegedus and Joseph Rusconi	Monetary donation for the Young Scholar's Program	\$ 1,000.00
Fatemah S Taha-Nejad	Monetary donation for the Young Scholar's Program	\$ 100.00
Guadalupe Gonzalez	Monetary donation for the Young Scholar's Program	\$ 120.00
Harry Chomsky and Amy Apel	Monetary donation for the Young Scholar's Program	\$ 50.00
Jaime Trujillo	Monetary donation for the Young Scholar's Program	\$ 100.00
Jane Williams & Reuel Schiller	Monetary donation for the Young Scholar's Program	\$ 100.00
Jennifer Marquez	Monetary donation for the Young Scholar's Program	\$ 160.00
Jeovanne Netto	Monetary donation for the Young Scholar's Program	\$ 100.00
Jessica Cleary-Kemp	Monetary donation for the Young Scholar's Program	\$ 100.00
Joan Wickstrom	Monetary donation for the Young Scholar's Program	\$ 100.00
Joan/Joseph Adams	Monetary donation for the Young Scholar's Program	\$ 100.00
Laura & McKaile Alie	Monetary donation for the Young Scholar's Program	\$ 50.00
Leila dos Santos	Monetary donation for the Young Scholar's Program	\$ 100.00
Linda Ronan	Monetary donation for the Young Scholar's Program	\$ 100.00
Martin Gonzalez	Monetary donation for the Young Scholar's Program	\$ 100.00
Micaela Gonzalez-Medina	Monetary donation for the Young Scholar's Program	\$ 100.00
Milene Silva	Monetary donation for the Young Scholar's Program	\$ 100.00
Mitzi Rivas	Monetary donation for the Young Scholar's Program	\$ 100.00
Orion Weiner & Heidi Ronfeldt	Monetary donation for the Young Scholar's Program	\$ 100.00
Peter & Yali Lincroft	Monetary donation for the Young Scholar's Program	\$ 100.00
Peter Chen/Lauren Chiang	Monetary donation for the Young Scholar's Program	\$ 100.00
Rejane Sousa	Monetary donation for the Young Scholar's Program	\$ 100.00
Robert Blaisdell & Simone Brumis	Monetary donation for the Young Scholar's Program	\$ 100.00
Robert Lieber & Cheryl Taubenfeld	Monetary donation for the Young Scholar's Program	\$ 100.00
Samchung Dagal	Monetary donation for the Young Scholar's Program	\$ 100.00
Vilma Hernandez	Monetary donation for the Young Scholar's Program	\$ 100.00
Yvonne Mansell	Monetary donation for the Young Scholar's Program	\$ 100.00
Zarela Cueva	Monetary donation for the Young Scholar's Program	\$ 100.00
Total for Albany Children's Center		\$ 4,780.00

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of October 19, 2010

ITEM: AWARD OF SPECIAL TESTING AND INSPECTION SERVICES FOR THE ALBANY HIGH SCHOOL AQUATIC CENTER

PREPARED BY: MARLA STEPHENSON, SUPERINTENDENT *MS*

TYPE OF ITEM: ACTION

BACKGROUND INFORMATION:

The Division of the State Architect (DSA) requires that specific materials inspection and special testing be performed to ensure the construction of the Albany High School Aquatic Center is consistent with the DSA approved project plans.

Three qualified and reputable special testing firms were asked to provide rate sheets and an estimated total project price to perform the required services for the project. A fixed fee amount cannot be provided due to the nature of the work and the uncertainty of the number of tests and re-tests required. The following are the responses to the proposal request:

Firm	Cost
Consolidated Engineering Laboratories (CEL)	Provided rate sheet \$25,853 total estimated cost
Wallace-Kuhl and Assoc.	Provided rate sheet, but no total cost
Kleinfelder Inc.	Did not respond

A review of the two rate sheets, shows that hourly rates are comparable between CEL and Wallace-Kuhl. CEL's total estimated project cost of \$25,853 is reasonable and well under the Aquatic Center's budget of \$74,042 for special testing and inspection.

RECOMMENDATION: APPROVE CONTRACT FOR ALBANY HIGH SCHOOL AQUATIC CENTER SPECIAL TESTING AND INSPECTION SERVICES TO CONSOLIDATED ENGINEERING LABORATORIES



**CONSOLIDATED ENGINEERING
LABORATORIES**

September 1, 2010

Albany Unified School District
C/O Mr. David Burke
Bollo Construction
904 Talbot Avenue
Albany, California 94706

Via E-Mail: dburke@bolloconstruction.com

**Subject: Albany Unified School District Pool; 603 Key Route Boulevard, Albany, California 94706
CEL #10-24130PW; DSA File #1-2; Application #01-111044
Materials Testing and Construction Inspection Services**

Dear Mr. Burke:

Consolidated Engineering Laboratories (CEL) is pleased to submit our cost proposal to provide materials testing and construction inspection services for the Albany Unified School District project, located at 603 Key Route Boulevard in Albany, California. CEL would be proud to be part of your team, helping to ensure the construction quality and success of this project.

Following are our cost estimate and scope of services. We assembled this proposal based on the following sources:

- Architectural drawings prepared by LPA, Inc. dated July 21, 2010;
- Structural drawings prepared by KPFF Consulting Engineers, dated July 21, 2010
- DSA-103 Form, dated July 21, 2010;
- Project Manuals Volumes 1 & 2, dated July 13, 2010;
- Addendums 1 through 3 dated August 18, 2010 to August 20, 2010.

Thank you for giving CEL the opportunity to be a part of your project team. We are committed to giving our clients the best service for their testing and inspection needs, and are eager to prove this commitment to you. Should you have any questions or require additional information, please do not hesitate to contact me.

Respectfully submitted,
CONSOLIDATED ENGINEERING LABORATORIES

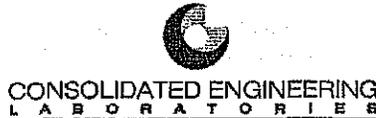

Scott Thomas
Business Development Executive

ST/jea

This proposal, when signed by client at the space indicated below, shall constitute a legally enforceable contract on the precise, unaltered terms set forth in this proposal and the accompanying Contract Terms and Conditions.

Client: Albany Unified School District

Date



ASSUMPTIONS

We assume the Geotechnical Engineer of Record, or another firm, will provide the following testing and/or inspection:

- Preparation of the building pad;
- Foundation/pier excavations;
- Utility trench/retaining wall backfill;
- Site improvements .

We anticipate the Inspector of Record (IOR) will perform the reinforcing steel and concrete placement observations. However, at the IOR's request, CEL can perform these services and would bill for such services at the unit rates herein.

We anticipate the concrete batch plant facility will provide a weighmaster's certificate and that the DSA will waive the requirement for continuous batch plant inspection. We have based our proposal on periodic inspection, from our experience on similar projects.

We anticipate the structural steel will be fabricated, concurrently, at a local facility. Furthermore, we anticipate continuous welding inspection services will be performed during normal business hours, Monday through Friday. We do not anticipate our services will be required for overtime, shift or weekend work. Our cost proposal is based on the same.

We anticipate that the Buckling Restrained Braces (BRB's) will be fabricated at Core Brace in Utah. Please note that CEL can cover the fabrication for BRB's from our Salt Lake City office and will not charge for per diem, mileage, or travel time whatsoever.

A Construction Schedule was not available at the time of preparing this cost proposal. Once one is available, we would like an opportunity to review and revisit our proposal, if necessary.

In the event that the Client requests testing and inspection services that are not included in our cost proposal, they will be billed at the unit rates herein.

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**ALBANY UNIFIED SCHOOL DISTRICT POOL
ALBANY, CALIFORNIA
CEL #10-24130PW**

PRICING

Description	Quantity	Unit Rate	Subtotals	
REINFORCED CONCRETE				
Mix Design Review	1 Each	\$ 100.00	\$ 100.00	
Sampling and Tagging Reinforcing Steel	20 Hours	\$ 70.00	\$ 1,400.00	
Rebar Tensile & Bend Test	12 Hours	\$ 80.00	\$ 960.00	
Batch Plant Inspection	8 Hours	\$ 70.00	\$ 560.00	
Concrete Sampling	20 Hours	\$ 70.00	\$ 1,400.00	
Compression Tests	20 Cylinders / 5 Sets	\$ 18.00	\$ 360.00	
Sample Pick-Ups	3 Trips	\$ 50.00	\$ 150.00	
SUBTOTAL:			\$ 4,930.00	
STRUCTURAL MASONRY (TITLE 24)				
Mix Design Review	2 Each	\$ 100.00	\$ 200.00	
Continuous Inspection	40 Hours	\$ 75.00	\$ 3,000.00	
Composite Prisms	3 Each	\$ 150.00	\$ 450.00	
CMU Block Testing (ASTM C140)	1 Each	\$ 100.00	\$ 100.00	
Grout Compression Tests	9 Each / 3 Sets	\$ 30.00	\$ 270.00	
Mortar Compression Tests	9 Each / 3 Sets	\$ 30.00	\$ 270.00	
Sample Pick-Ups	3 Trips	\$ 50.00	\$ 150.00	
SUBTOTAL:			\$ 4,440.00	
STRUCTURAL STEEL INSPECTION				
Welding Procedure Specification Review	2 Each	\$ 100.00	\$ 200.00	
Shop Fabrication Inspection	80 Hours	\$ 70.00	\$ 5,600.00	
Field Welding Inspection	60 Hours	\$ 70.00	\$ 4,200.00	
Material Identification	8 Hours	\$ 70.00	\$ 560.00	
Test High Strength Nuts, Bolts and Washers	4 Each	\$ 180.00	\$ 720.00	
SUBTOTAL:			\$ 11,280.00	
STRUCTURAL STEEL - BUCKLING RESTRAINED BRACES				
Welding Procedure Specification Review	1 Each	\$ 100.00	\$ 100.00	
Shop Fabrication Inspection	32 Hours	\$ 55.00	\$ 1,760.00	
Field Bolting Inspection	12 Hours	\$ 70.00	\$ 840.00	
SUBTOTAL:			\$ 2,700.00	
POST-INSTALLED ANCHORS				
Placement of Post-Installed Anchors	8 Hours	\$ 70.00	\$ 560.00	
Proofload or Torque Testing	12 Hours	\$ 70.00	\$ 840.00	
SUBTOTAL:			\$ 1,400.00	
MISCELLANEOUS				
Final Affidavit	1 Per Permit	\$ 350.00	\$ 350.00	
Project Engineering and Management 3%			\$ 753.00	
SUBTOTAL:			\$ 1,103.00	
MAN-HOURS	312		GRAND TOTAL: \$	25,853.00

CEL Client
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Albany Unified School District Pool
CEL #10-24130PW * September 1, 2010

SCOPE OF SERVICES

REINFORCED CONCRETE - SCHOOLS

Mix Review

We will review the proposed concrete mixes in our laboratory for conformance with specifications.

Sample and Tag Steel

Prior to fabrication of the steel, we will make a visit to the reinforcing steel supplier and collect mill certificates and sample reinforcing steel from the unbroken bundles, prior to fabrication of the steel. Testing will be as per American Society for Testing and Materials (ASTM) A-615. Once the steel is ready for shipment, we will make another trip to the supplier and inspect to determine the steel has identical heat numbers to that already tested, and tag the steel so that it may be shipped to the job site.

Batch Plant Inspection

Our inspector will check for batch weights, moisture content of aggregates, proper use of admixtures, and batching procedures, then follow the first truck to the jobsite.

Reinforcing Steel Placement

Will be performed by the IOR.

Concrete Placement

Will be performed by the IOR.

Concrete Sampling

Our inspector will be on-site to perform casting of concrete cylinders for compression testing at a frequency of four cylinders for every 50 cubic yards placed.

Compression Testing

We will transport all samples to our laboratory for compression testing in strict accordance with ASTM requirements. Compression test reports will be distributed to the appropriate parties.

STRUCTURAL STEEL

Shop Inspection

- Review of welding procedure specifications;
- Material identification and mill certificate review;
- Observe the utilization of certified welders and approved welding procedures;
- Visual inspection of welding to determine compliance with contract documents;
- Nondestructive testing of moment welds and column splices;
- Confirm approximate preheat temperature;
- Continuous inspection of multi-pass fillet welds, groove welds and reinforcing steel welding.

Field Inspection

- Observe the utilization of certified welders and approved procedures;
- Confirm approximate preheat temperature;
- Nondestructive testing of moment welds and column splices;

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Scope of Services, Structural Steel (cont'd)

- Inspect to determine and observe proper installation and tightening of high strength bolts;
- Visual inspection of welding to determine compliance with contract documents;
- Continuous inspection of multi-pass fillet welds, groove welds and reinforcing steel welding.

Metal Deck/Shear Studs

Intermittent visual inspection will be conducted for metal deck and shear stud welding.

High-Strength Bolting

As required by the UBC, at least two bolts per connection, or a minimum of ten percent (10%) of all high-strength bolts in slip critical connections, will be tested to the required torque per ASTM guidelines.

STRUCTURAL STEEL -- BUCKLING RESTRAINED BRACES

Shop Inspection

- Review of welding procedure specifications;
- Material identification and mill certificate review;
- Observe the utilization of certified welders and approved welding procedures;
- Visual inspection of welding to determine compliance with contract documents;
- Nondestructive testing of moment welds and column splices;
- Confirm approximate preheat temperature;
- Continuous inspection of multi-pass fillet welds, groove welds and reinforcing steel welding.

Field Bolting Inspection

As required by the Uniform Building Code (UBC), at least two bolts per connection, or a minimum of ten percent (10%) of all high-strength bolts in slip critical connections, will be tested to the required torque per ASTM guidelines.

STRUCTURAL MASONRY (TITLE 24)

Mix Design Review

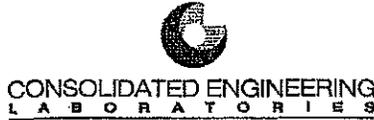
We will review the proposed grout and mortar mixes in our laboratory for conformance with the specifications.

Our inspector's duties will include the following:

- Review mill test certifications of block and reinforcing steel;
- Inspect to determine size and spacing of dowels;
- Inspect to determine that cleanouts are provided for high-lift grouting methods;
- Inspect proper lay-up of block units;
- Inspect reinforcing steel prior to grouting;
- Inspect dowels, anchor bolts, and inserts to make sure they are in place and properly secured prior to grouting;
- Inspect to determine proper consolidation of grout;

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Scope of Services, Structural Masonry (Title 24), (cont'd)

- Check that curing requirements are being followed.

Materials Testing

- Sample masonry block for compression tests, linear shrinkage, moisture and absorption per ASTM C140;
- Cast samples of mortar and grout for compression tests. Per UBC, grout prisms shall be tested at 28-days;
- Witness preparation of composite prisms and test for compressive strength in our laboratory. UBC requires five tests 28-days prior to production, and three for every 5,000 square feet of wall for each block size.

POST-INSTALLED ANCHORS

As required, we will perform visual examination of anchor placement to determine if anchor holes are clean, of the proper depth and diameter, and installed as specified by the manufacturer. In addition, we will perform proof load/torque testing of the expansion anchors at the percentage defined by the plans and specifications.

NOTE: These estimates assume that adequate access will be provided for performing the work at maximum production, i.e., scaffolding. Should any anchor fail, additional tests will be required per plans.

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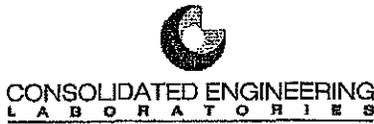


CONTRACT TERMS AND CONDITIONS

- I. **FEES:** The estimated contract price is based on the best information made available to CEL at the time the estimate was performed. If subcontractors perform more quickly than scheduled, Client will receive a cost savings for testing. If, however, subcontractors' schedules are extended or delayed, Client may receive a resulting increase in costs for testing. Client recognizes that the additional services rendered herein under this Proposal are schedule driven and are mandated by the scheduling and staffing of the contractor(s). Should items and quantities alter from estimates outlined herein, CEL shall be entitled to compensation for services rendered. In addition, Client recognizes that, on occasion, due to the schedule of the contractor or relevant subcontractors, occasional overtime may be required. CEL typically will have no notice of this until the day the said overtime occurs. Client agrees to compensate CEL for such overtime. Any estimated quantities contained herein are estimates only and Client agrees to payment for services rendered in excess of the estimated quantities and/or cost figures as described herein. Fees for CEL's services will be billed on a time and expenses basis at the unit rates quoted and CEL shall submit biweekly invoices for services rendered and for reimbursable expenses incurred. Invoices are due within 30 days from receipt. Past due invoices are subject to a finance charge of 1% per month or the maximum rate permitted by law.
- II. **FINAL AFFIDAVIT:** The first invoice from CEL shall include the estimated cost to prepare the Final Inspection Report. However, the Final Inspection Report will not be issued until the sixth working day following the request for the Final Inspection Report by Client's authorized representative. Additionally, as a condition precedent to release of the Final Inspection Report, Client shall have paid in full for all services performed by CEL pursuant to this Agreement.
- III. **INSPECTION:** Inspection shall consist of visual observation of materials, equipment, or construction work for the purpose of ascertaining that the work is in substantial conformance with the contract documents. Such inspection shall not be relied upon by others as acceptance of the work nor shall it be construed to relieve the contractor, subcontractors, or materialmen in any way from their obligations and responsibilities under the construction contracts. Specifically, but without limitation, inspection shall not require the inspector to assume responsibilities for the means and methods of construction nor for safety on the jobsite of any party other than CEL employees.
- IV. **STANDARD OF CARE:** In providing services under this agreement, CEL shall exercise that degree of skill and care ordinarily used by other reputable members of CEL's profession, practicing in the same or similar locality and under similar circumstances at the time these services are rendered. Nothing in this agreement shall be interpreted to require CEL to meet any higher standard and this paragraph shall control over any such contrary provision. CEL makes no warranty, either expressed or implied, as to its findings, recommendations, specifications or professional advice. CEL will provide only those services that, in the opinion of CEL, lie within the technical and professional areas of expertise of CEL as set forth herein and which CEL is adequately staffed and equipped to perform. Client shall request in writing if Client desires CEL to provide services outside of the scope of services described herein. CEL shall advise Client of any services that lie outside the technical and professional expertise of CEL.
- V. **LIABILITY:** In recognition of the relative risks of the Client and CEL on the Project, Client agrees, to the maximum extent permitted by law, that CEL's liability to Client and any third party, in any way arising out of this Agreement, shall be limited to 100% of the total fees and costs paid to CEL or \$25,000, whichever is greater. Client agrees to compensate CEL at its standard hourly rates in the event CEL is requested to perform services in connection with litigation, claims or disputes arising out of this project or in the event CEL, its agents or employees are subpoenaed or otherwise compelled to participate in litigation, claims or disputes arising out of this project. CEL shall not be responsible for acts and/or omissions of any party or parties involved in the design of the Project or the failure of any Contractor or Subcontractor to construct any aspect of the Project in accordance with the Agreement documents, or in accordance with recommendations contained in any correspondence or written recommendations issued to CEL.
- VI. **LITIGATION:** In case of any dispute, claim, question, or disagreement arising out of or relating to this Contract or the breach thereof, the parties hereto shall use all reasonable efforts to settle such disputes, claims, questions, or disagreement. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. Client and CEL agree to continue to perform their obligations under this Contract during the good faith resolution of such a dispute, claim, question, or disagreement. In the event that any litigation, arbitration, or other proceeding is commenced between the parties hereto or their personal representatives, successors or assigns concerning the enforcement or interpretation of any provision of this Contract or the rights and duties of any party in relation thereto, the party or parties prevailing in such litigation, arbitration or other proceeding shall be entitled, in addition such other relief as may be granted, to reasonable attorneys' fees and costs. For the purposes of this paragraph, the "prevailing party" shall be determined in accordance with the provisions of California Civil Code section 1717.

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Contract Terms and Conditions (cont'd)

- VII. **STATE PREVAILING WAGE:** It shall be Client's sole responsibility to notify CEL of any prevailing wage requirements before any services are performed for the Project. Should it be revealed subsequent to the execution of an agreement for services that this project is indeed a prevailing wage project and if CEL is thereafter mandated to comply with those requirements, there will be a 10% surcharge to the hourly rates quoted in our Proposal. In addition, in the event notification is not given to CEL, Client shall be fully responsible for payment of all fines, penalties, and/or damages imposed upon CEL for any failure to comply with the prevailing wage laws.
- VIII. **CLIENT'S RESPONSIBILITIES:** Client or Client's authorized representatives will promptly and timely provide CEL with all revised and updated plans, specifications, addenda, change orders, approved shop drawings and any other information for the proper performance of CEL pursuant to this Contract. Client agrees that CEL has been engaged to provide technical professional services only, and that CEL does not owe a fiduciary responsibility to Client. Client shall secure and maintain throughout the full period of this Contract, sufficient insurance to protect it adequately from claims under applicable Worker's Compensation Acts and from claims for bodily injury, death or property damage as may arise from the performance of services under this Contract. CEL shall not be responsible for any errors and/or omissions in the performance of CEL's work or services rendered resulting from Client's failure to provide CEL with revised and updated plans, specifications, addenda, change orders, approved shop drawings and other information for the proper performance of CEL. Client or Client's authorized representatives will give a minimum of 24 hours notification for all dispatch requests. Cancellations received on the day of inspection are subject to a 2-hour show-up charge.
- IX. **HAZARDOUS MATERIALS REQUIREMENT:** If hazardous materials are encountered by CEL's employees on Client's project site resulting in the need for specialized training or certifications as required by State and Federal agencies in order for CEL's inspection personnel to perform their duties, then all related costs for such specific training, including class time, will be billed to Client with a 15% markup. Personnel time for necessary training classes will be billed at the hourly rate quoted herein.
- X. **ADDITIONAL SERVICES:** Should additional services be requested that are not included in CEL's proposed scope of services, CEL will provide these services at the unit rates listed in our published 2010 Fee Schedule.
- XI. **ACCEPTANCE OF CONTRACT:** This Contract is subject to acceptance only of the terms and conditions stated herein. Any additional or different terms and conditions proposed by Client are hereby rejected, and shall be of no force or effect unless expressly assented to in writing by CEL. There shall be no contract except upon the terms and conditions provided herein. By directing CEL to commence performance, after your receipt of this Contract, you agree to comply with all the terms and conditions set forth herein. This Contract contains the entire and integrated agreement between Client and CEL and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract cannot be amended or modified except by a written addendum, executed by each of the parties hereto. This Contract shall be interpreted and enforced in accordance with the laws of the State of California.
- XII. **BASIS OF CHARGES:** The proposed unit rates will be in effect through June 30, 2011. Thereafter, the unit rates are subject to an annual increase of seven percent (7%) per year to mitigate the annual operating cost increases:

Work over 8 Hours per day, or on Saturdays	Time and One-Half
Work over 12 Hours	Double Time
Work on Sundays/Holidays	Double Time
Swing or Graveyard Shift Premium	\$10.00 per Hour
Work from 0-4 Hours	4-Hour Minimum Billing
Work from 4-8 Hours	8-Hour Minimum Billing
Show-Up Time	2-Hour Minimum Billing
Sample Pick-Up	\$50.00/Trip
Laboratory Testing - Rush Fee	Add 50% to Testing Cost
Final Affidavit (per permit number) (request six working days advanced notice)	\$350.00
Extra Copies (over four per issue date) of Inspection Reports and Final Affidavit	\$18.00/each
Project Engineering and Management	3% of Fees
Reimbursables	Cost + 15%
QA/QC Plan Written Procedures	Quotation upon Request
Out of Area Services (beyond 40-mile radius)	As Listed Below:
Travel Time	Basic Hourly Rate
Mileage	\$0.55/Mile
Per-Diem, including lodging	\$90.00/Day

_____ CEL	_____ CLIENT
<i>Initials</i>	<i>Initials</i>



2010 PUBLISHED FEE SCHEDULE
CONSTRUCTION INSPECTION AND MATERIALS TESTING

Effective January 1, 2010 through June 30, 2011

INSPECTION SERVICES	UNIT RATE	UNIT
ICC/AWS Inspector with NDT Equipment	\$ 100.00	hour
AWS Inspector (Visual Only)	\$ 98.00	hour
ICC Certified Inspector	\$ 96.00	hour
Proofroad Testing/Anchor Installation Inspector	\$ 94.00	hour
Inspector/Field Technician's Basic Hourly Rate	\$ 94.00	hour
Other General Construction Inspector	\$ 94.00	hour
ASPHALTIC CONCRETE	UNIT RATE*	UNIT
Hveem Compaction (Including sample preparation), CT 366, per point	\$ 200.00	each
Hveem Compaction (premixed sample), CT 304, per point	\$ 145.00	each
Stabilometer Value, CT 366, per point	\$ 60.00	each
Bitumen Content (extraction), ASTM D 2172	\$ 200.00	each
Bitumen Content (extraction), CT 310/Cal 382 Ignition Furnace	\$ 200.00	each
Gradation of Extracted Sample, ASTM C 136/CT 202	\$ 170.00	each
Unit Weight of Compacted Asphaltic Concrete, ASTM D 2726/CT 308	\$ 55.00	each
Unit Weight of Compacted Asphaltic Concrete, (Paraffin Coated) ASTM D 1188	\$ 85.00	each
Marshall Compaction (including sample preparation), set of 3, ASTM D 1559	\$ 365.00	each
Marshall Compaction (premixed sample), set of 3, ASTM D 1559	\$ 300.00	each
Marshall Flow and Stability, per point, ASTM D 1559	\$ 65.00	each
Maximum Theoretical Specific Gravity (Rice Gravity), ASTM D 2041	\$ 160.00	each
Swell of Bituminous Mixtures, CT 304/305	\$ 210.00	each
Caltrans Complete Asphaltic Concrete Test (Hveem Compaction, Stabilometer Value, Extraction Gradation, Unit Weight), Average of Two Biscuits	\$ 799.00	each
ASPHALTIC CEMENT	UNIT RATE*	UNIT
Penetration of Bituminous Materials at 77°F, ASTM D5/AASHTO T49	\$ 71.00	each
Penetration of Bituminous Materials at 32°F to 158°F, ASTM D 5/AASHTO T49	\$ 105.00	each
Kinematic Viscosity of Asphalt, ASTM D 2170/AASHTO T201	\$ 170.00	each
Absolute Viscosity of Asphalt, ASTM D2170/AASHTO T201	\$ 170.00	each
Viscosity (Asphalt Institute Method)	\$ 195.00	each
Rolling Thin Film Test, ASTM 2872/Cal 346/AASHTO T240	\$ 180.00	each
Residue by Evaporation, ASTM D244/AASHTO T59	\$ 220.00	each
Extraction and Recovery, ASTM D2172/ASTM D 1856	\$ 850.00	each
GEOTEXTILE FABRIC	UNIT RATE*	UNIT
Tensile Strength by Grab Method	\$ 370.00	each
Puncture Resistance, Index, ASTM D 4833	\$ 254.00	each
Trapezoidal Tear	\$ 281.00	each
Mass Per Unit Area, ASTM D 3776	\$ 188.00	each
Simulated Asphalt Retention, ASTM D 4830	\$ 463.00	each
Unit Weight Analysis, ASTM S 2329	\$ 39.00	each
Ply Count and Void Analysis, ASTM D 2329	\$ 110.00	each
CEMENT	UNIT RATE*	UNIT
Storage of Grab Sample, 60 days	\$ 22.00	each
Cement Content of Hardened Concrete, ASTM C 1084	\$ 2,460.00	each
CONCRETE	UNIT RATE*	UNIT
Concrete Mix Design Review	\$ 150.00	each
Trial Batches, Prepared in Laboratory	\$ 800.00	each
Shrinkage, set of 3, ASTM C157, CT 530	\$ 370.00	each
Compression, 6X12 Cylinders, ASTM C 39, CT 521	\$ 35.00	each
Compression 4x8 Cylinders ASTM C 39	\$ 32.00	each
Compression, Core (Including end preparation), ASTM C 42	\$ 90.00	each
Compression, 3X6 Cylinders Lightweight Insulating Concrete, ASTM C 495	\$ 35.00	each
Compression, 2X2 Cubes, each age, ASTM C 109	\$ 55.00	each
Molds, 6X12 Concrete		No Charge
Cylinders, Stored 60 days (hold cylinders)	\$ 35.00	each
Splitting Tensile, 6X12 Cylinders, ASTM C 496	\$ 75.00	each
Unit Weight of Concrete Cylinders, ASTM C 567	\$ 45.00	each
Unit Weight of Lightweight insulating Concrete, ASTM C 495	\$ 55.00	each
Compression Test of Lightweight Insulating Concrete, ASTM C 495	\$ 35.00	each
Flexural Strength of Concrete, ASTM C 78 or C 495	\$ 180.00	each
Shotcrete Pre-Production Panel Test, Up to 12" Thick	\$ 1,100.00	each
Shotcrete Panel, Up to 4 Cores (Including compression), ASTM C42	\$ 310.00	each
Shotcrete Panel Core Compression Test, ASTM C 42	\$ 110.00	each
Chloride Ion Content, AASHTO T260	\$ 140.00	each
Emission of Moisture through Concrete	\$ 100.00	each
GFRP PANEL TEST	UNIT RATE*	UNIT
Flexural Testing, per P.C.I Recommended Practice	\$ 71.00	each
Pullout Testing of Anchors, per P.C.I Recommended Practice	\$ 116.00	each
Fiberwrap Testing (ASTM D3039)	\$ 610.00	set

* Based on standard turnaround times.
Rush tests are an additional 50%.



**CONSOLIDATED ENGINEERING
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	UNIT RATE*	UNIT
REINFORCING STEEL - ASTM A 615		
Tensile Strength and Bend Test		
Samples, Size #3 - #10	\$ 95.00	each
Samples, Size #11	\$ 138.00	each
Samples, Size #14	\$ 340.00	each
Samples, Size #18 (Full Section)	\$ 550.00	each
PRESTRESSING STEEL - ASTM A 416		
Uncoated 7 Wire Strand, 1/4" to 1/2"		
Yield Strength, Breaking Strength, and Elongation (Note: for Vinyl Coated Strands, add \$ 25.00 per test; for Modulus of Elasticity, add \$ 25.00 per test)	\$ 298.00	each
Breaking Strength Only	\$ 193.00	each
MASONRY		
Concrete Blocks		
Compression, Gross Area, ASTM C 140	\$ 110.00	each
Compression, Gross Area, Unusual Shape, ASTM C 67	\$ 110.00	each
Compression, Net Area, ASTM C 140	\$ 85.00	each
Absorption and Moisture, ASTM C 140	\$ 120.00	each
Linear Shrinkage, ASTM C 426	\$ 210.00	each
Bricks		
Absorption, with saturation Coefficient, ASTM C 67	\$ 110.00	each
Compression, ASTM C 67	\$ 85.00	each
Modulus of Rupture, ASTM C 67	\$ 40.00	each
Compression, Grout Prisms, ASTM C 39	\$ 40.00	each
Compression, Mortar Cylinders, ASTM C 39	\$ 40.00	each
Compression, Composite Prisms, ASTM E 447	\$ 160.00	each
Compression, Masonry Core, ASTM C 140	\$ 75.00	each
Shear, Masonry Core, CCR Title 24	\$ 100.00	each
Mortar Molds, ASTM C 470		No Charge
STRUCTURAL STEEL (mild steel not over one inch thick)		
Tensile Strength, ASTM A 370 (test only)		
Samples, Under 1-1/2 square inch in cross section	\$ 125.00	each
Samples, 1-1/2 square inch and over in cross section	\$ 175.00	each
Chemical Analysis	\$ 110.00	each
Bending	\$ 85.00	each
Anchor Bolts, A 505	\$ 175.00	each
Tensile Strength	\$ 200.00	each
High Strength Bolts, Nuts, and Washers, ASTM A 325, A 490, A 449		
Bolts Proof Load or Ultimate	\$ 110.00	each
Nuts Proof Load	\$ 60.00	each
Washers Proof Load	\$ 30.00	each
Hardness (Rockwell)	\$ 30.00	each
WELDMENT TESTING (mild steel not over one inch thick)		
Transverse Tensile	\$ 120.00	each
Transverse Side Bend	\$ 80.00	each
Transverse Root and Face Bend	\$ 80.00	each
Macroetch	\$ 80.00	each
0.505" Tensile Specimen	\$ 125.00	each
Charpy V-Notch Specimen		Quotation on Request
Preparation of WPS, PQR, or Welder Certificate	\$ 125.00	each
NONDESTRUCTIVE TESTING		
Radiography		
Consultation	\$ 130.00	hour
One-Person Crew	\$ 125.00	hour
Two-Person Crew	\$ 200.00	hour
Film		Quotation on Request
Magnetic Particle Level III (ASNT)	\$ 130.00	hour
Magnetic Particle Level II (ASNT)	\$ 94.00	hour
Ultrasonic Level III (ASNT)	\$ 130.00	hour
Ultrasonic Level II (ASNT)	\$ 94.00	hour
Dye Penetrant Level III (ASNT)	\$ 130.00	hour
Dye Penetrant Level II (ASNT)	\$ 94.00	hour
CORING SERVICES		
Coring Machine Operator	\$ 120.00	hour
Helper (add per hour)	\$ 70.00	hour
Diamond Drill Bit Charges, per inch to 5"	\$ 8.00	inch
Diamond Drill Bit Charges, per inch 6" and over		Quotation on Request
Compression of Core, ASTM C 42	\$ 100.00	each
ROOFING		
Ply Count and Asphalt by Difference, ASTM D 2829	\$ 132.00	each
Weight Analysis, ASTM D 2829	\$ 49.00	each
FIREPROOFING		
Density of Sprayed on Fireproofing, ASTM E 605/UBC 43-8	\$ 60.00	each
Cohesion/Adhesion, ASTM E 736	\$ 93.00	each

* Based on standard turnaround times.
Rush tests are an additional 50%.



FIRE/LIFE SAFETY SYSTEMS		UNIT RATE*	UNIT
Fire/Life Safety Systems Inspection	\$	100.00	hour
Mechanical Engineer	\$	230.00	hour
Staff Engineer	\$	160.00	hour
Final Affidavit (Request 6 Working Days Advance Notice)	Quotation on Request		
MISCELLANEOUS TESTS & INSPECTIONS		UNIT RATE	UNIT
Calibration of Hydraulic Rams	\$	250.00	each
Universal Testing Machine with Technician	\$	275.00	hour
Instron Testing Machine with Technician	\$	250.00	hour
Windsor Test Probes	Quotation on Request		
Welder Qualifications	\$	110.00	each
Weld Procedure Review	\$	110.00	each
Expert Witness	\$	2,426.00	day
Laboratory Technician	\$	95.00	hour
BASIS OF CHARGES		UNIT RATE	UNIT
<i>The proposed unit rates will be in effect through June 30, 2011. Thereafter, the unit rates are subject to an annual increase of seven percent (7%) per year to mitigate the annual operating cost increases.</i>			
Work Over 8 Hours per Day, or on Saturdays		Time and One-Half	
Work Over 12 Hours		Double Time	
Work on Sundays/Holidays		Double Time	
Swing or Graveyard Shift Premium	\$	10.00	hour
Work from 0 to 4 Hours		4-hour Minimum Billing	
Work from 4 to 8 Hours		8-hour Minimum Billing	
Show-Up Time		2-hour Minimum Billing	
Sample Pick-Up	\$	90.00	trip
Premium Sample Pick-Up (after 4 PM, before 5 AM, Weekends and Holidays)		2 times Sample Pick-Up Rate	
Trip Charge	\$	98.00	trip
Laboratory Testing - Rush Fee		Add 50% to Testing Cost	
Final Affidavit per each Applicable Permit (Request 6 working days in advance)		\$350.00 Minimum Billing	
Extra Copies (Over 4 per Issue Date) of Inspection Reports and Final Affidavit	\$	20.00	each
Project Engineering and Management		3% of Fees	
Reimbursables		Cost + 15%	
QA/QC Plan Written Procedures		Quotation on Request	
Out of Area Services (Beyond 40-Mile Radius)		As Listed Below:	
Travel Time		Basic Hourly Rate	
Mileage	\$	0.55	mile
Per-diem, including Lodging	\$	90.00	day

* Based on standard turnaround times. Rush tests are an additional 50%.

SCHEDULE OF FEES EP

MATERIALS TESTING AND SPECIAL INSPECTION NOVEMBER 2008

Administrative Assistant	\$ 65.00/hr.
Materials Tester	\$ 70.00/hr.
Steel/Welding Inspector	\$ 80.00/hr.
Field Supervisor	\$ 80.00/hr.
ASNT Level III Technician	\$ 110.00/hr.
Project Manager	\$ 115.00/hr.
Staff Engineer	\$ 115.00/hr.
Project Engineer	\$ 130.00/hr.
Senior Project Engineer	\$ 145.00/hr.
Senior Engineer	\$ 155.00/hr.
Principal Engineer	\$ 185.00/hr.
Vehicle Charge <i>(Subject to periodic adjustment due to fuel cost)</i>	\$ 0.75/mile
Subsistence	\$ 55.00/day
Lodging	Cost
Premium charges	
Overtime (Saturdays and over 8 hours in one day)	add \$ 38.00/hr.
Sunday and Holidays	add \$ 47.00/hr.
Equipment rental, freight, special materials	Cost + 20%
Outside services	Cost + 20%

NOTES:

- 1) A two hour minimum charge will apply to field technician services with the following exceptions:
 - a) Single trip pickup and delivery services, where a one hour minimum will apply.
 - b) Saturday, Sunday and holidays, where a four hour minimum charge will apply.
- 2) A \$20.00 per hour shift differential surcharge will be added to the hourly rate of personnel involved in scheduled testing work between the hours of 6 P.M. and 5 A.M., as well as a four hour minimum.



SCHEDULE OF FEES EP
 MATERIALS TESTING AND OBSERVATION
 NOVEMBER 2008

CONCRETE TESTING

Concrete Mix Design or Review		Quotation Upon Request
Field Observation, Batch Plant Observation or Casting of Concrete Test Specimens	ASTM C192	\$ 70.00/hr.
Compression Tests	ASTM C39	
6" x 12" concrete cylinder		\$ 27.00 each
6" x 12" concrete cylinder handled & cured, NOT tested		\$ 24.00 each
3" x 6" lightweight insulating concrete cylinder		\$ 33.00 each
Concrete cores, including trim	ASTM C42/C39	\$ 70.00 each
Shotcrete Cores	ASTM C42/C39	\$ 50.00 each
High Strength Grout Cubes	ASTM C109	\$ 35.00 each
Flexural Strength, concrete beams	ASTM C78,C293	\$ 90.00 each
Unit Weight of Hardened Concrete	ASTM C567, C495	\$ 50.00 each
Splitting Tensile Tests	ASTM C496	\$ 65.00 each
Laboratory Drying Shrinkage Test (set of 3)	ASTM C157	\$ 475.00/set
Concrete Cylinder Molds (6" x 12")		\$ 4.00 each
Concrete Anchor Proof Load Testing		*
R-Meter (Pachometer) Testing		*
Schmidt Hammer Testing (Rebound number)	ASTM C805	*
Floor Flatness (F-number testing)	ASTM E1155	*
Concrete Coring	ASTM C42	*
Floor Slab Moisture Emission Test	ASTM F1869	**
* Technician(s) time plus \$30/hr. premium for equipment use		
** Technician(s) time plus \$30 per calcium chloride test kit		**



SCHEDULE OF FEES EP
 MATERIALS TESTING AND SPECIAL INSPECTION
 NOVEMBER 2008

STEEL TESTING

Steel/Welding Inspector – rebar placement and welding inspection		\$ 80.00/hr.
High Strength Bolt Observation/Testing		\$ 80.00/hr.
Ultrasonic, Magnetic Particle and Liquid Penetrant Testing		\$ 90.00/hr.
High Strength Bolt Assembly Laboratory Hardness Testing (Bolt, Nut, Washer)	ASTM E18	\$ 45.00 each
Bolt Tensile Strength Testing (Wedge Tension Method)	ASTM F606	\$ 62.00 each
Structural Steel Tensile Test Up to 3/4"	ASTM A370	\$ 70.00 each
Sizes Larger than 3/4"		\$ 95.00 each
Machining of Test Specimens		cost plus 20%
Welding Qualification Welder Qualification Test		\$ 80.00/hr.
Guided Bend Test	ASTM E190	\$ 75.00 per test
Macroetch Test		\$ 75.00 per test
T Bend Test		\$ 75.00 per test
Report Preparation (per position, per person)		\$ 95.00 each
Field Sampling and Tagging of Steel		\$ 70.00/hr.
Fireproofing Observation, Testing Fireproofing Unit Weight	ASTM E605	\$ 70.00/hr. \$ 65.00 each

REINFORCING STEEL TESTING

Tensile Tests Up to Size No. 7	ASTM A370	\$ 70.00 each
From No. 8 through 14	ASTM A370	\$ 95.00 each
Bend Tests	ASTM A370	\$ 35.00 each
Machining of Specimens		Cost + 20%
Field Sampling and Tagging of rebar		\$ 70.00/hr



SCHEDULE OF FEES *EP*
 MATERIALS TESTING AND SPECIAL INSPECTION
 NOVEMBER 2008

MASONRY TESTING

Materials Tester -- masonry inspection and testing (DSA certified when required)		\$ 70.00/hr.
Compression Tests		
Grout	UBC 21-18	\$ 35.00 each
Mortar	UBC 21-16	\$ 30.00 each
Concrete Masonry Units	ASTM C140	\$ 67.00 each
Brick	ASTM C67	\$ 60.00 each
Composite Masonry Prism	UBC 21-17	\$ 90.00 each
Absorption and Moisture Content of Concrete Masonry Unit	ASTM C140	\$ 70.00 each
Linear Shrinkage, Concrete Masonry Unit (Set of 3)	ASTM C426	\$ 425.00 set
Modulus of Rupture, Brick	ASTM C67	\$ 70.00 each
Absorption with Coefficient, Brick	ASTM C67	\$ 85.00 each
Mortar Cylinder Mold		\$ 4.00 each
Masonry Coring		*
Masonry Core Compression tests	2004 CBC Title 24, Section 2105A	\$ 70.00 each
Masonry Core Shear Strength	2004 CBC Title 24, Section 2105A	\$ 80.00 each
Brick Veneer Shear Strength	2004 CBC Title 24, Section 1403	\$ 120.00 each
In-Place Masonry Shear Testing		*
Rental Equipment & Labor		Cost + 20%

* Technician(s) time plus \$30/hr premium for equipment use.



**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of October 19, 2010

ITEM: AWARD OF GEOTECHNICAL TESTING AND INSPECTION SERVICES FOR THE ALBANY HIGH SCHOOL AQUATIC CENTER

PREPARED BY: MARLA STEPHENSON, SUPERINTENDENT 

TYPE OF ITEM: ACTION

BACKGROUND INFORMATION:

The Division of the State Architect (DSA) requires that specific geotechnical inspection and testing be performed to ensure the construction of the Albany High School Aquatic Center is consistent with the DSA approved project plans.

Three qualified and reputable special testing firms were asked to provide rate sheets and an estimated total project price to perform the required services for the project. A fixed fee amount cannot be provided due to the nature of the work and the uncertainty of the number of tests and re-tests required. The following are the responses to the proposal request:

Firm	Cost
Geosphere Consultants Inc.	Provided rate sheet \$28,260 total estimated cost
Wallace-Kuhl and Assoc.	Provided rate sheet, but no total cost
Kleinfelder Inc.	Did not respond

A review of the two rate sheets shows that hourly rates are comparable between Geosphere and Wallace-Kuhl. Geosphere's total estimated project cost of \$28,260 is reasonable and under the Aquatic Center's budget of \$74,042 for special testing and inspection. It should be noted that Geosphere Consultants, Inc. prepared the DSA required Soils Report for the project.

RECOMMENDATION: APPROVE CONTRACT FOR ALBANY HIGH SCHOOL AQUATIC CENTER GEOTECHNICAL TESTING AND INSPECTION SERVICES TO GEOSPHERE CONSULTANTS, INC.



Geosphere Consultants, Inc.

AN ETS COMPANY

Geotechnical Engineering • Engineering Geology
Environmental Management • Water Resources

August 20, 2010

Albany Unified School District
904 Talbot Avenue
Albany, California 94706

Attention: Ms. Marla Stephenson – Superintendent

Subject: Proposal for a Geotechnical Engineering Construction Phase Services
Albany High School Aquatic Center
Albany, California
Geosphere Proposal No. 91-02320-PWE

References: 1) Geotechnical Engineering Study and Geologic Hazards Report, Albany High School Aquatic Center prepared by Geosphere Consultants, Inc., dated December 23, 2008
2) Building Plan Set, "Albany High School Aquatic Center, 603 Key Route Blvd., Albany, CA, 94706, Increment 1 of 2", prepared by LPA, Inc., dated July 13, 2010
3) "Project Manual, Albany High School Aquatic Center, Increment 1" prepared by LPA, Inc., dated July 13, 2010

Dear Ms. Stephenson:

Geosphere Consultants Inc. has prepared this proposal to provide geotechnical testing and monitoring services during construction phase operations for the Albany High School Aquatic Center. The project will consist of the construction of a new Aquatic Center on the campus of Albany High School in Albany, California. The new facility will be constructed in place of an existing indoor pool facility at the south side of the campus. The new facility will encompass the entire existing footprint and extend somewhat to the north and east of the existing facility. There are extensive utilities adjacent to the proposed project as well as structures to the west. The new facility will include two pools, one indoor and one outdoor.

Geosphere prepared a Geotechnical Engineering Study report for the subject project (Reference 1). The project includes abandonment of existing underground utilities, demolition of existing buildings, mass grading, subexcavation and subsequent placement of select fill under pools and flatwork, spread footing foundation excavations, pier excavations, retaining wall and utility trench backfilling, and pavement section preparation. Mass grading will consist of subexcavation and recompaction in the pad area along with cut and fill grading to produce the finish grades. The foundation excavations will include both conventional spread footings and drilled piers. This proposal is based on a review of the civil, pool construction, and structural plans (References 2 and 3), review of the above referenced report and subsequent letter recommendations, conversations with the Project Manager, Mr. David Burke, experience on similar projects, and our current understanding of your needs.

SCOPE OF SERVICES

SOILS COMPACTION AND FOUNDATION EXCAVATION INSPECTION

Testing and inspection will be performed during site grading, utility trench backfill (both for new and removed lines), flatwork preparation, placement of select fill for the pools and flatwork subgrades, and pavement preparation.

- Preconstruction meetings and coordination;
- Observation and testing of backfill for abandoned utilities and for depressions and excavations to remove foundations and other structures during demolition



Geosphere Consultants, Inc.

Geosphere Proposal No. 91-02320-PWE
August 20, 2010

- Observation and testing of building pad grading;
- Observation and testing of pavement and concrete hardscape section preparation, including subgrade, and baserock;
- Observation and testing of new underground utility trench backfilling;
- Laboratory testing, including maximum density determinations and materials acceptance testing;
- Foundation excavation inspection, including pier inspections;
- Project management and consultation, including responses to submittals and RFI's, and preparation of summary forms and reports required by DSA.

Field testing will be performed using a nuclear gauge to determine the relative compaction of the soil in conformance with American Society for Testing and Materials ASTM D2922 and ASTM D3017.

ON-GOING CONSULTATION DURING CONSTRUCTION

As the Geotechnical Engineer-of-Record for this project, we anticipate that on-going consultation services may be required. We suggest including additional time for consultation during the construction process.

Geosphere proposes to utilize Principal, Senior, and Technician level personnel on this project. Geosphere's engineering staff will provide supervision of the soil technicians, foundation observation, daily field report review, and consultation during construction.

In summary, our services during construction would include:

- Geotechnical engineering consultation during construction, as required;
- Observation and testing during mass, building pad, and pool subgrade grading;
- Observation and testing during pavement and exterior concrete hardscape preparation;
- Observation and testing during utility trench backfilling;
- Foundation excavation observations;
- Project coordination and field daily reports review during construction;
- Final Summary Letter of our observations and testing for construction of the project;
- Preparation of the required DSA forms

The Estimated Time and Materials fees for these services are summarized on the attached.

Our estimate is based on the assumed task lengths and services listed above and the actual fees could be more or less depending on the actual services required. Our services will be billed portal to portal. Any offsite improvements for the project are not included in this estimate. Project schedules are not available at this time and we have based this estimate on the preliminary assumptions of the time generally required for this type of project. **We recommend that Geosphere be given the opportunity to revise this proposal when the construction schedules are available.**

Geotechnical dispatching will be handled by Mike Wissink out of the San Ramon office. Special inspection dispatching will be handled by CEL's Materials dispatch out of San Ramon. **Geosphere** recommends that a preconstruction meeting be held between us and the Contractors prior to the commencement of grading, and underground utility activities. It is recommended that **Geosphere** collect onsite soil samples at least 48-hours prior to the first compaction testing request to ensure maximum density/optimum moisture determinations are ready during testing. Otherwise, providing compaction test results to the onsite team will be delayed slightly while the laboratory prepares the samples.

A proposal for Materials Testing and Inspection will be provided under separate cover.



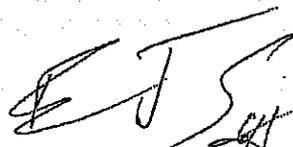
Geosphere Consultants, Inc.

Geosphere Proposal No. 91-02320-PWE
August 20, 2010

If this proposal is acceptable, please sign both copies of the Professional Services Agreement and return to us. A fully executed original will be returned for your files. Otherwise, please provide a contract for our review. If you have any questions regarding this proposal, please contact the undersigned at (925) 314-7180, gh@geosphereinc.net. We appreciate the opportunity of providing this proposal to you.

Sincerely,
GEOSPHERE CONSULTANTS, INC.


Gregory R. Hanson, GE, CEG
Senior Geotechnical Engineer and Geologist


Eric J. Swenson, PE, GE
Principal Geotechnical Engineer and Geologist

Attachments: Fee Schedule
Professional Services Agreement
Report Distribution

Distribution: 2 plus PDF to Addressee (mstephen@albany.k12.ca.us)
1 to David Burke, AICP, Bollo Construction, 852 Northport Drive, Suite 105, West Sacramento, California 95691 (david@bolloconstruciton.com)
1 PDF to Mike Wissink, mw@ce-labs.com

GRH/EJS: pmf
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Geosphere Consultants, Inc.

Geosphere Proposal No. 91-02320-PWE

August 20, 2010

ESTIMATED TIME AND MATERIALS FEES:

Description	Rate	Hours	Subtotal
Project Coordination and Preliminary Site Meetings			
Senior Engineer	\$170/hour	6 hours	\$ 1,020.00
Project Engineer/Geologist	\$150/hour	8 hours	\$ 1,200.00
Subtotal:			\$ 2,220.00
Footing and Pier Excavation Observations			
Staff Engineer/Geologist - Half-days, 10 trips	\$125/hour	40 hours	\$ 5,000.00
Subtotal			\$ 5,000.00
Mass Grading			
Technician with gauge/Full-days, 3 days	\$ 85/hour	24 hours	\$ 2,040.00
Technician with gauge/Half-days, 6 days	\$ 85/hour	24 hours	\$ 2,040.00
Technician Supervisor/ Half days, 2 days	\$ 95/hour	8 hours	\$ 760.00
Maximum Density/Optimum Moisture - Lab	\$ 300/test	3 each	\$ 900.00
Subtotal:			\$ 5,740.00
Utility Trench and Retaining Wall Backfilling			
Technician with gauge/Full-days, 7 days	\$ 85/hour	56 hours	\$ 4,760.00
Technician with gauge/Half-days, 5 days	\$ 85/hour	20 hours	\$ 1,700.00
Maximum Density/Optimum Moisture	\$300/test	3 each	\$ 900.00
Subtotal:			\$ 7,360.00
Subgrade Preparation and Baserock Placement			
Technician with gauge/Half-days, 6 days	\$ 85/hour	24 hours	\$ 2,040.00
Atterberg Limits	\$200/test	1 unit	\$ 200.00
Maximum Density/Optimum Moisture	\$300/test	2 each	\$ 600.00
Subtotal:			\$ 2,840.00
Project Management, RFI/Submittal Response, Field Consultation, Meetings, and Report Preparation			
Senior Engineer	\$170/hour	30 hours	\$ 5,100.00
Subtotal:			\$ 5,100.00
Total Time and Materials Estimated Fees:			\$28,260.00



Geosphere Consultants, Inc.

FEE SCHEDULE**PROFESSIONAL CONSULTING AND CONSTRUCTION OBSERVATION AND TESTING SERVICES**

Effective: January 1, 2010 through December 31, 2010

Task Code	PERSONNEL	UNIT RATE	UNIT
X1401/X2000	Principal Engineer/Geologist	\$ 200.00	hour
X1500/X2100	Senior Engineer/Geologist	\$ 170.00	hour
X1600/X2200	Project Engineer/Geologist	\$ 150.00	hour
X1700/X2300	Staff Engineer/Geologist	\$ 125.00	hour
X1900/X2500	Assistant Engineer	\$ 95.00	hour
X3200	Technician Supervisor	\$ 95.00	hour
X3300	Field Technician	\$ 85.00	hour
X2900	Laboratory Technician	\$ 70.00	hour
X3000	Assistant Technician/Inspector	\$ 70.00	hour
X3600	Administrative	\$ 65.00	hour
	Drafting	\$ 80.00	hour
	Depositions, minimum 4 hours	\$ 300.00	hour
	Expert Witness, minimum 4 hours	\$ 400.00	hour
	Nuclear Gauge	\$ 5.00	hour
	Vehicle	\$ 5.00	hour
	SOIL AND BASE MATERIALS	UNIT RATE*	UNIT
	Moisture and Density Relationships		
02019	Compaction, Standard Proctor, ASTM D698	\$ 265.00	each
02018	Compaction, Modified Proctor, ASTM D1557	\$ 300.00	each
02016	Compaction, Checkpoint, ASTM D1557	\$ 150.00	each
02014/02015	Compaction, California Impact, CT216	\$ 300.00	each
02046/02093	Moisture/Density, Sample Tubes, ASTM D2216/D2937	\$ 30.00	each
02088	Moisture Content, Bulk Sample, ASTM D2216	\$ 20.00	each
	Particle Size Analysis		
02074	Dry Sieve to #200, ASTM D422/CT117	\$ 150.00	each
	Dry Sieve Analysis/Hydrometer, ASTM D422	\$ 268.00	each
	Hydrometer, ASTM D422	\$ 168.00	each
02076	Wet Sieve Analysis to #200, ASTM D1140	\$ 65.00	each
02075	Sieve Analysis, Bulk Sample Gradation, ASTM C136/CT202	\$ 180.00	each
	Soil Characteristics		
02040	Atterberg Limits (Plasticity Index), ASTM D4318 / CT204	\$ 200.00	each
02077	Soil Classification, ASTM D2487	\$ 350.00	each
02081	Specific Gravity, D854	\$ 110.00	each
02058	Permeability of Granular Soils (Constant Head) ASTM D2434	\$ 350.00	each
02060	Permeability, Flexible Wall, Cohesive Soil, ASTM D5084	Quotation upon request	
02061	Permeability, Rigid Piston Driven, Cohesive Soil, ASTM 5856	Quotation upon request	
	Volume Change		
02047	Consolidation, Method A Constant Load, 7 load increments, ASTM D2435	\$ 400.00	each
02048	Consolidation, Method A Constant Load, per load increment, ASTM D2435	\$ 60.00	each
02049	Consolidation, Method B Timed per load increment, ASTM D2435	\$ 500.00	each
02051	Consolidation/Swell, Cohesive Soil, per point, ASTM D4546, Methods A and B	\$ 300.00	each
02052	Consolidation/Swell, Cohesive Soil, per point, ASTM D4546, Method C	\$ 300.00	each
02013	Collapse Potential, ASTM D5333	\$ 180.00	each
02037	Expansion Index Test (UBC 29-2)	\$ 300.00	each
02050	Expansion, Shrinkage, and Uplift Pressure, ASTM D3877	\$ 400.00	each



Geosphere Consultants, Inc.

FEE SCHEDULE
PROFESSIONAL CONSULTING AND CONSTRUCTION OBSERVATION AND TESTING SERVICES

Effective: January 1, 2010 through December 31, 2010

Soil Strength

02027	Direct Shear, 3 points, Unconsolidated-Undrained, Q-test. ASTM D3080	\$	350.00	each
02031	Direct Shear, additional points, Unconsolidated-Undrained, Q-test	\$	100.00	each
02028	Direct Shear, 3 points, Consolidated-Undrained, R-Test	\$	600.00	each
02029	Direct Shear, 3 points, Consolidated-Drained, ASTM D3080	\$	1,000.00	each
02030	Direct Shear, 3 points, Residual, ASTM D6467	\$	800.00	each
02034	Direct Shear, per point, Residual, Each Additional Cycle, ASTM D6467	\$	350.00	each
02083	Unconfined Compressive Strength, ASTM D2166	\$	120.00	each
02084	Unconfined Compressive Strength (lime or cement treated), CT373	\$	400.00	each
	Unconfined Compression, Field Prepared CTB, per point ASTM D558, D1632, D1633	\$	180.00	each
02003/02004	Triaxial			Quotation upon request

Subgrade Soil and Baserock

02006	California Bearing Ratio, 1 point, ASTM D1883	\$	200.00	each
02007	California Bearing Ratio, 3 points (specified moisture), ASTM D1883	\$	600.00	each
02008	California Bearing Ratio, 3 points (96 hour soak), ASTM D1883	\$	400.00	each
02065/02068	"R" Value (no additives), ASTM D2844 / CT301	\$	300.00	each
02067	"R" Value (lime, cement, other additives) CT301	\$	360.00	each
02010	Compression, Cement Treated Base (Including Preparation), Cal 312	\$	170.00	each
02071/02072	Sand Equivalent, ASTM D2419 / CT217	\$	195.00	each
02214	Durability, ASTM D3744	\$	120.00	each

Corrosivity

02024	Corrosivity, Water Soluble Sulfate, ASTM D4327	\$	100.00	each
02062	pH, ASTM 4972	\$	40.00	each
02069/02070	Lab Resistivity	\$	90.00	each
02022	Corrosivity (pH, resistivity, chlorides, sulfate, sulfide) D4972, G57, D4327, D4658M	\$	300.00	each
02023	Corrosivity, Caltrans (pH, chlorides, sulfate, resistivity) CT 643, 417, 422	\$	300.00	each

AGGREGATES

Sieve Analysis

02074	Bulk Sample Gradation (coarse or fine), ASTM C 136	\$	160.00	each
02238	Material Finer than #200 Sieve, ASTM C 117	\$	70.00	each
02075	Bulk Sample Gradation, Cal 202	\$	180.00	each
02240	Specific Gravity (coarse), ASTM C 127/Cal 206	\$	90.00	each
02241	Specific Gravity (fine), ASTM C 128/Cal 207	\$	110.00	each
02205	Absorption, Sand or Gravel, ASTM C 127/ASTM C 140	\$	80.00	each

AGGREGATES (continued)

02228	Organic Impurities in Concrete Sand, ASTM C 88 or ASTM C40	\$	75.00	each
02200/02204	L.A. Rattler, ASTM C 131 or C 535/Cal 211	\$	300.00	each
02244	Sulfate Soundness (per sieve), ASTM C 88	\$	140.00	each
02248	Unit Weight of Aggregates, ASTM C 29	\$	85.00	each
07009	Hardness, ASTM D 1865	\$	120.00	each
02212	Crushed Particles, Cal 205	\$	160.00	each
02012	Cleaness Value, Cal 227 or Cal 217	\$	120.00	each
02214/02215	Durability ASTM D 3744/Cal 229	\$	120.00	each
02224	Moisture Content of Aggregate ASTM C 29	\$	70.00	each



Geosphere Consultants, Inc.

FEE SCHEDULE

PROFESSIONAL CONSULTING AND CONSTRUCTION OBSERVATION AND TESTING SERVICES

Effective: January 1, 2010 through December 31, 2010

ASPHALTIC CEMENT		UNIT RATE*	UNIT
02374	Penetration of Bituminous Materials at 77°F, ASTM D5/AASHTO T49	\$ 71.00	each
02375	Penetration of Bituminous Materials at 32°F to 158°F, ASTM D 5/AASHTO T49	\$ 105.00	each
02360	Kinematic Viscosity of Asphalt, ASTM D 2170/AASHTO T201	\$ 170.00	each
02300	Absolute Viscosity of Asphalt, ASTM D2170/AASHTO T201/ASTM D2171	\$ 170.00	each
02360	Viscosity (Asphalt Institute Method) Kinematic ASTM D2170	\$ 170.00	each
02380	Rolling Thin Film Test, ASTM 2872/Cal 346/AASHTO T240	\$ 180.00	each
02338	Residue by Evaporation, ASTM D244/AASHTO T59	\$ 95.00	each
	Extraction and Recovery, ASTM D2172/ASTM D 1856	\$ 646.00	each
MISCELLANEOUS GEOTECHNICAL CHARGES		UNIT RATE	UNIT
	All Other Direct Project Expenses (such as contract drilling and backhoe services, special equipment rental, commercial travel, protective clothing, shipping, etc.)		Cost + 15%
BASIS OF CHARGES		UNIT RATE	UNIT
	Work Over 8 Hours per Day, or on Saturdays		Time and One-Half
	Work Over 12 Hours		Double Time
	Work on Sundays/Holidays		Double Time
	Swing or Graveyard Shift Premium	\$ 8.00	hour
	Work from 0 to 4 Hours (technician services only)		4-hour Minimum Billing
	Work from 4 to 8 Hours (technician services only)		8-hour Minimum Billing
SU	Show-Up Time		2-hour Minimum Billing
21022	Sample Pick-Up	\$ 85.00	hour
21033	Trip Charge	\$ 85.00	trip
	Laboratory Testing - Rush Fee		Add 50% to Testing Cost
	Reimbursables		Cost + 15%
	QA/QC Plan Written Procedures		Quotation on Request
	Travel Time (Portal to Portal)		Basic Hourly Rate
	Mileage	\$ 0.55	mile
	Per-diem, Including Lodging	\$ 84.00	day

The rates herein will be in effect through December 31, 2010. Thereafter, the unit rates are subject to an increase of five percent (5%) per year to mitigate the annual operating cost increases.



Geosphere Consultants, Inc.

AN ETS COMPANY

Geotechnical Engineering • Engineering Geology
Environmental Management • Water Resources

Professional Services Agreement

Project Name: Albany High School Aquatic Center
Project Address: 603 Key Route Boulevard, Albany, California 94706

Individual/Firm Responsible for Payment (Client): Albany Unified School District
Contact: Ms. Marla Stephenson, Superintendent
Address: 904 Talbot Avenue, Albany, California 94706
Phone: (510) 558-3750 Email: mstephen@albany.k12.ca.us

Services to be Performed: Services outlined in Geosphere Consultants Inc. Proposal No. 91-02320-PWE dated August 20, 2010.

Terms and Conditions:

1. Client agrees to pay invoice within 30 days, or incur interest charges of 1% per month.
2. Client acknowledges services are rendered at the unit rates quoted herein. Total inspection hours are as necessitated by the contractor's schedule and UBC requirements, and are not the responsibility of GEOSPHERE CONSULTANTS, INC. If Contractor requests services outside of scope listed above, Client agrees to compensate GEOSPHERE CONSULTANTS, INC. at the rates outlined in Geosphere's published fee schedule.
3. This paragraph limits GEOSPHERE CONSULTANTS, INC. liability – READ IT CAREFULLY. Client understands and acknowledges that the services pose certain risk to both GEOSPHERE CONSULTANTS, INC. and the Client. Client further acknowledges and agrees that the amount of risk GEOSPHERE accepts by this Agreement is commensurate with the amount of compensation received under this Agreement for the services. GEOSPHERE CONSULTANTS, INC. fees for the services are based on and reflect Client's agreement to limit GEOSPHERE CONSULTANTS, INC. liability as described below. Client specifically acknowledges and agrees that but for this promise to limit GEOSPHERE liability, GEOSPHERE CONSULTANTS, INC. fee would be significantly higher to accommodate GEOSPHERE for the risk posed by the services and entering this Agreement. Client acknowledges its right to discuss this provision with legal counsel and negotiate with GEOSPHERE regarding this provision and the proposed fee. In reliance on the foregoing and consideration for the fee proposed, Client specifically acknowledges and agrees that, to the fullest extent permitted by law, GEOSPHERE total liability for any and all injuries, claims, liabilities, losses, costs, expenses or damages whatsoever, including, without limitation, attorneys' fees and legal costs (hereinafter "Claims") to Client and any third party arising out of or in any way related to the services or this Agreement from any cause or causes, including, but not limited to, GEOSPHERE CONSULTANTS, INC. negligence, errors, omissions, breach of contract or any duty, is limited to Twenty-Five Thousand Dollars (\$25,000) or the amount of GEOSPHERE'S fee, whichever is greater.
4. CLIENT is responsible for accurately delineating the locations of all subterranean structures and utilities. GEOSPHERE CONSULTANTS, INC. will take reasonable precautions to avoid known subterranean structures, and CLIENT waives any claim against GEOSPHERE, and agrees to defend, indemnify, and hold GEOSPHERE harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, CLIENT agrees to compensate GEOSPHERE for any time spent or expenses incurred by GEOSPHERE in defense of any such claim, with compensation to be based upon GEOSPHERE prevailing fee schedule and expense reimbursement policy.
5. GEOSPHERE CONSULTANTS, INC. presence on site does not in any way guarantee the completion or quality of the performance of the work of any party retained by CLIENT to provide field or construction-related services. GEOSPHERE will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences or procedures of construction or other field activities selected by any agent or agreement of CLIENT, or safety precautions and programs incident thereto.



Geosphere Consultants, Inc.

Date: August 20, 2010
Proposal No: 91-02320-PWE
Project Manager: Greg Hanson

- 6. Client acknowledges billing minimums of 4 and 8 hours for field technicians/inspectors as outlined herein.
- 7. Unless otherwise agreed in writing, test specimens or samples will be disposed of immediately upon completion of testing.
- 8. In providing services under this agreement, GEOSPHERE CONSULTANTS, INC. shall exercise that degree of skill and care ordinarily used by other reputable members of GEOSPHERES profession, practicing in the same or similar locality and under similar circumstances at the time these services are rendered. Nothing in this agreement shall be interpreted to require GEOSPHERE to meet any higher standard and this paragraph shall control over any such contrary provision. No other warranty, expressed or implied, is made.
- 9. If any party hereto commences an action or arbitration proceeding to interpret or enforce this contract, the prevailing party shall be entitled to an award of attorneys' fees and costs in addition to all other amounts awarded by the Court or arbitrator.
- 10. Services provided pursuant to this Agreement are intended solely for the use and benefit of Client. No other person or entity shall be entitled to rely on the services, opinions, recommendations, plans, or specifications provided pursuant to this Agreement without the express written consent of GEOSPHERE CONSULTANTS, INC.
- 11. Client agrees that GEOSPHERE CONSULTANTS, INC. has been engaged to provide technical professional services only, and that GEOSPHERE does not owe a fiduciary responsibility to Client.
- 12. Client shall be entitled to an original report and three copies as part of these services. Should the Client request additional reports, they will be charged at \$15 each.
- 13. Client agrees to require Contractor to provide on-site First Aid and safety services as required by CAL-OSHA.
- 14. It shall be Client's sole responsibility to notify GEOSPHERE CONSULTANTS, INC. in writing of any prevailing wage requirements before any services are performed for the project. In the event notification is not given to GEOSPHERE, Client shall be fully responsible for payment of all fines, penalties, and/or damages imposed upon GEOSPHERE as well as any increase in the contract amount due to the imposition of prevailing wage requirements.
- 15. Signatures received by facsimile will be treated as originals and this Agreement may be signed in counter-parts.
- 16. This agreement is governed by the laws of the State of California and is entered into the County of Contra Costa, City of San Ramon.

We require **24-hour notification** of our personnel. **Dispatch hours are 7:00 a.m. to 4:00 p.m.** Although we will try to accommodate all requests for services, we cannot guarantee that calls after 4:00 p.m. will be received. If requested services are cancelled (for any reason), please notify our office by 4:00 p.m. on the day prior to the scheduled services. Cancellations received on the day of scheduled services are subject to a 2-hour show-up charge. In addition, the following basis of charges will be in effect during our participation on your project:

Work over 8 hours, Saturdays	Time and 1/2
Work over 12 hours, Sundays/Holidays	Double Time
Work from 0-4 hours (field technicians/inspectors only)	4-Hour Minimum Billing
Work from 4-8 hours (field technicians/inspectors only)	8-Hour Minimum Billing
Show-Up Time	2-Hour Minimum Billing

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of August 20, 2010.

Geosphere Consultants, Inc.

Client: Albany Unified School District

By: _____

By: _____

Title: _____

Title: _____



Geosphere Consultants, Inc.

Date: August 20, 2010
Proposal No: 91-02320-PWE
Project Manager: Greg Hanson

REPORT DISTRIBUTION

Project No.: **Project Manager: Greg Hanson**

Project Name: Albany High School Aquatic Center

Project Address: 603 Key Route Boulevard

Project Address (continued): Albany, California 94706

Jobsite Contact:

Jobsite Phone:

Jobsite Fax:

Permit/Application #:

GEOSPHERE CONSULTANT INC. will issue inspection and laboratory test reports to the following:

Client: Ms. Marla Stephenson, Superintendent

Company: Albany Unified School District

Address: 904 Talbot Avenue

City, State, Zip: Albany, California 94706

General Contractor: Bollo Construction

Contact: David Burke

Address: 852 Northport Drive, Suite 105, West Sacramento, California 95691

Structural Engineer:

Contact:

Address:

Architect:

Contact:

Address:

City/ORS/OSHPD (Specify):

Other (Specify)

SCHEDULE OF FEES DP

EARTHWORK TESTING NOVEMBER 2008

Administrative Assistant	\$ 65.00/hr.
Soil Tester	\$ 90.00/hr.
Field Supervisor	\$ 90.00/hr.
Project Manager	\$ 115.00/hr.
Staff Engineer or Geologist	\$ 115.00/hr.
Senior Staff Engineer or Geologist	\$ 120.00/hr.
Project Engineer or Geologist	\$ 130.00/hr.
Senior Project Engineer or Geologist	\$ 145.00/hr.
Senior Engineer or Geologist	\$ 155.00/hr.
Principal Engineer or Geologist	\$ 185.00/hr.
Vehicle Charge (Subject to periodic adjustment due to fuel cost)	\$ 0.75/mile
Subsistence	\$ 55.00/day
Lodging	Cost
Premium Charges	
Overtime (Saturdays and over 8 hours in one day)	add \$ 38.00/hr.
Sunday and Holidays	add \$ 47.00/hr.
Compaction Characteristics: Laboratory moisture/density relationship	
ASTM D 698	
Methods A	\$ 190.00 each
Methods B, C & D	\$ 200.00 each
ASTM D 1557	
Method A	\$ 230.00 each
Method B, C & D	\$ 240.00 each
CT 216	\$ 240.00 each

NOTES:

- 1) A two hour minimum charge will apply to field technician services with the following exceptions:
 - a) Single trip pickup and delivery services, where a one hour minimum will apply.
 - b) Saturday, Sunday and holidays, where a four hour minimum charge will apply.
- 2) A \$20.00 per hour shift differential surcharge will be added to the hourly rate of personnel involved in scheduled testing work between the hours of 6 P.M. and 5 A.M., as well as a four hour minimum.



**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of October 19, 2010

ITEM: APPROVE THE FISCAL CRISIS AND MANAGEMENT ASSISTANCE TEAM STUDY AGREEMENT FOR SPECIAL EDUCATION

PREPARED BY: Marla Stephenson, Superintendent 

TYPE OF ITEM: CONSENT

BACKGROUND INFORMATION:

The Fiscal Crisis and Management Assistance Team (FCMAT) was created by legislation in 1992 as an independent and external state agency. FCMAT's mission is to provide proactive and preventive fiscal, business and management services that help local educational agencies comply with fiscal accountability standards and incorporate best practices.

FCMAT has performed more than 700 reviews for K-12 school districts, county offices of education, community colleges and charter schools.

In light of State budget cuts that will likely reduce county supported special education services and thus likely increase expenditures in special education, staff would like an independent review of the special education delivery system to determine if cost efficiencies can be implemented with the goal being to provide additional services to students.

FINANCIAL INFORMATION:

No fiscal impact

RECOMMENDATION:

Approve the Fiscal Crisis and Management Assistance Team Study Agreement for Special Education

FCMAT

FISCAL CRISIS & MANAGEMENT
ASSISTANCE TEAM

CSIS California School Information Services

FISCAL CRISIS & MANAGEMENT ASSISTANCE TEAM STUDY AGREEMENT October 12, 2010

The FISCAL CRISIS AND MANAGEMENT ASSISTANCE TEAM (FCMAT), hereinafter referred to as the Team, and the Albany Unified School District, hereinafter referred to as the District, mutually agree as follows:

1. BASIS OF AGREEMENT

The Team provides a variety of services to school districts and county offices of education upon request. The District has requested that the Team provide for the assignment of professionals to study specific aspects of the District operations. These professionals may include staff of the Team, County Offices of Education, the California State Department of Education, school districts, or private contractors. All work shall be performed in accordance with the terms and conditions of this Agreement.

In keeping with the provisions of AB1200, the County Superintendent will be notified of this agreement between the District and FCMAT and will receive a copy of the final report. The final report will be published on the FCMAT website.

2. SCOPE OF THE WORK

A. Scope and Objectives of the Study

The scope and objectives of this study are to:

1. Conduct a comprehensive review of the special education delivery system and determine how the program can be more cost efficient. The review will include recommendations to reduce the level of contributions from the unrestricted general fund and continue to sustain the quality of services and meet the legal requirements of the program.
2. Evaluate the effectiveness of the staffing process for certificated staff and classroom aides including class size ratios and provide recommendations, if needed.
3. Review the district's implementation of the Response to Intervention Model (RTI) and provide recommendations, if any.

4. Review District Student Study team process and make recommendations to improve efficiency.
5. Review nonpublic school and nonpublic agencies placements and make recommendations on cost containment.
6. Review legal services costs and usage and make recommendations on how to effectively work with parents to reduce legal services. This component will also include recommendations on collaborative solutions on how to work together in an effort to further reduce the need for costly mediation and due process hearings and avoid litigation.

B. Services and Products to be Provided

- 1) Orientation Meeting - The Team will conduct an orientation session at the School District to brief District management and supervisory personnel on the procedures of the Team and on the purpose and schedule of the study.
- 2) On-site Review - The Team will conduct an on-site review at the District office and at school sites if necessary.
- 3) Exit Report - The Team will hold an exit meeting at the conclusion of the on-site review to inform the District of significant findings and recommendations to that point.
- 4) Exit Letter - The Team will issue an exit letter approximately 10 days after the exit meeting detailing significant findings and recommendations to date and memorializing the topics discussed in the exit meeting.
- 5) Draft Reports - Sufficient copies of a preliminary draft report will be delivered to the District administration for review and comment.
- 6) Final Report - Sufficient copies of the final study report will be delivered to the District administration following completion of the review.
- 7) Follow-Up Support – Six months after the completion of the study, FCMAT will return to the District, if requested, to confirm the District's progress in implementing the recommendations included in the report, at no cost. Status of the recommendations will be documented to the District in a FCMAT Management Letter.

3. **PROJECT PERSONNEL**

The study team will be supervised by Anthony L. Bridges, CFE, Deputy Executive Officer, Fiscal Crisis and Management Assistance Team, Kern County Superintendent of Schools Office. The study team may also include:

- A. Dr. William Gillaspie FCMAT Chief Management Analyst
- B. JoAnn Murphy FCMAT Consultant
- C. Anne Stone FCMAT Consultant

Other equally qualified consultants will be substituted in the event one of the above noted individuals is unable to participate in the study.

4. **PROJECT COSTS**

The cost for studies requested pursuant to E.C. 42127.8(d)(1) shall be:

- A. \$500.00 per day for each Team Member while on site, conducting fieldwork at other locations, preparing and presenting reports, or participating in meetings.
- B. All out-of-pocket expenses, including travel, meals, lodging, etc. The District will be invoiced at actual costs, with 50% of the estimated cost due following the completion of the on-site review and the remaining amount due upon acceptance of the final report by the District.

Based on the elements noted in section 2 A, the total cost of the study is estimated at \$13,900.

- C. Any change to the scope will affect the estimate of total cost.

Payments for FCMAT services are payable to Kern County Superintendent of Schools - Administrative Agent.

5. RESPONSIBILITIES OF THE DISTRICT

- A. The District will provide office and conference room space while on-site reviews are in progress.
- B. The District will provide the following (if requested):
 - 1) A map of the local area
 - 2) Existing policies, regulations and prior reports addressing the study request
 - 3) Current or proposed organizational charts
 - 4) Current and two (2) prior years' audit reports
 - 5) Any documents requested on a supplemental listing
 - 6) Any documents requested on the supplemental listing should be provided to FCMAT in electronic format when possible.
 - 7) Documents that are only available in hard copy should be scanned by the district and sent to FCMAT in an electronic format.
 - 8) All documents should be provided in advance of field work and any delay in the receipt of the requested documentation may affect the start date of the project.
- C. The District Administration will review a preliminary draft copy of the study. Any comments regarding the accuracy of the data presented in the report or the practicability of the recommendations will be reviewed with the Team prior to completion of the final report.

Pursuant to EC 45125.1(c), representatives of FCMAT will have limited contact with pupils. The District shall take appropriate steps to comply with EC 45125.1(c).

6. PROJECT SCHEDULE

The following schedule outlines the planned completion dates for key study milestones:

Orientation:	November 8, 2010
Staff Interviews:	November 8-10
Exit Interviews:	November 10
Preliminary Report Submitted:	to be determined
Final Report Submitted:	to be determined
Board Presentation:	January 2011
Follow-Up Support:	If requested

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of October 19, 2010

ITEM: Annual Accounting of Developer Fees for the 2009-10 Fiscal Year

PREPARED BY: Laurie Harden, Assistant Superintendent, Business Services 

TYPE OF ITEM: *Consent Agenda*

BACKGROUND INFORMATION:

In accordance with Government Code Section 66006 (b), the Albany Unified School District must provide an annual accounting of the Capital Facilities Fund for the collection and accounting of Developer Fees.

Government Code Section 66006 (b) requires local agencies, including school districts, which collect developer fees, to provide an annual accounting of those fees within 180 days of the close of each fiscal year.

Each accounting must include:

1. The amount of the fee;
2. The beginning and ending balances of the account;
3. The amount of the fees collected and the interest earned during the fiscal year;
4. An identification of each public improvement project for which fees were expended.
5. A description of each inter-fund transfer or loan made from the account, including the public improvement on which the transferred or loaned fees will be expended.
6. The amount of refunds made pursuant to subdivision (e) of section 66001

During the 2009-10 fiscal year, the Albany Unified School District levied developer fees at the following rates:

Residential Developer Fees in the amount of \$2.97 per square foot of assessable space of residential construction.

Commercial Developer Fees in the amount of \$.47 cents per square foot of covered and enclosed space of commercial/industrial construction.

RECOMMENDATION: It is recommended that the Board approve the Annual Accounting of Developer Fees report for the 2009-10 fiscal year.

ANNUAL REPORT OF DEVELOPER FEES**School District Name:** Albany Unified School District**Reporting Period:** July 1, 2009 - June 30, 2010**Date Report Made Available to the Public:** October 19, 2010**Date Report Presented to the Board:** October 19, 2010**DESCRIPTION OF THE TYPE AND AMOUNT OF THE FEE**

This district has levied school facilities fees pursuant to various resolutions, the most recent of which is dated June 4, 2008. These resolutions were adopted under the authority of Government Code Section 53080 for the purpose of funding the construction or reconstruction of school facilities.

The amount collected by this district is \$2.97 per square foot of assessable space of residential construction; and \$.47 per square foot of covered and enclosed space of commercial/industrial construction; but subject to the district's determination that a particular project is exempt from all or part of these fees.

ANNUAL DEVELOPER FEE REPORT
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
FOR THE YEAR ENDED JUNE 30, 2010

DESCRIPTION	ACCOUNT CODE	TOTALS	GENERAL	PROJECT 001	PROJECT	PROJECT	PROJECT
Cornell Portables AHS Cafeteria							
<i>BEGINNING BALANCE</i>		49,117.86	-	-	-	-	-
REVENUE							
Mitigation/Developer Fees (Schedule A)	8681	28,643.52	-	-	-	-	-
Interest Income	8660	122.42	-	-	-	-	-
Other Income	8699	-	-	-	-	-	-
Refund (Schedule C)	8681	-	-	-	-	-	-
TOTAL REVENUE		28,765.94	-	-	-	-	-
EXPENDITURES							
Books and Supplies	4000-4999	-					
Materials and Supplies	4300	-					
Non-Capitalized Equipment	4400	49,691.71			49,691.71		
Services, Other Operating Expenses	5000-5999	-					
Travel & Conference		-					
Architect/Construction Services		-					
Rentals, Leases and Repairs		13,593.69		13,593.69			
Other Services & Operating Expenses		-					
Utility Costs		-					
Capital Outlay	6000-6599	-					
Sites & Improvements of Sites		-					
Buildings & Improvements		-					
OTHER FINANCING SOURCES/USES							
Transfers Out	7610-7629	-					
Indirect	7630-7699	-					
Debt Service		-					
TOTAL OTHER SOURCES/USES		-					
TOTAL EXPENDITURES		63,285.40	-	13,593.69	49,691.71	-	-
<i>ENDING BALANCE</i>		\$ 14,598.40					

**ANNUAL DEVELOPER FEE REPORT
SCHEDULE OF MITIGATION/DEVELOPER FEES
FOR THE PERIOD ENDED JUNE 30, 2010**

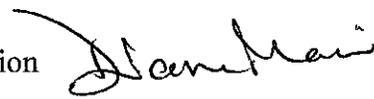
DEPOSIT			PERMIT				
REF	NUMBER	AMOUNT	DATE	ADDRESS	FEES		
	DE10-00035	5,802.14	8/28/2009	908 Ventura Avenue	2,650.43		
			8/28/2009	1055 Ordway Street	1,466.38		
			8/28/2009	821 Stannage Avenue	1,685.33		
	DE10-00043	3,042.23	9/15/2009	954 Kains Avenue	3,042.23		
	AR10-00019	5,531.33	10/30/2009	1091 Neilson Street	2,201.01		
			10/30/2009	962 Cornell Avenue	1,800.56		
			10/30/2009	1045 Key Route Boulevard	1,529.76		
	AR10-00062	2,595.49	1/11/2010	1051 Ventura Avenue	2,539.87		
			1/11/2010	635 San Pablo Avenue	55.62		
	AR10-00100	2,169.32	2/23/2010	622 Masonic Avenue	2,169.32		
	AR10-00130	1,483.66	3/18/2010	957 Madison Street	1,483.66		
	AR10-00177	5,385.00	5/18/2010	1301 Solano Avenue	943.26		
			5/18/2010	1352 Marin Avenue	2,137.02		
			5/18/2010	916 Santa Fe Avenue	2,304.72		
	AR10-00207	2,634.35	6/28/2010	1700 Sonoma Avenue	2,634.35		
	Total	28,643.52			Total	28,643.52	

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of October 19, 2010

ITEM: Master Contract
 Provider: **Faltz Associates, Inc.**

PREPARED BY: Diane Marie, Director of Special Education



TYPE OF ITEM: Consent Calendar – Student Services

BACKGROUND INFORMATION:

Dates of Service: July 1, 2010 – June 30, 2011

Description of Services:

Provide speech therapy for one (1) student attending a non public school

Number of Students: 1

Rate: \$110.00 per hour

Not to Exceed Cost: \$6,270.00.

Standard Contract.

Contract Deviates from Standard Contract. Description below.

FINANCIAL INFORMATION:

Funding Source: Special Education

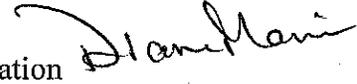
RECOMMENDATION: Approve Master Contract for a cost not to exceed \$6,270.00.

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of October 19, 2010

ITEM: Master Contract
Provider: **Bayhill High School**

PREPARED BY: Diane Marie, Director of Special Education



TYPE OF ITEM: Consent Calendar – Student Services

BACKGROUND INFORMATION:

Dates of Service: July 1, 2010 – June 30, 2011

Description of Services:

Bayhill High School is a non-public school for students with learning differences. Service to be provided is for basic education for one (1) student.

Number of Students: 1

Rate: 180 school days at the rate of \$135.28 per day.

Not to Exceed Cost: \$24,350.40

Standard Contract.
 Contract Deviates from Standard Contract. Description below.

FINANCIAL INFORMATION:

Funding Source: Special Education

RECOMMENDATION: Approve Master Contract for a cost not to exceed \$24,350.40.

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of October 19, 2010

ITEM: UPDATE ON THE 2009-10 SINGLE SCHOOL PLANS GOALS FOR CORNELL, MARIN, AND OCEAN VIEW SCHOOLS

PREPARED BY: Wendy Holmes, Principal, Cornell
David Kumamoto, Principal, Marin
Terry Georgeson, Principal, Ocean View

TYPE OF ITEM: STAFF REPORT

BACKGROUND INFORMATION:

In May 2010, the Board of Education approved each school site's 2010-11 Single School Plan for Student Achievement. At the time of the approval, the Board requested an update from each site on what accomplishments they made towards realizing the goals of their 2009-10 Single School Plans.

Each elementary principal has prepared an outline of information on their site's accomplishments from the 2009-10 Single School Plans. The outlines are attached. Each principal will speak to the accomplishments on the outline at the October 19th Board of Education Meeting.

The same process is underway at each secondary sites. The secondary principals are scheduled to present their accomplishments at the November 3rd Board of Education meeting.

**Marin School
2009-2010 Site Plan Reflection
October 19, 2010 Board Presentation**

What accomplishments have you made at your site to realize your 2009-10 Single School Plan goals?

2009-2010 Goals focused on Hispanic, Socially Economically Disadvantaged and Students with Disabilities. However, in 2009 we did not have statistically significant numbers of these populations.

English Language Arts

All Students: 87% of the students scored proficient or above
Grade 2: 89% of the students scored proficient or above
Grade 3: 78% of the students scored proficient or above
Grade 4: 89% of the students scored proficient or above
Grade 5: 92% of the students scored proficient or above

Asian: 85% of the students scored proficient or above
White: 89% of the students scored proficient or above
ELL: 81% of the students scored proficient or above

Math

All Students: 87% of the students scored proficient or above
Grade 2: 96% of the students scored proficient or above
Grade 3: 82% of the students scored proficient or above
Grade 4: 89% of the students scored proficient or above
Grade 5: 83% of the students scored proficient or above

Asian: 82% of the students scored proficient or above
White: 88% of the students scored proficient or above
ELL: 84% of the students scored proficient or above

What data did you collect/analyze to determine if you met your goals?

California Standardized Test data

What are your next steps?

We will re-establish goals for 2010-2011 based on 2010 data with a potential goal of 90% proficiency or above for all students.

Frame the actions around these five areas:

1. Alignment of Instruction with Content Standards
 - Release time for teachers to align standards, plan units of study, and plan instruction
 - Evaluation conferences between teachers and Principal
 - Instructional Leadership Team Meetings

2. Improvement of Instructional Strategies and Materials
 - Classroom Management Strategies
 - Purchase books for classroom libraries, resource room
 - Implement Positive Behavior Intervention System - BEST
3. Staff Development and Professional Collaboration
 - Release time for PM Kindergarten teacher to collaborate and participate in staff development
 - Continued Implementation of Professional Learning Community process
 - Workshops, Trainings, and Conferences
 - Collaboration for Intervention
4. Extended Learning Time
 - Intervention Specialist
 - English Language Specialist
 - Intervention groups for identified students
 - Assessment for intervention groups
5. Involvement of Staff, Parents and Community
 - Monitor Attendance (Clerk Aide)
 - Family Nights

**Cornell Elementary School
2009-2010 Site Plan Reflection
October 19, 2010 Board Presentation**

Data Results, Accomplishments, and Next Steps

CST Student Achievement Data

Math Results

All students (352 students) – 76.4% proficient (Goal –80.8% proficient)
 Hispanic Students (56 students) – 73.2% proficient (Goal – 68.5% proficient)
 English Learners (106 students) – 77.4% proficient (Goal – 69.9% proficient)
 Asian Students (106 students) – 78.3% proficient (No goal established)
 White Students (124 students) – 87.9% proficient (No goal established)

English Language Arts Results

All students (352 students) – 75.3% proficient (Goal –79.4% proficient)
 Hispanic Students (56 students) – 67.9% proficient (Goal – 67.6% proficient)
 English Learners (106 students) – 67.0% proficient (Goal – 67.6% proficient)
 Asian Students (106 students) – 67.0% proficient (No goal established)
 White Students (124 students) – 84.7% proficient (No goal established)

CST Content Cluster Data Results

We analyzed the data over the last four years to determine areas of strengths and weakness in our instructional program. The data indicates that we have a balanced program in both language arts and math where we focus our instruction across all strands. In math, the mean percent correct across strands consistently fell in high 70% to high 80% range. In English Language arts, the data indicated areas of strengths and areas needing focus. The mean percent correct ranged from low 70% to high 80%. Writing Strategies and Written Convention content clusters are strands where scores are generally lowest. Word Analysis, Literature Response & Analysis and Reading Comprehension are strands where scores are generally higher.

Math Goal - Accomplishments

- Systematic implementation of Everyday Math program in every classroom
- Regular cross-site meetings dedicated to supporting the implementation of Everyday Math program
- Family Math Night – Hands-on math experiences along with Everyday Math games
- After-School Math Club offered about 50 students additional support in math
- Regular analysis of student achievement to drive instruction, interventions, and strategies to support students

ELA Goal – Accomplishments

- Periodic site-based professional development, led by Intervention and ELD Specialists, focused on reading comprehension
- Ongoing focused conversations on integration of research-based strategies in reading instruction and academic vocabulary in faculty meetings
- Family Literacy Night – Focused on non-fiction reading strategies
- ELD Specialist and Intervention Specialist worked with about 80 students with particular language needs

Culture Goal - Accomplishments

- Integration of Welcoming Schools lessons in all classrooms and focused discussions on inclusion and diversity
- Identification of target students early in school year (students working below grade level as evidenced by CST and other assessments); regular conversations about strategies and interventions to support these students; progress monitored over time
- Regular Leadership team meetings that kept us focused on site plan goals and action steps, prioritized our work to focus on teaching and learning
- Meeting emphasis on teacher collaboration, sharing of best teaching practices, and pedagogy
- Maintenance of critical programs that help foster a safe, inclusive learning environment (Conflict Manager Program, Student Council, Nutrition Leaders in compost program, monthly Community Time gatherings)
- Focus on strong parent involvement; work with PTA to offer support for programs and school community gathering together

Next Steps

- Continue to focus on strong implementation of Everyday Math program
- Focus our site-based professional development on reading comprehension in our language arts instruction and integrating effective strategies to use in the classroom
- Utilize content cluster data to help us focus our efforts in addressing areas where we have opportunities for growth
- Use analysis of CST data to identify our target students (students working below grade level) and start learning about students' strengths, challenges and steps to support them
- Determine culturally responsive teaching strategies to address specific needs of subgroups, with an emphasis on needs of English Learners
- Use expertise of Intervention and ELD Specialists to offer regular professional development that teachers can use to support English Learners in the regular classroom

**Ocean View Elementary School
2009-2010 Site Plan Reflection
October 19, 2010**

What accomplishments have you made at your site to realize your 2009-10 Single School Plan goals?

2009-2010 Goals focused on English Language Learners, African American, Hispanic/Latino, Socially Economically Disadvantaged and Students with Disabilities

CST ELA Data – 75% proficient or above for all students;
CST Math Data – 85% proficient or above for all students

Ocean View had a 4-point drop from the 08-09 school year from an API of 917 to 913. Ocean View did not meet ELA and math site goals for improving scores 3% across all subgroups. However, when viewing subgroups for Annual Measurable Objectives (AMOs) we noted the following for 2010:

- 77.8% of African American or Black scored at or above proficient for ELA and math (this marked a first time for seeing such data for this subgroup.) As well we noted within subgroups many students moved significantly within a level such as basic or below.

ELA:

All Students: 79% of the students scored proficient or above
Grade 2: 67% of the students scored proficient or above
Grade 3: 76% of the students scored proficient or above
Grade 4: 81% of the students scored proficient or above
Grade 5: 76% of the students scored proficient or above

African American 77.8% of the students scored proficient or above (AMO's)
Asian 84% of the students scored proficient or above
Hispanic 65% of the students scored proficient or above
White 77% of the students scored proficient or above
English Learners 76% of the students scored proficient or above

Math:

All Students: 85% of the students scored proficient or above
Grade 2: 81% of the students scored proficient or above
Grade 3: 90% of the students scored proficient or above
Grade 4: 86% of the students scored proficient or above
Grade 5: 85% of the students scored proficient or above

African American 77% of the students scored proficient or above (AMO's)
Asian 93% of the students scored proficient or above
Hispanic 76% of the students scored proficient or above
White 87% of the students scored proficient or above
English Learners 86% of the students scored proficient or above

Science:

All Students: 85% of the 5th grade students scored proficient or above, a 5% increase from the 2009.

What data did you collect/analyze to determine if you met your goals?

California Standardized Test data

Content Cluster Data

Staff Accomplishment Survey

AYP Report

Math Goal - Accomplishments

- Systematic implementation of Everyday Math program in K-5th grade
- Regular cross-site meetings dedicated to supporting the implementation of Everyday Math program
- Teachers worked closely with math coaches with the implementation of program
- After-School Math Club offered about 50-60 students additional support for 3 hours weekly for 16 weeks in EDM concepts and games

ELA Goal – Accomplishments

- Periodic site-based professional development, led by Intervention and ELD Specialists, focused on reading.
- Ongoing focused conversations on integration of research-based strategies in reading instruction and academic vocabulary in faculty meetings
- Family Literacy Night – focused on non-fiction reading strategies for 3rd -5th grades and early literacy for k-2nd grade
- ELD Specialist worked with about 100 students with particular language needs
- Intervention teacher worked with 50-60 students on intensive reading skills and comprehension development.

Culture Goal - Accomplishments

- Target students identified in September (students working below grade level as evidenced by CST and other assessments).
- Strong classroom parent involvement, i.e. PTA – offered support for classroom support, field trips, art supplies and yard duty supervision and an annual assembly.
- Development of a PEACEFUL playground booklet for playground games and play
- Development of an after school science club for over 40 students in the 4th and 5th grade with the support of volunteer staff and parents.

Next Steps

- Continue implementation of Everyday Math program with a focus on collaboration
- ELA – Focused emphasis on language arts instruction and site-based professional development.
- Continue Professional Learning Community practices designed to enhance instructional strategies within core content areas.
- Develop strategies and services for targeted and title 1 student through enhancing knowledge of student strengths, challenges.
- Disaggregate CELDT data on students receiving services in EL and intervention to determine the level of service needed vs services provided.

- Subgroups – determine culturally responsive teaching; increased ELD Intervention FTE and using their expertise to offer professional development and push in team teaching opportunities for general classroom teachers.
- Extend parent education opportunities in math, reading, parenting skills, and middle school readiness.
- Enhance the work of the multicultural committee to support the development of classroom and library multicultural literature for core content areas.

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of October 19, 2010

ITEM: OPEN PUBLIC HEARING FOR RESOLUTION NO. 2010-11-04 IN THE MATTER OF APPROVING THE INTENT TO CONVEY CERTAIN REAL PROPERTY TO THE CITY OF ALBANY FOR THE BUCHANAN BICYCLE AND PEDESTRIAN PATH PROJECT EASEMENT SITUATED ON THE SOUTHSIDE OF BUCHANAN STREET

PREPARED BY: Marla Stephenson, Superintendent

TYPE OF ITEM: ACTION

BACKGROUND INFORMATION:

Resolution no. 2010-11-04 requires that the Governing Board hold a public hearing upon the question of making the conveyance of the Property to the City pursuant to Education Code section 17558, et seq., at which time any interested person may appear and be heard thereon.

FINANCIAL INFORMATION:

No fiscal impact

RECOMMENDATION:

Open public hearing on Resolution No. 2010-11-04 in the Matter of Approving the Intent to Convey Certain Real Property to the City of Albany for the Buchanan Bicycle and Pedestrian Path Project Easement Situated on the Southside of Buchanan Street

RESOLUTION NO. 2010-11-04**BOARD OF EDUCATION OF THE ALBANY UNIFIED SCHOOL DISTRICT
RESOLUTION APPROVING THE INTENT TO CONVEY CERTAIN REAL
PROPERTY TO THE CITY OF ALBANY FOR THE BUCHANAN BICYCLE AND
PEDESTRIAN PATH PROJECT EASEMENT SITUATED ON THE SOUTHSIDE OF
BUCHANAN STREET**

WHEREAS, the Albany Unified School District ("School District") is the owner of certain real property located at 1000 Jackson Street, in the City of Albany ("City"), County of Alameda, State of California, more commonly known as Ocean View Elementary School ("School"); and

WHEREAS, the City requests the conveyance by the School District of a certain portion of the property owned by the School District fronting Buchanan Street at the School, measuring no more than approximately 5357 square feet as more particularly illustrated in Exhibit A, attached hereto and incorporated by reference ("Property"), for the purposes of constructing, operating and maintaining a bicycle and pedestrian path located at the northwesterly corner of district property of Buchanan Street and running easterly along the northern line of AUSD property.

WHEREAS, the Property belonging to the School District is not now and is not expected to be needed exclusively for classroom or other school purposes by the School District; and

WHEREAS, the bicycle and pedestrian path will be part of a project by the City to provide a safer alternative for students and parents to get to and from school and provide an alternative mode of transportation other than the automobile to relieve traffic congestion, and it is therefore in the best interest of the School District to convey the Property to the City for such purposes; and

WHEREAS, Education Code sections 17556, et seq., provide that the governing board of a school district may convey to a municipal corporation real property belonging to the school district for public street purposes; and

WHEREAS, on September 21, 2010, the Board of Education of the School District adopted by a two-thirds vote of all its members Resolution No. 2010-11-04 ("Resolution"), declaring its intention pursuant to Education Code section 17557 to convey in fee the Property to the City and establishing that during its regular meeting on September 21, 2010, the Board of Education will conduct a public hearing upon the question of making the conveyance of the Property to the City pursuant to Education Code section 17558; and

WHEREAS, pursuant to Education Code section 17558, notice of adoption of the Resolution will post a true copy of the Resolution in three public places in the School District not less than ten days before the October 19, 2010 public hearing, and notice of the public hearing will be given by publishing a true copy of the Resolution in the West County Times, a newspaper of general circulation, published in the School District, not less than five days before the October 19, 2010 public hearing; and

FURTHER RESOLVED that the above recitals are true and correct; and

BE IT FURTHER RESOLVED that pursuant to Education Code sections 17556, 17557 and 17558, et seq., the Board of Education hereby intends to convey the Property to the City for the purposes set forth herein; and

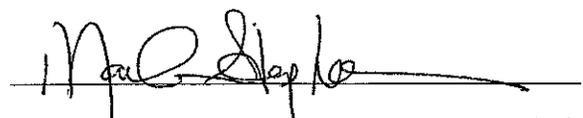
Passed and adopted on the 21st day of September, 2010, at a regular meeting of the Board of Education by the following vote:

AYES: 3

NAYS: 0

ABSENT: 1

I, Marla Stephenson, Clerk of the Board of Education of Albany Unified School District, hereby certify that the foregoing Resolution was duly introduced, passed and adopted by the Governing Board at a regular meeting thereof held on the 21st day of September, 2010, by a vote of 3-0


Marla Stephenson, Clerk

Albany Unified School District
APN 066-2692-002-05
RE: 3708, IM: 866
Albany, CA

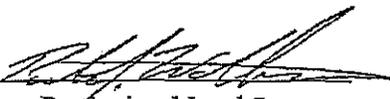
EXHIBIT A

Bikeway Easement

A Bikeway Easement situated in the City of Albany, County of Alameda, State of California, being a portion of the Albany Unified School District (AUSD) parcel of land described in a deed recorded June 19, 1974, RE: 3708 IM: 866, in the Alameda County Records, as shown on the Survey Map filed August 5, 1999 in Book 23 of Records of Survey at Pages 84-86 (ROS 1583), in the Alameda County Records, and being more particularly described as follows:

Beginning at the northwesterly corner of said AUSD parcel (RE: 3708 IM: 866) as shown on said ROS 1583 (R/S 23, PG. 84-86) also being a point on the southerly Right of Way (ROW) line of Buchanan Street; thence proceeding easterly along the northern line of said AUSD parcel (RE: 3708 IM: 866), North 88°08'37" East, 445.23 feet to a point being distant thereon South 88°08'37" West, 6.00 feet from the northeasterly corner of said parcel (RE: 3708 IM: 866); thence leaving said point, South 13°10'53" East, 12.24 feet; thence South 88°08'37" West, 447.63 feet to a point on the westerly line of said parcel; thence along said westerly line (RE: 3708 IM: 866) North 01°51'23" East, 12.00 feet along said easterly line to the **Point of Beginning**.

CONTAINING 5,357 square feet, more or less.

Signature 
Professional Land Surveyor
P.L.S. #7770, Exp. 12/31/11

Date 03-01-10

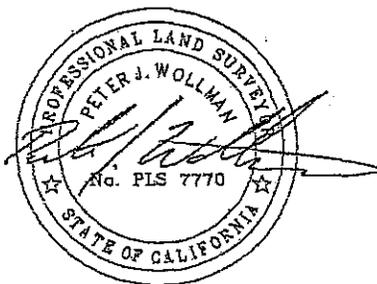
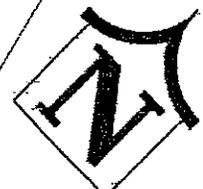


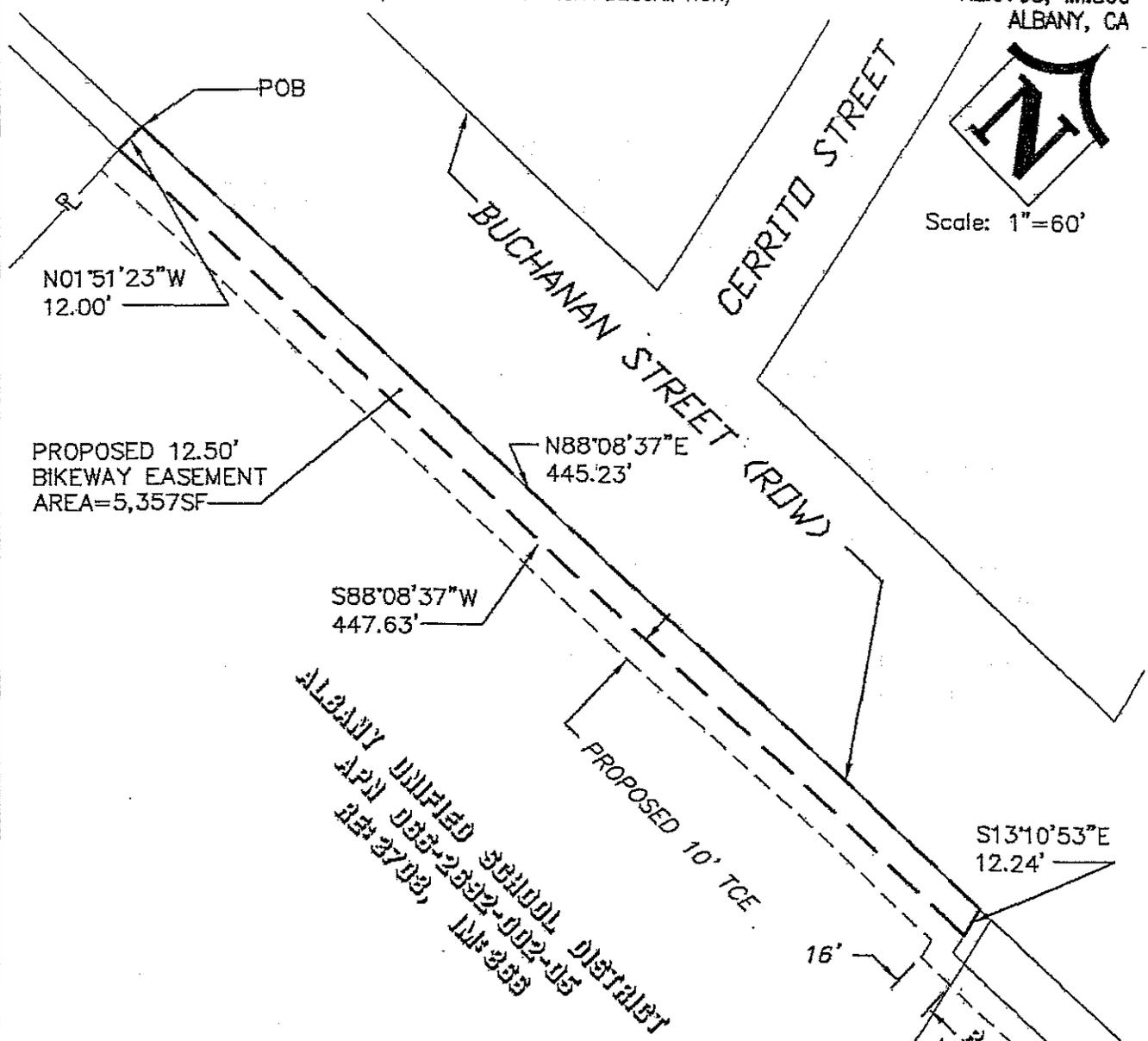
EXHIBIT B PLAT MAP

(TO ACCOMPANY LEGAL DESCRIPTION)

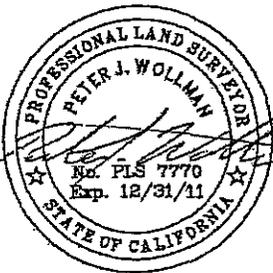
ALBANY UNIFIED SCHOOL DISTRICT
APN 066-2692-002-05
RE:3708, IM:856
ALBANY, CA



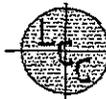
Scale: 1"=60'



NOTE:
EXISTING EASEMENTS ARE
NOT SHOWN HEREON.



03-01-2010
DATE



Leptien, Cronin, Cooper, Morris & Pocrs, Inc.

dba LCC, Inc.

Civil Engineering - Land Surveying

930 Estudillo Street

Martinez, California 94553-1620

(925) 228-4218 Fax (925) 228-4638

March 2010

LCC JOB No. 2006.033.52

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of October 19, 2010

**ITEM: APPROVE RESOLUTION NO. 2010-11-07 IN THE
MATTER OF APPROVING THE CONVEYANCE OF
CERTAIN REAL PROPERTY TO THE CITY OF ALBANY
FOR THE BUCHANAN BICYCLE AND PEDESTRIAN
PATH PROJECT EASEMENT SITUATED ON THE
SOUTHSIDE OF BUCHANAN STREET**

PREPARED BY: Marla Stephenson, Superintendent

TYPE OF ITEM: ACTION

BACKGROUND INFORMATION:

Resolution no. 2010-11-07 will approve the conveyance by Albany Unified School District of a certain portion of the property owned by AUSD at the southwest corner of Jackson Street and Buchanan Street to the City of Albany for the purposes of constructing, operating and maintaining a bicycle and pedestrian path located at the northwesterly corner of district property of Buchanan Street and running easterly along the northern line of AUSD property.

FINANCIAL INFORMATION:

No fiscal impact

RECOMMENDATION:

Approve Resolution No. 2010-11-07 in the Matter of Support of Approving the Conveyance of Certain Real Property to the City of Albany for the Buchanan Bicycle and Pedestrian Path Project Easement Situated on the Southside of Buchanan Street

RESOLUTION NO. 2010-11-07**BOARD OF EDUCATION OF THE ALBANY UNIFIED SCHOOL DISTRICT****RESOLUTION APPROVING THE CONVEYANCE OF CERTAIN REAL PROPERTY TO THE CITY OF ALBANY FOR THE BUCHANNAN BICYCLE AND PEDESTRIAN PATH PROJECT EASEMENT SITUATED ON THE SOUTHSIDE OF BUCHANAN STREET**

WHEREAS, the Albany Unified School District ("School District") is the owner of certain real property located at 1000 Jackson Street, in the City of Albany ("City"), County of Alameda, State of California, more commonly known as Ocean View Elementary School ("School"); and

WHEREAS, the City requests the conveyance by the School District of a certain portion of the property owned by the School District fronting Buchanan Street at the School, measuring no more than approximately 5357 square feet as more particularly illustrated in Exhibit A, attached hereto and incorporated by reference ("Property"), for the purposes of constructing, operating and maintaining a bicycle and pedestrian path located at the northwesterly corner of district property of Buchanan Street and running easterly along the northern line of AUSD property.

WHEREAS, the Property belonging to the School District is not now and is not expected to be needed exclusively for classroom or other school purposes by the School District; and

WHEREAS, the bicycle and pedestrian path will be part of a project by the City to provide a safer alternative for students and parents to get to and from school and provide an alternative mode of transportation other than the automobile to relieve traffic congestion, and it is therefore in the best interest of the School District to convey the Property to the City for such purposes; and

WHEREAS, Education Code sections 17556, *et seq.*, provide that the governing board of a school district may convey to a municipal corporation real property belonging to the school district for public street purposes; and

WHEREAS, on September 21, 2010, the Board of Education of the School District adopted by a two-thirds vote of all its members Resolution No. 2010-11-04 ("Resolution"), declaring its intention pursuant to Education Code section 17557 to convey in fee the Property to the City and establishing that during its regular meeting on October 19, 2010, the Board of Education would conduct a public hearing upon the question of making the conveyance of the Property to the City pursuant to Education Code section 17558; and

WHEREAS, pursuant to Education Code section 17558, notice of adoption of the Resolution was given by posting a true copy of the Resolution in three public places in the School District not less than ten days before the October 19, 2010 public hearing, and notice of the public hearing was given by publishing a true copy of the Resolution in the West County Times, a newspaper of general circulation, published in the School District, not less than five days before the October 19, 2010 public hearing; and

FURTHER RESOLVED that the above recitals are true and correct; and

WHEREAS, the public hearing took place on October 19, 2010; and

WHEREAS, no protest was filed against the proposed conveyance at the October 19, 2010 public hearing pursuant to Education Code section 17560; and

WHEREAS, after hearing and considering all information presented to the Board of Education prior to and at the public hearing, the Board of Education concludes that it is in the best interest of the School District to convey the Property to the City for the purpose of constructing, operating and maintaining a bicycle and pedestrian path located at the northwesterly corner of district property of Buchanan Street and running easterly along the northern line of AUSD property.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the above recitals are true and correct; and

BE IT FURTHER RESOLVED that pursuant to Education Code sections 17556, 17557 and 17558, et seq., the Board of Education hereby agrees to convey the Property to the City for the purposes set forth herein; and

BE IT FURTHER RESOLVED that upon the effective date of such conveyance, the City shall assume all of the rights and obligations as fee simple owner of the Property; and

BE IT FURTHER RESOLVED that the President of the Board of Education is authorized and directed to execute and deliver the deed of conveyance to the City attached hereto as Exhibit B; and

BE IT FURTHER RESOLVED that the conveyance shall be effective upon the delivery and acceptance of the deed by the City.

Passed and adopted on the 21st day of September, 2010, at a regular meeting of the Board of Education by the following vote:

AYES:

NAYS:

ABSENT:

I, Marla Stephenson, Clerk of the Board of Education of Albany Unified School District, hereby certify that the foregoing Resolution was duly introduced, passed and adopted by the Governing Board at a regular meeting thereof held on the 21st day of September, 2010, by a vote of _____

Marla Stephenson, Clerk

Albany Unified School District
APN 066-2692-002-05
RE: 3708, IM: 866
Albany, CA

EXHIBIT A

Bikeway Easement

A Bikeway Easement situated in the City of Albany, County of Alameda, State of California, being a portion of the Albany Unified School District (AUSD) parcel of land described in a deed recorded June 19, 1974, RE: 3708 IM: 866, in the Alameda County Records, as shown on the Survey Map filed August 5, 1999 in Book 23 of Records of Survey at Pages 84-86 (ROS 1583), in the Alameda County Records, and being more particularly described as follows:

Beginning at the northwesterly corner of said AUSD parcel (RE: 3708 IM: 866) as shown on said ROS 1583 (R/S 23, PG. 84-86) also being a point on the southerly Right of Way (ROW) line of Buchanan Street; thence proceeding easterly along the northern line of said AUSD parcel (RE: 3708 IM: 866), North 88°08'37" East, 445.23 feet to a point being distant thereon South 88°08'37" West, 6.00 feet from the northeasterly corner of said parcel (RE: 3708 IM: 866); thence leaving said point, South 13°10'53" East, 12.24 feet; thence South 88°08'37" West, 447.63 feet to a point on the westerly line of said parcel; thence along said westerly line (RE: 3708 IM: 866) North 01°51'23" East, 12.00 feet along said easterly line to the **Point of Beginning**.

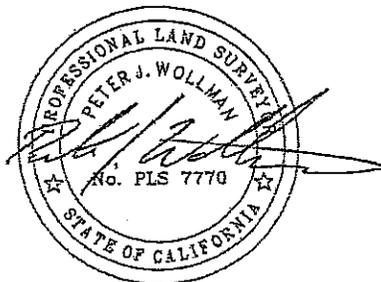
CONTAINING 5,357 square feet, more or less.

Signature



Professional Land Surveyor
P.L.S. #7770, Exp. 12/31/11

Date 03-01-10

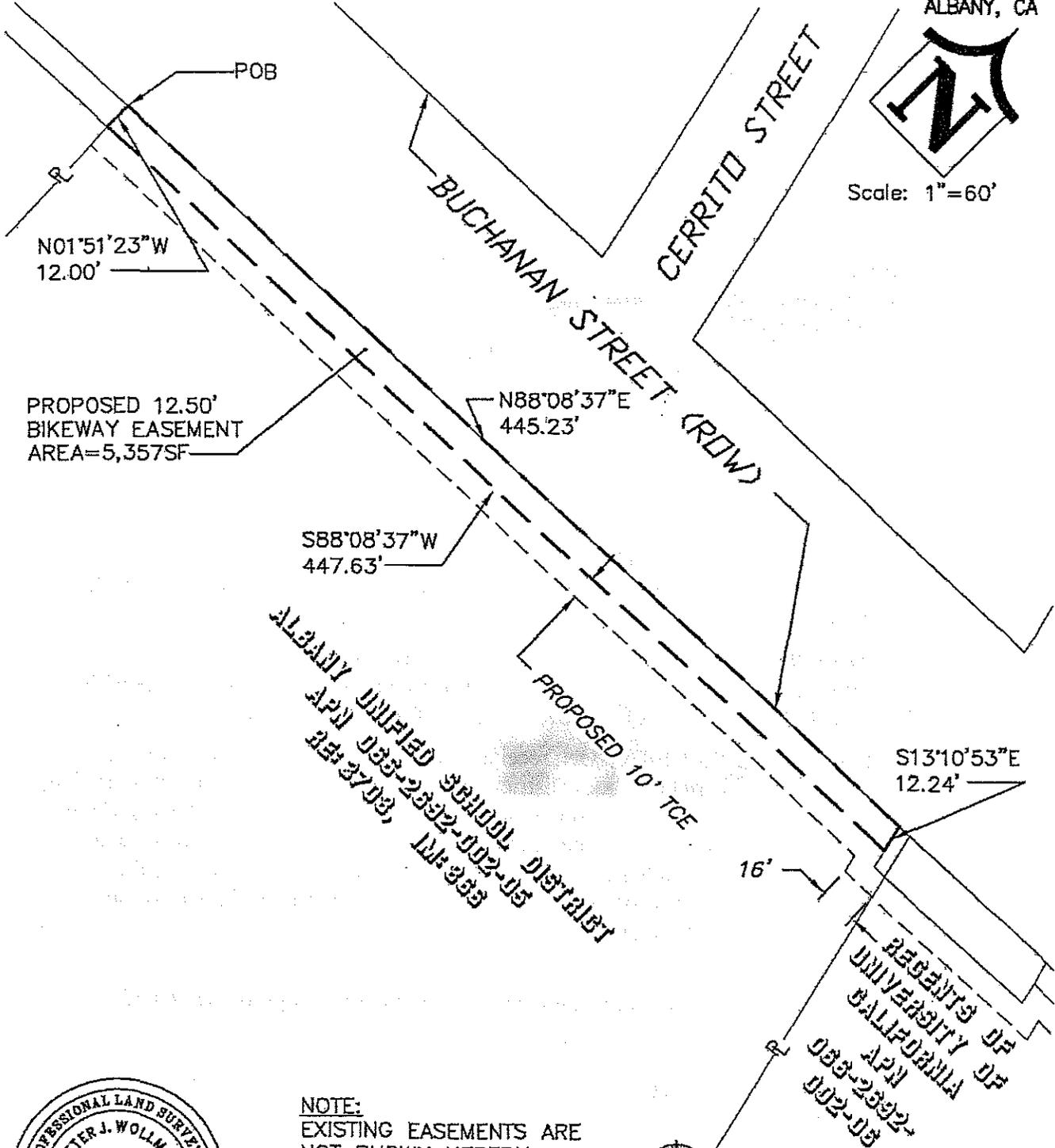


PLAT MAP
(TO ACCOMPANY LEGAL DESCRIPTION)

ALBANY UNIFIED SCHOOL DISTRICT
APN 066-2692-002-05
RE:3708, IM:866
ALBANY, CA

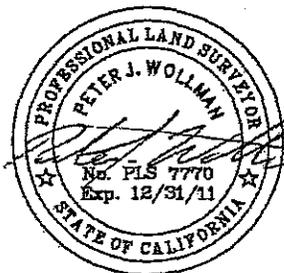


Scale: 1"=60'



ALBANY UNIFIED SCHOOL DISTRICT
APN 066-2692-002-05
RE:3708, IM:866

REGENTS OF
UNIVERSITY OF
CALIFORNIA
APN
066-2692-
002-05



NOTE:
EXISTING EASEMENTS ARE
NOT SHOWN HEREON.

03-01-2010
DATE



Lepten, Cronin, Cooper, Morris & Poore, Inc.
dba LCC, Inc.
Civil Engineering - Land Surveying

930 Estudillo Street
Martinez, California 94553-1620
(925) 228-4218 Fax (925) 228-4638

March 2010 LCC JOB No. 2006.033.52

Vertical text on the left margin: 2 03/01/2010 11:43:30 AM - 03/01/2010 11:43:30 AM

Exhibit B

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

c/o Marla Stephenson, Superintendent
Albany Unified School District
1051 Monroe Street
Albany, California 94706

WITH A COPY TO:

Harold M. Freiman, Esq.
Lozano Smith
2000 Crow Canyon Place, Suite 200
San Ramon, California 94583

Space Reserved for Recorder's Use Only

GRANT DEED

The undersigned Grantor declares:

IN ACCORDANCE WITH CALIFORNIA REVENUE AND TAXATION CODE SECTION 11922, DOCUMENTARY TRANSFER TAX IS ZERO BASED ON THE FACT THAT THE GRANTEE IS A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA.

THIS DOCUMENT IS BEING RECORDED FOR THE BENEFIT OF THE CITY OF ALBANY AND IS EXEMPT FROM THE PAYMENT OF A RECORDATION FEE PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 6103.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the Albany Unified School District ("School District") grants to the City of Albany all right, title, and interest in and to that certain real property located in the City of Albany ("City"), County of Alameda, State of California, described in Exhibit A attached hereto and incorporated herein ("Property"), which grant has been authorized by the Board of Education of the School District in Resolution No. 2010-11-07 as introduced, passed and adopted by the Board of Education of the School District on October 19, 2010.

Dated October 19, 2010, to be effective on recordation in the real property records of Alameda County, California.

Alameda Unified School District

By:

Ronald Rosenbaum, President
Albany Unified School District Board of Education

State of California)

) ss.

County of Alameda)

On _____ before me, _____, a Notary Public in and for said County and State, personally appeared Ronald Rosenbaum, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____
Notary Public

(NOTARY SEAL)

My Commission Expires _____, 20__

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of October 19, 2010

ITEM: **APPROVE THE TEMPORARY CONSTRUCTION EASEMENT AND AGREEMENT BETWEEN ALBANY UNIFIED SCHOOL DISTRICT AND THE CITY OF ALBANY FOR THE BUCHANAN BICYCLE AND PEDESTRIAN PATH PROJECT**

PREPARED BY: Marla Stephenson, Superintendent 

TYPE OF ITEM: **ACTION**

BACKGROUND INFORMATION:

This contract will grant the City of Albany and its authorized agents, employees and contractors a Temporary Construction Easement for the purpose of installing temporary fencing, storing materials and equipment during construction, constructing graded conforms to landscaping and pavement, and restoring existing improvements immediately adjacent to the bikeway for the Buchanan Bicycle and Pedestrian Path Project.

Attached is the contract itself which includes a certificate of acknowledgement and a plat map to accompany the grant of temporary construction easement and agreement.

FINANCIAL INFORMATION:

N/A

RECOMMENDATION:

Approve the Temporary Construction Easement and Agreement between Albany Unified School District and the City of Albany for the Buchanan Bicycle and Pedestrian Path Project

**Recording Requested By
and When Recorded Mail to:**

City Clerk
City of Albany
1000 San Pablo Avenue
Albany, CA 94706

TEMPORARY CONSTRUCTION EASEMENT AND AGREEMENT

No recording fee pursuant to Government Code §6103

THIS AGREEMENT is made this _____ day of _____, 2010, by and between the **ALBANY UNIFIED SCHOOL DISTRICT**, a Public Corporation, hereinafter referred to as "Grantor", and, the **CITY OF ALBANY**, a municipal corporation, hereinafter referred to as "Grantee".

WHEREAS, Grantor is the owner of the real property situate in the City of Albany, County of Alameda commonly known as APN 066-2692-022-05, and more particularly described in the grant deed from the Regents of the University of California to Albany Unified School district recorded on the 19th day of June, 1974 as Image 3708 Reel 866 Alameda County Records (hereinafter the "Land");

WHEREAS, by separate document Grantor has granted to Grantee a permanent easement to construct, operate and maintain a paved public path (hereafter referred to as the "Bikeway") adjacent to Buchanan Street from the intersection of Jackson Street to the westerly property line of said Land; and

WHEREAS, in order to construct Bikeway, Grantee and its authorized agents, employees and Contractors require a Temporary Construction Easement (hereafter "TCE") upon that portion of Land shown and designated as "TCE AREA" on Exhibit "A", attached, for the purpose of installing temporary fencing, storing materials and equipment during construction, constructing graded conforms to landscaping and pavement, and restoring existing improvements immediately adjacent to the Bikeway.

NOW, THEREFORE,

1. Grantor hereby grants to Grantee TCE for the express purpose of installing temporary fencing, storing materials and equipment during construction, excavating and constructing graded conforms to landscaping and pavement, and restoring existing improvements immediately adjacent to the Bikeway.
2. TERM: The term of TCE shall begin upon commencement of construction within TCE Area and expire upon completion of Bikeway improvements and restoration of TCE Area by Grantee.
3. Grantee shall comply with all applicable laws, ordinances and regulations, including but not limited to all applicable regulatory, environmental and safety requirements at Grantee's sole cost and expense.
4. Grantee shall not use, deposit or permit the use or deposit of any hazardous material or toxic waste or other harmful substances on any real property of the Grantor.
5. Grantee shall not materially interfere with the use by and operation and activities of Grantor on its property, and Grantee shall use such routes and follow such procedures on Grantor's property as result in the least damage and inconvenience to Grantor.
6. Grantee shall be responsible for any damage to Grantor's property or that of third parties resulting from any exercise of the rights herein granted, including but not limited to soil erosion, subsidence or damage resulting therefrom. Grantee shall promptly repair and restore to its original condition any of Grantor's property, including, but not limited to, roads, utilities, irrigation system, buildings and fences that may be altered, damaged or destroyed in connection with the exercise of the TCE.
7. TCE is made on the express condition that Grantor is to be free from all liability by reason of injury or death to persons or injury to property from whatever cause arising out of Grantee's, agents', officers', employees', invitees' (including contractors), or licensees' exercise of rights granted pursuant to TCE or use of the TCE Area or of the improvements or personal property of Grantee thereto or thereon, including any liability for injury or death to the person or property of

Grantee, its contractors, agents, officers, members, employees, invitees, or licensees or to any property under the control or custody of Grantee during the term of TCE. Grantee hereby covenants and agrees to defend and indemnify Grantor, its officers, employees, agents, invitees and guests and save them harmless from any and all liability, loss, costs, or obligations on account of, or arising out of, any such injury or losses caused or claimed to be caused by the exercise of TCE or use of TCE Area by Grantee, however occurring, other than those caused solely by the willful or negligent acts or omissions of Grantor.

- 8. Grantee shall not cause liens of any kind to be placed against the any of the Grantor's real property.
- 9. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing, signed by the party to be charged.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

GRANTOR: ALBANY UNIFIED SCHOOL DISTRICT

By _____

Its _____

GRANTEE: THE CITY OF ALBANY

By _____

Its _____

Attachment: Exhibit A – Plat Map

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

STATE OF CALIFORNIA,)
COUNTY OF _____)

On _____ before me, _____, a notary public in and for said County and State, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s), acted, executed the instrument.

WITNESS my hand and official seal.

(Signature of Notary Public)

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

STATE OF CALIFORNIA,)
COUNTY OF _____)

On _____ before me, _____, a notary public in and for said County and State, personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s), acted, executed the instrument.

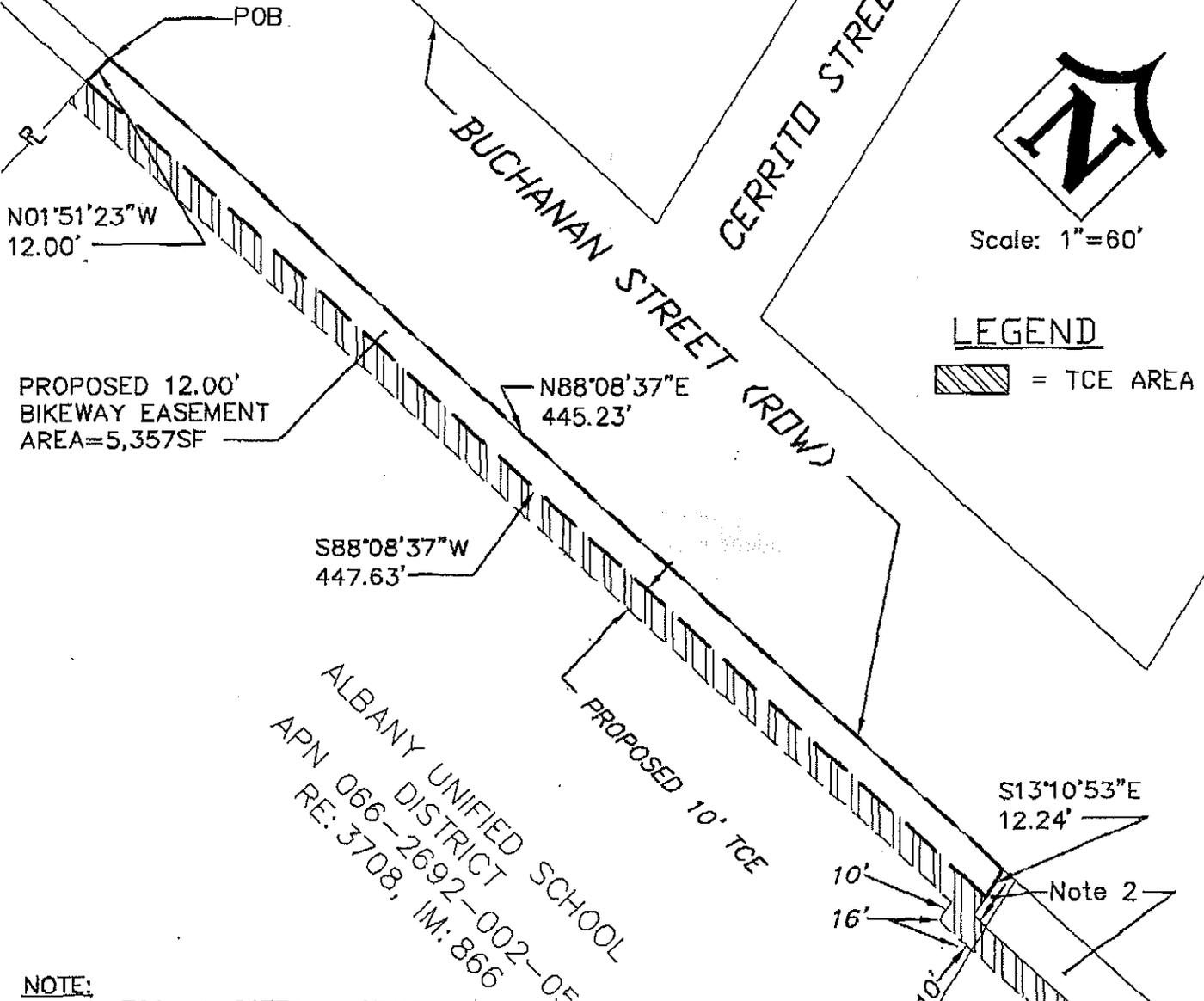
WITNESS my hand and official seal.

(Signature of Notary Public)

EXHIBIT A PLAT MAP

(TO ACCOMPANY GRANT OF TEMPORARY
CONSTRUCTION EASEMENT & AGREEMENT)

ALBANY UNIFIED SCHOOL DISTRICT
APN 066-2692-002-05
RE:3708, IM:866
ALBANY, CA



LEGEND
[Hatched Box] = TCE AREA

Scale: 1"=60'

ALBANY UNIFIED SCHOOL DISTRICT
APN 066-2692-002-05
RE: 3708, IM: 866

NOTE:

1. UNLESS INDICATED EXISTING EASEMENTS ARE NOT SHOWN HEREON.
2. PROPOSED 20' WIDE OFFER OF DEDICATION FOR ROADWAY



8-24-10
DATE



Leptien, Cronin, Cooper, Morris & Poore, Inc.

dba LCC, Inc.
Civil Engineering - Land Surveying
930 Estudillo Street
Martinez, California 94553-1820
(925) 228-4218 Fax (925) 228-4638
LCC JOB No. 2006.033.52

July 2010

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of October 19, 2010

ITEM: **APPROVE RESOLUTION NO. 2010-11-08 IN THE
MATTER OF SUPPORT OF APPLICATIONS FOR
ELIGIBILITY DETERMINATION AND FUNDING
AUTHORIZATION TO SIGN APPLICATIONS AND
ASSOCIATED DOCUMENTS**

PREPARED BY: Marla Stephenson, Superintendent 

TYPE OF ITEM: **ACTION**

BACKGROUND INFORMATION:

This School Board Resolution identifies Marla Stephenson, Superintendent and Laurie Harden, Assistant Superintendent as District authorized signatories and supports the filing of School Facility Program new construction and modernization applications.

FINANCIAL INFORMATION:

No fiscal impact

RECOMMENDATION:

Approve Resolution No. 2010-11-08 in the Matter of Support of Applications for Eligibility Determination and Funding Authorization to Sign Applications and Associated Documents

RESOLUTION NO. 2010-11-08

BOARD OF EDUCATION OF THE ALBANY UNIFIED SCHOOL DISTRICT

RESOLUTION IN THE MATTER OF SUPPORT OF APPLICATIONS FOR ELIGIBILITY DETERMINATION AND FUNDING AUTHORIZATION TO SIGN APPLICATIONS AND ASSOCIATED DOCUMENTS

WHEREAS, the Albany Unified School District intends to file applications for funding under the School Facility Program as provided in Chapter 12.5, Part 10, Division 1, commencing with Section 17070.10, et seq., of the Education Code; and

WHEREAS, a condition of processing the various applications under the School Facility Program is a resolution in support of those applications from the Albany Unified School District Board of Education and signatures of the Albany Unified School District Administration; and

WHEREAS, the Albany Unified School District wishes to submit applications for eligibility determination and funding for programs including, but not limited to, modernization, new construction, (*career technical education, joint use, charter school, and/or overcrowding relief grant*);

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Albany Unified School District Board of Education is in support of necessary applications under the School Facility Program and that the individuals identified below are authorized to sign all documents and papers associated with the applications for funding:

1. Marla Stephenson
2. Laurie Harden

Enacted this 19th day of October, 2010, by the Albany Unified School District Board of Education by the following vote:

Ayes ____

Noes ____

Absent ____

Passed ____

I, Marla Stephenson, Clerk of the Board of Education of Albany Unified School District, hereby certify that the foregoing Resolution was duly introduced, passed and adopted by the Governing Board at a regular meeting thereof held on the 19th day of October 2010, by a vote of _____.

Marla Stephenson, Clerk

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of October 19, 2010

ITEM: CONDUCT 2ND READING AND APPROVE BOARD
POLICY 3312 – CONTRACTS (BUSINESS AND
OPERATIONS)

PREPARED BY: Laurie Harden, Assistant Superintendent – Business Services

TYPE OF ITEM: ACTION

BACKGROUND INFORMATION:

Pursuant to Governing Board Bylaws, staff members shall regularly review Governing Board policies, administrative regulations, and exhibits to compare them against the latest sample materials from California School Boards Association (CSBA). After comparison, appropriate updates and revisions are presented for Governing Board consideration for appropriate action as recommended by staff.

FINANCIAL INFORMATION:

No fiscal impact

RECOMMENDATION: Conduct 2nd reading and approve Board Policy 3312 – Contracts
(Business and Operations)

Business and Noninstructional Operations

BP 3312(a)

CONTRACTS

Whenever state law invests the Board of Education with the power to enter into contracts on behalf of the district, the Board may, by a majority vote, delegate this power to the Superintendent or designee. To be valid or to constitute an enforceable obligation against the district, all contracts must be approved and/or ratified by the Board. (Education Code 17604)

(cf. 3300 - Expenditures and Purchases)
(cf. 3314 - Payment for Goods and Services)
(cf. 3400 - Management of District Assets/Accounts)

All contracts between the district and outside agencies shall conform to standards required by law and shall be prepared under the direction of the Superintendent or designee.

(cf. 2121- Superintendent's Contract)
(cf. 4312.1 - Contracts)
(cf. 9124 - Attorney)

When required by law, contracts and subcontracts made by the district for public works or for goods or services shall contain a nondiscrimination clause prohibiting discrimination by contractors or subcontractors. The nondiscrimination clause shall contain a provision requiring contractors and subcontractors to give written notice of their obligations to labor organizations with which they have a collective bargaining or other agreement. (Government Code 12990)

The Superintendent or designee may enter into contracts on behalf of the district for amounts up to the limits prescribed in Public Contract Code, up to \$15,000, without prior approval from the Board. Contracts will be submitted to the Board for ratification within 60 days. (Education Code 17605)

The Superintendent or designee shall be authorized to approve contracts for professional services, which are exempt from formal bidding, up to an amount not to exceed \$25,000 without prior approval from the Board. (Education Code 17605)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

The district shall not enter into a contract that prohibits a school employee from disparaging the goods or services of the contracting party. (Education Code 35182.5)

Contracts for Electronic Products or Services

The Board shall not enter into a contract for electronic products or services that requires the dissemination of advertising to students, unless the Board: (Education Code 35182.5)

1. Enters into the contract at a noticed, public hearing of the Board.

(cf. 9320 - Meetings and Notices)

BP 3312(b)

CONTRACTS (continued)

2. Makes a finding that the electronic product or service is or would be an integral component of the education of students.

(cf. 0440 - District Technology Plan)

3. Makes a finding that the district cannot afford to provide the electronic product or service unless it contracts to permit dissemination of advertising to students.

(cf. 1325 - Advertising and Promotion)

4. As part of the district's normal, ongoing communication to parents/guardians, provides written notice that the advertising will be used in the classroom or other learning center.

5. Offers parents/guardians the opportunity to request in writing that their child not be exposed to the program that contains the advertising. Any request shall be honored for the school year in which it is submitted, or longer if specified, but may be withdrawn by the parents/guardians at any time.

*Legal Reference:*EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

14505 Provisions required in contracts for audits

17595-17606 Contracts

35182.5 Contract prohibitions

45103.5 Contracts for management consulting service related to food service

49431-49431.5 Nutritional standards

CODE OF CIVIL PROCEDURE

685.010 Rate of interest

GOVERNMENT CODE

12990 Nondiscrimination and compliance employment programs

53260 Contract provision re maximum cash settlement

53262 Ratification of contracts with administrative officers

LABOR CODE

1775 Penalties for violations

1810-1813 Working hours

PUBLIC CONTRACT CODE

4100-4114 Subletting and subcontracting fair practices

7104 Contracts for excavations; discovery of hazardous waste

7106 Noncollusion affidavit

20111 Contracts over \$50,000; contracts for construction; award to lowest responsible bidder

20104.50 Construction Progress Payments

22300 Performance retentions

UNITED STATES CODE, TITLE 20

1681-1688 Title IX, discrimination

CONTRACTS (continued)

Management Resources:

CSBA PUBLICATIONS

Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. 2005

WEB SITES

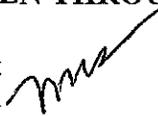
CSBA: <http://www.csba.org>

California Association of School Business Officials: <http://www.casbo.org>

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of October 19, 2010

ITEM: **APPROVE BOARD STUDY SESSION FOR NOVEMBER 16, 2010 FROM 5:00 P.M. TO 6:30 P.M. TO DISCUSS EQUITY FOR GRADES KINDERGARTEN THROUGH 5**

PREPARED BY: Marla Stephenson, Superintendent 

TYPE OF ITEM: **ACTION**

BACKGROUND INFORMATION:

Per the direction of the Governing Board, Albany Unified School District will conduct a Study Session to discuss concerns regarding student equity in grades Kindergarten through 5.

FINANCIAL INFORMATION:

No fiscal impact

RECOMMENDATION:
Approve Board Study Session for November 16, 2010 from 5:00 p.m. to 6:30 p.m. to Discuss Equity for Grades Kindergarten through 5.

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of October 19, 2010

ITEM: 2010-11 STATE BUDGET UPDATE
PREPARED BY: Laurie Harden, Assistant Superintendent – Business Services
TYPE OF ITEM: REVIEW AND DISCUSSION

The State Budget

What are the key provisions of the new State Budget?

- Much improved from the May Revision
- Reverses 3.85% cut and negative cost-of-living adjustment (COLA)
- Approximately \$991,000 for Albany Unified School District
- Restores childcare cuts
 - Preschool Contract: \$668,256
 - After School Contract: \$481,847
- No supplanting with Federal Jobs Bill funding
- Suspension of Proposition 98, which guaranteed a minimum funding level for education

Local Agency Issues

- Multiyear projections
- Flexibility options
- Health benefits – “Obama Care”
- Deferred maintenance and routine restricted maintenance
- Charters/private schools/districts of choice/schools of choice
- Lottery
- One time Federal dollars
- Collective bargaining

Still, there are concerns:

- Will there be midyear cuts?
- Revenue projections fall short
- Loss of Tier III and class-size reduction (CSR) flexibility will cut into the gains
- We are still at the bottom of the ranking in education spending

RECOMMENDATION:
Review and discuss the 2010-11 State Budget Update

Enrollment growth continues to be funded at \$465.44 per ADA. Unfortunately, the final agreement did not provide funding for the first phase of the Behavioral Intervention Plan (BIP) mandate and, in fact, attempts to negate the mandate through budget trailer bill language that says that BIP services are already required under existing federal law. This provision is likely to face a legal challenge.

The final agreement provides authorization and funding for the estimated \$70 million Special Disability Adjustment (SDA) through 2011-12 and sunsets the authorization on July 1, 2011. School agencies also received a reprieve from efforts to shift county mental health mandates to school agencies (AB 3632). The agreement provides funding to county mental health for prior-year mandates but nothing in the budget year, leaving the future of the mandate up in the air. Finally, special education continues to be excluded from the flexibility provisions that allow school agencies to spend categorical program funding for other purposes.

School Facilities

The Office of Public School Construction (OPSC) reports that, as of August 25, 2010, about \$4.9 billion from Propositions 1D, 55, and 47 remains available for apportionment, as noted on the following chart:

Type of Project	Funding Available (in millions)
New Construction	\$1,418
Modernization	\$2,388
Career-Technical Education	\$94
High Performance Schools	\$81
Overcrowding Relief	\$698
Charter Schools	\$235
Joint Use Facilities	\$2
Hardship	\$17

DEFERRED MAINTENANCE – The Deferred Maintenance Program matching requirements of one-half of 1% of district expenditures are not required for 2008-09 through 2012-13.

ROUTINE RESTRICTED MAINTENANCE ACCOUNT – The flexibility provision continues, which allows districts to reduce required contributions into routine restricted maintenance accounts from 3% of General Fund expenditures to 1% in 2008-09 through 2012-13. School districts that maintain their facilities in good repair are exempt from the 1% requirement.

LEGISLATION AFFECTING SCHOOL FACILITIES – AB 211 (Chapter 430/2010) requires all newly constructed classrooms funded under the Leroy F. Greene School Facilities Act to be equipped with Title 24-compliant locks that will enable the classrooms to be locked from the inside. This bill impacts any new construction project submitted to the Division of the State Architect on or after July 1, 2011.

AB 635 (Chapter 438/2010) requires an architect, engineer, or roofing consultant to disclose financial relationships with persons in connection with a K-12 or community college roofing project, and to complete and sign a certification stating they will not receive or give financial incentives in connection with the roofing project contract. The bill also imposes a \$1,000 civil penalty for a false certification.

AB 2048 (Chapter 541/2010) closes a loophole relating to the collection of school impact fees on commercial development projects. The bill clarifies that nongovernmental commercial health facilities are subject to school impact fees by prohibiting the Office of Statewide Health Planning and Development from issuing permits until school districts certify that fees have been paid.

Lottery Funds

Lottery funds are seemingly immune to the economic environment. Lottery sales increased in 2009-10, which is continuing into the 2010-11 fiscal year. The projected revenues for schools increased from \$1.088 billion to \$1.103 billion. The increase to school agencies will result in a projected amount of \$130 per 2009-10 annual ADA. Under the revised projection, the allocation is \$112.50 per annual ADA unrestricted and \$17.50 per annual ADA for Proposition 20 restricted funding.

Dartboard Factors

The SSC Financial Projection Dartboard factors presented below are developed by SSC with input from independent state agencies and private economic consulting firms, based on the latest information available. These factors are provided to assist school agencies with preparing their upcoming budgets and multiyear projections.

Factor	'09-'10	'10-'11	'11-'12	'12-'13
Statutory COLA	4.25%	-0.39%	1.70%	1.90%
Total Deficit Factor	-18.355%	-17.963%	-17.963%	-17.963%
10-Year Treasuries	3.50%	2.80%	3.40%	3.70%
California CPI	0.70%	1.20%	1.80%	2.10%
Other Revenue Limit Adjustment	-252.99 per ADA	N/A	N/A	N/A

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1121 L Street, Suite 1060 • Sacramento, CA 95814
(916) 446-7517—Fax (916) 446-2011—E-mail: ssc@sscal.com

POCKET BUDGET '10-'11

A Summary Analysis of the 2010-11 State Budget for California's Schools

Prepared by



October 2010

SCHOOL SERVICES OF CALIFORNIA, INC.

State Budget

The enactment of California's 2010 State Budget has the distinction of being the latest in the state's history. Almost 100 days late, it surpassed the previous 85-day record set in 2008.

Similar to past years, the final Budget includes rosier state and federal revenue projections, the sale of state properties, additional borrowing, and suspension of the Proposition 98 minimum guarantee to close the \$19 billion shortfall.

The major surprise in the final agreement was the restoration of virtually all of the proposed school funding cuts proposed in the May Revision. The enacted Budget includes a restoration of the \$1.5 billion cut to revenue limits, rescission of cuts to child care programs, recognition of an outstanding Maintenance Factor, and even some funding for prior-year mandates. The trade off for this welcome news was the suspension of Proposition 98, an additional \$1.7 billion apportionment deferral to schools, and uncertainty over whether the agreement can be sustained in this and future years. In addition, the final package includes a two-year delay of a corporate tax break that had been set to take effect in 2011 and an agreement to place another "rainy day fund" proposition on the 2012 ballot.

Proposition 98

Proposition 98 is designed to establish the minimum funding level for K-14 education from one year to the next. Since the onset of the recession in December 2007, state revenues have fallen dramatically and the Proposition 98 guarantee has been driven downward. For 2010-11, the Governor's May Revision proposed a Proposition 98 guarantee of \$48.4 billion, a reduction of \$1.5 billion from the 2009-10 guarantee. The final Budget for 2010-11 instead suspends Proposition 98 to \$49.7 billion, a reduction of \$4.3 billion from the constitutional minimum funding level. Actual K-14 spending, however, will be closer to \$52.5 billion, in large

part because of a new apportionment deferral totaling \$1.9 billion (K-14 total) and other resources that do not count as a Proposition 98 expenditure.

MAINTENANCE FACTOR – The 2010-11 Budget Act recognizes an outstanding Maintenance Factor obligation (money the state owes schools) of \$9.5 billion at the end of the current fiscal year, reflecting the additional \$4.3 billion current-year suspension and an estimated \$6 billion paid toward the Maintenance Factor in 2009-10 and 2010-11.

Unrestricted Funding

REVENUE LIMIT REDUCTION – The \$1.5 billion reduction to revenue limits, originally targeted at district administration in the January Governor's Budget but amended at the May Revision, is eliminated in the final Budget. The Department of Finance had estimated that the \$1.5 billion cut would have resulted in a revenue limit reduction of about 3.85% for all districts.

COST-OF-LIVING ADJUSTMENT (COLA) – The final Budget acknowledges the statutory COLA of -0.39% (approximately -\$24/ADA for elementary districts, -\$29/ADA for high school districts, and -\$25/ADA for unified districts), but the reduction to revenue limits is neutralized through a change in the deficit factor instead of a cut.

DEFICIT FACTORS – The deficit factor is reduced from 18.355% proposed in the May Revision to 17.963%, which eliminates the effects of the negative statutory COLA of -0.39%.

APPORTIONMENT DEFERRALS – The final Budget increases the apportionment deferral by \$1.7 billion for K-12 education and \$189 million for community colleges. For K-12 education, this results in total deferrals of approximately \$7 billion.

MANDATES – The final Budget provides \$300 million for mandate reimbursements, with \$100 million allocated to 2010-11 claims and \$200 million designated for prior-year claims to be paid to all districts on the basis of an equal amount

per ADA. In addition, the Budget eliminates the state's obligation to pay for the Behavioral Intervention Mandate and the Science Graduation Mandate, an action which will likely be challenged in the courts.

CHILD CARE REDUCTIONS – The Governor's proposal to eliminate the CalWORKs program and delete the associated funding for child care is rejected in the final Budget. Approximately \$1.2 billion was added to fund the child care program in 2010-11.

Federal Funding Update

There are two sources of one-time federal funds in 2010-11 – Education Jobs Act funding (new) and the final 10% of State Fiscal Stabilization Funds (SFSF) due to LEAs. SFSF may be used to support a broad range of operational needs by LEAs. Education Jobs Act funding may only be used to support compensation expenses for school-level operations, which include, but are not limited to, site-level school administrators, teachers, counselors, librarians, custodians, and others involved with site-level services.

Categorical Programs

There are no major changes to state categorical programs for 2010-11 compared to 2009-10. The Budget leaves unaddressed the future of flexibility options introduced in recent years. The following table provides an overview of the various options and their timeline for continuation.

The cuts to child care programs proposed by the Governor as part of the May Revision are not included in the Budget. There are some adjustments in the level and type of funding provided that allow for the continuation of the level of services, but reimbursement rates for unlicensed child care providers will be reduced.

Expires	Description of Flexibility
June 30, 2010	Use of certain restricted account balances as of June 30, 2008, for any educational purpose (ending balance "sweeps")
January 1, 2012	Sale of surplus property to benefit General Fund (with significant requirements)
June 30, 2012	Minimum reserve requirement is one-third of statutory requirement in 2009-10, progress is shown in 2010-11, and full statutory requirement is restored in 2011-12
	Reduced penalties for K-3 class-size reduction (for up to the number of classes applied for as of January 31, 2009)
	Standards-aligned instructional materials sufficiency (<i>Williams</i> compliance)
	Base year of 2007-08 for ADA-funded flexible programs (adult education, regional occupational programs, etc.)
	Routine restricted maintenance set-aside reduced to zero (except that necessary for <i>Williams</i> compliance)
June 30, 2013	Deferred maintenance hardship funding suspended
	Suspension of deferred maintenance local match requirement
	Flexibility of Tier III categorical programs; funding level based on 2008-09 (with public hearing requirement)
	Reduction of school year by up to five days and/or equivalent in instructional minutes (effective starting 2009-10)
	Suspension of instructional materials adoption requirement

Special Education

Special education is also the beneficiary of the agreement to "reverse" the negative (-.38%) COLA, which will restore over \$12.9 million.

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of October 19, 2010

ITEM: EDUCATION JOBS FUNDS – INITIAL SITE PRIORITY LIST

PREPARED BY: Laurie Harden, Assistant Superintendent – Business Services

TYPE OF ITEM: REVIEW AND DISCUSSION

BACKGROUND INFORMATION:

The Education Jobs and Medicaid Assistance Act of 2010 (PL111-226) is federal legislation that provides one-time funding to school districts nationwide to retain, restore, add or otherwise compensate school personnel

From the California Department of Education's website:

Use of Funds

LEAs may use Ed Jobs funds to compensate employees for any period after August 10, 2010, the date of enactment of the Act. Funds must be expended by September 2012.

LEAs must use the funds at the school site level for compensation and benefits and other expenses, such as support services, necessary to retain existing employees; to recall or rehire former employees; and, to hire new employees in order to provide early childhood, elementary, or secondary educational and related services. This includes salaries, performance bonuses, health insurance, retirement benefits, incentive for early retirement, pension fund contributions, tuition reimbursement, student loan repayment assistance, transportation subsidies, and reimbursement for child care expenses. Funds may be used to restore reductions in salaries and benefits or to implement increases. They also may be used to eliminate furlough days.

In addition to teachers, employees supported with Ed Jobs funds may include, among others, principals, assistant principals, academic coaches, in-service teacher trainers, classroom aides, counselors, librarians, secretaries, social workers, psychologists, interpreters, physical therapists, speech therapists, occupational therapists, information technology personnel, nurses, athletic coaches, security officers, custodians, maintenance workers, bus drivers, and cafeteria workers.

Funds may not be used for: (1) administrative expenditures related to the operation of the superintendent's office or the LEA's board of education, including the salaries and benefits of LEA-level administrative employees; and (2) expenditures for fiscal services, LEA program planners and researchers, and human resource services.

FINANCIAL INFORMATION:

Each school district's portion of the \$1.2 billion total will be based on their proportionate share of the total state revenue limit funding. The California Department of Education released preliminary allocations based on 2009-10 revenue limits. The final allocation will be made based on the 2010-11 revenue limit information, to be certified in June 2011.

Albany Unified School District's allocation is estimated to be **\$713,323**. The district should receive a preliminary allocation equal to 90 percent, **\$641,991**, within the next few months.

Until a State budget is adopted, it is unknown how these funds will impact overall revenue and whether State revenue will be reduced accordingly.

RECOMMENDATION:
Review and discuss Education Jobs Funds – Initial Site Priority List

Initial Site Priority List for Using Federal ARRA Stimulus Dollars

This list was created in August 2010 before the Education Jobs Funding was authorized. Site administration and staff will make additional recommendations that reflect the Education Jobs Funds regulations. Albany Children's Center will submit a prioritized list to be included at a future Board meeting.

Ocean View

1. Library technician
2. EL teacher
3. Reading intervention specialist
4. Kindergarten full day program
5. Class size reduction to 25-1 for all students K-5.
6. Site tech support for lesson development with teachers for the use of LCD's, and expand the use of our computer lab
7. Support a Writers Coaches Project for additional writing instruction for students in 4-5th grades
8. K-5 Counselor
9. Assistant Principal
10. Professional Development
11. Classroom Aides,

Marin

1. Teacher to reduce the student to teacher ratio (25 - 1)
2. Administrative Assistant
3. Assistant Principal
4. Professional
5. Classroom para-professionals

Cornell

1. Reduce teacher to student ratio to 25 to 1 at the 4th and 5th grades
2. Assistant Principal
3. Professional Development
4. Office Clerk

Albany Middle School

1. 6th grade counselor
2. I-Book mobile labs to support UC Berkeley Project
3. Replace computers over 5 yrs old
4. LCD projectors/screens in each classroom w/ lap top computer
5. New lap tops for staff
6. Site tech support
7. Secretary (that was eliminated)
8. Increase Noontime activities
9. Increase Sports funding
10. School repainted - especially off the courtyard
11. Blacktop renumbered for PE
12. Library books

MacGregor High School

1. Add a science lab.
2. .6 FTE to develop a college prep Independent Study program.

Albany High School

1. .8 Library Tech Aide
2. .2 Vice-Principal's Secretary II
3. 4.4 FTE teacher to provide additional flexibility in course offerings
4. Increase Athletic Budget
5. ELD Coordinator
6. .2 FTE Renewal program coordinator

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of October 19, 2010

ITEM: **BOARD STUDY SESSION ON EQUITY FOR GRADES
KINDERGARTEN THROUGH 5 – PROCESS AND
GOALS**

PREPARED BY: Marla Stephenson, Superintendent 

TYPE OF ITEM: **REVIEW AND DISCUSSION**

BACKGROUND INFORMATION:

The Superintendent requests that the Governing Board discuss the parameters and process that they would like to use in the upcoming Board Study Session on student equity in kindergarten through grade 5. Using the following Board Policies that reference ‘equity’ and “equal educational opportunities”, the Superintendent recommends that **during the study session of November 16, 2010**, Board members, staff and parents give input on a working definition of equity as it applies to an Albany student’s educational experience.

BP 3290

The Board of Education may accept any bequest or gift of money or property on behalf of the district. While greatly appreciating suitable donations, the Board discourages any gifts which may directly or indirectly impair its commitment to providing equal educational opportunities for all district students.

BP 5000 Students

The Board is fully committed to providing equal educational opportunities

The Superintendent suggests that the Governing Board may wish to consider the following concepts as the process for the study session is developed:

1. Equity of *resources* (supports, finances, taxes)
2. Equity in *process* (the school experience, program, content, access)
3. Equity of *outcomes* (learning achieved, impacts on later life)

The Superintendent recommends that disparities of equity be outlined and quantified **during the study session of November 16, 2010**. Staff will provide data on ethnicity, English language learners, poverty rate and academic performance. Staff will also provide data on distinct funding, site donations and any other data requested by the Governing Board.

RECOMMENDATION:

Discuss Board Study Session on Equity for Grades Kindergarten through 5 – Process and Goals

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