

TO: Board of Education

FROM: Constance Hubbard, Superintendent
Randall Booker, Assistant Superintendent, Educational Services

SUBJECT: Approve Contract with Quattrocchi Kwok Architects for design development services for the Alan Harvey Theater Building.

I. **SUPPORT INFORMATION**

On May 23, 2012, the PUSD Board of Education approved the allocation of \$100,000 of Modernization Funds for conceptual design and planning of a range of safety and accessibility improvements for the Alan Harvey Theater (AHT).

On August 29, 2012, the Alan Harvey Theater Planning Group participated in interviews of the three finalists for conceptual design of improvements to AHT. The primary criteria for selecting the finalists were: theatre experience, specifically smaller-budget theatres; DSA experience; lease/leaseback experience; seismic and ADA experience; composition and stability of the design team; and fees. The District requested each of the three finalists to prepare its own sketch and rough conceptual design to present at the interview.

Quattrocchi Kwok Architects (QKA) was the architectural firm selected to provide the design development service for the Alan Harvey Theater Building.

A contract was developed to include milestones for the schematic design study, including architectural, structural, mechanical, electrical, civil, and landscape specifications. QKA will also provide a revised construction cost budget associated with schematic design study.

The Board of Education has only approved conceptual design and planning for the Alan Harvey Theater improvements. A preliminary construction budget of \$5M was established to provide QKA with a target that addresses improved structural, accessibility, and theatrical design elements of the building. While no construction budget has been approved by the Board of Education, this amount provides reasonable expectation on the part of QKA and the District as to the scope and target of the overall project as conceptual designs are created. The Alan Harvey Theater was originally included as part of the Seismic Safety Bond Program but was deferred when engineers were able to confirm that structurally it met the "life safety" seismic requirements. Issues of much needed accessibility and non-seismic structural and design issues remained. The cap of \$5M for the project was determined based on the recommendation of Vila Construction as a reasonable amount to address these issues. Similar to the other projects in the Seismic Safety Bond Program, the scope of the project remained contained to

that which was critical to address in priority: structural seismic safety, accessibility, and non-structural seismic issues.

At the conclusion of the conceptual design stage, QKA will deliver a design schematic (mid-February) that separately identifies costs associated with structural, accessibility, and theatrical design improvements. This will allow the Board of Education and the public a clear understanding of the type of improvements associated with a target of \$5M. As with previous projects, the Steering Committee will make recommendations to the Board as to the scope and budget to be assigned to this project from the Modernization Funds received from the State. The Board will consider all projects that have been identified (e.g., roofs, replacement of HVAC units, technology infrastructure needs, playground improvements and school gardens) in addition to the option of reducing overall bond indebtedness.

Once the Board of Education receives the schematics and revised construction budget, it can determine the feasibility in relation to cost and other projects under consideration.

II. **RECOMMENDATION: ACTION**

Approve contract with Quattrocchi Kwok Architects for design development services for the Alan Harvey Theater Building.

AGREEMENT FOR ARCHITECTURAL SERVICES

PIEDMONT UNIFIED SCHOOL DISTRICT

WITH

QUATTROCCHI KWOK ARCHITECTS

FOR

**ARCHITECTURAL SERVICES FOR THE RENOVATION AND
ADDITION TO THE ALAN HARVEY THEATER BUILDING**

NOVEMBER __, 2012

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AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for Architectural Services is made as of September ___, between the Piedmont Unified School District, a California public school district, ("District") and Quattrocchi Kwok Architects ("Architect") (collectively "Parties"), for the following project ("Project"):

Provide design development services for the renovation and addition to the Alan Harvey Theater building.

For and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

Article 1. Definitions

- 1.1. In addition to the definitions above, the following definitions of words or phrases shall apply when used in this Agreement, including all Exhibits:
 - 1.1.1. **Agreement:** The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.
 - 1.1.2. **Architect:** The Architect identified in the first paragraph of this Agreement, including all Consultants to the Architect.
 - 1.1.3. **As-Built Drawings ("As-Builts"):** Any document prepared and submitted by District contractor(s) that details on a Conforming Set, the actual construction performed during the Project, including changes necessitated by change orders
 - 1.1.4. **Bid Set:** The plans, drawings, and specifications at the end of the Construction Documents Phase that the Division of the State Architect ("DSA") has approved and that the District can use to go out to bid for construction of the Project.
 - 1.1.5. **Conforming Set:** The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase. The Architect shall ensure that DSA has approved all revisions to the Bid Set that are incorporated onto the Conforming Set and for which DSA approval is required.
 - 1.1.6. **Construction Budget:** The total amount of funds indicated by the District for the entire Project plus all other costs, including design, construction, administration, and financing.
 - 1.1.7. **Construction Cost Budget:** The total cost to District of all elements of the Project designed or specified by the Architect, as adjusted at the end of each design phase in accordance with this Agreement. The Construction Cost Budget does not include the compensation of the Architect and the Architect's Consultants, the cost of land, rights-of-way, financing or other

costs which are the responsibility of the District, including construction management.

- 1.1.8. **Consultant(s)**: Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to the Architect.
- 1.1.9. **District**: The Piedmont Unified School District.
- 1.1.10. **DSA**: The Division of the State Architect.
- 1.1.11. **Record Drawings**: A final set of drawings prepared by the Architect that incorporates all changes from all As-Builts, sketches, details, and clarifications.
- 1.1.12. **Service(s)**: All labor, materials, supervision, services, tasks, and work that the Architect is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.
- 1.1.13. **Visually Verify**: To verify to the fullest extent possible by physical inspection and reasonable investigation and without any destructive action.

Article 2. Scope, Responsibilities, and Services of Architect

- 2.1. Architect shall render the Services described in **Exhibit "A,"** commencing with receipt of a written Notice to Proceed signed by the District representative. Architect's Services will be completed in accordance with the schedule attached as **Exhibit "C."**
- 2.2. Architect shall provide Services that shall comply with professional architectural standards, including the standard of care applicable to architects designing public school facilities and applicable requirements of federal, state, and local law, including, but not limited to, the requirements of the California Business and Professions Code, the California Education Code, and the California Code of Regulations. All persons providing professional services hereunder shall be properly licensed as required by California law.
- 2.3. The District intends to award the Project to contractor(s) pursuant to a competitive bid process and a construction manager and/or contractor(s) may provide input to the Architect on the constructability and design features of the Project. District reserves its right to use alternative delivery methods and the Architect's scope of work may be adjusted accordingly.
- 2.4. Architect acknowledges that all California public school districts are obligated to develop and implement the following storm water requirements, and Architect shall provide the design for the same, without limitation:
 - 2.4.1. A municipal Separate Storm Sewer System ("MS4"). An MS4 is a system of conveyances used to collect and/or convey storm water, including, without limitation, catch basins, curbs, gutters, ditches, man-made channels, and storm drains.

- 2.4.2. A Storm Water Pollution Prevention Plan ("SWPPP") that contains specific best management practices ("BMPs") and establishes numeric effluent limitations at:
 - 2.4.2.1. Sites where the District engages in maintenance (e.g., fueling, cleaning, repairing) of transportation activities.
 - 2.4.2.2. Construction sites where:
 - 2.4.2.2.1. one (1) or more acres of soil will be disturbed, or
 - 2.4.2.2.2. the project is part of a larger common plan of development that disturbs one (1) or more acres of soil.
- 2.4.3. Architect shall conform its design work to the District's storm water requirements indicated above, that are approved by the District and applicable to the Project, at no additional cost to the District. In addition, as required Architect shall develop a grading and drainage plan and a site plan from architectural information showing a final development of the site. This drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The Services described in this subparagraph shall be provided by a professional civil engineer who contracts with or is an employee of the Architect.
- 2.5. Architect shall contract for or employ at Architect's expense, Consultant(s) to the extent deemed necessary for completion of the Project including, but not limited to, architects, mechanical, electrical, structural and civil engineers, landscapers, and interior designers, licensed as such by the State of California as part of the basic Services under this Agreement. The names of Consultant(s) shall be submitted to the District for approval prior to commencement of Services, as indicated below. The District reserves the right to reject Architect's use of any particular Consultant. Nothing in the foregoing procedure shall create any contractual relationship between the District and any Consultant employed by the Architect under terms of the Agreement. Architect shall require each of the Consultants retained by it to execute agreements with standard of care and indemnity provisions commensurate with this Agreement, but Architect shall remain solely responsible and liable to District for all matters covered by this Agreement.
- 2.6. Architect shall coordinate with District personnel or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project. This shall include, without limitation, coordination with the persons responsible for operation of the District's labor compliance program, or with State labor compliance, if any. If the Architect employs Consultant(s), the Architect shall ensure that its contract(s) with its

Consultant(s) include language notifying the Consultant(s) of the District's labor compliance program, if any.

- 2.7. Architect shall identify the regulatory agencies that have jurisdiction over essential building and design elements and coordinate with and implement the requirements of the regulatory agencies, including, without limitation, the California Department of Education, the Office of Public School Construction, the Department of General Services, DSA, including DSA Fire/Life Safety, DSA Access Compliance Section, DSA Structural Safety Section, the State Fire Marshal and any regulatory office or agency that has authority for review and supervision of school district construction projects.
- 2.8. Architect shall provide Services required to obtain any local, state and/or federal agencies' approval for on-site and off-site work related to the Project including review by regulatory agencies having jurisdiction over the Project.
- 2.9. Architect shall coordinate with the District's DSA project inspector(s) ("Project Inspector(s)").
- 2.10. Architect shall give efficient supervision to Services, using its best skill and attention. Architect shall carefully study and compare all contract documents, drawings, specifications, and other instructions ("Contract Documents") and shall at once report to District, Construction Manager, and Contractor, any error, inconsistency, or omission that Architect or its employees may discover, in writing, with a copy to District's Project Inspector(s). Architect shall have responsibility for discovery of errors, inconsistencies, or omissions.
- 2.11. Architect recognizes that the District may obtain the services of a Construction Manager and that Architect may have to assume certain coordination and management responsibilities, including tracking Requests for Information ("RFI"), providing RFI responses, and leading all coordination meetings between the District, Project Inspectors, and contractors on the Project. The District reserves the right to retain the services of a Program Manager or Construction Manager or both at any time. The Construction Manager, if any, shall be authorized to give Architect Services authorizations and issue written approvals and notices to proceed on behalf of District. The District reserves the right to designate a different Construction Manager at any time. Any task, including, but not limited to, reviews or approvals that the District may perform pursuant to this Agreement may be performed by the Construction Manager, unless that task indicates it shall be performed by the governing board of the District. In addition, the District may have the Program Manager or Construction Manager perform a constructability review of Architect's design documents. Architect shall conform any design documents to the constructability review as part of the Services under this Agreement and shall not be entitled to any compensation as Extra Services for this activity.
- 2.12. Architect shall provide computer-generated pictures downloaded to computer files, updated as requested by the District, that the District may use on its website.

- 2.13. As part of the basic Services pursuant to this Agreement, Architect is not responsible for:
 - 2.13.1. Ground contamination or hazardous material analysis.
 - 2.13.2. Any asbestos and/or lead testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.
 - 2.13.3. Compliance with the California Environmental Quality Act ("CEQA"), except that Architect agrees to coordinate its work with that of any CEQA consultants retained by the District, to provide current elevations and schematic drawings for use in CEQA compliance documents, and to incorporate any mitigation measures adopted by the District into the Project design at no additional cost to the District.
 - 2.13.4. Historical significance report.
 - 2.13.5. Soils investigation.
 - 2.13.6. Geotechnical hazard report, except as indicated in **Exhibit "A."**

Article 3. Architect Staff

- 3.1. The Architect has been selected to perform the Services herein because of the skills and expertise of key individuals.
- 3.2. The Architect agrees that the following key people in Architect's firm shall be associated with the Project in the following capacities *[All blanks below must be filled in by Architect and approved by District]*:

Principal In Charge: Mark Quattrocchi_____

Project Director: Debra McGuire_____

Project Architect(s): Dana Henderson_____

Project Architect(s): _____

Other: _____: _____

_____: _____

Major Consultants:

Electrical: _____

Mechanical: _____

Structural: ZFA Structural Engineers_____

Civil: _____

Other: Theatrical – The Shalleck Collaborative_____

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- 3.3. Architect shall not change any of the key personnel listed above without prior written approval by the District, unless said personnel cease to be employed by Architect. In either case, the District shall be allowed to interview and approve replacement personnel.
 - 3.4. If any designated lead or key person fails to perform to the satisfaction of the District, then upon written notice Architect shall have five (5) days to remove that person from the Project and replace that person with one acceptable to the District. All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions stated in this paragraph.
 - 3.5. Architect represents that Architect has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Services required under this Agreement and that no person having any such interest shall be employed by Architect.
 - 3.6. Architect shall comply with Education Code section 17302(a) and agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

Article 4. Schedule of Services

Architect shall commence Services under this Agreement upon receipt of a notice to proceed and shall prosecute the Services diligently as described in **Exhibit "A,"** so as to proceed with and complete the Services in compliance with the schedule in **Exhibit "C."** Time is of the essence and failure of Architect to perform Services on time as specified in this Agreement is a material breach of this Agreement. It shall not be a material breach if a delay is beyond the Architect's or its Consultant(s)' reasonable control.

Article 5. Construction Cost Budget

- 5.1. Architect hereby accepts the District's established Construction Cost Budget. Project scope will be determined with District during Schematic Design phase. In accordance with **Exhibit "A,"** the Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget for the District at the beginning of the Project and at the completion of each design phase. The District and Construction Manager shall also have responsibility to develop, review, and reconcile the Construction Cost Budget with the Architect.
- 5.2. Architect shall complete all Services as described in **Exhibit "A,"** including all plans, designs, drawings, specifications and other Contract Documents, so that the cost to construct the work designed by the Architect will not exceed the Construction Cost Budget, as adjusted subsequently with the District's written approval. Architect shall maintain cost controls throughout the Project to deliver the Project within the Construction Cost Budget.

- 5.3. If any of the following events occur:
 - 5.3.1. The lowest responsive base bid received is in excess of ten percent (10%) of the Construction Cost Budget; or
 - 5.3.2. If the combined total of base bid and all additive alternates come in ten percent (10%) or more under the Construction Cost Budget; or
 - 5.3.3. If the Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in the county in which the District is located, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy, then the District, in its sole discretion, has one or a combination of the following alternatives:
 - 5.3.2.1. Give Architect written approval on an agreed adjustment to the Construction Cost Budget.
 - 5.3.2.2. Authorize Architect to re-negotiate, when appropriate, and/or re-bid the Project within three (3) months time of receipt of bids (exclusive of District and other agencies' review time) at no additional cost to the District.
 - 5.3.2.3. Terminate this Agreement if the Project is abandoned by the District, without further obligation by either party.
 - 5.3.2.4. Within three (3) months time of receipt of bids, instruct Architect to revise the drawings and specifications (in scope and quality as approved by the District) to bring the Project within the Construction Cost Budget for re-bidding at no additional cost to the District.

Article 6. Fee and Method of Payment

- 6.1. The District shall pay Architect for all Services contracted for under this Agreement an amount equal to the following ("Fee"):

Schematic Design Fee	\$100,000.00
Reimbursable Expenses	\$ 1,500.00
- 6.2. The District shall pay Architect the Fee pursuant to the provisions of **Exhibit "D."**
- 6.3. Architect shall bill its work under this Agreement in accordance with **Exhibit "D."**
- 6.4. No increase in Fee will be due from change orders generated during the construction period to the extent caused by Architect's error or omission.

- 6.5. The Architect's Fee set forth in this Agreement shall be full compensation for all of Architect's Services incurred in the performance hereof as indicated in **Exhibit "D."**
- 6.6. Regardless of the structure of Architect's Fee, the Architect's Fee may be adjusted downward if the Scope of Services of this Agreement is reduced by the District in accordance with this Agreement.

Article 7. Payment for Extra Services or Changes

District-authorized services outside of the scope in **Exhibit "A"** or District-authorized reimbursables not included in Architect's Fee are "Extra Services." Any charges for Extra Services shall be paid by the District as described in **Exhibit "B"** only upon certification that the claimed Extra Service was authorized as indicated herein and that the Extra Services have been satisfactorily completed. If any service is done by Architect without prior written authorization by the Construction Manager or the District's authorized representative, the District will not be obligated to pay for such service. The foregoing provision notwithstanding, Architect will be paid by the District as described in **Exhibit "B"** for Extra Services that the Construction Manager or the District's authorized representative verbally requests, provided that Architect confirms such request in writing pursuant to the notice requirements of this Agreement, and proceeds with such Extra Services not earlier than two business days after the District receives confirmation of the request from the Architect.

Article 8. Ownership of Data

- 8.1. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for the District to use, at its discretion, all plans including, but not limited to, record drawings, specifications, estimates and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.
- 8.2. Architect retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Architect or its Consultants prepare or cause to be prepared pursuant to this Agreement.
- 8.3. Architect shall perform the Services and prepare all documents under this Agreement with the assistance of Computer Aided Design Drafting Technology (CADD) (e.g., AutoCAD). Architect shall deliver to District, on request, the tape and/or compact disc format and the name of the supplier of the software/hardware necessary to use the design file. As to any drawings that Architect provides in a CADD file format, the District acknowledges that anomalies and errors may be introduced into data when it is transferred or used in a computer environment, and that the District should rely on hard copies of all documents.
- 8.4. In order to document exactly what CADD information was given to the District, Architect and District shall each sign a "hard" copy of reproducible documents that depict the information at the time

Architect produces the CADD information. The District agrees to release Architect from all liability, damages, and/or claims that arise due to any changes made to this information by anyone other than Architect or its Consultant(s) subsequent to it being given to the District.

- 8.5. Following the termination of this Agreement, for any reason whatsoever, Architect shall promptly deliver to the District upon written request and at no cost to the District the following items (hereinafter "Instruments of Service"), which the District shall have the right to utilize in any way permitted by statute:
 - 8.5.1. One set of the Contract Documents, including the bidding requirements, specifications, and all existing cost estimates for the Project, in hard copy, reproducible format.
 - 8.5.2. One set of fixed image CADD files in DXF format of the drawings that are part of the Contract Documents.
 - 8.5.3. One set of non-fixed image CADD drawing files in DXF or DWG or both formats of the site plan, floor plans (architectural, plumbing, structural, mechanical and electrical), roof plan, sections and exterior elevations of the Project.
 - 8.5.4. All finished or unfinished documents, studies, reports, calculations, drawings, maps, models, photographs, technology data and reports prepared by the Architect under this Agreement.
 - 8.5.5. The obligation of Section 8.5 of this Agreement shall survive the termination of this Agreement for any reason whatsoever.
- 8.6. In the event the District changes or uses any fully or partially completed documents without Architect's knowledge or participation or both, the District agrees to release Architect of responsibility for such changes, and shall hold Architect harmless from and against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that change or use, unless Architect is found to be liable in a forum of competent jurisdiction. In the event that the District uses any fully or partially completed documents without the Architect's full involvement, the District shall remove all title blocks and other information that might identify Architect and its Consultants.

Article 9. Termination of Contract

- 9.1. If Architect fails to perform Architect's duties to the satisfaction of the District, or if Architect fails to fulfill in a timely and professional manner Architect's material obligations under this Agreement, or if Architect shall violate any of the material terms or provisions of this Agreement, the District shall have the right to terminate this Agreement, in whole or in part, effective immediately upon the District giving written notice thereof to the Architect. In the event of a termination pursuant to this subdivision, Architect may invoice the District for all Services

performed until the notice of termination, but the District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of Architect's actions, errors, or omissions that caused the District to terminate the Agreement.

- 9.2. District shall have the right in its sole discretion to terminate the Agreement for its own convenience. In the event of a termination for convenience, Architect may invoice District and District shall pay all undisputed invoice(s) for Services performed until the District's notice of termination.
- 9.3. Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.
- 9.4. Architect has the right to terminate this Agreement if the District does not fulfill its material obligations under this Agreement. Such termination shall be effective after receipt of written notice from Architect to the District. Architect may invoice the District and the District shall pay all undisputed invoice(s) for Services performed until Architect's notice of termination.
- 9.5. If, at any time in the progress of the Design of the Project, the governing board of the District determines that the Project should be terminated, Architect, upon written notice from the District of such termination, shall immediately cease Services on the Project. The District shall pay Architect only the fee associated with the Services provided since the last invoice that has been paid and up to the notice of termination.
- 9.6. If the District suspends the Project for more than one hundred twenty (120) consecutive days, Architect shall be compensated for Services performed prior to notice of that suspension. When the Project is resumed, the schedule shall be adjusted and Architect's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Architect's Services. If the District suspends the Project for more than two (2) years, Architect may terminate this Agreement by giving written notice.

Article 10. Indemnity/Architect Liability

- 10.1. To the furthest extent permitted by California law, Architect shall defend, indemnify, and hold free and harmless the District, its representatives and its officers, ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim"), to property or persons, including personal injury or death or both, to the extent that any of the above arise out of, pertain to, or relate to, in whole or in part, the willful misconduct, recklessness, or negligent acts, errors, or omissions of Architect, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages.

- 10.2. Architect shall reimburse the indemnified parties for any and all legal expenses and costs, including expert witness fees and consultant fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided to the extent caused by the above agreement to indemnify. Architect's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the indemnified parties. District shall have the right to accept or reject any legal representation that Architect proposes to defend the indemnified parties.
- 10.3. Any and all costs incurred by the District, or for which District may reasonably become liable, to the extent caused by the negligence of Architect in its performance hereunder, including negligent delays, shall be paid by Architect to District or the District may withhold those costs from amounts owing to Architect.

Article 11. Fingerprinting

Pursuant to Education Code section 45125.2, the District has determined on the basis of scope of Services in this Agreement, that Architect, its Consultants and their employees will have only limited contact with pupils at most. Architect shall promptly notify the District in writing of any facts or circumstances which might reasonably lead the District to determine that contact will be more than limited as defined by Education Code section 45125.1(d).

Article 12. Responsibilities of the District

- 12.1. The District shall examine the documents submitted by the Architect and shall render decisions so as to avoid unreasonable delay in the process of the Architect's Services.
- 12.2. The District shall verbally or in writing advise Architect if the District becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's documents. Failure to provide such notice shall not relieve Architect of its responsibility therefor, if any.
- 12.3. Unless the District and Architect agree that a hazardous materials consultant shall be a Consultant of the Architect, the District shall furnish the services of a hazardous material consultant or other consultants when such services are requested in writing by Architect and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters, which are to be incorporated into bid documents prepared by Architect. If the hazardous materials consultant is furnished by the District and is not a Consultant of the Architect, the specifications shall include a note to the effect that they are included in the Architect's bid documents for the District's convenience and have not been prepared or reviewed by the Architect. The note shall also direct questions about the specifications related to asbestos and lead paint survey and/or abatement documentation to its preparer.

Article 13. Liability of District

- 13.1. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.
- 13.2. District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Architect, or by its employees, even though such equipment be furnished or loaned to Architect by District.

Article 14. Nondiscrimination

- 14.1. Architect agrees that no discrimination shall be made in the employment of persons under this Agreement because of the race, national origin, ancestry, religion, age, physical or mental disability, sex, or sexual orientation of such person.
- 14.2. Architect shall comply with any and all applicable regulations and laws governing nondiscrimination in employment.

Article 15. Insurance

- 15.1. Architect shall comply with the insurance requirements for this Agreement, set forth in **Exhibit "E."**
- 15.2. Architect shall provide certificates of insurance and endorsements to District prior to commencement of the work of this Agreement as required in **Exhibit "E."**

Article 16. Covenant against Contingent Fees

Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or to recover the full amount of such fee, commission, percentage fee, gift, or contingency.

Article 17. Entire Agreement/Modification

This Agreement, including the Exhibits attached hereto, supersedes all previous contracts and constitutes the entire understanding of the Parties hereto. Architect shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in

writing and signed by both Parties. Architect specifically acknowledges that in entering this Agreement, Architect relies solely upon the provisions contained in this Agreement and no others.

Article 18. Non-Assignment of Agreement

In as much as this Agreement is intended to secure the specialized Services of the Architect, Architect may not assign, transfer, delegate or sublet any interest therein without the prior written consent of District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of Architect and any such assignment, transfer, delegation or sublease without Architect's prior written consent shall be considered null and void.

Article 19. Law, Venue

- 19.1. This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.
- 19.2. To the fullest extent permitted by California law, the county in which the District administration office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

Article 20. Alternative Dispute Resolution

All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. If this method proves unsuccessful, then all claims, disputes or controversies as stated above may be decided through arbitration, if agreed to in writing by all Parties.

Article 21. Attorneys' Fees

In the event either party shall bring any action or legal proceeding for damages for any alleged breach of any provision of or performance under this Agreement, to terminate this Agreement, or to enforce, protect or establish any term or covenant of this Agreement or right or remedy of either party, the prevailing party shall be entitled to recover, as a part of the action or proceeding, reasonable attorneys' fees and court costs, including consultants' fees, attorneys' fees and costs for appeal, as may be fixed by the court. The term "prevailing party" shall mean the party who received substantially the relief requested, whether by settlement, dismissal, summary judgment, judgment, or otherwise.

Article 22. Severability

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

Article 23. Employment Status

- 23.1. Architect shall, during the entire term of Agreement, be an independent contractor and nothing in this Agreement is intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the District to exercise discretion or control over the professional manner in which Architect performs the Services that are the subject matter of this Agreement; provided always, however, that the Services to be provided by Architect shall be provided in a manner consistent with all applicable standards and regulations governing such Services.
- 23.2. Architect understands and agrees that Architect's personnel are not and will not be eligible for membership in or any benefits from any District group plan for hospital, surgical or medical insurance or for membership in any District retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrue to a District employee.
- 23.3. Should the District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that Architect, or any employee or Consultant of Architect, is an employee of the District for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Architect which can be applied against this liability). The District shall then forward those amounts to the relevant taxing authority.
- 23.4. Should a relevant taxing authority determine a liability for past services performed by Architect for the District, upon notification of such fact by the District, Architect shall promptly remit such amount due or arrange with the District to have the amount due withheld from future payments to Architect under this Agreement (again, offsetting any amounts already paid by Architect which can be applied as a credit against such liability).
- 23.5. A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Architect shall not be considered an employee of the District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Architect is an employee for any other purpose, then Architect agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined that Architect or its employees or Consultants was not an employee.
- 23.6. Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

Article 24. Certificate of Architect

- 24.1. Architect certifies that the Architect is properly certified or licensed under the laws and regulations of the State of California to provide the professional services that it has herein agreed to perform.
- 24.2. Architect certifies that it is aware of the provisions of the California Labor Code that require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with those provisions before commencing the performance of the Services of this Agreement.
- 24.3. Architect certifies that it is aware of the provisions of California Labor Code and California Code of Regulations that require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). Since the Architect is performing Services as part of "public works" or "maintenance" project, and since the total compensation is \$1,000 or more, the Architect agrees to fully comply with and to require its Consultant(s) to fully comply with all requirements of the Prevailing Wage Laws.

Article 25. Cost Disclosure - Documents and Written Reports

Architect shall be responsible for compliance with California Government Code section 7550, if the total cost of the Contract is over five thousand dollars (\$5,000).

Article 26. Notice & Communications

Notices and communications between the Parties to this Agreement may be sent to the following addresses:

District:	Architect:
Piedmont Unified School District	Quattrocchi Kwok Architects
760 Magnolia Avenue	636 Fifth Street
Piedmont, CA 94611	Santa Rosa, CA 95404
ATTN: Michael Brady, Asst. Supt., Bus. Svcs.	ATTN: Mark Quattrocchi

Any notice personally given shall be effective upon receipt. Any notice sent by facsimile shall be effective the day after transmission. Any notice sent by overnight delivery service shall be effective the day after delivery. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

Article 27. Disabled Veteran Business Enterprise Participation (If Applicable)

Pursuant to section 17076.11 of the Education Code, the District has a participation goal for disabled veteran business enterprises (DVBES) of at least three (3) percent, per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (the "Act"). This Project may use funds allocated under the Act. Therefore, to the extent feasible and pertaining to future hirings, Architect, before it executes the Agreement, shall provide to the District certification of compliance with the procedures for implementation of DVBE contracting goals, appropriate documentation identifying the amount(s) intended to be paid to DVBEs in conjunction with the contract, and documentation demonstrating Architect's good faith efforts to meet these goals.

Article 28. District's Right to Audit

- 28.1. District retains the right to review and audit, and the reasonable right of access to Architect's and any Consultant's premises to review and audit the Architect's compliance with the provisions of this Agreement ("District's Right"). The District's Right includes the right to inspect, photocopy, and to retain copies, outside of Architect's premises, of any and all Project-related records and other information with appropriate safeguards, if such retention is deemed necessary by the District in its sole discretion. The District shall keep this information confidential, as allowed by applicable law.
- 28.2. The District's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the District determines is necessary to discover and verify whether Architect is in compliance with all requirements of this Agreement.
- 28.3. If there is a claim for additional compensation or for Extra Services, the District's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the District determines is necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.
- 28.4. Architect shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. Architect shall make available to the District for review and audit all Project-related accounting records and documents and any other financial data. Upon District's request, Architect shall submit exact duplicates of originals of all requested records to the District.
- 28.5. Architect shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all Consultants.
- 28.6. Architect shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Architect's Project-related records and information.

Article 29. Other Provisions

- 29.1. Architect shall be responsible for the cost of construction change orders caused by the Architect's willful misconduct, recklessness, or negligent acts, errors or omissions. Without limiting Architect's liability for indirect cost impacts, the direct costs for which Architect shall be liable shall equal the difference between the cost of the change order and the reasonable cost of the work had that work been a part of the originally prepared Contract Documents. These amounts shall be paid by Architect to District or the District may withhold those costs from amounts owing to Architect.
- 29.2. Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Architect shall remain liable to the District in accordance with this Agreement for all damages to the District caused by Architect's failure to perform any of the Services furnished under this Agreement to the standard of care of the Architect for its Services, which shall be, at a minimum, the standard of care of architects performing similar work for California school districts in or around the same geographic area as the District.
- 29.3. Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.

Article 30. Roofing Certification [If Applicable]

- 30.1. Architect shall execute the Roofing Certification attached hereto as **Exhibit "F"** for Services containing a roof repair or replacement project. Architect shall submit the Roofing Certification to the District prior to the time Services are engaged.

Article 31. Exhibits "A" through "E" [or Exhibits "A" through "F" if Exhibit "F" is applicable attached hereto] are hereby incorporated by this reference and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

PIEDMONT UNIFIED SCHOOL DISTRICT

QUATTROCCHI KWOK ARCHITECTS

Date: _____, 2012

Date: _____, 2012

By: _____

By: _____

Title: _____

Title: _____

EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

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EXHIBIT "A"

RESPONSIBILITIES AND SERVICES OF ARCHITECT

Architect shall provide all professional services necessary for completing the following:

A. SCOPE OF PROJECT

1. Project Name: Alan Harvey Theater Building
Construction Cost Budget: \$5,000,000.00

B. BASIC SERVICES

- Architect agrees to provide the Services described below; Provide Schematic Design Drawings.
 - Attend Schematic Design Meetings with the District.
 - Conduct investigative research as necessary to develop the required information for this site.
 - Respond to any questions or comments regarding this site and requirements needed.
 - Prepare a report developed to the appropriate level for this site.
 - This report shall include specific information and recommendations regarding the presence of Schematic Design criteria for ADA work thru discussions with the District. This report shall also include any other information required by the District for future reference.
1. Architect shall be responsible for the professional quality and technical accuracy of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by Architect under the Agreement as well as coordination with all master plans, studies, reports and other information provided by District. Architect shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other Services.
 2. Architect will use all due care and diligence to confirm that its plans and specifications and all other information provided by or on behalf of the District to potential bidders discloses and publishes any potentially relevant information that could, in any way, have an impact on a contractor's cost of performance. Architect shall advise the District of the most effective methods of identifying and securing such information as part of each stage of design. Architect shall track for District's benefit all such suggested and disclosed information.
 3. The District shall provide all information available to it to the extent the information relates to Architect's scope of work. This information shall include, if available,
 - a. Physical characteristics;
 - b. Legal limitations and utility locations for the Project site(s);
 - c. Written legal description(s) of the Project site(s);

- d. Grades and lines of streets, alleys, pavements, and adjoining property and structures;
- e. Adjacent drainage;
- f. Rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, and boundaries and contours of the Project site(s);
- g. Locations, dimensions and necessary data with respect to existing buildings, other improvements and trees;
- h. Information concerning available utility services and lines, mechanical and other services, both public and private, above and below grade, including inverts and depths;
- i. Surveys, reports, as-built drawings, record drawings; and
- j. Subsoil data, chemical data, and other data logs of borings.

Architect shall Visually Verify this information and all existing Project utilities, including capacity, and document the location of existing utility lines, telephone, water, sewage, storm drains and other lines on or around the Project to the extent determinable by the documents provided by the District.

If Architect determines that the information or documentation the District provides is insufficient for purposes of design or if Architect requires a topographical survey; geotechnical report; structural, mechanical, and/or chemical tests; tests for air and/or water pollution; test borings; test pits; determinations of soil bearing values; percolation tests; ground corrosion tests; resistivity tests; tests for hazardous materials; tests for anticipating subsoil conditions; and/or other information that the District has not provided, the Architect shall request that the District acquire that information at the soonest possible time after Architect becomes aware that this additional information is needed. If the Parties mutually agree, this additional information and service shall be procured through the Architect, who may invoice the District for those services as Extra Services.

- 4. **Technology Backbone.** Architect shall be responsible for the coordination of the design and the layout of the technology backbone system with the District's technology consultant, and lay out any included technology backbone system. The coordination effort shall include location and routing of raceways, conduits and outlets and the required spaces to accommodate electrical, data and communication wiring. Architect and consultant(s) shall prepare and be responsible for documents prepared by the Architect based on the information provided by the District's technology consultant as appropriate to the level of design completion.
- 5. **Interior Design.** Architect shall provide interior design and other similar services required for or in connection with selection and color coordination of materials. Architect is required to coordinate the placement of furniture, equipment layout, or schematic space allocation. The District shall procure furnishings and moveable equipment. Architect shall advise the District on lead times and availability of all Project equipment, materials, supplies, and furnishings to ensure that all of these will

be available to the District in a timely fashion so as not to delay the Project and/or the District's beneficial occupancy of the Project.

6. **District Standards.** Architect shall incorporate in to its work and the work of all Consultants the adopted District standards for facilities and construction including, but not limited to, *None at this time.*
7. **High Performance Schools.** If the District adheres to the Collaborative for High Performance School (CHPS) Best Practice Standards, the Services provided by the Architect shall incorporate the CHPS Best Practice Standards and criteria to the extent feasible.
8. **Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the Services provided under this Agreement, upon the District's request, the Architect, its agents, officers, and employees agree to assist in resolving the dispute or litigation. Architect's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation ("Mandatory Assistance").

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C. PRE-DESIGN AND START-UP SERVICES

1. Project Initiation

Upon final execution of the Agreement with the District, Architect shall:

- a. Within the first week following execution of the Agreement, review the proposed Schedule of Services set forth in **Exhibit "C"** to the Agreement and prepare a detailed scope of work list and work plan for documentation in a computer-generated Project schedule to the District's satisfaction. This scope of work list and work plan will identify specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Architect shall also identify milestone activities or dates, specific task responsibilities, required completion times necessary for review and approval by the District and by all regulatory agencies and additional definition of deliverables.
- b. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.

2. Development of Architectural Program

Architect shall prepare for the District's review an architectural program as follows:

- a. Perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed. Identify design issues relating to functional needs, directives and constraints imposed by regulatory codes. Review all data pertinent to the Project including survey, site maps, geotechnical reports and recommendations, soil testing results reports, and pertinent historical data, and other relevant information provided by District.
- b. Review DSA codes pertaining to the proposed Project design.
- c. Identify design issues relating to functional needs, directives and constraints imposed by applicable regulatory codes.
- d. Based on survey and topography data provided by the District, input into computer and develop existing conditions base for the Schematic Design Phase.
- e. Administer Project as required to coordinate work with the District and among Consultants.
- f. Develop District standards for facilities and construction, including but not limited to designation of any material, product, thing or service by specific brand or trade name pursuant to Public Contract Code section 3400, subdivision (c).
- g. **Construction Cost Budget**
 - (i) Architect shall have responsibility to further develop, review, and reconcile the Construction Cost Budget within the parameters of the Construction

Budget established by the District for the Project. The estimates forming the basis of the Construction Cost Budget are to be based on the developed functional architectural program as approved by the District. The following conditions apply to the Construction Cost Budget prepared by the Architect:

- (A) All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be approved by the District and its representatives.
 - (B) Format shall be in a building systems format (e.g., foundations, substructure, structural system, exterior wall enclosure, window systems, etc.) for new buildings, and summarized by the Construction Specification Institute (CSI) categories for buildings being modernized.
 - (C) Contingencies for design, bidding, and construction are to be included as individual line items, with the percentage and base of calculation clearly identified.
 - (D) Architect shall include all information and estimates from the District and/or the Construction Manager that are intended to be part of the Construction Cost Budget.
 - (E) One week prior to submittal of documents, Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and the Construction Manager to further develop, review, and reconcile the Construction Cost Budget.
 - (F) Mechanical, electrical, civil, landscape and estimating consultant(s) shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the Construction Cost Budget.
- (ii) The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget for the Project. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.

3. **Presentation**

Architect, along with any involved consultant(s), shall present and review with the District and, if directed, with the District's governing board, the summary and detail of work involved in this Phase, including two dimensional renderings of any proposed facility suitable for public presentation.

4. **Deliverables and Numbers of Copies**

Architect shall provide to the District a hard copy of the following items produced in this Phase, together with one copy of each item in electronic format:

- a. Two copies of the Architectural Program (Include comparison between developed program and “model” program, include narrative explaining any substantial deviations);
- b. Two copies of Site Plan;
- c. Two copies of revised Construction Cost Budget;
- d. Two copies of final Schedule of Services;
- e. Two copies of meeting Reports/Minutes from Kick-off and other meetings; and
- f. Two copies of renderings provided to District for public presentation.

5. Meetings

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below.

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D. SCHEMATIC DESIGN PHASE

Upon District's acceptance of Architect's work in the previous Phase and assuming District has not delayed or terminated the Agreement, Architect shall prepare for the District's review a Schematic Design Study, containing the following items as applicable to the Project scope, as follows:

1. Prepare and review with District staff a scope of work list and work plan identifying specific tasks including, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, concepts and schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities of the Architect, required completion times necessary for the review and approval by the District and by pertinent regulatory agencies and additional definition of deliverables.
2. Review the developed work plan with the District and its representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
3. **Architectural**
 - a. Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship. Include circulation and room-by-room tabulation of all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.
 - b. Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
 - c. As applicable, identify proposed roof system, deck, insulation system and drainage technique.
 - d. Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
 - e. Identify code requirements, include occupancy classification(s) and type of construction.
4. **Structural**
 - a. Layout structural systems with dimensions and floor elevations. Identify structural systems (including pre-cast, structural steel with composite deck, structural steel bar joists) with preliminary sizing identified.
 - b. Identify foundation systems (including fill requirements, piles, caissons, spread footings) with preliminary sizing identified.
5. **Mechanical**
 - a. Calculate block heating, ventilation, and cooling loads including skin versus internal loading.

- b. Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
- c. Show selected system on drawings as follows:
 - (i) Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases.
 - (ii) Location and preliminary sizing of all major equipment and duct work in allocated spaces.
 - (iii) Schematic piping.
 - (iv) Temperature control zoning.
- d. Provide design criteria to include the intent base of design for the Project.
- e. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

6. **Electrical**

- a. Calculate overall approximate electrical loads.
- b. Identify proposed electrical system for service, power, lighting, low voltage and communication loads, including proposed or planned additional buildings or other facilities on the Project site.
- c. Show system(s) selected on drawings as follows:
 - (i) Single line drawing(s) showing major distribution system.
 - (ii) Location and preliminary sizing of all major electrical systems and components including:
 - (A) Load centers.
 - (B) Main panels.
 - (C) Switch gear.
- d. Provide design criteria to include the intent base of design for the Project.
- e. Evaluate and confirm the load requirements of all equipment and systems, the impact of those on existing facilities, and the requirements to increase these loads to accommodate the increase.

7. **Civil**

- a. Develop on and off site utility systems such as sewer, water, storm drain, firewater lines and fire hydrants.

- b. Identify surface improvements including roadways, walkways, parking (with assumed wheel weights), preliminary finish grades and drainage.
- c. Coordinate finish floor elevations with architectural site plan.

8. Landscape

Develop and coordinate landscape design concepts entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description of planting, ground improvements and visual barriers.

9. Specifications

Prepare outline specifications of proposed architectural, structural, mechanical and electrical materials, systems and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the Project design and specifications. Architect shall review and comment on District's construction bid contracts and contract documents ("Division 0" documents) and Division 1 documents as part of its work under the Agreement.

10. Construction Cost Budget

Revise the Construction Cost Budget for the Project. Along with the conditions identified in the preceding Phase, the following conditions apply to the revised Construction Cost Budget:

- a. Schematic Estimates: This estimate consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work. Complete cost includes labor, material, waste allowance, sales tax and subcontractor's mark-up.
 - (i) General conditions shall be applied separately. This estimate shall be prepared by specification section and summarized by the CSI categories.
- b. The estimate shall separate the Project's building cost from site and utilities cost. Architect shall submit to the District the cost estimating format for prior review and approval.
- c. Escalation: all estimates shall be priced out at current market conditions. The estimates shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).
- d. The Construction Cost Budget for the Project must at no point exceed the District's Construction Budget. The accuracy of the Construction Cost Budget shall be the responsibility of the Architect.
- e. Architect shall submit its proposed Construction Cost Budget to the District and the Construction Manager for review and approval. At that time, Architect shall coordinate with the District and Construction Manager to further develop, review, and reconcile the Construction Cost Budget.

- f. At the end of this Phase, the Construction Cost Budget may include design contingencies of no more than ten percent (10%) in the cost estimates.

11. Meetings

During this Phase, Architect shall attend, take part in, and, when indicated, conduct meetings, site visits, and workshops as indicated below.

12. Deliverables and Numbers of Copies

Architect shall provide to the District a hard copy of the following items produced in this phase, together with one copy of each item in electronic format:

- a. Two copies of breakdown of Construction Cost Budget as prepared for this Phase;
- b. Two copies of meeting reports/minutes;
- c. Two copies of Schematic Design Package with alternatives;
- d. Two copies of a statement indicating changes made to the Architectural Program and Schedule; and
- e. Two copies of DSA file, including all correspondence and meeting notes to date, or notification in writing that Architect has not met or corresponded with DSA.

13. Presentation

- a. Architect shall present and review with the District the detailed Schematic Design.
- b. The Schematic Design shall be revised within the accepted program parameters until a final concept within the accepted Construction Cost Budget has been accepted and approved by the District at no additional cost to the District.

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EXHIBIT "B"

CRITERIA AND BILLING FOR EXTRA SERVICES

The following Extra Services to the Agreement shall be performed by Architect if needed and if authorized or requested by the District:

- A. Making revisions in drawings, specifications, or other documents when such revisions are required by the enactment or revisions of codes, laws, or regulations subsequent to the preparation of the Conforming Set.
- B. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of that work.
- C. Providing services made necessary by the default of contractor(s).
- D. In the absence of a final Certificate of Payment or Notice of Completion, providing services more than ninety (90) days after the date of completion of work by contractor(s) and after Architect has completed all of its obligations and tasks under the Agreement.
- E. Providing deliverables or other items in excess of the number indicated in **Exhibit "A."** Before preparing, providing, sending, or invoicing for extra deliverables, Architect shall inform the District that expected deliverables may be in excess of the number indicated in **Exhibit "A,"** so that the District can procure the additional deliverables itself or direct Architect to procure the deliverables at the District's expense or on the District's account at a specific vendor.
- F. Providing services as directed by the District that are not part of the Basic Services of this Agreement.
- G. Providing services as an expert and/or witness for the District in any mediation, arbitration, and/or trial in which the Architect is (1) not a party, and (2) did not in any way cause the dispute that is being adjudicated.
- H. The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement.

Job Title	Hourly Rate
Principal In Charge:	\$190
Project Director/ Associate:	\$175
Project Architect(s):	\$170
Project Architect(s):	
Job Captain	\$160
Drafter	\$145
Clerical	\$90
Other	

- I. The mark-up on any approved reimbursable item of Extra Services shall not exceed ten percent (10%).

EXHIBIT "C"

SCHEDULE OF SERVICES

- A. Promptly after the execution of this Agreement, Architect shall prepare and submit for approval to the District a Schedule of Services showing the order in which Architect proposes to carry out Architect's Services ("Schedule of Services"). The Schedule of Services shall apply to the completion of all Services listed hereunder within the times established by this Agreement. The Schedule of Services shall be in the form of a progress chart clearly delineating all important increments and review dates. Architect shall update the Schedule of Services on a monthly basis and deliver two (2) copies to the District along with the monthly billing.
- B. Architect shall complete Services required under the Development of Architectural Program section within **14 calendar days** after written authorization from the District to proceed.
- C. Architect shall complete Services required under the Schematic Design Phase within **56 calendar days** after written authorization from District to proceed.
- D. The durations stated above include the review periods required by the District and all other regulatory agencies.
- E. All times to complete tasks set forth in this Exhibit are of the essence, as indicated in the Agreement. If delays in the Schedule of Services are incurred as a result of the District's inability to comply with requested meeting schedules, Architect shall maintain the right to request an adjustment in the Schedule of Services if deemed necessary to meet the deadlines set forth in this Exhibit. If approved, those extensions shall be authorized in writing by the District.

EXHIBIT "D"

PAYMENT SCHEDULE

A. Compensation

1. The payment of consideration to Architect as provided herein shall be full compensation for all of Architect's Services incurred in the performance hereof, including, without limitation, all costs for personnel, travel within two hundred (200) miles of a Project location, offices, per diem expenses, printing and shipping of deliverables in the quantities set forth in **Exhibit "A,"** or any other direct or indirect expenses incident to providing the Services. Except as expressly set forth in the Agreement and **Exhibit "B,"** there shall be no payment for extra costs or expenses.
2. The total compensation to Architect shall be as stated in Article 6 of the Agreement.
3. District shall pay Architect as follows for all Services contracted for under this Agreement:

PERCENTAGE OF TOTAL FEE PER PHASE	
Phase	Phase Amount
Pre-Design/Architectural Program Development Phase	25%
Schematic Design Phase	75%
TOTAL BASE COMPENSATION	<u>100%</u>

B. Method of Payment

1. Invoices shall be on a form approved by the District and are to be submitted in triplicate to the District via the District's authorized representative.
2. Architect shall submit to District on a monthly basis documentation showing proof that payments were made to its consultant(s).
3. Architect shall submit to the District for approval a copy of the Architect's monthly pay request format.
4. Upon receipt and approval of Architect's invoices, and except as provided in subdivision 4.g. herein, the District agrees to make payments of undisputed amounts within thirty (30) days of receipt of an invoice as follows:

a. **Pre- Design/Architectural Program Development Phase:**

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred percent (100%) payment upon acceptance and approval of the Pre-Design/Architectural Program.

b. **For Schematic Design Phase:**

Monthly payments for the percentage of all Services complete up to ninety-five percent (95%) of the fee for the Phase; one hundred

percent (100%) payment upon acceptance and approval of the Schematic Design Phase by the District.

c. **Format and Content of Invoices:**

Architect acknowledges that the District requires Architect's invoices to include detailed explanations of the Services performed. For example, a six hour charge for "RFIs and CORs" is unacceptable and will not be payable. A more detailed explanation, with specificity, is required. This includes a separate entry for each RFI, PCO, and change order. For example, the following descriptions, in addition to complying with all other terms of this Agreement, would be payable. The times indicated below are just placeholders:

Review RFI 23; review plans and specifications for response to same; prepare responses to same and forward to contractor, district, construction manager, and project inspector.	.8 hours
Review COR 8; review scope of same and plans and specifications for appropriateness of same; prepare draft change order and language for same.	.7 hours
Review COR 11; review scope of same and plans and specifications for appropriateness of same; prepare rejection of COR 11 for review by district, CM, IOR.	1.2 hours

EXHIBIT "E"

INSURANCE REQUIREMENTS

- A. Architect shall procure prior to commencement of the Services of this Agreement and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the Architect, his/her/its agents, representatives, employees and consultant(s). Architect's liabilities, including but not limited to Architect's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Architect's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated by the District as a material breach of contract.
- B. **Minimum Scope and Limits of Insurance:** Coverage shall be at least as broad as the following scopes and limits:
1. **Commercial General Liability.** One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.
 2. **Commercial Automobile Liability, Any Auto.** One million dollars (\$1,000,000) per accident for bodily injury and property damage.
 3. **Workers' Compensation Liability.** For all of the Architect's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Architect shall keep in full force and effect, a Workers' Compensation policy. Architect shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
 4. **Employment Practices Liability.** For all of the Architect's employees who are subject to this Agreement, Architect shall keep in full force and effect, an Employment Practices Liability policy. That policy shall provide employers' liability coverage with minimum liability coverage of one million dollars (\$1,000,000) per occurrence. Architect shall provide an endorsement that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
 5. **Professional Liability.** This insurance shall cover the prime design professional and his/her consultant(s) on a Claims Made basis for two million dollars (\$2,000,000) aggregate limit subject to no more than seventy-five thousand dollars (\$75,000) per claim deductible, coverage to continue through completion of construction plus two (2) years thereafter.
- C. The District reserves the right to modify the limits and coverages described herein.

D. **Deductibles and Self-Insured Retention:** Architect shall inform the District in writing if any deductibles or self-insured retention exceeds seventy-five thousand dollars (\$75,000). At the option of the District, either:

1. The District can accept the higher deductible;
2. Architect's insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or
3. Architect shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. **Other Insurance Provisions:** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Architect; Instruments of Service and completed operations of the Architect; premises owned, occupied or used by the Architect; or automobiles owned, leased, hired or borrowed by the Architect. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.
2. For any claims related to the projects, Architect's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of Architect's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
4. Architect's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

F. **Acceptability of Insurers:** Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII. Architect shall inform the District in writing if any of its insurer(s) have an A.M. Best's rating less than A:VII. At the option of the District, the District may either:

1. Accept the lower rating; or
2. Require Architect to procure insurance from another insurer.

G. Verification of Coverage: Architect shall furnish District with:

1. Certificates of insurance showing maintenance of the required insurance coverages; and
2. Original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverages on its behalf. All endorsements are to be received and approved by the District before Services commence.

Board Meeting of
December 12, 2012

TO: Board of Education
FROM: Constance Hubbard, Superintendent
SUBJECT: **ACCEPT DONATIONS**

I. SUPPORT INFORMATION

It is recommended that the Board of Education accept the following donation recently received by the District:

- Donation by Frank Thomas, local violin maker, of a violin to the Piedmont Unified School District, in honor of Leonora Gillard. The violin is estimated by Mr. Thomas to be worth \$3,500.

II. RECOMMENDATION: ACTION

Accept donation, with appropriate letters of thanks to the donor.

CH/ss

PIEDMONT UNIFIED SCHOOL DISTRICT
Council Chambers, City Hall
120 Vista Avenue
Piedmont, California 94611

MINUTES OF

Regular Meeting of the Governing Board

November 14, 2012

CALL TO ORDER	Board President Richard Raushenbush called the meeting of the Board of Education to order at 6:30 p.m.
ESTABLISHMENT OF QUORUM	President Richard Raushenbush; Vice President Andrea Swenson and Board Members Ray Gadbois and Roy Tolles were present. Board Member Sarah Pearson was not present.
Adjourn to Closed Session	The Board adjourned to Closed Session at 6:31 p.m. to discuss: Conference with District Labor Negotiator Constance Hubbard Regarding Negotiations Association of Piedmont Teachers (APT) (Government Code Section 54956.6)
Others Present in Closed Session	Superintendent Hubbard Michael Brady, Assistant Superintendent, Business Services Randall Booker, Assistant Superintendent, Educational Services
Reconvene to Regular Session	President Raushenbush called the Regular Session of the Board of Education to order at 7:02 p.m. and led the Board and audience in the Pledge of Allegiance.
Others Present at Regular Session	Superintendent Constance Hubbard Michael Brady, Assistant Superintendent, Business Services Randall Booker, Assistant Superintendent, Educational Services
Report of Action Taken in Closed Session	No action was taken in closed session.
Agenda Adjustments	None
COMMUNICATIONS/ANNOUNCEMENTS	
Association of Piedmont Teachers (APT)	APT President Harlan Mohagen is pleased Prop. 30 passed. She, and two PHS teachers, Liz McCarthy and Mercedes Foster, phone banked with the California Federation of Teachers. Susan Stutzman, PHS Librarian, said the library is displaying urban plans developed by seniors as a senior project. The students present their plans and are evaluated by city planners.
CSEA	None
Parent Clubs	None
Student Representative to Board	Elise Lasky reported that there was NCS Volleyball today and a NCS Cross-Country Meet on Saturday. The ASB Food Bank Drive has been postponed until the first week of December.
Persons Wishing to Speak to Any Item Not Listed on the Agenda	None
Board President Announcements	President Raushenbush expressed relief that Prop. 30 passed because it avoids cuts in January even though it does not provide any new money for the schools.
Superintendent Announcements	None

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November 14, 2012
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REVIEW AND ACTION ITEMS

A. School Support Tax Election, March 5, 2013 - Review by Staff and Campaign Chairs

The Board packet contains background information and a copy of the resolution on the school support tax to be considered this evening. Superintendent Hubbard received many phone calls, letters and emails, all of which have been shared with all Board members. She thanked people for providing their input.

The Board began planning in May of 2012 with a small committee, and in August the campaign co-chairs were chosen. We asked for volunteers for the committee and all who wanted to be on the committee became members. Committee members are Rick Raushenbush, Ray Gadbois, Bill Drum, Jon Elliott, Mary Ireland, Anne Marie Lamarche, Conna McCarthy, June Monach, Sue Smegal, Amal Smith, the assistant superintendents and the superintendent, with Doug Ireland and Katie Korotzer serving as co-chairs. Larry Tramutola, a longtime community resident and expert advisor on tax measures was also a member.

At the previous meeting, the Board asked to bring this resolution and an emergency measure if Prop. 30 did not pass, which meant \$1.1 M in trigger cuts for PUSD this school year. Since Prop. 30 passed, we are not bringing the emergency measure forward. To get to where we are today, the School Support Tax Committee considered input at Board meetings and a number of meetings, including the Budget Advisory Committee, the Citizen's Advisory Committee, and parents groups, along with the results of a representative poll of 200 Piedmont residents. The purpose tonight is for the Board to give direction on the final wording. A Special Board meeting will be held in Council Chambers on Wednesday, November 28 to vote on the resolution. The resolution presented this evening authorizes a continuation of the tax rate authorized by Measure B, which is the current 2011-12 rate plus 5%. It would include an exemption for SSI recipients; including those under 65. AN SSI exemption targets those in need and has an independent qualifier. Oversight would be provided by a subcommittee of the Budget Advisory Committee (BAC) appointed by the Board. This committee would report directly to the Board and send a report to the Board every year prior to the public hearing on the levy. BAC meetings are open to anyone and include broad representation from the community; every Parents Club President and Treasurer is invited, teachers, CSEA and school site reps, Support Club representatives are included. We ask that if you attend, you attend regularly because the information builds on itself during the year. This measure does not provide for an inflation factor or an expiration date and represents a stable annual income of \$9.5 M every year, although a lower rate in any given year could be authorized by the Board.

Katie Korotzer, Co-Chair, a strong supporter of public schools, moved here seven years ago for the schools. She believes the community benefits from the level of communication with the schools and teachers. In the face of declining state revenue, the District has been able to continue its excellent programs. For nearly 30 years, Piedmont has supported its schools through a parcel tax. Ms. Korotzer wanted "to remind all that while learning is the responsibility of the individual, education is the obligation of the community." The parcel tax provides 31% of school funding and provides funds for 100 teachers and staff. In our considerations, we focused on the guiding principles of budget development *"to work collaboratively with parents, support groups and the community to maintain the local support needed to offer a high quality educational program for*

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all students, and to advance the District's commitments and goals over time.... To attract, develop, and retain highly qualified staff with available resources. To provide ongoing coaching and staff development that support professional growth and instructional effectiveness. We considered poll results that showed Piedmont residents favor an evergreen tax, and our final recommendations are based on robust debate and the consideration of all input received by the committee.

June Monach, former School Board member, has participated in four parcel tax campaigns. Every campaign has focused on the need to protect the core educational program. The parcel tax also pays for comprehensive math, technology, arts and science programs, smaller class size and competitive compensation. As residential community, there is very little commercial revenue in Piedmont. Here in Piedmont, we care about our students. We get direction from the Guiding Principles for Budget Development passed by the Board.

Sue Smegal served on the parcel tax committee back in 1982 when proposed budget cuts threatened programs. Beginning in 1976 funding for schools was shifted to the State. The first parcel tax saved counseling, elementary music, and P.E. and high school coaches. The district has needed to keep raising more funds over the years. The idea of an evergreen tax means we could secure a base of funding so that budget and programs are not at risk every four years.

Bill Drum is a member of the Citizens' Oversight Committee and the Piedmont Educational Foundation. He moved here 40 year ago knowing nothing about the schools. He soon learned of their excellence and attributes the success of his children and their friends to the excellent education they received. As one of 60% of Piedmont households with no students, he supports the tax because he cannot imagine the schools without 31% of their funding.

Jon Elliott moved here in 1998 and is former chair of the Citizens' Advisory Committee to the Parcel Tax. He sees his role as ensuring public accountability and access to information. The proposal includes strong accountability measures. The fact is that the sub-committee is appointed by and reports to the Board. The BAC has a communication and messaging function, while analytical and reporting functions are part of the sub-committee. Annual review and reporting to the Board are built in along with an annual Board hearing on the tax. With the passage of Prop. 30, the problem has not gone away; the projected State deficit for this year is \$1.9 Billion.

Doug Ireland, co-chair, said we are trying to maintain a national level program and have been let down by the State; since 1982 there has been an ongoing decline in funding.

President Raushenbush thanked the committee for their work and opened the floor for public comments.

Eva Denes, a resident of Piedmont who attended school here and has a 60-year history, said she believes citizens are entitled to a break. She would like a senior exemption, believes the oversight committee does not meet the requirements of the Ed Code and would like to see the Citizens' Advisory Committee remain. She believes any parcel tax may be unnecessary, and if levied, should have an expiration date.

George Childs, resident, has the experience of three generations in

the Piedmont schools. He is distressed by the idea of a permanent tax, which he believes will become part of the regular income of the schools. He believes the State will find a way to extract more money from the schools if we raise more. He would like to limit the escalator to 2% and thinks citizens should have the right to vote on the tax every four years. He would like to see a senior or low-income exemption, and has serious doubts that changing the oversight committee from the CAC to a sub-group of the BAC will provide clarity and include the many voices represented on the CAC. He urges Board members to reconsider the resolution.

Dane Copeland, a parent, thanked the committee and the Board for their work. She believes we need to provide ongoing support for the schools while being sensitive to the multigenerational community that is Piedmont. She believes the parcel tax is effectively an evergreen tax now and it is important for the schools to have predictability, stability and accountability in their funding and for the community to be able to plan for their tax rate. Beyond the election process, there are many ways to create accountability, including the BAC, the School Board, district staff and administrators. The resolution includes annual review of the levy, including budget review, public comment, the recommendation of the tax advisory committee, and review of community comments to ensure the tax is applied appropriately. The parcel tax is part of the social contract of Piedmont.

Aaron Salloway, resident, said he is over 65, on a fixed income and would prefer an age exemption, which is not complex. He disagrees with the League of Women's Voters recommendation of a maximum term of 8 years and believes it should be 4 years. He agrees with Mr. Childs regarding the CAC and wants to know if those without children can be on the committee. He urged the Board to reconsider the information presented by Mr. Schiller regarding the correlation between taxes and API levels in other communities. He would like the District to review compensation levels before asking for the tax.

Rick Schiller, resident, said some exemption is necessary but he believes SSI is too low and excludes home and car ownership so may include those not truly eligible. He believes seniors represent 23% of home ownership, and would like relief for those on low fixed-income or a partial senior exemption. He prefers a four-year cycle and thinks there is a lack of oversight in an evergreen tax.

Claire Hebert, senior at PHS, provided personal testimony as to the substantial difference in curriculum and after-school programs from her friends in other public schools. This includes things like a second set of classroom textbooks and the Advanced Placement program. She would like her children to have the same opportunities in the Piedmont schools that she has.

President Raushenbush noted that Mary Kelly signed up but left before she was able to speak.

Jonathan Davis, who with his wife Susan Miller wrote a letter to the Board, agreed with much that was proposed. The committee has worked incredibly hard and has unparalleled institutional knowledge. It distresses him that California is 46th in the nation in school funding and believes we cannot rely on Sacramento to fix this problem. He thinks Prop. 30 monies will go elsewhere and this is a good argument for an evergreen tax, stating that "the schools are the crown jewels of Piedmont and the reason why families move here." He would not put 30% of his budget up for reconsideration every four

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years and would not ask the schools to do so.

President Raushenbush said this is not an easy decision. Our state funding was at its peak in 2008 and California was 44th in the nation then. Even with Measure B, we will run a deficit next year. The most difficult consideration is duration. People have made the analogy to voting in Presidential elections. While we vote on a President every 4 years, we do not vote on the Federal budget. We have received a lot of comments and many people agree with an evergreen tax but are nervous about it passing.

Vice President Swenson said that California has consistently failed us. She wants to be respectful of the community and not take their support for granted. Personally she would like a low-income exemption but this is legally difficult. She believes the proposal for oversight is sufficient as it allows for many voice on the committee. There is much more transparency now than when the parcel tax was first enacted: budgets and budget information are now available online. The term is difficult and ideally she would like an end date but will defer to other Board members.

President Raushenbush reported that Sarah Pearson is not here as she had a longstanding previous commitment. She submitted a statement saying she is sorry to miss this meeting and is grateful for the thoughtful consideration shown by everyone; she read every email submitted to her. She supports a tax that authorizes the amount of Measure B with up to 2% increase, and an SSI exemption for homeowners who reside in their property. She agrees with the proposal for oversight and thinks having the committee attend BAC meetings is valuable. She believes the most prudent approach is for the tax to be extended but not ongoing, and will support the Board's decision.

Board Member Gadbois said the key issues are duration and escalator. His position has evolved since the last meeting after reading a lot of thoughtful input. At the last meeting he supported an evergreen tax with a 2% escalator but now agrees it is too much. He would like to focus on stability with no escalator or a sunset (would prefer 8 years) with 2% escalator. His preference would be a term of 8 years or similar with a potential 2% escalator and will support the Board majority. We need the parcel tax funding to keep up with inflation and maintain the quality of our programs. He does not believe the oversight committee will be different from the CAC as the Board creates the charter.

Board Member Tolles said the Board has been in the process of cutting for the last four years. Costs increase every year by \$400,000-500,000. Mr. Tolles noted "if we have no way to get additional money, we have to cut. Prop. 30 just keeps us from cutting more". The CAC has suggested a 5% increase each year. He would like to stabilize the percentage the taxpayers pay, and thinks 2% is too low and would prefer 3%. Each percent represents about \$90,000, which is one teacher plus benefits or one furlough day. He would prefer the CAC to be separate; there has only been an oversight committee for the past 4 years. No one thinks we are mismanaging funds or overspending. We are at the national average in spending even though expenses here are higher. We are operating very efficiently. He would prefer a 6-year term but is happy with 8.

President Raushenbush is sick of cutting educational programs because of state funding. He does not think the need for local

funding will ever go away. Top schools spend \$18-20,000 per student and the district does a very good job. Anyone can see the salary schedule and information on the STRS pensions online. The District has cut compensation and post-retirement benefits but there is no way they can cut \$9.5 M (revenue from the parcel tax). The proposal for oversight means that sub-committee members will be on the BAC and will be educated on the budget. It is not different than the current committee and will be appointed by the Board and report to the Board. He does not favor a senior exemption, but believes people deserve certainly and an evergreen would give that. If it is term-limited, he would like 8 years with a small escalator. There will be a budget presentation at the December Board meeting. We are getting 77 cents on every dollar from the State and will be looking at cutting things next year. If we do have a longer term, we should have vote on the tax sooner because we need to have our budget certified three years ahead. This would give us three years in the bank, and County certification would not depend on the parcel tax or \$9.5 M in cuts.

Vice President Swenson would like a longer duration of 10-12 years but with an expiration date. Mr. Gadbois likes an 8-year term because, with the Prop. 30 sales tax increase lasting 4 years and income tax increase for 7, something new will happen. He also likes a shorter term to help maintaining institutional memory of the parcel tax campaigns. Mr. Tolles agrees with an 8-year term. As far as a senior exemption, he realizes SSI may not qualify every deserving individual, but he sees Prop. 13 as a huge exemption for those who have been here many years.

Summarizing, President Raushbush said it sounds like the consensus is an 8-year term with 2% escalator with an SSI exemption and oversight by a sub-committee of the BAC. Superintendent Hubbard explained that the actual vote will be at a Special Board meeting on November 28. The next BAC meeting will be held on December 6 at 3:30 p.m.

B. Approve Single Plans for Student Achievement

Assistant Superintendent Booker announced the presentation of the Single Plans for Student Achievement for the three elementary schools. California *Education Code*, Sections 41507, 41572, and 64001, and the Federal Elementary and Secondary Education Act (ESEA) require each school to consolidate all school plans for programs funded through the School and Library Improvement Block Grant, the Pupil Retention Block Grant, the Consolidated Application, and ESEA Program Improvement into the Single Plan for Student Achievement.

Mr. Booker praised the efforts and engagement of the school site councils, which include parents and teachers. The site council is charged with creating the single plan and developing measurable goals to guide each school. For example, the GATE Advisory Committee talked about how the goals relate to GATE students.

Carol Cramer, Wildwood Principal, and Jenny Lynn, Chair of Havens Site Council, presented the plans. Julie Valdez, Principal of Beach, was unable to attend due to a sick child. Ms. Lynn explained that the three elementary schools are working together more than ever and have developed common goals. She believes part of the usefulness of the Single Plan is that it includes measurable outcomes.

Cheryl Wozniak, Principal of Havens, explained the goals for 2012-13:

1. The first goal is to implement a comprehensive Tri-school English/Language Arts Program, continuing to utilize Reader's Workshop and emphasizing professional development and the achievement of concrete measurable goals.
2. The second goal emphasizes parent education and communication to share relevant information about school goals, events and issues, primarily related to the implementation of the Tri-School Language Arts curriculum. Part of this goal is to improve the elementary presence on the PUSD website.
3. The third goal is to establish a social and emotional curriculum for Grades K-5. Teachers will discuss and share the implementation of the *Second Step* program in Grades K-1, discuss the use of the *Welcoming Schools* curriculum and work with Teacher Librarians to identify texts that promote respect for diversity and integrate with the curriculum.

It was moved by Board Member Tolles, seconded by Vice President Swenson and unanimously approved to accept the Single Plans for Student Achievement for Beach, Havens and Wildwood Elementary Schools.

C. Approve Action Plan Aligned With 2012-13 District Goals; and Provide Direction If Needed

The District Goals for 2012-13 were adopted on September 27, 2012 and are provided within the Action Plan. The Action Plan has been developed by the administrative team to address the priorities identified by the Board. Given the resources of time and energy that will need to be dedicated to addressing the goals, as in past years the administrative team will strive to develop a realistic implementation plan.

Superintendent Hubbard said that for several years, the focus has been on developing a continuing learning community. We have narrowed in on the goals so it is possible for us to implement them. The plan was developed by the entire administrative team with a coordinated K-12 perspective. Anything new in the document is underlined and in italics. The document includes activities that are ongoing and those already completed have been removed. She explained that this is the first iteration and a more precise second draft will be brought back on the consent calendar.

Goal #1 – Adapt & Improve Educational Program Delivery: A new activity will be to publish a list of content areas in which common assessments are being applied. Continuing is the focus on World Language: after several years we will assess what we have done, what we are doing now and hope to do in the future. In reviewing implementation of changes in the Language Arts program, we will emphasize the tri-schools. At the high school, the focus is on service learning and we are considering requiring a senior project. Utilizing survey results to measure student outcomes and community satisfaction will include review of the results of the survey on the School Support Tax.

Goal #2 – Support Professional Growth & Instructional Effectiveness: The emphasis is on implementing evaluation tools for administrator evaluation, and focusing on common planning time, 95% of which is spent on Reader's Workshop at the tri-school level. Another focus is on the WASC review process at Millennium, which is very different than at PHS – much more intimate and individualized.

Goal #3 – Provide a Safe Learning Environment: The first action is

to increase awareness by students and staff of the importance of the annual notifications of rights and responsibilities, and as part of our tech plan, to educate parents regarding digital rights and responsibilities. In continuing the Diversity Education Advisory Committee, it will become a resource for educators to strengthen a culture of respect and inclusion. Another focus is to clarify an understanding of gender issues and sexual harassment.

Goal #4 – Cultivate a Dynamic Learning Community: We will add activities to increase communication with the entire Piedmont community and provide additional opportunities for parent participation.

Goal #5 – Develop & Implement a Sustainable Plan to Balance the Budget: We will work on a sustainable plan to balance the budget. We will know the Governor’s proposed budget in December, and will re-examine our budget assumptions. We will also work to develop a plan for Modernization Funds remaining after the close of the bond program.

Goal #6 – Invest In & Preserve School Facilities & Infrastructure: We will review the seismic bond program and close out the projects. We have an MOU with the city to receive payment of \$25/person for city programs that use our facilities and expect to develop a similar agreement with sports clubs. We are working to expand the District Technology Plan to include its effect on the curriculum.

At the end of the school year, we will give a report on our progress on the plan and present concrete examples of what we have accomplished.

INFORMATION/ANNOUNCEMENTS

None

CORRESPONDENCE

Ms. Swenson said she has received many thoughtful emails regarding the parcel tax. The Board received a letter from the Havens Parents Group requesting funds to restore the garden to pre-build size, and one comment on the FSL complimenting the administration for the way the situation was handled.

BOARD REPORTS

Board Member Tolles attended a Bond Steering Committee Meeting. He plans to attend a meeting from the Boy Scouts at which they are trying to communicate their policy on homosexuality. Mr. Gadbois and Mr. Raushenbush also plan to attend. Ms. Hubbard reminded them they can attend but cannot provide an opinion or position as a board member. Ms. Mohagen asked if the Scouts are using District facilities free of charge and Mr. Brady answered that they pay a fee for use of facilities.

Board Member Gadbois attended a School Support Tax Committee Meeting and met with high school football parents to discuss coaches, stipends and trainers.

Vice President Swenson attended a meeting of *Educate Our State* and a lot of Piedmont people were there. She heard Madeline Levine speak, attended an APCP Meeting, a meeting of the District Technology Committee, the Empty Nest Party and the Beach and Wildwood Parent Club meetings.

President Raushenbush attended a School Support Tax Committee Meeting, the Madeline Levine talk, the Empty Nest Party, the PMS Parent Council and the Piedmont Educational Foundation.

CONSENT CALENDAR

Board Member Gadbois moved to accept the items on the consent calendar, Board Member Tolles seconded the motion and it was

unanimously approved.

- A. Adopt Regular Board Meeting Minutes of October 24, 2012 Board Meeting
- B. Approve Monthly Financial Report of the District for October 2012
- C. Approve 2012-13 Budgetary Management Agreements Between the District and the Contra Costa County Office of Education/Regional Occupation Program
The agreements are for payment for ROP teachers for Journalism, Biotechnology & Lab, Sports Medicine and AP Environmental Science programs. The CCCOE provides the instructional materials, textbooks, software, and technology for classroom instruction.
- D. Approve Field Trip for sixteen students to participate in Junior State of America Convention in Santa Clara from November 17-18, 2012
- E. Approve Field Trip for Symphonic Band, Jazz Band and String Orchestra to perform at Heritage Festival Competition in Vancouver, B.C., Canada, from May 23-27, 2013.

FUTURE BOARD AGENDA ITEMS

- School Support Tax – Approve Final Resolution (Nov. 28)
- Review First Interim Financial Report (Dec. 12)
- Bond Program/State Modernization Funding Priorities (Jan.)
- Seismic Safety Program Budget Report (Jan.)
- Accept Closeout of Seismic Safety Program Projects: Havens School, PHS Quad/Library and Student Center Buildings, Wildwood and Beach Schools, Ellen Driscoll Playhouse (TBD)
- Facilities Use (TBD)
- Special Education Program (TBD)

Adjournment

There being no further business, and with no objection by the Board, President Raushenbush adjourned the meeting at 10:55 p.m.

RICHARD RAUSHENBUSH, Board President
Piedmont Unified School District
Board of Education

CONSTANCE HUBBARD
Secretary, Piedmont Unified School District
Board of Education

PIEDMONT UNIFIED SCHOOL DISTRICT

Council Chambers, City Hall

120 Vista Avenue

Piedmont, California 94611

MINUTES OF

Special Meeting of the Governing Board

November 28, 2012

CALL TO ORDER

Board President Richard Raushenbush called the meeting of the Board of Education to order at 7:03 p.m. and led the Board and audience in the Pledge to Allegiance.

ESTABLISHMENT
OF QUORUM

President Richard Raushenbush; Vice President Andrea Swenson and Board Members Sarah Pearson, Ray Gadbois and Roy Tolles were present.

Others Present at Regular Session

Superintendent Constance Hubbard
Michael Brady, Assistant Superintendent, Business Services
Randall Booker, Assistant Superintendent, Educational Services

ANNOUNCEMENTS

President Raushenbush asked for those who wish to speak to submit a speaker card. The only item on the agenda tonight is approval of Resolution 09-2012-13.

REVIEW AND ACTION ITEMS

- A. Approve Resolution 09-12-13
"Proposing a Qualified Special Tax and
Establishing Specifications of the
Election Order Measure A"

The Board is requested to approve the attached Resolution 09-2012-13 "Proposing a Qualified Special Tax and Establishing Specifications of the Election Order Measure A"

The Resolution calls for an election on March 5, 2013, to extend the authorization of the Board to levy the current School Support Tax as permitted in Measure B for eight years starting on July 1, 2014. The new Measure A will include an exemption for those eligible for Social Security Supplemental Security Income and an inflation growth rate of up to two (2) percent per year.

The public has had numerous opportunities to give feedback to the Board, including two previous Board meetings, parent club meetings, the Citizen's Advisory Committee (CAC) meeting, the Budget Advisory Committee (BAC) meeting and the Piedmont Educational Foundation meeting.

Superintendent Hubbard directed attention to the background packet, which includes the Guiding Principles used to guide the District in developing the budget. Our budget is fine for 2013-14 but in 2014-15, the \$1.5 M deficit reappears. Because Prop. 30 passed, the deficit appears a year later. The \$1.5M is a defined gap between expenditures and revenues; expenses are staying relatively flat and revenue continues to lag behind. The Legislative Analyst suggests we should not anticipate midyear cuts for the next four years. What remains a problem is the 22% deficit factor: for every \$1 we are owed by the State, we collect about 78¢. An increase is possible if there is an increase in the Cost-of-Living-Adjustment.

There have been questions about the oversight committee. Everyone is welcome to volunteer--the only restriction is that members must be taxpaying residents and not employees of the school district. On December 6 at 3:30 p.m., the Budget Advisory Committee will be reviewing the First Interim Budget and the public is urged

NOT APPROVED

Regular Meeting Minutes of
November 28, 2012
Page 1 of 5

to attend.

Other questions involve the way the parcel tax is assigned. It has been done this way for the past 27 years. Some have asked if it could be a flat amount per parcel or by square footage; there are issues with both proposals. The parcel tax needs to guarantee at least the opportunity to receive \$9.5M in funding. For a flat tax, the amounts would be \$2,300 per parcel, which is regressive in that it raises the rate for smaller parcels and lowers it dramatically for larger parcels. There are roughly 4,000 parcels in Piedmont and about 25% are less than 5,000 s.f., 50% are 5-10,000 s.f., 20% are larger parcels and the remainder are multi-unit and commercial property.

One question is if the tax meets the IRS criteria for deductibility. Special taxes do not qualify. A special tax has to do with special districts within a district, e.g., special lighting districts, and this is not a special tax. We have been advised by our attorney that this tax meets the IRS guidelines for deductibility.

The Board has the possibility of raising Measure B by 5% for 2013-14. If the 5% escalator goes into effect in 2013-14, the tax would be at the same rate in 2014-15. In 2015-16 any escalator would have to be voted in by the Board.

Tonight's vote is on the resolution and if there are small wording changes tonight, we have the authority to make them prior to the vote - and to incorporate them in the resolution to be filed at the Registrar of Voters.

President Raushenbush thanked the community, the planning committee and the committee chairs for communicating the feedback to the board. Tonight is the last opportunity for public comments. He has been responding to questions from the Piedmont Civic Association. The School Support Tax Subcommittee (SSTS) provides for volunteers to oversee the tax. Members will be drawn from the BAC and can set their own meeting times. Two Board members will participate and the committee will present a report and recommendation to the Board. Some people were concerned about possible conflict of interest if former employees serve on the committee. This committee has nothing to do with pension rates, post-retirement medical benefits, union negotiations, or how employees are reimbursed. The Board is responsible for deciding the levy after receiving recommendations from the SSTS committee. The Board will develop a charge to the committee; Mr. Raushenbush has suggested adding two sentences: *"The Board will adopt the specific charge of the School Support Tax Advisory Subcommittee after March 5, 2013, after two public hearings at Regular School Board meetings. Any change to the charge of the Subcommittee will require public hearings at Regular Board meetings and must be approved by the Board"*

Board Member Tolles said the Board has not really discussed a flat tax or charge per square foot. This seems similar to *ad valorem*; some districts have adopted it anyway. A flat rate means those with smaller parcels pay more.

President Raushenbush explained that the SSI Exemption excludes home and car and a certain level of income; it looks at level of wealth.

George Childs, resident, expressed his approval that the tax is not permanent and is capped at 2% escalator. He thinks the SSI

exemption is somewhat meaningless and is disappointed that the CAC will not exist as a separate entity as it may reduce public input. He is glad there is legal information to substantiate the deductibility of the tax. He would like to see language to rescind the tax if the IRS rules it is non-deductible.

Ken Jensen, resident and member of the Citizens; Advisory Committee to the Parcel Tax (CAC) thinks the advisory committee should be its own committee and not subordinate under the BAC. The CAC is a useful independent taxpayer committee that reports directly to the Board; the BAC is more a debating group with a variety of interests. He agrees with everything else.

Eva Denes, resident, believes there is no justification for a tax at this time, that the exemption is unrealistic and the oversight contains a conflict of interest. She wondered if the tax is premature since Prop. 30 kicks money back to the community. Looking at the budget, she sees that the \$12M shortfall was reduced by half, and concludes that the district seems to have plenty of money. Does the continuation of a parcel tax mean double taxation? Superintendent Hubbard explained that Measure B expires in June of 2014 and Measure A will begin in July of 2014.

Jim McCrea, resident, believes the way the rate is structured is inequitable and that the IRS definition of "like rate" means using the same criteria irrespective of size. West Contra Costa and Los Angeles recently passed measures that base the rate on a per square foot amount. He would like us to do as much as possible to maintain deductibility by following IRS guidelines.

Gregory Jurin, resident, has several concerns. He would like to see the rate based on square footage of property rather than lot size, to guarantee IRS deductibility in the long run, to include a senior and low income exemption and maintaining a separate committee. He believes the current resolution would raise unrestricted funds while previously funds were restricted to lowering class size, technology and other specific programs spelled out in the resolution. The resolution should address possible changes in IRS rules and if more money comes in from the State. How are split parcels taxed and can students living on them attend Piedmont schools?

Helen Steers, resident, wants the Board to consider senior citizens, who should not have to leave their homes because of the parcel tax. Other communities give senior exemptions and base the tax rate on square footage. She does not think this tax is fairly distributed.

Jon Elliott, a member of the CAC, has pushed independent oversight for the past seven years. Independence came in part from the structure of the committee and in part from the individual members. Having poured over the resolution in detail, he is of the opinion there is plenty of possibility for independent oversight; the structure is in place.

Rick Schiller, citizen, does not think a flat tax is fair. The intent of his letter is to question the equitability and deductibility of a "like-rate" tax based on square footage of dwelling. Los Angeles, West Contra Costa County and Alameda have passed such taxes. He is not questioning the amount, but the distribution. He believes the district could have a 50% senior exemption and it would not cost that much.

Doug Ireland, Co-Chair of the School Support Tax Planning Committee, invited everyone to the kickoff campaign at his house Friday night at 5:30 p.m. Listening to the discussion makes him appreciate

the challenge of developing something to address the multiple concerns in the community. The role of administration is difficult, trying to budget in an environment with no reliable funding. In 1982 our funding was above average and today it is close to \$3,000 below the national average. In the course of the campaign, each of the questions that came up will be addressed: What is fair? Why do we do it this way? He looks forward to speaking with anyone about the tax and explaining why this works in the special community that is Piedmont.

President Raushenbush appreciated the comments from Ken Jensen, Jon Elliot and George Childs, all members of the CAC, and believes independence of the committee is not a problem just because they attend BAC; they will still report directly to the Board. As far as guaranteeing deductibility, we cannot guarantee the law or Federal actions, and adding that we would rescind the tax if deductibility ends would create huge budget uncertainty. He understands the desire for a senior exemption but realizes it would increase the burden for the rest because it would exempt a large number of properties. It all comes back to our goal: to support public education.

Vice President Swenson wishes we could have a more meaningful low-income exemption. The change in the oversight committee was not done to create opacity, it was done to improve the oversight committee.

Board Member Pearson appreciates the thoughtful letters and suggestions received by the Board. She is optimistic that the new oversight committee will be thoughtful and well informed. While the structure of the tax is not perfect, those on smaller lots pay less. She wishes we could reduce the burden on seniors and wonders if the taxes can be deferred. The Superintendent said it is possible although the application for tax relief through the County was rescinded. Ms. Pearson is glad for the 2% escalator.

Board Member Gadbois appreciates the concept of compromise that went into this measure, balancing the needs of the schools and the various requests and needs of the community. This proposal takes the middle ground: it is not permanent nor can it be construed as an *ad valorem* tax. It is currently deductible and we does not subject the quality of our schools to its deductibility. Property taxes vary based on the length of ownership and can vary up to ten times. It would be good to find a different needs-based exemption but this is a first step. Every year the Board will review the conditions and if they change, they will hear from the community and consider many opinions. The Board could vote to reduce the levy.

Board Member Tolles said his preference was to leave the resolution in the same form. His concern about the subcommittee is that requiring attendance at the BAC may eliminate some who cannot make daytime meetings. He believes that while there is no senior exemption, Prop. 13 does provide some relief for seniors. There are a number of ways to look at inequity. If you live in Piedmont, you can send your kids to the schools. He would not know how to propose to eliminate the inequity. He received many emails from people who wanted to evergreen the tax. He was opposed to 0% and would prefer a 3% escalator, which is close to inflation.

President Raushenbush agrees with the comments. It is a compromise for the community and a necessity for students. If things change we have the ability each year to not levy the tax.

Superintendent Hubbard clarified several points. The parcel tax funds are not unrestricted; by law they cannot be general purpose. Their purpose is to fund the same programs supported by Measure B: *“To prevent local school funding from expiring and to maintain the quality of Piedmont's schools, to attract, train and retain qualified teachers, to protect programs in math, science and technology, to continue funding for music, visual and performing arts programs, and to keep textbooks and instructional technology up-to-date.”*

In regard to split parcels, there are numerous such parcels since Piedmont is drawn along old water lines. Those on split parcels get two tax bills. As long as they have an Assessor's Parcel Number in Piedmont, they pay parcel taxes in Piedmont and can attend school in Piedmont without permission from Oakland.

President Raushenbush asked what equity is: What do people get with the funds? His answer is that they get the opportunity for their children to attend our schools, no matter what size their lot. The structure of the tax is progressive and is counterbalanced by Prop. 13, which provides lower rates to longtime owners. There is no perfect answer.

The Board discussed the timing of developing the charter to the School Support Tax Subcommittee. The suggestion was made to change to a “no later than” date and the Board agreed that the resolution should be amended to read “The Board will adopt the specific charge of the School Support Tax Advisory Subcommittee no later than May 5, 2013 after two public hearings at Regular School Board meetings” (amended text underlined.).

A motion was made by Board Member Tolles and seconded by Board Member Pearson to approve the resolution as amended. The motion passed as follows:

AYES: Raushenbush, Swenson, Pearson, Gadbois, Tolles,
NOES: None
ABSENT: None
ABSTAIN: None

INFORMATION/ANNOUNCEMENTS

Adjournment

None

There being no further business, and with no objection by the Board, President Raushenbush adjourned the meeting at 8:45 p.m.

RICHARD RAUSHENBUSH, Board President
Piedmont Unified School District
Board of Education

CONSTANCE HUBBARD
Secretary, Piedmont Unified School District
Board of Education

ROUTE TO THE GOVERNING BOARD

FROM 11/01/2012 TO 11/30/2012
UNAPPROVED TRANSACTIONS INCLUDED

Fund :01 General Fund

SUMMARY BY Object	WORKING BUDGET	EXPENDED/RECEIVED			%	ENCUMBERED	UNENCUMBERED	
		CURRENT	YEAR TO DATE				BALANCE	%
80xx Revenue	13,508,470.00	8,037.35	1,303,526.39	9.6	0.00	12,204,943.61	90.3	
81xx FEDERAL REVENUE	654,293.00	0.00	44,340.56	6.7	0.00	609,952.44	93.2	
82xx OTHER FEDERAL REVENUE	81,621.00	0.00	0.00	.0	0.00	81,621.00	100.0	
83xx OTHER STATE REVENUE	167,419.00	1,096.00	13,674.00	8.1	0.00	153,745.00	91.8	
84xx OTHER STATE REVENUE	674,512.00	0.00	168,683.00	25.0	0.00	505,829.00	74.9	
85xx OTHER STATE REVENUE	1,535,832.00	12,639.00	319,432.28	20.7	0.00	1,216,399.72	79.2	
86xx OTHER LOCAL REVENUE	11,850,851.00	279,691.30	1,696,774.45	14.3	0.00	10,154,076.55	85.6	
87xx OTHER TRANSFER IN	1,056,098.00	51,871.00	248,602.00	23.5	0.00	807,496.00	76.4	
89xx INTERFUND TRANSFER IN	244,343.00	0.00	0.00	.0	0.00	244,343.00	100.0	
TOTAL: 8xxx	29,773,439.00	353,334.65	3,795,032.68	12.7	0.00	25,978,406.32	87.2	
11xx Certificated Salaries	12,279,050.00	1,123,447.30	4,547,670.48	37.0	0.00	7,731,379.52	62.9	
12xx Counselors/Psych/Nurse/Librari	1,216,355.00	100,752.47	404,399.73	33.2	0.00	811,955.27	66.7	
13xx Cert Salaries-Admin/Supervisor	1,613,965.00	130,846.82	660,763.43	40.9	0.00	953,201.57	59.0	
19xx Other Certificated Salaries	388,710.00	35,909.82	145,001.28	37.3	0.00	243,708.72	62.6	
TOTAL: 1xxx	15,498,080.00	1,390,956.41	5,757,834.92	37.1	0.00	9,740,245.08	62.8	
21xx Class Sal/Instructional Aide	2,281,121.00	223,342.42	675,137.94	29.5	0.00	1,605,983.06	70.4	
22xx Classified Support Salaries	1,162,498.00	93,833.15	489,215.07	42.0	0.00	673,282.93	57.9	
23xx Class Sal/Administrator/Superv	96,425.00	11,145.75	48,855.37	50.6	0.00	47,569.63	49.3	
24xx Class Sal/Clerical&Othr Office	1,208,650.00	107,821.62	490,834.75	40.6	0.00	717,815.25	59.3	
29xx Other Classified Salaries	144,026.00	4,241.37	14,332.66	9.9	0.00	129,693.34	90.0	
TOTAL: 2xxx	4,892,720.00	440,384.31	1,718,375.79	35.1	0.00	3,174,344.21	64.8	
31xx STRS	1,286,665.00	110,877.58	13,940.91	1.0	0.00	1,272,724.09	98.9	
32xx PERS	475,915.00	41,865.87	96,183.42	20.2	0.00	379,731.58	79.7	
33xx SOCIAL SECURITY	572,880.00	51,833.49	289,608.89	50.5	0.00	283,271.11	49.4	
34xx HEALTH & WELFARE	3,166,487.00	296,347.25	1,324,304.20	41.8	0.00	1,842,182.80	58.1	
35xx STATE UNEMPLOYMENT INSURANCE	223,025.00	20,163.87	62,101.40	27.8	0.00	160,923.60	72.1	
36xx WORKERS COMPENSATION INSURANCE	381,165.00	18,330.66	199,509.43	52.3	0.00	181,655.57	47.6	
37xx OPEB	470,818.00	57,246.18	205,597.03	43.6	0.00	265,220.97	56.3	
38xx PERS REDUCTION	41,225.00	8,037.35	33,113.07	80.3	0.00	8,111.93	19.6	
TOTAL: 3xxx	6,618,180.00	604,702.25	2,224,358.35	33.6	0.00	4,393,821.65	66.3	
41xx Approved Textbooks	209,039.00	7,332.53	74,533.78	35.6	2,966.04	131,539.18	62.9	
42xx Books and Othr Ref Materials	24,725.00	302.97	13,324.96	53.8	771.83	10,628.21	42.9	
43xx Materials and Supplies	878,901.00	73,932.16	387,512.79	44.0	72,963.89	418,424.32	47.6	
44xx Non-Capitalized Equipment	18,395.00	4,528.59	11,749.43	63.8	3,667.06	2,978.51	16.1	
TOTAL: 4xxx	1,131,060.00	86,096.25	487,120.96	43.0	80,368.82	563,570.22	49.8	

ROUTE TO THE GOVERNING BOARD

FROM 11/01/2012 TO 11/30/2012
UNAPPROVED TRANSACTIONS INCLUDED

Fund :01 General Fund

SUMMARY BY Object	WORKING BUDGET	EXPENDED/RECEIVED			%	ENCUMBERED	UNENCUMBERED	
		CURRENT	YEAR TO DATE				BALANCE	%
52xx Travel and Conference	52,221.00	1,415.54	23,464.17	44.9	15,956.72	12,800.11	24.5	
53xx Dues and Memberships	17,200.00	4,552.44	14,608.84	84.9	0.00	2,591.16	15.0	
54xx INSURANCE	137,518.00	105.00	68,417.97	49.7	68,556.00	544.03	.3	
55xx Operation and Housekeeping Svc	431,090.00	38,880.34	162,875.85	37.7	4,407.92	263,806.23	61.1	
56xx Rntls,Leases,Repair,Noncapital	276,546.00	13,579.93	100,837.17	36.4	151,339.22	24,369.61	8.8	
58xx Prof/Consulting Svcs/Operating	2,136,185.00	68,934.71	537,195.62	25.1	1,227,256.59	371,732.79	17.4	
59xx Communications	104,150.00	5,384.27	47,912.94	46.0	50,510.66	5,726.40	5.4	
TOTAL: 5xxx	3,154,910.00	132,852.23	955,312.56	30.2	1,518,027.11	681,570.33	21.6	
TOTAL: 1xxx - 5xxx	31,294,950.00	2,654,991.45	11,143,002.58	35.6	1,598,395.93	18,553,551.49	59.2	
73xx DIRECT SUPPORT/INDIRECT COST	120,000.00-	0.00	120,000.00-	.0	0.00	0.00	100.0	
76xx INTERFUND TRANSFER/OTHER USES	30,000.00	0.00	0.00	.0	0.00	30,000.00	100.0	
TOTAL: 7xxx	90,000.00-	0.00	120,000.00-	.0	0.00	30,000.00	100.0	
TOTAL: 1xxx - 7xxx	31,204,950.00	2,654,991.45	11,023,002.58	35.3	1,598,395.93	18,583,551.49	59.5	

ROUTE TO THE GOVERNING BOARD

FROM 11/01/2012 TO 11/30/2012
UNAPPROVED TRANSACTIONS INCLUDED
Summary

Fund :01 General Fund

SUMMARY BY Object	WORKING BUDGET	EXPENDED/RECEIVED		%	ENCUMBERED	UNENCUMBERED	
		CURRENT	YEAR TO DATE			BALANCE	%
TOTAL INCOME (8000 - 8999)	29,773,439.00	353,334.65	3,795,032.68	12.7	0.00	25,978,406.32	87.2
TOTAL: 1xxx - 5xxx	31,294,950.00	2,654,991.45	11,143,002.58	35.6	1,598,395.93	18,553,551.49	59.2
TOTAL: 1xxx - 6xxx	31,294,950.00	2,654,991.45	11,143,002.58	35.6	1,598,395.93	18,553,551.49	59.2
TOTAL: 1xxx - 7xxx	31,204,950.00	2,654,991.45	11,023,002.58	35.3	1,598,395.93	18,583,551.49	59.5
TOTAL EXPENSES (1000 - 7999)	31,204,950.00	2,654,991.45	11,023,002.58	35.3	1,598,395.93	18,583,551.49	59.5

PIEDMONT UNIFIED SCHOOL DISTRICT

Piedmont, CA 94611

December 5, 2012

TO: Members of the Governing Board

FROM: Constance Hubbard

SUBJECT: Warrant List

Approval is recommended for the following invoice warrants:

DATE	PAGES	GENERAL FUND	ADULT EDUCATION FUND	CAFETERIA FUND	DEFERRED MAINTENANCE FUND	BUILDING FUND	CAPITAL FAC SPEC RESERV FUND	STATE SCHOOL FACILITIES FUND
09/04/12	128 - 139	\$ 401,028.45	\$ 33.24	\$ -	\$ -	\$ 50,028.82	\$ 3,085.00	\$ 508,712.00
09/06/12	140 - 148	\$ 28,604.19	\$ 15.06	\$ -	\$ 6,000.00	\$ 9,838.89	\$ -	\$ 49,850.00
09/07/12	149 - 152	\$ 889.51	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,700.00
09/10/12	153 - 160	\$ 55,091.73	\$ -	\$ -	\$ -	\$ 779.49	\$ -	\$ 1,850.37
09/12/12	161 - 168	\$ 50,529.44	\$ 156.49			\$ 4,401.82		\$ 15,016.70
09/14/12	169 - 178	\$ 52,235.65	\$ 582.47	\$ -	\$ -	\$ 4,485.00	\$ -	\$ -
09/18/12	179 -185	\$ 57,714.98	\$ -	\$ -	\$ -	\$ 375.00	\$ -	\$ -
09/21/12	186 - 190	\$ 29,547.94	\$ -	\$ -	\$ -	\$ 3,040.00	\$ -	\$ -
09/24/12	191 - 196	\$ 220,417.49	\$ -	\$ -	\$ -	\$ 9,000.00	\$ -	\$ -
09/25/12	197 - 200	\$ 1,391,733.95	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,740.78
10/01/12	201 - 212	\$ 387,836.29	\$ 525.51	\$ -	\$ -	\$ 963.39	\$ -	\$ 74,009.41
10/03/12	213 - 220	\$ 82,170.72	\$ -	\$ -	\$ -	\$ 15,824.37	\$ -	\$ 1,747.36
10/05/12	221 - 229	\$ 59,189.33	\$ 300.00	\$ -	\$ -	\$ 5,811.23	\$ -	\$ 22,909.22
10/09/12	230 - 238	\$ 25,276.42	\$ 137.21	\$ -	\$ -	\$ 11,428.64	\$ -	\$ 50,329.76
10/10/12	239 - 247	\$ 76,170.94	\$ 192.05	\$ -	\$ 11,646.88	\$ 7,875.00	\$ -	\$ -
10/12/12	248 - 255	\$ 14,719.90	\$ 430.86	\$ -	\$ -	\$ 811.26	\$ -	\$ 16,008.10
10/16/12	256 - 268	\$ 45,991.66	\$ 109.45	\$ -	\$ -	\$ 3,000.00	\$ -	\$ 233,230.00
10/17/12	269 - 272	\$ 43,739.71	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10/22/12	273 - 283	\$ 30,917.06	\$ 710.00	\$ -	\$ 7,725.00	\$ 19,374.17	\$ -	\$ 89,123.64
10/23/12	284 - 290	\$ 141,469.28	\$ 101.00	\$ -	\$ -	\$ -	\$ -	\$ 2,611.00
10/25/12	291 - 298	\$ 1,429,774.41	\$ 80.00	\$ -	\$ -	\$ -	\$ -	\$ 2,624.79
10/26/12	299 - 304	\$ 12,753.55	\$ -	\$ -	\$ -	\$ 276.84	\$ -	\$ 622,779.81

PIEDMONT UNIFIED SCHOOL DISTRICT

Piedmont, California

December 12, 2012

TO: Members of the Board of Education
FROM: Constance Hubbard, Superintendent
SUBJECT: Personnel Action

SUBJECT TO BOARD APPROVAL

Employment: Certificated

Aileen Finney Effective 8/20/12	4 th Grade Teacher 1.0 FTE Temporary	Havens
Diana Miller Effective 12/3/12	Math Teacher .2 FTE Temporary (1.0 FTE Total Assignment)	PMS
Kaitlyn Riddle Effective 11/26/12	Core 7 Teacher/Drama .2 FTE Temporary (1.0 FTE Total Assignment)	PMS
Jill Wharton Effective 11/14/12	Core 7 Teacher – LT Substitute .8 FTE Temporary	PMS

Employment: Certificated Continuing Employees–Change in Status Effect. 2012-13 School Yr

Sara Baskin Effective 8/13/12	Psychologist 1.0 FTE Temporary to 1.0 FTE First Year Probationary	District
Craig Best Effective 8/20/12	Resource Specialist 1.0 FTE Temporary to 1.0 FTE First Year Probationary	PMS
Ken Brown Effective 8/20/12	Social Science Teacher .6 FTE Temporary to .6 FTE Tenured (1.0 FTE Total Tenured)	PHS/MHS
Kech Carera Effective 8/20/12	Counselor .4 FTE Temporary to .4 FTE Tenured (1.0 FTE Total Tenured)	PMS

**Board of Education Meeting
Personnel Action List
December 12, 2012
Page 2 of 5**

Charles Goodson Effective 8/20/12	Math Teacher 1.0 FTE Temporary to 1.0 FTE First Year Probationary	PMS
Stephanie Griffin Effective 8/20/12	Site Tech Coordinator .1 FTE Temporary to .1 FTE Tenured (1.0 FTE Total Tenured)	PMS/District
Korynne Headley Effective 8/20/12	Resource Specialist 1.0 FTE Temporary to 1.0 FTE Second Year Probationary	PHS
Jocelyn Kelleher Effective 8/20/12	Core 6 Teacher .2 FTE Temporary to .2 FTE Tenured (1.0 Total Tenured)	PMS
Michelle Kerwin Effective 8/20/12	Core 6 Teacher .8 FTE Temporary to .8 FTE Second Year Probationary	PMS
Sarah Kingston Effective 8/20/12	Math/Science Enrichment .2 FTE Temporary to .2 FTE Tenured (.8 FTE Total Tenured)	Wildwood
Kim Lipkin Effective 8/20/12	Core 6 Elective Teacher .2 FTE Temporary to .2 FTE Tenured (.7 FTE Total Tenured)	PMS
Glen Melnik Effective 8/20/12	Science/Math Teacher .2 FTE Temporary to .2 FTE Tenured (1.0 FTE Total Tenured)	PHS
Diana Miller Effective 8/20/12	Math Teacher .8 FTE Temporary to .8 FTE Second Year Probationary	PHS
Sara Plowman Effective 8/16/12	Special Day Class Teacher 1.0 FTE Temporary to 1.0 FTE First Year Probationary	PHS

**Board of Education Meeting
Personnel Action List
December 12, 2012
Page 3 of 5**

Marcela Privat-Gilman Effective 8/20/12	Spanish Teacher 1.0 FTE Temporary to 1.0 FTE Second Year Probationary	MHS/PHS
Suzanne Randick Effective 8/20/12	Resource Specialist .8 FTE Temporary to .8 FTE Second Year Probationary	PMS
John Savage Effective 8/20/12	Science Teacher 1.0 FTE Temporary to 1.0 FTE First Year Probationary	PHS
Ben Spencer Effective 8/20/12	Fourth Grade Teacher 1.0 FTE Temporary to 1.0 FTE First Year Probationary	Beach
Peter Vallejo Effective 8/20/12	Science Teacher 1.0 FTE Temporary to .8 FTE First Year Probationary .2 FTE Temporary	PMS
Jamie Van Kleeck Effective 8/20/12	Core 7 Teacher 1.0 FTE Temporary to 1.0 FTE First Year Probationary	PMS
Giena Vogel Effective 8/20/12	Kindergarten Teacher 1.0 FTE Temporary 1.0 FTE First Year Probationary	Havens
<u>Resignation: Certificated</u>		
Jennifer Diggins Effective 12/6/12	Psychologist 1.0 FTE	District
<u>Retirement: Certificated</u>		
Martha Morrow Effective 12/31/12	Fourth Grade Teacher 1.0 FTE	Havens

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**Retirement
Classified**

Susan Pinarcik Effective 12/31/12	Adult Ed Admin 1.0 FTE	Adult Ed
Shamsun Edun Effective 12/31/12	Fiscal Services Asst 1.0 FTE	DO
Don Zottola Effective 12/31/12	Grounds Keeper Gardner 1.0 FTE	DO

Extra Compensation

Dan Chubbock Effective 11/7/12	Varsity Girls Soccer Coach	PHS
Ken Evans Effective 11/7/12	Varsity Girls Asst Basketball Coach	PHS
Nina Freitas Effective 11/7/12	JV Girls Asst Soccer Coach	PHS
Bryan Gardere Effective 11/7/12	Varsity Girls Basketball Coach	PHS
Bryan Gardere Effective 11/7/12	JV Girls Asst Basketball Coach	PHS
Everett Herbert Effective 11/7/12	Frosh Boys Asst Basketball Coach	PHS
Joel Higgins Effective 11/7/12	JV Boys Asst Soccer Co-coach	PHS
John Kirby Effective 11/7/12	JV Boys Basketball Coach	PHS
Chris Lavdiotis Effective 11/7/12	Varsity Boys Basketball Coach	PHS
Scott Mills Effective 11/7/12	JV Boys Asst Basketball Coach	PHS
Cameron Quick Effective 11/7/12	Varsity Boys Asst Basketball Coach	PHS
David Villalobos Effective 11/7/12	Varsity Boys Soccer Coach	PHS
Marcus Watson Effective 11/7/12	Varsity Girls Asst Soccer Coach	PHS

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Steve Wuebbens
Effective 11/7/12

Frosh Boys Basketball Coach

PHS

Rory Oconner
Effective 11/7/12

JV Boys Soccer Coach

PHS

Tony Sirvigsa
Effective 11/7/12

JV Boys Soccer Coach

PHS

PIEDMONT UNIFIED SCHOOL DISTRICT

ACTION PLAN FOR 2012-13 DISTRICT GOALS

OUR COMMITMENTS as a public school system:

- We are committed to cultivate a learning community where students are engaged in their learning, strive for excellence, and are supported to achieve to their fullest potential.
- We are committed to providing a safe, nurturing learning environment where every member of the Piedmont schools feels respected. We strive to increase everyone's sense of inclusion in our community. Our practice of safety and inclusion begins with our policy of prohibiting discrimination on the basis of age, disability, ethnicity, gender, language, marital status, nationality, race, religion, sexual orientation, and socioeconomic status.
- We are committed to foster a comprehensive educational program that equips students to live in a diverse and changing world.
- We are committed to advance the commitments, vision, and goals of our school system by:
 - working collaboratively
 - allocating and effectively managing limited resources

OUR VISION

Our vision for "Shaping Our Future" is rooted in six major themes.

1. Supporting Academic Excellence

By creating a breadth and depth of engaging learning opportunities for all students, continue to inspire, teach, and support students of all levels of learning to: acquire mastery of the California content standards; cultivate critical thinking skills; and achieve to one's fullest potential

2. Maximizing Individual Potential

Recognizing that each student has unique passions, motivations, and strengths, help students to individualize their education and achieve to their fullest potential.

3. Developing Resilience

Create a culture of learning in the schools, where students feel safe taking risks, being flexible, innovative, and adaptable, and taking on new challenges. In addition to following students through assessments and benchmarks, offer social skills

development and counseling support, so students are prepared to meet real world challenges in their lives with resilience.

4. Promoting Program Adaptability

With an emphasis on continuous growth and effective communications, reflect on the relevance and effectiveness of educational programs in a rapidly changing world in order to create learning opportunities that are comprehensive, innovative, dynamic, and sustainable.

5. Cultivating A Global Citizenry

Cultivate students to become engaged and responsible citizens in the larger global community.

6. Building K-12 Community

Develop collaborations across groups in the K-12 educational community to stay informed and to participate in the development and maintenance of programs and practices that support the District's commitments, vision, and goals.

GOALS – TACTICS – ACTIVITIES

Following are the Board approved goals that reflect the vision and commitments for the Piedmont District for 2012-13 and into the future. The tactics reflect the key areas of focus for the 2011-12 school year to support the goals. The activities describe how the tactics are put into practice at the implementation level (site and/or District) to support the goals.

#1 – Adapt & Improve Educational Program Delivery: Continuously adapt and improve program delivery in collaboration with administration, staff, employee groups, support groups, parents, and the community, so that we can continue to provide a comprehensive educational program for all students that supports academic excellence, maximizes individual potential, and cultivates global citizenship.

Tactics:

1. Expand the use of student assessment data as one of the measures of student learning.
 - o Activities:
 - Analyze standardized test data including STAR, SAT, ACT and Advanced Placement (AP) to inform teachers of trends relative to student outcomes for the purpose of improving instruction.
 - Expand the use of teacher-developed common assessment tools to inform instructional practice. Include tools that are both formative and summative to improve instruction for enhanced student outcomes. *Publish the list of content areas/grade levels in which common assessments are applied in 2012-13 and those planned for 2013-14.*

- Provide professional development for staff in the use of Data Director and Infinite Campus student data systems to support the development and analysis of data.
- 2. Review of World Language program as the curriculum area of focus for the District for the next two years.
 - Activities:
 - School Site Councils to review current scope and sequence of offerings in the District.
 - Alternatives to the current scope and sequence that starts in grade seven to be reviewed and recommendations for changes to be implemented in 2013-14 presented.
 - Staff to review materials for adoption with the understanding that materials used for each level to be the same at PHS, MHS and PMS.
 - PHS/MHS to explore offering two course options for Spanish beyond completion of UC/CSU requirements. One course will emphasize advanced conversational Spanish while the other prepares for completion of AP Spanish.
 - Explore opportunities to support World Language opportunities available outside of the District. Tri-school to coordinate language programming for students in grades K-5 with available after-school resources.
 - Provide opportunities for parent and community engagement in the discussion of World Language as a part of the student offerings in the District that support the Shaping Our Future themes.
- 3. Review the progress of the changes in the K-12 Language Arts program that was implemented as part of the curriculum review process in 2009-10 and 2010-11.
 - Activities:
 - Emphasis at tri-school for “Readers Workshop” and “Word Work Curriculum Development” for common planning time (CPT) K-5.
 - Review and augment as needed services for students who are designated as English Learners.
- 4. Support efforts to expand opportunities for students to engage in service learning as part of the regular school day and after school/summer.
 - Activities:
 - Support teachers in the continuation, and development and implementation of hands on-learning experiences including the annual trip to Marin Headlands, the Glean-A-Thon, the site garden programs, ASCIE summer program, E-soccer, and solar projects.
 - Pursue grants and partnerships to expand student opportunities.
 - Provide professional development to staff as to how to improve student outcomes in the core curriculum areas through service learning and inter-disciplinary projects. Consider implementation of Senior Project as a requirement for all seniors in high school.
- 5. Identify and collect base-line data to develop longitudinal system for measuring student outcomes and satisfaction with Piedmont Unified School District as a K-12 public school system serving the Piedmont community.
 - Activities:

- Conduct community and parent surveys in current year to compare information collected from the comprehensive survey conducted in 2009.
- Continue collecting information from graduates as to preparedness for “life after high school graduation” (college, work, technical training, military)
- Review **and report** survey results from School Support Tax poll to measure parent satisfaction with services for their students throughout the K-12 system.

#2 – Support Professional Growth & Instructional Effectiveness: With a focus on supporting student growth through an effective instructional program, work in collaboration with administration and employee groups to enhance evaluation, training, and compensation systems in order to attract and sustain a quality professional staff for all students within budget limitations.

Tactics:

1. Continue to support the implementation of the evaluation tools developed by the joint APT/District Evaluation Committee. Adapt the tools and protocols developed for the evaluation of teachers for the evaluation of administrators.
 - Activities:
 - Pursue grants to support professional development for all certificated staff
 - Implement parallel protocols for administrative evaluation.
 - Evaluation Committee to meet to address concerns/practices in first year of implementation of the teacher evaluation system.

2. Continue to provide common planning time for teachers/staff to collaborate and form/strengthen Professional Learning Communities as part of the culture.
 - Activities:
 - Provide opportunities for teachers to observe and share successful practices in the delivery of instruction between and within school sites/grade levels.
 - Staff to participate in PUSD Gifted & Talented (GATE) Certification Training.
 - Continue support of teachers pursuing National Board Certification
 - Paraeducators will participate in professional development activities sponsored by the Special Education Local Planning Area (SELPA) of which Piedmont is one of five participating districts (Alameda, Berkeley, Albany, Emery are the other four)

3. Support site and District review mandates:
 - Activities:
 - MHS to complete WASC review process with a goal of receiving full accreditation.
 - Special Education program to complete State review/audit for compliance
 - Complete credentials-audit by Alameda County to assure compliance.

#3 – Provide a Safe Learning Environment: Provide students with a safe and healthful learning environment where respect, inclusion, resilience, responsible citizenship, self discipline, and personal responsibility are thoughtfully practiced.

Tactics

1. Board Policies and Administrative Regulations reflect the expectations that all students and staff are in a safe and healthful learning environment.
 - Activities:
 - Review Board Policies on Philosophy, Strategic Plan/Mission Statement and Harassment (Discrimination/Hate-Motivated Incidents and Hate Crimes/Hazing/Harassment (Including Sexual Harassment), Intimidation, Bullying and Cyberbullying)
 - Insure all Administrative Regulations support Policies and reflect practice.
 - Increase awareness by students and staff for the annual notifications on rights and responsibilities.
 - Increase instruction on Technology Digital Rights and Responsibilities

2. Continue the Diversity Education Advisory Committee (formerly Diversity Respect Task Force) to facilitate/strengthen culture of respect, inclusion and diversity education.
 - Activities:
 - Implementation of pilot “Welcoming Schools” and “Second Step” lessons at each grade level, K-5.
 - PHS to implement programs from the Positive Coaching Alliance for improved education on sportsmanship for student-athletes, coaches and parents.
 - Facilitate meetings with staff and Piedmont Police Department to develop expectations for roles and responsibilities relative to student behaviors at school and at after school activities.
 - Expand student opportunities like Diversity Day at PMS to include PHS/MHS and a review of curriculum materials that reflect contributions of diverse populations to society.

3. Maintain services K-12 to students to support personal responsibility, resiliency and respect.
 - Activities:
 - Wellness Center to provide counseling services to students in need, grades 6-12, and coordinate student leadership programs such as Ambassadors, Peer Listeners, and Youth Educators.
 - Provide opportunities for High School students (PHS/MHS) to understand and reduce at-risk behaviors by assemblies, field trips and classroom lessons (e.g. Every 15 Minutes program, date rape prevention assemblies).
 - Follow protocols for dealing immediately with graffiti, bullying, harassment including sexual harassment, and hate motivate incidents.
 - Review expectations with all students as to respectful behavior, including an understanding of what constitutes sexual harassment.
 - Monitor and reinforce academic integrity expectations.

#4 – Cultivate a Dynamic Learning Community: Cultivate a dynamic learning community focused on growth, inquiry, and communications in partnership with employees, parents, students, community members, and organized groups.

Tactics

1. Continue to implement the ideals of the Interest-Based Bargaining approach to all collective bargaining activities for all employees.
 - Activities:
 - The Association of Piedmont Teachers (APT) and California School Employees Association (CSEA) and the Association of Piedmont School Administrators (APSA) have been active collaborators as part of the negotiations process to ensure the delivery of a comprehensive rigorous program for students while maintaining fiscal solvency. As part of the negotiations process for 2012-13 the District remains committed to the priority of maintaining the most highly qualified staff.
 - Communicate with parents and community the issues to be addressed as part of the collective bargaining program with adequate time to provide meaningful input.

2. Communication, Communication, Communication
 - Activities:
 - Continue opportunities for staff, community, parent and student involvement in District operations, including: Site Councils, Budget Advisory Committee, Citizens Oversight Committee, Parcel Tax Advisory Committee, GATE Advisory Council, Curriculum Forum, Parent Education presentations, Parent Clubs and Board Meetings.
 - Provide background information as requested to the School Support Tax campaign.
 - Coordinate with Piedmont Educational Foundation inclusion of District information as part of PEF publications that are sent to the entire community.
 - Develop communication summary for the Seismic Safety Bond Program as part of the closing of the program.
 - Develop a District newsletter for distribution to entire community.
 - Schedule “Spotlight on Learning” as a regular agenda topic at every Board Meeting to share with the community highlights of the extraordinary learning that is happening every day in our schools.
 - Support the efforts of the community in the implementation of The Piedmont Portal as a resource for information about the schools.
 - Review and update District website to make sure materials are current, accessible and relevant.
 - Communicate to all stakeholders the District budget and provide opportunities for as many community members to know and understand the district budget.
 - District administrators to participate in community support organizations including Parent Clubs, Piedmont Educational Foundation and City of Piedmont groups.

#5 – Develop & Implement a Sustainable Plan to Balance the Budget: Continue to develop and implement a three-year plan to balance the budget in collaboration with administration, employee groups, support groups, parents, and the community, in order to sustain the quality of our educational and instructional programs, and school facilities.

Tactics

1. Develop multi-year budgets as part of the budget development process that allow for consideration of the variables while maintaining the ability to offer a stable student program that reflect depth and breadth of programs offered by the most highly qualified staff.
 - Activities:
 - Provide multi-year budget scenario updates per prescribed intervals (Interim Reports) and as needed for planning purposes. Goal is to have budget be as stable over the next three years in terms of student programs and staff compensation while remaining fiscally stable. Scenarios to include demonstration of the affect on the District budget based on external factors such as the State budget and School Support Tax. Scenarios also to address internal factors such as employee compensation factors and program enhancements/reductions.
 - Attend School Services of California (SSC), California Association of School Business Officials and Alameda County Office workshops/information sessions to remain up to date on variables.
 - Provide opportunities for all stake holders to know and understand the budget.

2. Continue partnerships with employee associations and fundraising groups in collaboration with the District to support the K-12 program.
 - Activities:
 - Continue to communicate budget issues with all stakeholders at the Budget Advisory Committee
 - Apply the Interest Based Bargaining approach to negotiations with employee groups
 - Coordinate with the Giving Campaign and Piedmont Educational Foundation and all support groups to maximize funds donated to the District to support the K-12 program.

3. Participate in State-wide activities/associations to support California's funding of public schools including facilities.
 - Activities:
 - Meet with local Representatives, Loni Hancock and Nancy Skinner on issues/legislation that relates to school funding.
 - Staff and consultants work with the Office of Public School Construction (OPSC) and the Division of the State Architect (DSA) and the State Allocation Board (SAB) on facilities funding opportunities.

4. The District is dependent on the core Parcel Tax (Measure B) for one third of the operating budget. Loss of that support would result in the reduction of 100 employees who provide vital programs to students.
 - Activities:
 - Consult with Tramutola and Associates in preparation of the campaign.
 - Work with campaign chairs for the renewal of the School Support Tax as allowed. Provide information to the Board and public as to the programs supported by the School Support tax.

5. Facilitate the development of a plan to deal with Modernization Funds available after the close of the School facilities Bond Program.

- Activities:
 - Consult with KNN as to bond requirements for the conversion of District CABS into long-term bonds.
 - Develop a priority list with projected budget for the projects postponed or not completed as part of the Seismic Safety Program.
 - Complete a five-year plan for use of funds, including possible pay down of current bond obligations for the future.

Goal #6 – Invest In & Preserve School Facilities & Infrastructure: Develop and implement a plan to ensure the long-term safety, accessibility, usability, and value of school facilities and infrastructure within budget limitations and in collaboration with the City of Piedmont where appropriate.

Tactics

1. Close out of Seismic Safety Bond Program that was developed to address structural and non-structural seismic issues in all school facilities. The last site to be address for structural seismic safety was Beach and was completed in September 2012.
 - Activities:
 - Staff and consultants to close out projects with DSA and process all remaining applications for funding from the State.
 - Board to formally accept the close out all projects completed to date including: Maintenance Building; Havens Elementary School; Wildwood Elementary School; Ellen Driscoll Playhouse; and Piedmont High School Library/Quad and Student Center buildings.
 - Continue to monitor and mitigate non-structural seismic issues at all sites.
 - Upgrade all health and safety systems (e.g. fire alarms and elevators) and address accessibility when ever possible.

2. Establish protocols with representatives from the City of Piedmont for the collection and processing of the Facilities Preservation Funds collection that was approved by the City Council.
 - Activities:
 - Staff to coordinate with the City staff for the collection of the facilities use funds.
 - City and District representatives to meet with support organizations (e.g. PHS Boosters; Piedmont Soccer Club; Piedmont Baseball Foundation) to develop a plan that provides a consistent contribution to support the Facilities Preservation Fund.

3. Update PUSD Technology Plan for all District Sites.
 - Activities:
 - Improve organizational model, with the development of the Instructional Technology Coordinator, with the emphasis placed on curriculum as primary in the design and delivery of technology needs.
 - Continue community engagement with regular District Technology Advisory Committee (DTAC) meetings
 - Develop plan for long term infrastructure needs for the District for parity at all sites.

To: Board of Education
 FROM: Constance Hubbard, Superintendent
 SUBJECT: Approval of Assignment Under Education Code 44256(b), 44258.2 and 44258.3
 Authorization for Assignment Out of Credentialed Area

I. **SUPPORT INFORMATION**

Education Code Section 44256 (b) allows the holder of a multiple subject or standard elementary credential to teach in departmentalized classes in grades 9 and below any subject in which the person has completed 6 upper division semester hours or 12 semester hours overall in the area to be taught.

Education Code Section, 44258.2 allows the holder of a single subject or standard secondary credential to teach in middle school any subject in which the person has completed 6 upper division semester hours or 12 semester hours overall in the area to be taught.

Education Code Section 44258.3 make it possible for K-12 teachers to teach one or more courses in departmentalized settings upon local verification of the teachers' knowledge of the subject matter to be taught.

Accordingly the following assignments have been made for the 2012-13 school year:

Cartusciello, Marie	Drama	.2 FTE	44256(b)
Cheung, Louisa	Computers	.9 FTE	44258.3
Ellis, Kelly	P.E.	.28 FTE	44258.3
Griffin, Stephanie	Computers	1.0 FTE	44258.3
Jaffe, Linda	Math	.2 FTE	44258.3
Jew, Valerie	Computers	1.0 FTE	44258.3
Kelly, Alison	English	.2 FTE	44258.3
Kingston, Sarah	Math Resource/Science	.8 FTE	44258.3
Latham, Suzanne	Math Resource	.2 FTE	44258.3
Mattix, Nathan	Computers	1.0 FTE	44258.3
McKuen, Gina	Drama	.2 FTE	44258.3
Peacock, Anne	Social Psychology	.3 FTE	44258.3
Roberts, Karma	Yearbook	.2 FTE	44258.3
Saville, Adam	Computers	1.0 FTE	44258.3
Sawicki, Heidi	P.E.	1.0 FTE	44258.3
Smith, Anne	Film/Animation	.4 FTE	44258.3
Smith, Terry	Science/Math Resource	1.0 FTE	44258.3
Snyder, Marian	Math Resource	.5 FTE	44258.3
Tokunaga, Pat	Science Resource	.1 FTE	44258.3
White, John	Public Speaking/Green Team	.3 FTE	44258.3

II. **RECOMMENDED: ACTION**

Approve certificated assignments under Education Code Sections 44256 (b), 44258.2, and 44258.3 for 2012-13

CH:sb



Field Trip Request

(Overnight and/or Out-of-State/Foreign Field Trips must be approved by the Board)

Instructor/Advisor/Coach: Carol Cramer/ Julie Valdez # of Students: 95

School: Wildwood and Beach Grade/Class: 5th Grade

Destination: Camp Arroyo Depart Date: 1/8/13 Return Date: 1/9/13

Describe the objectives of the proposed activity and how they relate to the course/grade/program team building, environmental education to promote awareness of natural resources, hiking with a focus on geology and watersheds

Transportation: Private Vehicle(s) Rental Vehicle(s) Bus(es) Walking Flight

Cost:

Substitute Coverage Needed (Teachers ... please use AESOP to record absence after approval)

Estimated Student Cost: \$ 180 Funding Source: parent donations and parent club
Transportation/Lodging/Meals

Additional Information Needed Once Approved:

- PUSD Field Trip: Permission/Waiver/Accident Form (for each student)
- PUSD Field Trip: Itinerary Form
- PUSD Field Trip: Personal Vehicle Use Form (if using private vehicle(s) – for each driver)
- PUSD Field Trip: Staff Notification and Student Roster Form
- PUSD Field Trip: Out-of-state/Foreign Travel Agreement (only if traveling out-of-state)
- PUSD Field Trip: Medical Information Form (for each student needing medication)
- PUSD Volunteer Clearance Form (for each adult volunteer)

Approval:

Carol Cramer
Principal

11/9/12
Date

Governing Board (Overnight/Out-of State only)

Date

Revised 10/15/12



Field Trip Request

(Overnight and/or Out-of-State/Foreign Field Trips must be approved by the Board)

Instructor/Advisor/Coach: Cheryl Wozniak # of Students: 97

School: Havens Grade/Class: 5th Grade

Destination: Camp Arroyo Depart Date: 1/8/13 Return Date: 1/9/13

Describe the objectives of the proposed activity and how they relate to the course/grade/program
team building, environmental education to promote awareness of natural resources, hiking
with a focus on geology and watersheds

Transportation: Private Vehicle(s) Rental Vehicle(s) Bus(es) Walking Flight

Cost:

Substitute Coverage Needed (Teachers ... please use AESOP to record absence after approval)

Estimated Student Cost: \$ 180 Funding Source: parent donations & parent club
Transportation/Lodging/Meals

Additional Information Needed Once Approved:

- PUSD Field Trip: Permission/Waiver/Accident Form (for each student)
- PUSD Field Trip: Itinerary Form
- PUSD Field Trip: Personal Vehicle Use Form (if using private vehicle(s) – for each driver)
- PUSD Field Trip: Staff Notification and Student Roster Form
- PUSD Field Trip: Out-of-state/Foreign Travel Agreement (only if traveling out-of-state)
- PUSD Field Trip: Medical Information Form (for each student needing medication)
- PUSD Volunteer Clearance Form (for each adult volunteer)

Approval:

Principal

12/5/12
Date

Governing Board (Overnight/Out-of State only)

Date



Field Trip Request

(Overnight and/or Out-of-State/Foreign Field Trips must be approved by the Board)

Instructor/Advisor/Coach: LAVIDIOTIS # of Students: 11

School: PHS Grade/Class: ALL

Destination: SAN DIEGO Depart Date: 12-26-12 Return Date: 12-30-12

Describe the objectives of the proposed activity and how they relate to the course/grade/program

TOURNAMENT

Transportation: Private Vehicle(s) Rental Vehicle(s) Bus(es) Walking Flight

Cost:

Substitute Coverage Needed (Teachers ... please use AESOP to record absence after approval)

Estimated Student Cost: \$ 750 Funding Source: FUNDRAISING
Transportation/Lodging/Meals

Additional Information Needed Once Approved:

- PUSD Field Trip: Permission/Waiver/Accident Form (for each student)
- PUSD Field Trip: Itinerary Form
- PUSD Field Trip: Personal Vehicle Use Form (if using private vehicle(s) – for each driver)
- PUSD Field Trip: Staff Notification and Student Roster Form
- PUSD Field Trip: Out-of-state/Foreign Travel Agreement (only if traveling out-of-state)
- PUSD Field Trip: Medical Information Form (for each student needing medication)
- PUSD Volunteer Clearance Form (for each adult volunteer)

Approval:

Principal

Date

[Signature]
12/3/12

Governing Board (Overnight/Out-of State only)

Date

Revised 10/15/12