

PLEASE POST

City/School Committee

Councilmember, Ruth Atkin Co-Chair
School Board Member, John Affeldt Co-Chair
Councilmember Jac Asher
Councilmember Kurt Brinkman
Councilmember Nora Davis
Councilmember Jennifer West
School Board Member Joshua Simon
School Board Member Joy Kent
School Board Member Melodi Dice
School Board Member Miguel Dwin
Student Member VACANT
Student Member VACANT



AGENDA

City/School Committee

Special Meeting of the Advisory Committee

Special Meeting of the Emeryville City Council and Emery Unified School District Board of Trustees

July 11, 2013

5:30 pm

Ralph Hawley School

1275 61st Street

All Advisory Committee meetings are noticed as Special City Council and School District Board of Trustees Meetings so that any or all of the City Council or School District Board of Trustees may attend and participate in the Advisory Committee's deliberations. However, actions taken by Advisory Committees are not official actions of the City Council and School District Board of Trustees but must be ratified at a regular City Council and School District Board of Trustees Meeting. All writings that are public records and relate to an agenda item below which are distributed to a majority of the City/School Committee (including writings distributed to a majority of the City/School Committee less than 72 hours prior to the meeting noticed below) will be available at the Information Counter, 1333 Park Avenue, Emeryville, California during normal business hours (9am to 5pm, Monday through Friday, excluding legal holidays).

1. Roll Call
2. Public Comment
3. Approval of 6/6/13 Minutes
4. Staff/Committee Member Comments
5. Information Items
 - a. Update from Emery Ed Fund (Powell – 5 mins)
 - b. COC Chair's Report (Rausch – 10 mins)
 - c. Joint Occupancy Agreement (Discussion)
 - d. ECCL Website Feedback (Miller – 10 mins)
6. Action Items
 - a. 08/01/13 City/School Committee Meeting Cancellation
7. Adjournment

FURTHER INFORMATION may be obtained by contacting Cindy Montero, City/School Committee Secretary, at (510) 596-3770

Dated: 7/5/2013
Post on: 7/5/2013
Post until: 7/12 /2013

Karen Hemphill, City Clerk

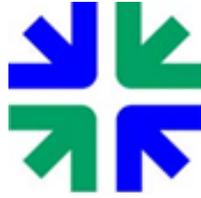
Debra Lindo, EUSD Superintendent

All documents are available in alternative formats, on request. In compliance with the Americans with Disabilities Act, a person requiring an accommodation, auxiliary aid or service to participate in this program should contact the sponsoring department at (510) 450-7813 or ADA Coordinator as far in advance as possible, but no later than 72 hours before the scheduled event. The best effort to fulfil the request will be made.

City of Emeryville 1333 Park Avenue Emeryville, CA 94608
Direct Line: 510.596.4380, Facsimile: 510.596.3724, TTY Relay: 711

City/School Committee

*Councilmember Jac Asher, Co-Chair
School Board Member Joshua Simon, Co-Chair
Councilmember Jennifer West
Councilmember Ruth Atkin
Councilmember Kurt Brinkman
Councilmember Nora Davis
School Board Member John Affeldt
School Board Member Melodi Dice
School Board Member Miguel Dwin
School Board Member Joy Kent
Student Member Jordan Taylor
Student Member VACANT*



Action Minutes

City/School Committee

Regular Meeting of the Advisory Committee

Special Meeting of the Emeryville City Council and Emery Unified School District Board of Trustees

June 6, 2013 - 5:30pm

Ralph Hawley School
1275 61st Street

1. Roll Call at 5:30 PM
 - a. Members present: Atkin, Affeldt (late, 5:36 PM), Brinkman (late, 5:49 PM), Davis, Simon (late, 6:04 PM), Kent (late, 5:36 PM), Dice, Dwin
 - b. Excused: Asher, West
 - c. Absent: Taylor
 - d. Staff/Community Members present: Lindo, Montero, Miller, Setoudeh
2. Public Comment
 - a. None
3. Approval of 5/2/13 Minutes
 - a. 5/2/13 minutes approved with correction to item 4b. ii: "... and Bayer's annual career fair on April 19th."
4. Staff/Committee Member Comments
 - a. Superintendent Lindo shared to the committee about the success of Emery Secondary School's Annual Athletic Banquet. She congratulated ESS' Men's Track Team for their entry to the state CIF Championship. She also informed the committee on the success of Annual Kindergarten Picnic and Anna Yates Open House. Lindo then continued to share her follow-up report on the State Advocacy Trip with Townsend Public Affairs. She also announced that the ESS graduation ceremony is going to be on June 10, 2013. She closed her announcement by sharing her concern regarding the safety of the projected bike path at the west end of future ECCL site. She invited the City/School committee members to join her on a walking tour with the Planning Commission and Bicycle/Pedestrian Advisory Subcommittee.
 - b. Montero invited the committee to attend Emeryville 1st Annual 4th of July celebration at the Emeryville Marina on July 4th at 4 PM.
 - c. Miller updated the committee on the ECCL development. He invited the committee to attend the Joint Occupancy Agreement study sessions on June 26, 2013 with the school board, July 2, 2013

with the City Council, and July 11, 2013 with the School District, City Council, and City/School Committee.

- d. Ashley Setoudeh from Townsend Public Affairs updated the committee on the overview and update on the Urban Greening Program Grant application.

5. Information Items

- a. Student Art Engagement ECCL
 - i. Stillman informed the committee on the project she and her students started for ECCL. Trina Noval from California College of the Arts also shared her experience on the ECCL Art Engagement collaboration.
 - ii. Several students from ESS reported the processes and products of their final art projects, which will be proposed to be featured as part of the ECCL design.
 - iii. Atkin, Brinkman, Dwin, Dice, Affeldt, and Simon applauded the students on their hard work on the art projects.
- b. Student Engagement Next Steps
 - i. Wechsler and several of the ESS students shared their progress on the students' engagement/capacity between both their peers as well as adults.
 - ii. Allen requested the committee to consider engaging the students with the decision making such as teacher-hiring process.
- c. Update from Emery Ed Fund
 - i. Powell shared to the committee the success of Feed the Children event where hundreds of family received boxes of food. He then extended an invitation for the committee to attend Emery Ed Fund – Anna Yates PTO Volunteer Recognition event on Saturday, June 8, 2013.
- d. COC Chair's Report
 - i. In Rausch's absent, Miller reported to the committee that the COC is preparing their annual report which they will present on the next school board meeting.
- e. Full Service Community Task Force Report
 - i. Nate Goore from MKThink updated the committee with the Task Force's progress and timeline.
 - ii. The committee accepted Simon's recommendation for Affeldt to attend the next Full Service Community Task Force meeting in his absence.
- f. New ECAP Board President Introduction (B. Miller)
 - i. Bobby Miller introduced himself as the new Board President of Emeryville Community Action Program.

6. Action Items

- a. Appointment of Task Force Member
 - i. Motion to the submitted resume/application with satisfied condition: Affeldt
 - ii. Second: Dice
 - iii. Nays: Brinkman, Davis
- b. Rescheduling of July 4, 2013 meeting to July 11, 2013
 - i. Affeldt and Dwin requested to be excused from the City/School advisory meeting on July 11, 2013.
 - ii. Motion approved by acclamation.

7. Adjournment at 7:35 PM



MEMORANDUM

DATE: July 11, 2013

TO: City Schools Committee

FROM: Sabrina Landreth
Debra Lindo

SUBJECT: Emeryville Center of Community Life Joint Occupancy Discussion

1. Community Vision
2. Understanding Joint Occupancy Agreements
3. Summarize concerns, review next steps and Council/Board questions

Emeryville Center of Community Life

Draft Joint Occupancy Agreement
City Council Study Session
July 2, 2013



Goal of the Master Joint Occupancy Agreement

- Facilitate a harmonious partnership under control of local elected officials.
- Recognize anticipated issues, and create flexible mechanisms for addressing unanticipated issues.
- Create clear expectations for both parties.
- Maximize the community benefits of the ECCL.
- Maximize the ability to make strategic choices regarding site issues.



Action Requested

Review the Master Joint Occupancy Agreement and provide feedback as to any issues of concern, with the goal of revisiting the Agreement at the July 11, 2013 City/School meeting, with the changes recommended by the City Council and the EUSD School Board incorporated into the Agreement.



Major Financial Issues to Consider

- Upon approval and execution of the Occupancy Agreement, the City will be obligated to make the district “whole” should agency funds be unavailable for use.
- The City will assume significantly increased O&M costs for Community Services.
- The City will assume significantly increased capital replacement set-aside costs.



2002- Original Lease

City agreed to lease portions of Emery Secondary school facilities, to be used for the City's recreation program, for 40 years:

- Pool, which the City pays to maintain.
- Athletic Field.
- Gymnasium.



2002 Original Lease, Payments

- Totaled \$1,500,000
- Paid in 5 installments
 - \$500,000 upon execution
 - \$400,000, July 1, 2003
 - \$300,000, July 1, 2004
 - \$200,000, July 1, 2005
 - \$100,000, July 1, 2006



2003, Concept of the ECCL is Born

The City and the District began planning the development of a multi-purpose facility that will provide educational, cultural, recreational and social programs for the entire community.



Existing Agreements

- Memorandum of Understanding 1
 - January 2010
- Memorandum of Understanding 2
 - April 2011
 - Extended Original Lease to July 2101 in exchange for \$2.25 million
 - \$1m paid July 2011
 - \$1.25m additional subsumed in \$21.2m provided by Master Joint Occupancy Agreement



Agreement Structure

- Master Joint Occupancy Agreement
 - Attachment A, Property Diagram
 - Attachment B, City District Sublease
 - Attachment C, ECCL Project Lease
 - Attachment D, Finance Agreement
 - Attachment E, Governance Agreement
 - Attachment F, O&M and Shared Use Agreement
 - Attachment G, Design and Construction Agreement
 - Attachment H, General Conditions



The Master Joint Occupancy Agreement

- The recitals to the Occupancy Agreement memorialize the history and spirit of the ECCL Project.
- Incorporates all of the components under one “umbrella” agreement to which the others are attached.



Master Joint Occupancy Agreement- Conditions Precedent

1.1 Finding of Completion

1.2 Successor Agency Bond Proceeds

1.3 State Board of Education Approval



Occupancy Agreement, 1.4 Time for Completion of Conditions

Should the City/Successor Agency not be able to gain access to the pre-2011 bond funds by November 15, 2013, and parties do not reach agreement regarding alternate means to finance by Feb. 15, 2014 then either party may terminate. However, the City must make the District “whole.”



Must Make District “Whole”

- ✓ Out of pocket expenses for design.
- ✓ Out of pocket expenses for demolition of the athletic field, and selective demolition of the gymnasium and pool area.
- ✓ Out of pocket costs to restore the athletic field, gymnasium and pool area.
- ✓ Per the District, worst case scenario is estimated at \$10-11 million.



Attachment A

Property Description



- Legal description of the entire ECCL Project site.
- Defines the property to which the rest of the agreements will apply.



Attachment B

City Sublease to the District

- Will be brought to Council separately for consideration, on Tuesday, July 16, 2013.
- Allows the District to move forward with certain abatement activities.
- Address the fact that pursuant to the Original 2002 Lease, the City has current leasehold interest in the Gym, Pool & Athletic Fields.
- District will lease the entirety of the ECCL Project site to the lease-leaseback contractor.



Attachment C

ECCL Project Lease

Begins when the sublease ends and:

- (a) the District provides the Notice of Completion
- (b) the District has obtained lien releases, and
- (c) the Contractor's construction lease ends.



Attachment C

ECCL Project Lease

District leases the majority of the site and project to the City.

- Except:
 - District office, Administrative offices in the K-8 and 9-12 buildings.



Attachment C

ECCL Project Lease

Why is the City leasing the majority of the site?

- Permits leasing flexibility to the Shared Use Agreement.
- The City has less restrictive requirements to enter into leases with Third Parties.
- City not required to offer to charter school before leasing to Third Parties
- Permits serving of alcohol for Third Party rentals. (i.e.; wedding receptions)



Attachment C

ECCL Project Lease

- The term of the agreement is 66 years, the maximum term allowed under section 17517 of the Ed Code.
- Both parties are required to maintain their own insurance.
- Reciprocal indemnification.



Attachment D

Finance Agreement

Sets forth the respective obligations of both parties to fund the costs of construction and development of the ECCL Project Including:

- Completion of 100% construction drawings,
- All site preparation,
- Demolition,
- Construction.



Attachment D

Finance Agreement

ECCL Project is being financed with both City and District bond funds.

- City, \$25 million RDA bond proceeds, of which \$21.2 million remains to be contributed and includes remaining \$1.25m lease payment set forth in MOU 2.
- District, \$65.6 million Measure J.



Attachment D

Finance Agreement

Eligible ECCL Project Costs

- Consultant Costs
- Preparation of 100% CDs
- Construction costs under the general contractor agreement
- Salary of ECCL project manager, ECCL program assistant
- Construction management, field inspections and materials testing
- Other costs mutually agreed upon



Attachment D

Finance Agreement

Ineligible ECCL Project Costs

- All District Administrative costs in connection with managing and processing the design of the Project.
- Any expenses not listed on the previous slide.
- District agrees to provide monthly to the City a written report of funds expended to date and an updated estimate of total remaining costs.



Attachment D

Finance Agreement

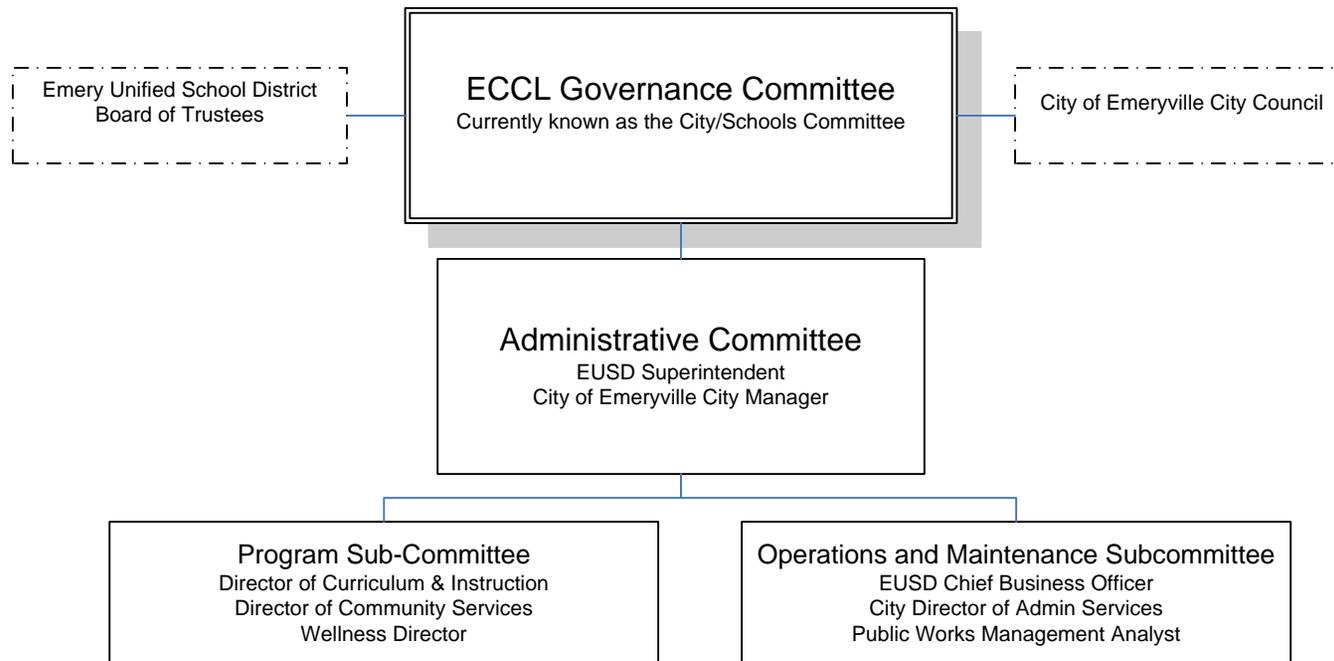
Disbursement

- Expenditure ratio: pari passu based on percentage of parties' respective bond contributions, approximately, City 26%, District 74%.
- If cost estimate becomes greater than remaining funds, the parties meet & confer
- City can stop distributing until a solution is reached to close the gap.



Attachment E

Governance Agreement



Attachment E

Governance Agreement

Sets forth the terms under which the City and District will coordinate the ongoing shared use, maintenance and operation of the ECCL Project.



Attachment E

Governance Agreement

The Governance Committee

(City Council & EUSD School Board)

- Discusses and addresses issues referred by the Administrative Committee.
- Discusses and approves O&M percentages, annually.
- Recommends budgets for O&M, annually.
- Voting, must be 3 Council and 3 Board.



Attachment E

Governance Agreement

Administrative Committee

(City Manager & EUSD Superintendant)

- Approves the use “matrix,” annually.
- Crafts and recommends solutions to problems as they arise.
- Provides quarterly reports to the Governance Committee.
- Recommends budgets for O&M.



Attachment E

Governance Agreement

- Administrative Committee Subcommittees
 - Program Committee:
 - Discuss scheduling and use issues.
 - Report unresolved scheduling conflicts and program uses issues to Admin Committee.
 - Implement direction given by Admin Committee.
 - Prepare and submit quarterly report on facility use to Admin Committee.



Attachment E

Governance Agreement

- Administrative Committee Subcommittees
 - Operations and Maintenance Committee
 - Discuss current and future maintenance costs and use issues.
 - Use quarterly facility use report prepared by Program Subcommittee to analyze O&M costs.
 - Prepare and submit quarterly O&M costs information report to the Administrative Committee.
 - Prepare and submit an annual Cost Allocation Report to the Administrative Committee.



Attachment G

Design and Construction

- Conditions Precedent
- Mutually agreeable construction drawings.
- City enforces CUP, Design Review COA through approval of construction drawings.
- City has 10 days to comment on Lease-Leaseback agreement.
- City can observe construction .
- Insurance, covered by District's OCIP during construction.
- Construction to be complete in July 2015.



Attachment H

General Conditions

- Events of Default & Notice
- Non-binding mediation
- All remedies available at law
- Notice Provisions



Attachment F

Operations, Maintenance & Shared Use

- Use Provisions
- By April 1 of each year, the Administrative Committee approves a use matrix.
- Exclusive use facilities:
 - District offices, Administrative offices in K-8 & 9-12 buildings.
 - City offices



Attachment F

Operations, Maintenance & Shared Use

- Third Party use of facilities- Terms acceptable to both Parties.
- Third Party use rules established by Admin Committee.
- Administration of Third Party Use initially the City's responsibility.



Attachment F

Operations, Maintenance & Shared Use

- The parties will coordinate and manage operations, maintenance, capital replacement and shared use of the ECCL.



Attachment F

Operations, Maintenance & Shared Use

Operations and Maintenance Provisions

- This Agreement creates two funds
 - Operations and Maintenance Fund
 - Capital Replacement Fund



Attachment F

Operations, Maintenance & Shared Use

- Operations and Maintenance Fund
 - By May 1, the Gov. Committee will have approved their respective O&M percentages.
 - By May 1, The Gov. Committee will make a budgetary recommendation to the Council.



Attachment F

Operations, Maintenance & Shared Use

- Each Party must deposit its 1/12 share of the annual O&M budget into the O&M account by the first of the month.
- Responsibility for maintaining the O&M account is initially with the District, but can be shifted.
- Costs for administration are included in the O&M Budget



Attachment F

Operations, Maintenance & Shared Use

- Capital Replacement Fund
 - Replacement schedule is developed.
 - Contributions are required as part of the ECCL budget.
 - Ensures that there will be funds available to maintain the quality of the site over time.



The Shared Use Matrix

- A major component of the Operations, Maintenance and Shared Use Agreement.
- Divides the ECCL campus into 82 programming areas.
 - For example, a classroom, the library café, the gym.



The Shared Use Matrix, Schedules

- Each area has 3 possible schedules
 - Monday-Friday, School Year, 188 Days
 - 184 teacher work days
 - 4 single day holidays
 - Monday-Friday, School not in session, 74 Days
 - 49 summer vacation days (EUSD calendar 2012)
 - 25 school year vacations (5 days or more)
 - Weekends
 - 103 days



The Shared Use Matrix, Schedules

- Each schedule is broken into ½ hour increments.
- Each increment represents time that each of the 82 programming areas is available for use.
- Time is blocked off on the schedules for various District and City programs.
- This detailed task was completed for all 82 programming areas and on the 3 different schedules with input from City and District Staff.



Full Program Usage: Weekdays, School in Session

Time	06:30 AM	07:00 AM	07:30 AM	08:00 AM	08:30 AM	09:00 AM	09:30 AM	10:00 AM	10:30 AM	11:00 AM	11:30 AM	12:00 PM	12:30 PM	01:00 PM	01:30 PM	02:00 PM	02:30 PM	03:00 PM	03:30 PM	04:00 PM	04:30 PM	05:00 PM	05:30 PM	06:00 PM	06:30 PM	07:00 PM	07:30 PM	08:00 PM	08:30 PM	09:00 PM	09:30 PM
Community Multi-use Catering Kitchen	Community Multi-use Catering Kitchen																														
Shared Lounges	Shared Lounges																														
Arts Studios	Arts Studios																														
Community Welcome Dr. Lobby	Community Welcome Dr. Lobby																														
Game Room/Activity Ctr.	Game Room/Activity Ctr.																														
Wellness Clinic Family Lounge	Wellness Clinic Family Lounge																														
Wellness Clinic Patient Treatment	Wellness Clinic Patient Treatment																														
Wellness Clinic Offices	Wellness Clinic Offices																														
Wellness Clinic Conf. Room	Wellness Clinic Conf. Room																														
Community/School Library	Community/School Library																														
Library Call	Library Call																														
Library Group Study Room	Library Group Study Room																														
KS Administration Offices	KS Administration Offices																														
KS Conf. Room	KS Conf. Room																														
EUSD Administration Offices	EUSD Administration Offices																														
EMSD-Conf Room	EMSD-Conf Room																														
EMSD Education Foundation	EMSD Education Foundation																														
K-12 Administration Offices	K-12 Administration Offices																														
K-12 Administration Offices	K-12 Administration Offices																														
Kaiser Center and Counselor	Kaiser Center and Counselor																														
Teacher collaboration room 202	Teacher collaboration room 202																														
Teacher collaboration room 219	Teacher collaboration room 219																														
Teacher work room 220	Teacher work room 220																														
Teacher work room 221	Teacher work room 221																														
Teacher work room 222	Teacher work room 222																														
Teacher break room	Teacher break room																														
Parent Resource Room / Lounge	Parent Resource Room / Lounge																														
Safety office	Safety office																														
Commercial Kitchen	Commercial Kitchen																														
School Multi-use Space	School Multi-use Space																														
Community/School Gym	Community/School Gym																														
Dance Studio	Dance Studio																														
Cardio Room	Cardio Room																														
Art Studio 1	Art Studio 1																														
Art Studio 2	Art Studio 2																														
Music Studio Practice Rooms	Music Studio Practice Rooms																														
K-1 Classroom 1	K-1 Classroom 1																														
K-1 Classroom 2	K-1 Classroom 2																														
K-1 Classroom 3	K-1 Classroom 3																														
K-1 Classroom 4	K-1 Classroom 4																														
K-1 Classroom 5	K-1 Classroom 5																														
K-1 Classroom 6	K-1 Classroom 6																														
K-2 Classroom 1	K-2 Classroom 1																														
K-2 Classroom 2	K-2 Classroom 2																														
K-2 Classroom 3	K-2 Classroom 3																														
K-2 Classroom 4	K-2 Classroom 4																														
K-2 Classroom 5	K-2 Classroom 5																														
K-2 Classroom 6	K-2 Classroom 6																														
K-3 Classroom 1	K-3 Classroom 1																														
K-3 Classroom 2	K-3 Classroom 2																														
K-3 Classroom 3	K-3 Classroom 3																														
K-3 Classroom 4	K-3 Classroom 4																														
K-3 Classroom 5	K-3 Classroom 5																														
K-3 Classroom 6	K-3 Classroom 6																														
K-4 Classroom 1	K-4 Classroom 1																														
K-4 Classroom 2	K-4 Classroom 2																														
K-4 Classroom 3	K-4 Classroom 3																														
K-4 Classroom 4	K-4 Classroom 4																														
K-4 Classroom 5	K-4 Classroom 5																														
K-4 Classroom 6	K-4 Classroom 6																														
K-5 Science Classroom	K-5 Science Classroom																														
K-5 Science Classroom	K-5 Science Classroom																														
K-5 Learning Center	K-5 Learning Center																														
K-5 Learning Center	K-5 Learning Center																														
Biology Lab	Biology Lab																														
Chemistry Lab	Chemistry Lab																														
Computer/Tech Lab	Computer/Tech Lab																														
9-12 Classroom 1	9-12 Classroom 1																														
9-12 Classroom 2	9-12 Classroom 2																														
9-12 Classroom 3	9-12 Classroom 3																														
9-12 Classroom 4	9-12 Classroom 4																														
9-12 Classroom 5	9-12 Classroom 5																														
9-12 Classroom 6	9-12 Classroom 6																														
9-12 Learning Center	9-12 Learning Center																														
Library Courtyard	Library Courtyard																														
Community Plaza in Welcome Ctr	Community Plaza in Welcome Ctr																														
Comm. Commons in Play	Comm. Commons in Play																														
Track and Sports Field	Track and Sports Field																														
Community Learning Garden	Community Learning Garden																														
Play Yard K-8	Play Yard K-8																														
Play Yard 6-8	Play Yard 6-8																														
Food and Deck	Food and Deck																														
HS Social Learning	HS Social Learning																														
HS Terrace Level 2	HS Terrace Level 2																														



Full Program Usage: Weekends

Time	Usage	Room
06:30 AM	Community Multi-use Catering kitchen	Community Multi-use Catering kitchen
07:00 AM	Senior Lounge	Senior Lounge
07:30 AM	Kindergarten	Kindergarten
08:00 AM	Community Welcome Ctr. Lobby	Community Welcome Ctr. Lobby
08:30 AM	Same Room Activity Ctr.	Same Room Activity Ctr.
09:00 AM	Wellness Clinic Family Lounge	Wellness Clinic Family Lounge
09:30 AM	Wellness Clinic Treatment	Wellness Clinic Treatment
10:00 AM	Wellness Clinic Offices	Wellness Clinic Offices
10:30 AM	Wellness Clinic Conf Room	Wellness Clinic Conf Room
11:00 AM	Community/School Library	Community/School Library
11:30 AM	Library Cafe	Library Cafe
12:00 PM	Library Group study Room	Library Group study Room
12:30 PM	CS Administration Offices	CS Administration Offices
01:00 PM	CS Conf Room	CS Conf Room
01:30 PM	ELSD Administration Offices	ELSD Administration Offices
02:00 PM	ELSD Conf Room	ELSD Conf Room
02:30 PM	Emery Education Foundation	Emery Education Foundation
03:00 PM	K-8 Administration Offices	K-8 Administration Offices
03:30 PM	9-12 Administration Offices	9-12 Administration Offices
04:00 PM	Career Center and Counselor	Career Center and Counselor
04:30 PM	Teacher collaboration room 202	Teacher collaboration room 202
05:00 PM	Teacher collaboration room 219	Teacher collaboration room 219
05:30 PM	Teacher work room 220	Teacher work room 220
06:00 PM	Teacher work room 221	Teacher work room 221
06:30 PM	Teacher work room 222	Teacher work room 222
07:00 PM	Teacher break room	Teacher break room
07:30 PM	Parent Resource Room / Lounge	Parent Resource Room / Lounge
08:00 PM	Safety office	Safety office
08:30 PM	Commercial kitchen	Commercial kitchen
09:00 PM	School Multi-use Space	School Multi-use Space
09:30 PM	Community/School Gym	Community/School Gym
10:00 PM	Dance studio	Dance studio
10:30 PM	Cardio room	Cardio room
11:00 PM	Art Studio 1	Art Studio 1
11:30 PM	Art Studio 2	Art Studio 2
12:00 PM	Music Studio Practice Rooms	Music Studio Practice Rooms
12:30 PM	K-1 Classroom 1	K-1 Classroom 1
01:00 PM	K-1 Classroom 2	K-1 Classroom 2
01:30 PM	K-1 Classroom 3	K-1 Classroom 3
02:00 PM	K-1 Classroom 4	K-1 Classroom 4
02:30 PM	K-1 Classroom 5	K-1 Classroom 5
03:00 PM	K-1 Classroom 6	K-1 Classroom 6
03:30 PM	2-3 Classroom 1	2-3 Classroom 1
04:00 PM	2-3 Classroom 2	2-3 Classroom 2
04:30 PM	2-3 Classroom 3	2-3 Classroom 3
05:00 PM	2-3 Classroom 4	2-3 Classroom 4
05:30 PM	2-3 Classroom 5	2-3 Classroom 5
06:00 PM	2-3 Classroom 6	2-3 Classroom 6
06:30 PM	4-5 Classroom 1	4-5 Classroom 1
07:00 PM	4-5 Classroom 2	4-5 Classroom 2
07:30 PM	4-5 Classroom 3	4-5 Classroom 3
08:00 PM	4-5 Classroom 4	4-5 Classroom 4
08:30 PM	8 English Class	8 English Class
09:00 PM	7 English Class	7 English Class
09:30 PM	8 English Class	8 English Class
10:00 PM	8 Math/Sci Class	8 Math/Sci Class
10:30 PM	8 Math/Sci Class	8 Math/Sci Class
11:00 PM	K-5 Science Classroom	K-5 Science Classroom
11:30 PM	K-5 Learning Center	K-5 Learning Center
12:00 PM	6-8 Learning Center	6-8 Learning Center
12:30 PM	Biology Lab	Biology Lab
01:00 PM	Chemistry Lab	Chemistry Lab
01:30 PM	Computer/Tech Lab	Computer/Tech Lab
02:00 PM	9-12 Classroom 1	9-12 Classroom 1
02:30 PM	9-12 Classroom 2	9-12 Classroom 2
03:00 PM	9-12 Classroom 3	9-12 Classroom 3
03:30 PM	9-12 Classroom 4	9-12 Classroom 4
04:00 PM	9-12 Classroom 5	9-12 Classroom 5
04:30 PM	9-12 Classroom 6	9-12 Classroom 6
05:00 PM	9-12 Learning Center	9-12 Learning Center
05:30 PM	Library Courtyard	Library Courtyard
06:00 PM	Community Plaza W/Welcome Ctr.	Community Plaza W/Welcome Ctr.
06:30 PM	Comm Commons/K-5 Play	Comm Commons/K-5 Play
07:00 PM	Track and Sports Field	Track and Sports Field
07:30 PM	Community Learning garden	Community Learning garden
08:00 PM	Play Yard K-3	Play Yard K-3
08:30 PM	Play Yard 6-8	Play Yard 6-8
09:00 PM	Pool and Deck	Pool and Deck
09:30 PM	H5 Social Learning	H5 Social Learning
10:00 PM	H5 Terrace Level 2	H5 Terrace Level 2

Outdoor space hours of operation subject to seasonal change



O&M Cost Allocation

- Was created using the Shared Use Matrix.
- Tried to keep the allocation simple, while recognizing a straight 50/50 allocation without supporting usage was not realistic.
- Allocation looks only at time of use of each of the 82 programming areas.
 - Does not consider area square footage.
 - Does not consider area net operating costs.
 - All programming areas are considered equal.



Components of O&M Cost Allocation

- The three schedules
 - Monday-Friday, School Year, 188 Days
 - 184 teacher work days
 - 4 single day holidays
 - Monday-Friday, School not in session, 74 Days
 - 49 summer vacation days (EUSD calendar 2012)
 - 25 school year vacations (5 days or more)
 - Weekends
 - 103 days



Components of O&M Cost Allocation

All 82 Program Areas were assigned “drivers”

- City and District are both the Driver (4)

1 Community School Library

2 Library Group Study Room

3 Safety Office

4 Community Commons/K-5 Play



Program Areas Assigned to City (15)

- | | |
|--|--|
| 1 Community Multi Use | 9 CS Administration Office |
| 2 Community Multi Use Catering Kitchen | 10 CS Conference Room |
| 3 Senior Lounge | 11 Dance Studio |
| 4 Kinder Buddies | 12 Cardio Room |
| 5 Community Welcome Center | 13 Library Courtyard |
| 6 Game Room/Activity Room | 14 Community Plaza near Welcome Center |
| 7 Library Café | 15 Community Learning Garden |
| 8 Pool and Deck | |



Program Areas Assigned to District (63)

1 Wellness Clinic Family Lounge	24-29 K-1 Classrooms
2 Wellness Clinic Patient Treatment	30-35 2-3 Classrooms
3 Wellness Clinic Offices	36-39 4-5 Classrooms
4 Wellness Clinic Conference Room	40 6 Eng/Soc
5 EUSD Administration Office	41 6 Math/Sci
6 EUSD Conference Room	42 7 Eng/Soc
7 Emery Education Foundation	43 7 Math/Sci
8 K-8 Administration Offices	44 8 Eng/Soc
9 9-12 Administration Offices	45 8 Math/Sci
10 Career Center Counselor	46 K-5 Science Classroom
11 Teacher Collaboration Room 202	47 K-5 Learning Center
12 Teacher Collaboration Room 219	48 6-8 Learning Center
13 Teacher Work Room 220	49 Biology Lab
14 Teacher Work Room 221	50 Chemistry Lab
15 Teacher Work Room 222	51 Computer Tech/Lab
16 Teacher Breakroom	52-57 9-12 Classrooms
17 Parent Resource Room and Lounge	58 9-12 Learning Center
18 Commercial Kitchen	59 Track and Sports Field
19 School Multi-use Space	60 Play Yard K-8
20 Community/School Gym	61 Play Yard 6-8
21 Art Studio 1	62 HS Social Lawn/Dining
22 Art Studio 2	63 Hs Terrace Level 2
23 Music Studio Practice Rooms	



O&M Cost Allocation

- Total programmable time for the ECCL is 718,360 (82 areas x 24 hour/day x 365 days)
- A program space can be considered either programmed or un-programmed, which means the space is not being used.
- When a space is programmed, the programming party is allocated responsibility for those hours.



O&M Cost Allocation

Example:

If the City were to use the K-8 play yard for 4 hours x 188 days/year those 752 hours (4x188) are allocated to the City's share of the O&M cost allocation.



Allocation Baseline

- Before programming is factored, the City is responsible for 148,920 hours or 21% of the annual programming costs.
- Before programming is District is responsible for 569,400 hours or 79 % of the annual programming costs.



Allocation with Matrix Incorporated

- Once the 3 programming schedules are incorporated:
 - The City is responsible for 29% of annual O&M costs.
 - The District is responsible for 71% of annual O&M costs.



Fiscal Impact

- Approval of the Occupancy Agreement triggers two mutually exclusive fiscal impacts:
 - Exposure to obligation to make the District “whole” if Successor Agency bond funds are not secured by November 15, 2013; or
 - Significantly increased operations and maintenance costs, and increased capital replacement set-aside costs.



Fiscal Impact Make District “Whole”

Should the City/Successor Agency not be able to gain access to the pre-2011 bond funds by November 15, 2013, and parties do not reach agreement regarding alternate means to finance by Feb. 15, 2014 then either party may terminate. However, the City must make the District “whole.”



Fiscal Impact

Make District “Whole”

- ✓ Out of pocket expenses for design.
- ✓ Out of pocket expenses for demolition of the athletic field, and selective demolition of the gymnasium and pool area.
- ✓ Out of pocket costs to restore the athletic field, gymnasium and pool area.
- ✓ Per the District, worst case scenario is estimated at \$10-11 million.



Fiscal Impact

Increase O&M Costs

- The Operations, Maintenance and Shared Use Agreement requires the Governance Committee to review the Annual Operations and Maintenance Budget by May 1 of each year.



Fiscal Impact

Increase O&M Costs

- The Annual O &M Budget shall include estimates of the ECCL Project, Including:
 - Utilities (water, sewer, gas, electricity, telecommunications)
 - Trash collection
 - Janitorial services
 - Receptionist and other staff services (including mgt. of Third Party use)
 - Supplies
 - Repairs
 - Non-capital replacements
 - Licenses, Fees and Assessments
 - Bookkeeping
 - Accounting and Audit services
 - Equipment purchases and maintenance
 - Landscape maintenance
 - Contingencies



Estimated FY2016 O&M ECCL Costs v Recreation Center Costs

Expenses Only

District Estimated ECCL Expenditures FY 2016		
Est. Fully Loaded Staff Costs FY 2016	\$	510,727
Est. Utility Costs	\$	360,336
Est. Operating Expenses	\$	60,258
Est. Maintenance Expenses	\$	<u>169,642</u>
Total	\$	1,100,963
City's Time Allocation from Use Matrix		<u>29%</u>
City's O&M Cost Share for FY	\$	319,279
EUSD's Time Allocation from Use Matrix		71%
EUSD's O&M Cost Share for FY	\$	781,684
 <u>Est. FY2016 O&M for City's Recreation Center</u>		
Utilities	\$	16,974
Telephone/Communication	\$	6,684
Maintenance Building and Ground	\$	2,122
Landscape Maintenance	\$	1,379
Building Maintenance	\$	22,279
Janitorial Contract	\$	28,750
Equipment Operation and Maintenance	\$	<u>2,122</u>
FY 2016 Budgeted O&M Total	\$	80,310
ypothetical Increase to Community Services Budget	\$	238,969
Percentage Increase		398%



Third Party Revenues

- All revenue, if any, derived from charges to Third Parties for use of the ECCL Project shall be deposited into the ECCL Operating Account and applied toward payment of the annual cost to operate and maintain the ECCL Project.



Third Party Revenues

Third Party revenue differs from *Program* revenue.

- For example, the City shall be entitled to retain any and all revenue generated from operation of City summer programs.



Estimated FY2016 O&M Costs Comparison with Revenues

Expenses Only

District Estimated EOCL Expenditures FY 2016

Est. Fully Loaded Staff Costs FY2016	\$ 510,727
Est. Utility Costs	\$ 360,336
Est. Operating Expenses	\$ 60,258
Est. Maintenance Expenses	<u>\$ 169,642</u>
Total	\$ 1,100,963

City's Time Allocation from Use Matrix	<u>29%</u>
City's O&M Cost Share for FY	\$ 319,279
EUSDs Time Allocation from Use Matrix	71%
EUSDs O&M Cost Share for FY	\$ 781,684

Expenses and Revenues

District Estimated EOCL Expenditures FY 2016

Est. Fully Loaded Staff Costs FY2016	\$ 510,727
Est. Utility Costs	\$ 360,336
Est. Operating Expenses	\$ 60,258
Est. Maintenance Expenses	<u>\$ 169,642</u>
Total	\$1,100,963

EOCL REVENUES FY2016

Third Party, Wellness Center	\$ 30,000
Third Party, Library	\$ 20,000
Third Party Community Multi Use Room	<u>\$ 50,000</u>
Total Revenues	\$100,000

Expenditures less Revenues	\$1,000,963
City's Time Allocation from Use Matrix	<u>29%</u>
City's O&M Cost Share for FY	\$ 290,279
EUSDs Time Allocation from Use Matrix	<u>71%</u>
EUSDs O&M Cost Share for FY	\$ 710,684



What if there is no revenue to offset expense costs?

If there is no third part revenue to offset expense costs then the City will be responsible, under the current shared use allocation for 29% of the all of the O&M costs and the District for 71%.



Replacement Reserve Account

- ECCL Replacement Reserve Account to fund anticipated capital replacement of major items.
 - i.e; Roofs in years 20 & 30
 - Rubber playing surfaces in years 10, 20, 30 & 40

(Similar to Major Maintenance Fund)



DRAFT Capital Set-Aside Replacement Increase

Facilities Capital Set-aside

Major Maintenance Fund Annual Contributions FY2014

Public Works	\$	224,300
Police Department	\$	20,000
Fire Department	\$	40,400
Non-Departmental	\$	37,500
Child Development Center	\$	18,300
Senior Center	\$	21,000
Youth Service (Recreation Center)	\$	25,000
Total Facilities Set-aside	\$	386,500

DRAFT Facilities Capital Set-aside

Major Maintenance Fund Annual Contributions FY2016

Public Works	\$	224,300
Police Department	\$	20,000
Fire Department	\$	40,400
Non-Departmental	\$	37,500
Child Development Center	\$	18,300
Senior Center	\$	21,000
Youth Service (Recreation Center)	\$	-
Total Major Maintenance Set-aside	\$	361,500

ECCL Capital Set-aside

Capital Replacement Schedule	\$	1,761,466
City Allocation Percentage		26%
City Recreation/ECCL Allocation Cost	\$	457,981
Less Current Recreation Center Set-aside	\$	(25,000)
Recreation Center Budget Increase	\$	432,981
Total Facilities Set-aside (MM+ECCL)	\$	819,481



How does the City's O&M Funding Flow?

The City's fiscal responsibility for operations and maintenance, as it does with most of its other existing facilities, is funded by the General Fund and will be considered an increase to the Community Services bi-annually adopted operating budget.



How Do the Funds Flow?

**Fund- 101 - General Fund
Division 5450- Youth Services**

ACCT	TITLE	DRAFT 2014-15 Budget	DRAFT 2015-16 Budget
SALARIES AND BENEFITS Total		517,194	448,692
73000	OFFICE SUPPLIES	5,000	5,000
73150	POSTAGE	2,500	2,500
73400	CLOTHING	1,000	1,000
73420	FIELD TRIPS EXPENSE	10,000	10,000
73500	OPERATING SUPPLIES	39,000	39,000
SUPPLIES Total		57,500	57,500
76000	UTILITIES	16,000	-
76050	TELEPHONE/COMMUNICATION	6,300	-
UTILITIES Total		22,300	-
77000	MAINTENANCE BLDG & GRNDS	2,000	-
77020	LANDSCAPE MAINTENANCE	1,245	-
77030	BLDG MAINT MGMT (MCE)	20,380	-
77080	JANITORIAL CONTRACTS SVCS	26,301	-
77150	EQUIPMENT OPER & MAINT	2,000	-
New	ECCL O&M COST ALLOCATION	-	319,279
77960	TECHNOLOGY CHARGE	2,200	2,200
77990	FACILITY MAJOR MAINT CHGS	25,000	-
New	ECCL CAPITAL REPLACEMENT	-	457,981
MAINTENANCE Total		79,126	779,460
PROFESSIONAL FEES/SVCES Total		56,000	56,000
ADVERTISING/PRINTING&PUBL Total		2,500	2,500
EDUCATION AND TRAINING Total		4,500	4,500
RENTALS AND LEASES Total		4,000	4,000
FEES & CHARGES Total		-	-
PROGRAMS/GRANTS Total		15,000	15,000
Total Youth Services		758,120	1,367,652



Next Steps

- July 11, 2013- Master Joint Occupancy Agreement discussed at City/School Meeting with requested changes incorporated.
- July 16, 2013- City Council will consider approval of Sublease Agreement (Attachment B).
- July 25, 2013- Planning Commission will consider necessary land use approvals (conditional use permit and design review).



More Next Steps

- August 23, 2013- Deadline for Department of Finance to appeal City of Emeryville, Successor to the Emeryville Redevelopment Agency v Ana J. Motosantos judgment.
- August 28, 2013- (Tentative) EUSD School Board considers Master Joint Occupancy Agreement for Approval.
- September 3, 2013- (Tentative) City Council considers Master Joint Occupancy Agreement for Approval.



Requested Action

Review the Master Joint Occupancy Agreement and provide feedback as to any issues of concern, with the goal of revisiting the Agreement at the July 11, 2013 City/School meeting, with the changes recommended by the City Council and the EUSD School Board incorporated into the Agreement.



Any more questions?



JOINT OCCUPANCY AGREEMENT

Emery Unified School District & City of Emeryville

THE PROCESS OF CREATING THIS AGREEMENT

- City & District staff began this process in December of '12
- The parties' staff have had approximately 8-10 all-day meetings to identify and discuss issues and create the agreement.
- Given the unique nature of this agreement, there is a thought "process" that staff for both parties have undergone.
- We are in the "home-stretch" of this process.

GOALS OF THE AGREEMENT

- Facilitate a harmonious and synergistic partnership under the control of local elected officials.
- Recognize anticipated issues, and create flexible mechanisms for addressing unanticipated issues.
- Create clear expectations for both parties.
- Maximize the community benefits of the ECCL.
- Maximize the ability to make strategic choices regarding site use.

AGREEMENT STRUCTURE

- There is one Master Joint Occupancy Agreement.
- There are different attachments which address specific facets of the relationship.
- The meaningfulness of some of these attachments will outlive others.

AGREEMENT STRUCTURE

- Master Joint Occupancy Agreement
 - Attachment A – Site Description.
 - Attachment B – Sublease.
 - Attachment C – Project Lease.
 - Attachment D – Finance.
 - Attachment E – Governance.
 - Attachment F – Use, Operations & Maintenance.
 - Attachment G – Design & Construction.
 - Attachment H – General Conditions.

MASTER JOINT OCCUPANCY AGREEMENT

- The Recitals act like a preamble to remind our successors of how we got here.
- Incorporates all of the components under one “umbrella” agreement to which the others are attached.
- The Attachments are referenced similar to a table of contents.

MASTER JOINT OCCUPANCY AGREEMENT

- Conditions precedent and time for completion of conditions.
- Main condition arises from the fact that City bond dollars are currently unavailable.
- “Meet and Confer” obligation if dollars are not available by November 15, 2013.
- If City dollars do not become available, the agreement does not become effective except for “make whole” obligations.

ATTACHMENT A – PROPERTY DESCRIPTION

- This is simply a legal description of the entire ECCL site.
- Defines the property to which the rest of the agreement will apply.

ATTACHMENT B – CITY SUBLEASE TO DISTRICT

- This will already be signed at the time the JOA comes before the Board and Council for ratification.
- The City has a current leasehold interest in the Gym, Pool & Field areas.
- The sublease will come before the Board and Council in mid-July.
- Parties will want to lease the entirety of the ECCL site (including property leased by the City) to the lease-leaseback builder.

ATTACHMENT C – ECCL PROJECT LEASE

- Begins when sublease ends and:
 - (a) District provides Notice of Completion,
 - (b) District has obtained lien releases, and
 - (c) contractor's construction lease ends.

ATTACHMENT C – ECCL PROJECT LEASE (cont.)

- District leases the “entire” site and project to the City.
 - Except:
 - District offices, Administrative offices in the K-8 building (including areas housing confidential records) Administrative offices in the 9-12 building.
 - City offices in administration building (including areas housing confidential records and data.

Subject to the Use provisions of the Shared Use Operations and Maintenance Agreement.

ATTACHMENT C – ECCL PROJECT LEASE (cont.)

- Why are we leasing the “entire” site?
 - Permits leasing flexibility (Ed. Code §§ 17455 *et seq.*)
 - The lease is subject to the Shared Use Agreement (the Matrix).
 - The vast majority of the entire ECCL site can be used by both parties.
 - Permits serving alcohol during city functions. (B&P § 25608.)

ATTACHMENT C – ECCL PROJECT LEASE (cont.)

- The term of the entire agreement is 66 years.
- The “rent” is nominal (we will talk about maintenance and renovations costs later.)
- Both parties required to maintain their own insurance.
- Reciprocal indemnification.

ATTACHMENT D – FINANCE

- Conditions precedent to effectiveness (Finding of Completion and City access to \$21.2mm in bond dollars).
- District agrees to instruct the County Auditor-Controller to timely pay cost & expenses from District's bond proceeds in accordance with the Design & Construction Attachment.
- City agrees to pay to the District its bond proceeds, which District agrees to deposit with the County Auditor-Controller.

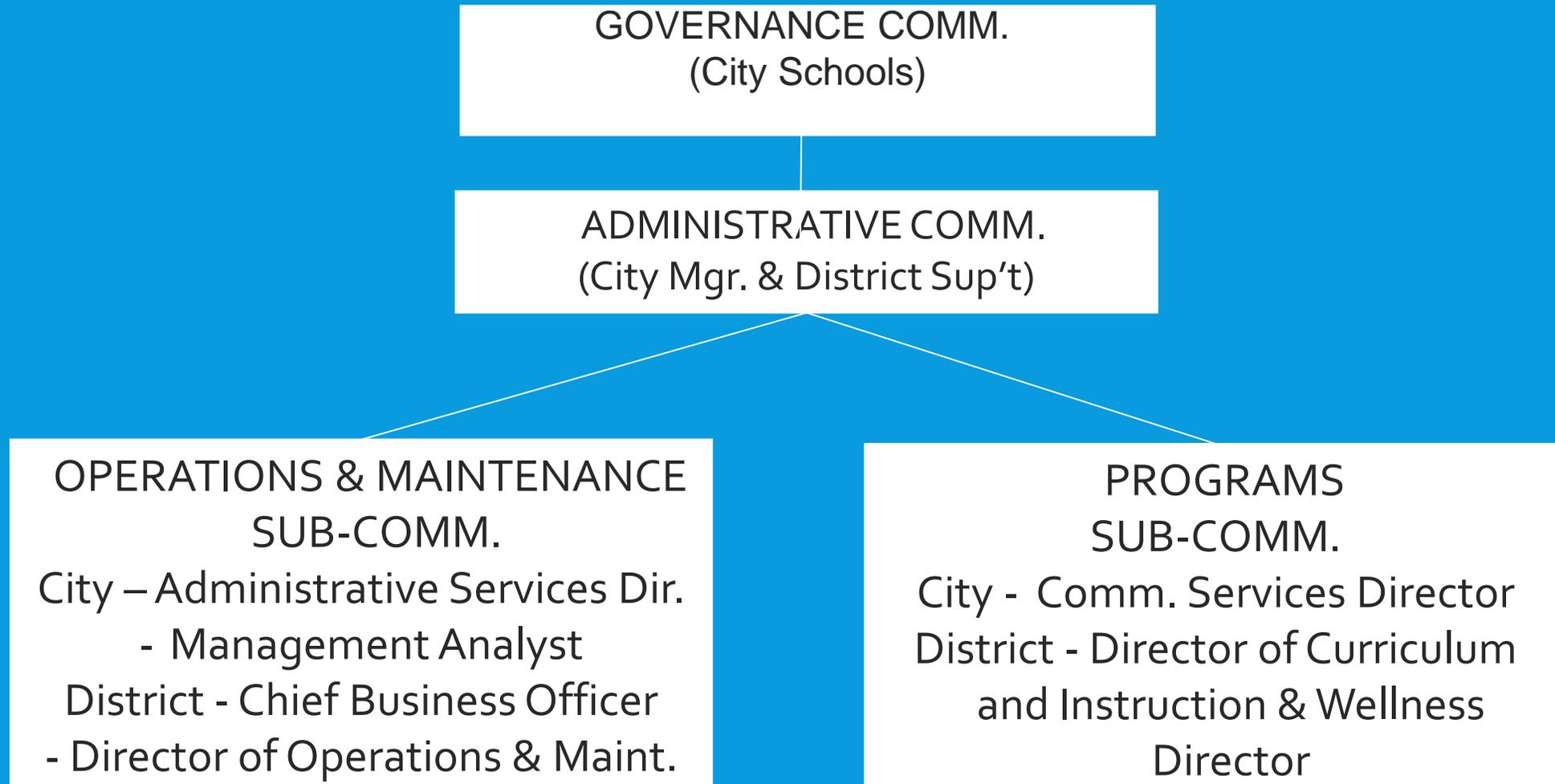
ATTACHMENT D – FINANCE (cont.)

- District agrees to monthly provide City with a written report of funds expended to date and an updated estimate of total remaining costs.
- If cost estimate becomes greater than remaining SA funds, parties meet & confer.
- City can stop disbursing funds until a solution is reached to close the gap.

ATTACHMENT D – FINANCE (cont.)

- Eligible expenses (see section 6).
- Expenditure ratio: *pari passu* based on percentage of parties' respective bond contributions (approximately 74/26%).
- Provides for end of term reconciliation in case of error.

ATTACHMENT E – GOVERNANCE



ATTACHMENT E – GOVERNANCE (cont.)

- The Governance Committee:
 - Discusses & addresses issues referred by the Administrative Comm.
 - Discusses & approves O&M percentages.
 - Recommend budgets for O&M.

ATTACHMENT E – GOVERNANCE (cont.)

- The Administrative Committee:
 - Approves the use “Matrix.”
 - Crafts and recommends solutions to problems as they arise.
 - Provides quarterly reports to the Governance Comm
 - Recommend budgets for O&M.

ATTACHMENT F – OPERATIONS, MAINTENANCE, & SHARED USE

▪ USE PROVISIONS

- By April 1 of each year, the Admin Comm. approves a use matrix.
- Exclusive Use Facilities (see section 4.)
- Third party use of facilities – terms acceptable to both Parties.
- Third Party Use Rules established by Admin. Comm.
- Administration of 3rd Party Use – Initially City's responsibility (costs represented in O&M budget.)

ATTACHMENT F – OPERATIONS, MAINTENANCE, & SHARED USE

- O&M PROVISIONS -
- This agreement creates two funds:
 - An O&M Fund; and
 - A Capital Replacement Fund.
- Each fund has its own purpose and structure.

ATTACHMENT F – OPERATIONS, MAINTENANCE, & SHARED USE (cont.)

- O&M FUND -
- By May 1st – the Gov. Comm. Will Have Approved their respective O&M percentages (see, Gov. Agmt section 2.2).
- By May 1st – the Gov. Comm. Will Make a Budgetary Recommendation to the Board and Council.
- The Council and Board retain independent control over the percentage share and budgetary recommendation by virtue of the voting structure for the Gov. Comm.

ATTACHMENT F – OPERATIONS, MAINTENANCE, & SHARED USE (cont.)

- Each Party must deposit its 1/12 share of the annual O&M budget into the O&M account by the first day of the month.
- Responsibility for maintaining the O&M account is initially with the District, but can later be shifted.
- Costs for administration are included in O&M budget.

ATTACHMENT F – OPERATIONS, MAINTENANCE, & SHARED USE (cont.)

- REPLACEMENT FUND –
- Capital replacement schedule is developed.
- Contributions are required as part of the ECCL budget (to be approved by the Gov. Comm., and the Parties independently.)
- Ensures that there will be funds available to maintain the quality of the site over time.

ATTACHMENT G – DESIGN & CONSTRUCTION

- Conditions Precedent
- Mutually Agreeable Construction Drawings (section 3).
- City has 10 days to comment on Lease-leaseback agreement.
- City can observe construction.
- Insurance – covered by District's OCIP during construction.

ATTACHMENT H- GENERAL CONDITIONS

- Events of Default (breach) & Notice.
- Non-binding mediation.
- All remedies available at law.
- Notice Provisions.

ECCL: The New Website

Inform and Engage

Our Purpose

- Communicate directly with the public
- Raise awareness
- Provide timely information
- Create a dynamic discussion

Our Goals

- Familiar, refined, fresh look
- Interesting, relevant, current information
- Retain content from old website
- Inviting space for **feedback** and **input**
- Mobile friendly

Visual Style

- Vital to **brand** and **user experience**
 - Familiar layout
 - Inviting bright colors
 - Open airy design
 - Modern feel
 - Content focused
 - Large images

Two Types of Pages

- “Static”
 - Basic information
 - Unchanging
 - Reliable
- “Dynamic”
 - Timely
 - Responsive
 - Interactive

“Homepage”

([view website](#))

- Featured information
- Custom “naming” animation
- Links to useful (dynamic information)
- Uncluttered
- Large images

“Building Design”

([view website](#))

- Example of “Static Page”
- Brief overview of information
- Pictures tell the story

“Blog”

([view website](#))

- Example of “Dynamic” page
- Familiar Blog form
- Timely information
- Creating a conversation
- Moderated and initiated by Site administrators

“Archives”

([view website](#))

- Custom interface
- Searchable
- All previous information

Fostering the Conversation

- Welcoming website
- Timely information
- Familiar format
- Participation, not initiation
- Social media integration
- Building new contacts to send information

Managing the Conversation

- Clarity of Purpose
- Clarity of Expectations

Lessons Learned

1. Republished content
2. Comment location confused
3. Backend transparency

Blog Rules & Terms of Use

This blog seeks to foster an open, civil and respectful conversation about ECCL. We seek to include all voices and perspectives on the topics and issues discussed. The rules outlined herein govern the use of this blog and must be followed to maintain civility and respect. We require that all who use this site follow the rules. Any violation of these rules will result in offending content being removed. Continued inappropriate online behavior will result in suspension from ongoing participation in this site. We want to hear from you and we want your voice shared with others. Please follow the rules.

You are fully responsible for everything that you submit in your comments, and all posted comments are in the public domain. We reserve the right to delete comments that are generally understood as any of the following:

- Violent, racist, obscene, profane, or hateful
- Comments that threaten or harm the reputation of any person or organization
- Advertisements or solicitations of any kind
- Comments that suggest or encourage illegal activity
- Multiple, off-topic posts or repetitive posts that are copied and pasted
- Personal information including, but not limited to, identification numbers, phone numbers, emails

In the interest of respectful discourse comments and submissions to the blog from fictitious, deceptive, and anonymous sources will not be accepted.

(Language from: <http://www.howto.gov/site-policies>)

ECCL Naming: The Launch

- Naming “contest” begins in late August and finalists are named in October
- Invite citizens/students to submit names
- Judging could be this group? The School Board? A select group representing all the various entities including students and teachers?

ECCL Naming: Get the Word Out

- Publicizing the contest
 - Announce via the web, posters, social media
 - Replicate the website new name announcement
 - Put physical announcement in the mall, condo lobbies, etc.
- Involve students and teachers
- Use naming to direct attention to new website

ECCL Naming: The Winning Name

- School Board/City Schools Committee selects top three and winner
- Announce the winner in early fall

Questions?