12:00 p.m.

ALBANY UNIFIED SCHOOL DISTRICT **BOARD OF EDUCATION**

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

SPECIAL MEETING

Albany Unified School District

CORNELL ELEMENTARY SCHOOL MULTI-PURPOSE ROOM

920 Talbot Ave., Albany, CA 94706

FRIDAY, JULY 20, 2018

Closed Session: 12:00-12:30 p.m.; Open Session: 12:30-3:00 p.m.

AGENDA

I. OPENING BUSINESS

A) Call to Order

B) Roll Call

C) Approval of Agenda

D) Identify Closed Session Pursuant to Agenda Section III Below

II. PUBLIC COMMENT PERIOD FOR CLOSED SESSION ITEMS

General public comment on any Closed Session item will be heard. The Board may limit comments to no more than three (3) minutes.

III. CLOSED SESSION

12:05 p.m. With respect to every item of business to be discussed in Closed Session pursuant to Government Code Section 54956.9(d)(4): A) Conference with Legal Counsel - Anticipated Litigation (1 case)

IV. OPEN SESSION

- A) Reconvene to Open Session
- B) Roll Call
- C) Report of Action Taken in Closed Session

V. REVIEW AND ACTION

- A) Independent Contractor Agreement With Heinemann Professional Development-----(pg. 2)
- B) Resolution 2018-19-01: Resolution Confirming the District's Commitment to Fiscal Solvency-----(pg. 7)
- C) Resolution No. 2018-19-02: Resolution Requesting Albany City Council Remove the Albany Unified School District from the City Charter----(pg. 11)

VI. ADJOURNMENT

FUTURE BOARD MEETINGS

Date	Time	Location
August 14, 2018	7:00 – 9:30 p.m.	Albany City Hall

Meeting Norms

Maintain a focus on what is best for our 1. students.

Show respect (never dismiss/devalue others). 2.

3. Be willing to compromise.

4. Disagree (when necessary) agreeably.

5. Make a commitment to effective deliberation, each one listening with an open mind while others are allowed to express their points of view.

Participate by building on the thoughts of a 6. fellow Board member.

7 Make a commitment to open communication and honesty; no surprises.

8. Commit the time necessary to govern effectively.

9 Be collaborative.

10. Maintain confidentiality (which leads to the building of trust).

11. Look upon history as lessons learned; focus on the present and the future.

All regular meetings are videotaped. (To view the videos, visit www.ausdk12.org)

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

3:00 p.m.

12:40 p.m.

12:35 p.m.

ALBANY UNIFIED SCHOOL DISTRICT BOARD AGENDA BACKUP

Special Meeting of July 20, 2018

ITEM: INDEPENDENT CONTRACTOR AGREEMENT WITH HEINEMANN PROFESSIONAL DEVELOPMENT

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

TYPE OF ITEM: REVIEW AND ACTION

PURPOSE: To approve an independent contractor agreement with Heinemann Professional Development to provide training to teachers in using the *Benchmark Assessment System*.

BACKGROUND INFORMATION:

In May 2018, the AUSD Governing Board approved the adoption of a TK-5 reading comprehension curriculum, Units of Study in Reading, as a component of the District's balanced literacy program. In order to maximize student outcomes, it is essential classroom teachers have accurate and timely information about students' reading levels for whole group, small group and individual instruction throughout the school year.

Beginning in Fall 2018, all TK-5 teachers will implement the *Benchmark Assessment System* to determine student reading levels, identify gaps in students' literacy skills, and make informed decisions that connect assessment to instruction and intervention.

DETAILS:

During the October 12, 2018 District Wide professional development day, all TK-5 teachers will receive training to implement the *Benchmark Assessment System*. Participants will learn how to administer, score, analyze, and interpret results. Participants will also explore how to use the data to inform instruction and intervention during whole class, small group, and individual teaching opportunities.

FINANCIAL INFORMATION: The cost of one day of professional development for all elementary teachers is \$7,200 and will be paid for using Title II funds (allocated specifically for professional development) not expended during the 2017-2018 year.

This contract aligns with LCAP Goal 1-Action 1.1.3: We will support the newly adopted materials for reading and language arts in grades TK-5.

STRATEGIC OBJECTIVES ADDRESSED:

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

RECOMMENDATION: APPROVE THE INDEPENDENT CONTRACTOR AGREEMENT WITH HEINEMANN PROFESSIONAL DEVELOPMENT



4

DEDICATED TO TEACHERS

361 Hanover Street Portsmouth, NH 03801-3912

Phone (603) 431-7894 Fax (603) 431-7840 (603) 431-4971

www.pd.heinemann.com

PD Offering:	Benchmark Assessment System 1, 3rd Edition Benchmark Assessment System 2, 3rd Edition
Date(s):	10/12/2018 - 10/12/2018
Location:	Albany, CA
Number of Participants:	40 (per session)
Total Fee:	\$7,200
Contact:	Marie Williams
Organization:	Albany City Unified School District

This session is based on the Benchmark Assessment Systems by Irene Fountas & Gay Su Pinnell.

The Fee for the Engagement is inclusive of the consultant's fee and expenses, and any handouts related to the seminar. The maximum number of participants for this seminar is <u>50</u>.

Prices include professional support <u>only</u>. Purchase of the *Benchmark* materials is required for all participants. For successful training, you must have enough systems to accommodate each person or 2 people to share. *Benchmark* materials can be purchased from your local distributor, sales representative, or through Heinemann.

You are <u>required</u> to fax or email a copy of a Purchase Order for the *Benchmark* product needed for this seminar to Marie Calvi at 800-354-2004 or marie.calvi@heinemann.com no later than 30 days prior to the seminar date. If you already have the product, you will need to fax or email a copy of the order that was placed. Failure to do so will result in the cancellation of this seminar. Such cancellations are subject to the fees described in Clause 2.

Contract and Purchase Order is due for the full amount of this agreement by: <u>7/27/2018</u>. The above date(s) are not secured until Heinemann has received the required purchase order.

ACCEPTED AND AGREED

Signed:	Date:
6	

Name (print): ______ Title: _____

COUNTERSIGNED

Cherie Bartlett, Manager of Professional Development, On-Site

AGREEMENT TERMS

This agreement by and between Heinemann Professional Development and the Client sets forth the agreement between the parties. When used herein, "Agreement" shall be understood to include this agreement, and any attached exhibits or any other documents made a part hereof or incorporated by reference, including any written amendments hereto.

Upon receipt of this Letter Agreement, you shall return by U.S. mail, to Heinemann Professional Development, two (2) copies of this Letter Agreement fully initialed and signed within fifteen (15) business days from the date of issue.

1. SERVICES

Heinemann will provide to Client professional services related to professional development, as set forth more fully in Exhibit A (the "Services") on page one of this Agreement. In performance of the Services at the scheduled event (the "Engagement"), Heinemann will employ a third-party Consultant/Consulting Author, as described in Exhibit A (first page of Agreement).

2. **FEES**

The Fee, as set forth in Exhibit A, shall be payable as follows:

(a) Upon execution of this Agreement, Client shall provide a purchase order for the full amount listed on Exhibit A. Purchase Order should be made out to Heinemann, 361 Hanover Street, Portsmouth, NH 03801-3912, Federal ID #06-1154537.

(b) The signed contract and purchase order shall be mailed to Heinemann Professional Development, 361 Hanover Street, Portsmouth, New Hampshire 03801-3912.

(c) Client shall pay the invoiced Fee balance to Heinemann within thirty (30) business days following Client's Engagement.

(d) Client acknowledges and agrees that in certain instances, should the number of participants increase, Client could be charged additional fees, as set forth in Exhibit A.

(e) All payments required by the Client under this Agreement are exclusive of all federal, state, local and foreign taxes, levies, and assessments. The Client agrees to bear and be responsible for the payment of all such taxes, levies and assessments imposed by any taxing authority.

3. RIGHT TO CANCEL; REFUNDS

If, before the date of the Engagement, Heinemann finds that either the Client has failed, neglected or refused to perform any other contract with Heinemann or the Client's financial credit has been materially impaired, then Heinemann shall have the right to cancel this Agreement upon notice to Client.

(a) In the event that the Client cancels this Agreement within sixty (60) days of the scheduled Engagement, for any reason other than as set forth below, Client shall be fully liable for the Fee. The parties acknowledge and agree that payment of the Fee upon improper cancellation shall serve as liquidated damages and not as a penalty, to compensate Heinemann for lost income due to the time reserved in good faith by Heinemann to undertake their obligations with respect to the Engagement.

4. FORCE MAJEURE

No party shall have any liability to another in the event of the cancellation of the Engagement if such cancellation is caused by or due to the physical disability of the Consultant/Consulting Author, or acts or regulations of public authorities, labor difficulties, civil tumult, terrorist attack or threats, government warnings, strike, epidemic, interruption or delay of transportation service or any other cause beyond the reasonable control of a party. In the event of a cancellation for "force majeure" the parties will attempt to reschedule the Engagement, or if rescheduling is not feasible or desirable, Heinemann will refund any Fee paid with respect to the cancelled presentation, but Client shall remain liable for any out of pocket expenses reasonably and necessarily incurred by Heinemann or the Consultant/Consulting Author in accordance with this Agreement. In the event of Force Majeure, please contact Marie Calvi as soon as possible at <u>marie.calvi@heinemann.com</u>.

Initial Here

5. NO RECORDATION

No audio, visual, radio, television, recording or transmitting devices may be used during the Engagement in any manner or form without the prior written consent of Heinemann.

6. INSURANCE

Client shall procure and maintain for the site of the presentation, with respect to the Engagement described herein, comprehensive liability insurance with a limit of coverage not less than One Million Dollars (\$1,000,000) per occurrence.

7. NON-COMPETITION AND NO OTHER BROKER

It is understood among all parties that any additional consulting work stemming from the Services provided will be contracted through Heinemann. Client will not use any broker, bureau or agent to book the Consultant or Consulting Author for any future Services or Engagements, other than Heinemann.

8. OWNERSHIP OF INTELLECTUAL PROPERTY

Heinemann and/or the Consultant/Consulting Author own all right, title and interest in and to their respective programs and products (the "Materials") including, but not limited to, worldwide copyright in all languages and in all forms and media now or hereafter known. Client and the participants are strictly prohibited from reproduction or distribution of the Materials without prior written permission from Heinemann. Client and the participants may not make use of the Materials in any manner other than the use intended by Heinemann through its provision of the Services. For the avoidance of doubt, no right, title, or license in the Materials is granted to the Client, except for the limited, personal, non-transferable right and license for the Client to use the Materials for the Client's own internal use and benefit without reproducing them in any medium.

9. INDEPENDENT CONTRACTOR

Heinemann, the Consultant/Consulting Author, and the Client are not partners or joint venturers and nothing contained herein shall be construed as creating an employment, partnership, joint venture, agency, or any other relationship whatsoever, except that of independent contractors, between Heinemann, the Consultant/Consulting Author, and Client. The Consultant/Consulting Author is responsible for all statements made by the Consultant/Consulting Author in connection with the Engagement.

10. LIMITED WARRANTY AND DISCLAIMER

Heinemann warrants that the Services will be performed in a professional and diligent manner. Except for the express warranty stated in this section, to the maximum extent permitted by applicable law, Heinemann makes no additional warranty, express or implied, statutory or otherwise, as to any matter whatsoever and all warranties of merchantability, fitness for a particular purpose and non-infringement of third party rights are expressly disclaimed and excluded.

11. GOVERNING LAW AND FORUM SECTION

This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire without giving effect to principles of conflicts of laws and Client hereby submits to the exclusive jurisdiction of the federal and state courts situated in the State of New Hampshire and the applicable service of process.

12. LIMITATION OF LIABILITY

In no event shall Heinemann or the Consultant/Consulting Author be liable for any consequential, special, indirect, multiple or punitive damages of any kind. Heinemann and Consultant/Consulting Author's liability shall be limited to the aggregate fee for services set forth on Exhibit A.

13. NON-DISCRIMINATION

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

14. ENTIRE AGREEMENT

This agreement, including any attachments or exhibits, constitutes the entire agreement between the parties concerning the Services, and can only be supplemented, amended or revised in writing by agreement of the parties.

ALBANY UNIFIED SCHOOL DISTRICT BOARD AGENDA BACKUP

Special Meeting of July 20, 2018

ITEM: RESOLUTION 2018-19-01: RESOLUTION CONFIRMING THE DISTRICT'S COMMITMENT TO FISCAL SOLVENCY

PREPARED BY: DOUG CRANCER, CHIEF BUSINESS OFFICIAL (INTERIM)

TYPE OF ITEM:REVIEW & ACTION

PURPOSE: The Alameda County Office of Education is requiring a Board Resolution confirming the need for the District to implement on-going expenditure reductions (absent any additional revenue) for the 2019-20 fiscal year in the amount of \$2.5 million in order to meet the State minimum reserve level through 2021-22.

BACKGROUND INFORMATION: As a result of additional general purpose/LCFF revenue being unable to absorb increases in salary due to step increases, pension increases, projected health & welfare benefit increases, and continue to maintain current programs, the District is projected to continue to deficit spend in 2018-19 and subsequent years. While the District has available reserves, those reserves are projected to be exhausted by 2020-21 without implementing expenditure reductions.

DETAILS: As presented in the 2018-19 Adopted Budget, the District will need to reduce its expenditures beginning 2019-20 by \$2.5 million (absent any additional revenue) in order for the District to maintain a 3% reserve for economic uncertainty through 2021-22. While the available reserve percentage is projected to be 11.71% for the 2018-19 budget year, it is projected to be 7.32% at the end of 2020-21 and projected to be 3.6% for 2021-22 <u>after</u> \$2.5 million of ongoing reductions are implemented.

If no action is taken, the Alameda County Office of Education will be forced to intervene in order for the District to remain solvent

KEY QUESTIONS/ANSWERS:

- 1. When will reductions occur?
 - a. The budget reductions will need to be approved by the Board of Education no later than at the February 12, 2019 regular board meeting. However, a specific list of reductions will need to be identified and incorporated in the District's First Interim Report that will be scheduled for Board approval in December.

FINANCIAL INFORMATION: As presented in the 2018-19 Adopted Budget, the District's 2018-19 General Fund projects a total operating deficit of \$1.30 million (\$1.27 million unrestricted deficit) resulting in an estimated ending fund balance of \$5.91 million.

During 2019-20, the District estimates that the General Fund is projected to deficit spend by approximately \$507,000 (assumes \$2.5 million of unidentified expenditure reductions) resulting in a General Fund balance of approximately \$5.40 million.

During 2020-21, the District estimates that the General Fund is projected to deficit spend by approximately \$1.61 million (assumes a continued level of \$2.5 million of unidentified expenditure reductions) resulting in a General Fund balance of approximately \$3.8 million.

Despite current year and future projected deficit spending, the adopted budget and multi-year projections support that the District is projecting to be able to meet its financial obligations for the current and subsequent two years provided that the District implements \$2.5 million of <u>on-going</u> budget reductions beginning in 2019-20.

STRATEGIC GOALS ADDRESSED: This Board Item addresses:



Objective #1: Assess and Increase Academic Success.

Goal: We will provide a comprehensive educational experience with expanded opportunities for engagement, assessment, and academic growth so that all students will achieve their fullest potential. Objective #2: Support the Whole Child.



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



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

RECOMMENDATION: Review and Adopt Resolution 2018-19-01: RESOLUTION CONFIRMING THE DISTRICT'S COMMITMENT TO FISCAL SOLVENCY

ALBANY UNIFIED SCHOOL DISTRICT COUNTY OF ALAMEDA, STATE OF CALIFORNIA

Resolution No. 2018-19-01

RESOLUTION CONFIRMING THE DISTRICT'S COMMITMENT TO FISCAL SOLVENCY

WHEREAS, this Board of Education (the "Board of Education") of the Albany Unified School District (the "District"), located in the County of Alameda, California (the "County"), is responsible for the approval of the school district's annual budget; and

WHEREAS, the Board of Education recognizes that the District is highly dependent on revenue from the State of California, and those revenue sources are dependent on the stability of the California State economy; and

WHEREAS, the Board of Education recognizes that the State has burdened the District with significant additional PERS and STRS costs for fiscal years 2014-15 through 2024-25; and

WHEREAS, the Board of Education recognizes that in order to maintain fiscal solvency in light of these, and other rising costs it is necessary to either increase revenue or decrease expenditures to meet the District's fiscal obligations in the current year and two subsequent years as mandated by California State law; and

WHEREAS, the Board of Education adopted Board Policy 3460 stating "The Board of Education is committed to ensuring the fiscal health of the district and providing public accountability. The Board shall adopt sound fiscal policies, oversee the district's financial condition, and continually evaluate whether the district's budget and financial operations support the district's goals for student achievement"; and

WHEREAS, Board Policy 3460 further states "If district conditions predict fiscal distress or indicate that the district might not be able to meet its fiscal obligations, the Board and Superintendent or designee shall act quickly to identify and resolve these conditions. The Board shall work cooperatively with the County Superintendent of Schools to improve the district's fiscal health and may contract with an external individual or organization to advise the district on fiscal matters"; and

WHEREAS, the Board of Education recognizes that the current multi-year projection indicates that the District will need to identify on-going expenditure reductions (in the absence of additional revenue) of \$2.5 million in 2019-20; as presented in the 2018-19 Adopted Budget. Additionally, the Board of Education recognizes that this projection may increase or decrease depending on final State revenue allocations or any other changes to the multi-year assumptions, prior year ending fund balance, enrollment changes, etc.; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF ALBANY UNIFIED SCHOOL DISTRICT:

The Board of Education will develop, prioritize, and adopt specific expenditure reductions for 2019-20 amounting to \$2.5 million on or before the November 13, 2018 Board Meeting in order to meet the State minimum reserve level through 2021-22.

AND BE IT FURTHER RESOLVED that the reductions will be incorporated in the Multi-Year Projection that is presented with the 2018-19 First Interim Report and, and will be implemented no later than the February 12, 2019 Board Meeting

PASSED AND ADOPTED by the Board of Education of the Albany Unified School District of the County of Alameda, this 20th day of July, 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

ALBANY UNIFIED SCHOOL DISTRICT BOARD AGENDA BACKUP

Special Meeting of July 20, 2018

ITEM: RESOLUTION NO. 2018-19-02: RESOLUTION REQUESTING ALBANY CITY COUNCIL REMOVE THE ALBANY UNIFIED SCHOOL DISTRICT FROM THE CITY CHARTER

PREPARED BY: VAL WILLIAMS, SUPERINTENDENT

TYPE OF ITEM: REVIEW AND ACTION

PURPOSE: Board of Trustees to review and approve Resolution No. 2018-19-02: Resolution Requesting Albany City Council Remove the Albany Unified School District from the City Charter

BACKGROUND INFORMATION/DETAILS: The Albany Unified School District (AUSD) currently operates under the City Charter of the City of Albany. AUSD has its own School Board of Trustees, Board By-laws, and district staff who run the day-to-day operations of the district. AUSD is also governed by the California Education Code and School Board Policies. The Board wishes to relieve the City of Albany of the administrative burden of governing school board elections and to simplify procedures for the Board when it believes changes in elections are necessary.

FINANCIAL INFORMATION: AUSD's cost to place a measure on the election ballot.

STRATEGIC OBJECTIVES ADDRESSED:

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

RECOMMENDATION: Board of Trustees to review and approve Resolution No. 2018-19-02: Resolution Requesting Albany City Council Remove the Albany Unified School District from the City Charter

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

RESOLUTION NO. 2018-19-02: RESOLUTION REQUESTING ALBANY CITY COUNCIL REMOVE THE ALBANY UNIFIED SCHOOL DISTRICT FROM THE CITY CHARTER

WHEREAS, the Albany Unified School District Board of Education (the "Board") currently operates under the City Charter of the City of Albany, and

WHEREAS California school districts are governed by California Education Code and district policy; and

WHEREAS California Education Code limits the control of charter cities over school districts to governing the timing and nature of elections; and

WHEREAS the Board wishes to relieve the City of Albany of the administrative burden of governing school board elections and to simplify procedures for the Board when it believes changes in elections are necessary;

THEREFORE, BE IT RESOLVED that the Board request the City Council consider placing the following resolution on the ballot of a future election, as soon as the City Council feels is practical:

To enhance the effective and independent governance of the school district, shall the Albany City charter be amended to remove the Albany Unified School District from the City Charter.

PASSED AND ADOPTED by the Governing Board of Education of the Albany Unified School District of the County of Alameda, this day, July 20, 2018, by the following vote:

esident of the Board of Education of the
esident of the Board of Education of the

ATTEST:

AYES: NOES: ABSTAIN: ABSENT[.]

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