

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

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

REGULAR MEETING

NOVEMBER 27, 2018

Closed Session: 6:00 p.m. - 6:30 p.m.

***Open Session: 6:30 p.m. - 9:05 p.m.**

The public is encouraged to address the Board on any topic on the agenda. The President will also invite the public to speak during the section titled “Persons to Address the Board on Matters Not on the Agenda”. To ensure accurate information is captured in the Board meeting minutes, please complete the “Speaker Slip” provided on the table and hand it to the clerk when speaking.

AGENDA

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| <p style="text-align: center;">Meeting Norms</p> <ol style="list-style-type: none"> 1. Maintain a focus on what is best for our students. 2. Show respect (never dismiss/devalue others). 3. Be willing to compromise. 4. Disagree (when necessary) agreeably. 5. Make a commitment to effective deliberation, each one listening with an open mind while others are allowed to express their points of view. 6. Participate by building on the thoughts of a fellow Board member. 7. Make a commitment to open communication and honesty; no surprises. 8. Commit the time necessary to govern effectively. 9. Be collaborative. 10. Maintain confidentiality (which leads to the building of trust). 11. Look upon history as lessons learned; focus on the present and the future. <p style="text-align: center;">All meetings are videotaped. (To view the videos, visit www.ausdk12.org)</p> | <p style="text-align: right;">6:00 p.m.</p> <p>I. OPENING BUSINESS</p> <p>A) CALL TO ORDER</p> <p>B) ROLL CALL</p> <p>C) IDENTIFY CLOSED SESSION PURSUANT TO AGENDA SECTION III BELOW</p> <p>II. PUBLIC COMMENT PERIOD FOR CLOSED SESSION ITEMS</p> <p><i>General public comment on any Closed Session item will be heard. The Board may limit comments to no more than three (3) minutes.</i></p> <p style="text-align: right;">6:05 p.m.</p> <p>III. CLOSED SESSION</p> <p>With Respect to Every Item of Business To Be Discussed In Closed Session:</p> <p>A) CONFERENCE WITH LEGAL COUNSEL - Existing Litigation (Gov. Code section 54956.9):</p> <ul style="list-style-type: none"> • Philip Shen, et al. v Albany Unified School District <p>B) PURSUANT TO GOV. CODE SECTION 54957.6: CONFERENCE WITH LABOR NEGOTIATOR (Superintendent Valerie Williams, District Representative), REGARDING NEGOTIATIONS AS IT PERTAINS TO:</p> <ul style="list-style-type: none"> • Albany Teachers Association (ATA) • California School Employees Association (CSEA) • Service Employees International Union (SEIU) |
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IV. OPEN SESSION**6:30 p.m.**

(10 mins.)

Depending upon completion of Closed Session items, the Board of Education intends to convene to Open Session at 6:30 p.m. to conduct the remainder of its meeting, reserving the right to return to Closed Session at any time.

A) CALL TO ORDER (Reconvene to Open Session)**B) ROLL CALL****C) PLEDGE OF ALLEGIANCE****D) READING OF AUSD MISSION & VISION STATEMENT****E) REPORT OF ACTION TAKEN IN CLOSED SESSION****F) APPROVAL OF AGENDA****G) APPROVAL OF CONSENT CALENDAR**

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

1) Superintendent:

- a) Minutes of the September 25, 2018 Regular Board Meeting------(pg.4)

2) Human Resources:

- a) Certificated Personnel Assignment Order & Classified Personnel Assignment Order------(pg.12)
- b) Student Teacher and Intern Placement Agreement------(pg.14)

3) Curriculum, Instruction, and Assessment:

- a) Independent Contractor Agreement with Berkeley Chess School for Elementary Enrichment:
Chess at Ocean View Elementary School------(pg.20)

H) BOARD AND SUPERINTENDENT REPORTS**6:40 p.m.**

(5 mins.)

I) STUDENT BOARD MEMBERS' REPORT**6:45 p.m.**

(5 mins.)

J) PERSONS TO ADDRESS THE BOARD ON MATTERS NOT ON THE AGENDA**6:50 p.m.**

(5 mins.)

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

K) REVIEW AND DISCUSSION**6:55 p.m**

- 1) Budget Advisory Committee Mission and Structure------(pg.29)
(30 mins.)

L) REVIEW AND ACTION**7:25 p.m.**

- 1) Human Resources:
a) Recommendation to Designate Certificated Employees to Permanent Status------(pg.31)
(5 mins.)
- 2) Superintendent:
a) Superintendent's Budget Reduction Plan------(pg.32)
(60 mins.)
b) Plan for Temporary Housing for Elementary Students------(pg.38)
(30 mins.)

AGENDA ITEMS/MATTERS INTRODUCED BY THE BOARD**9:00 p.m.**

(5 mins.)

V. ADJOURNMENT**9:05 p.m.**

The Board believes that late night meetings deter public participation, can affect the Boards decision-making ability, and can be a burden to staff. Regular Board Meetings shall be adjourned by 9:30 p.m. unless extended to a specific time determined by a majority of the Board.

FUTURE BOARD MEETINGS

| Date | Time | Location |
|-------------------|------------------|------------------|
| December 11, 2018 | 7:00 - 9:30 p.m. | Albany City Hall |
| January 8, 2019 | 7:00 - 9:30 p.m. | Albany City Hall |

The Board of Education meeting packet is available for public inspection at: Albany Unified School District, 1200 Solano Avenue, and is available on the Albany Unified School District web site: www.ausdk12.org. If you provide your name and/or address when speaking before the Board of Education, it may become a part of the official public record and the official minutes will be published on the Internet. In compliance with the Americans with Disabilities Act (ADA), if you need special assistance to participate in this meeting, please contact the Superintendent's Office at 510-558-3766. Notification must be given forty-eight (48) hours prior to the meeting to make reasonable arrangements for accessibility (28 CFR 35.102.104 ADA Title II).

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

**MINUTES FOR REGULAR MEETING - DRAFT TO APPROVED
September 25, 2018**

**Albany City Hall
1000 San Pablo Ave., Albany, CA 94706**

I. OPENING BUSINESS

A) CALL TO ORDER

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

B) ROLL CALL

- 1. Board Members Present:** President Black, Vice President Stapleton-Gray, Board Member Blanchard, Board Member Clark, Board Member Trutane
- 2. Staff Members Present:** Superintendent Valerie Williams; Cheryl Cotton, Director, Human Resources

C) IDENTIFY CLOSED SESSION PURSUANT TO SECTION III BELOW

II. PUBLIC COMMENT PERIOD FOR CLOSED SESSION ITEMS

Having no one present to address the Board, the Board adjourned to Closed Session.

III. CLOSED SESSION: With Respect to every item of business to be discussed in Closed Session:

A) CONFERENCE WITH LEGAL COUNSEL - Existing Litigation (Gov. Code section 54956.9):

- Philip Shen, et al. v Albany Unified School District
- C.E. v Albany Unified School District et. al.
- Kaidong Chen v Albany Unified School District

B) PURSUANT TO GOV. CODE SECTION 54957.6: CONFERENCE WITH LABOR NEGOTIATOR (Superintendent Valerie Williams, District Representative), REGARDING NEGOTIATIONS AS IT PERTAINS TO:

- Albany Teachers Association (ATA)

C) PUBLIC EMPLOYEE PERFORMANCE EVALUATION- (Gov. Code Section 54957):

- Superintendent

IV. OPEN SESSION

A) CALL TO ORDER (Reconvene to Open Session)

President Black called the meeting to order at 7:07 p.m.

B) ROLL CALL

1. **Board Members Present:** President Black, Vice President Stapleton-Gray, Board Member Blanchard, Board Member Clark, Board Member Trutane, Student Board Member Weinstein, and Student Board Member Mallah
2. **Staff Present:** Superintendent Valerie Williams; Jackie Kim, Chief Business Official; Marie Williams, Director III, Curriculum, Instruction, and Assessment; Carrie Nerheim, Director I, Student Services; Cheryl Cotton, Director, Human Resources; and Diane Marie, Director III, Special Education;
3. **Staff Excused:** Dax Kajiware, Director of Technology

C) PLEDGE OF ALLEGIANCE

D) READING OF THE AUSD MISSION & VISION STATEMENT

Student Board Members Mallah and Weinstein read the AUSD Mission and Vision Statement.

E) REPORT OF ACTION TAKEN IN CLOSED SESSION

President Black reported that the Board took no action in Closed Session.

F) APPROVAL OF AGENDA

Having no discussion or comment on the Agenda, President Black requested a motion.

Motion: Board Member Clark moved to Approve: *Albany Unified School District Board of Education Agenda for the September 25, 2018 Regular Meeting*. Seconded by Board Member Trutane. The motion passed unanimously.

G) APPROVAL OF CONSENT CALENDAR

1. **Superintendent**
 - a) Minutes of the August 14, 2018 Board of Education Meeting
2. **Human Resources**
 - a) Certificated Personnel Assignment Order & Classified Personnel Assignment Order
3. **Curriculum, Instruction, and Assessment**
 - a) Overnight Field Trip: Albany High School All-Choir Spring Tour to Anaheim, California

Adjustment to Consent Calendar: Superintendent Williams stated that the *Overnight Field Trip: Albany High School All-Choir Spring Tour to Anaheim, California* has a minor revision. In the Details: the sentence should be revised to include students in the Concert Choir.

“Students in Albany High School who are members of the Treble Chamber, Bass Chamber, Concert Choir, and Chamber Singers choirs will travel by chartered bus to Anaheim, California.”

Having no further discussion or comments on the Consent Calendar, President Black requested a motion to approve with this stipulated change.

Motion: Board Member Blanchard moved to Approve: Consent Calendar. Seconded by Vice President Stapleton-Gray. The motion passed unanimously.

H) BOARD AND SUPERINTENDENT REPORT

Superintendent Williams reported that the Budget Advisory Committee met on Friday, September 21st in the Albany Middle School Library. The committee looked at a lot of data, which can all be found on the [Budget Advisory Committee website](#). There is also a link on that web page for the public to provide input on budget priorities process: [BUDGET COMMENTS INPUT FORM](#). Finally, information on the AUSD Budget can also be found on the [AUSD Budget Watch website](#). The Budget Advisory Committee will meet again on October 3, 2018 from 5:00 - 7:00 p.m. in the Albany Middle School Library.

Superintendent Williams also read a letter from the University of Chicago regarding Albany High School History teacher, Kevin James. Mr. James was selected to receive the University of Chicago's Outstanding Educator Award. Congratulations Mr. James!

President Black reported that on Monday, September 24th, he and Superintendent Williams attended the 2x2x2 meeting, a meeting between the District, the Albany City Council, and University of Cal at Berkeley. Well attended meeting at which Superintendent Williams presented a report on the status of a AUSD construction projects. UC Berkeley presented a report on their Student Housing Initiative which came from The Office of the President of University of California. UC Berkeley is working on a master development plan, and while they have no specific plan or timeline for Albany, they promised they would give Albany advanced notice before they add a lot more students for AUSD schools. The City of Albany has a new Emergency Services Manager at City Hall. They will be holding monthly meetings at private homes for people who want to do participate. There will also be a local Hazards Mitigation Plan and look forward to learning about the AUSD school emergency plans when the District is ready to report on them. The question was raised as to whether they should have a joint City Council-AUSD School Board meeting, and President Black requested agenda ideas from the Board for such a meeting.

Board Member Blanchard attended The Budget Advisory Committee meeting as a member of the public and not as a committee member. He appreciated the materials prepared for that meeting and thought the committee is off to a good start.

Board Member Clark shared that Cornell is having their annual Silly Olympics fundraiser this Sunday, September 30th. He also thanked the Albany Middle School staff and Principal Brill for the successful Back to School Night. He expressed appreciation for the daily communication that comes home from the middle school via email. He also shared that the PTA will be holding a School Board Candidates Forum on October 3rd at the AHS Little Theatre at 7:00 p.m.

Board Member Trutane reported that she also attended the Albany Middle School Back to School Night and it was wonderful. It was preceded by a meeting of the AMS PTA, during which they collected topics for meetings for the rest of the year. She also went to the Albany High School back to school night. The PTSA at the high school ran a Math Circle at the high school and discussed math at the high school. She also ran through the AUSD website to show the community where and how to find things on the budget.

I) STUDENT BOARD MEMBERS' REPORT

Student Board Members Weinstein and Mallah provided the Board with the Student Board Member Report, which highlighted some of the recent and upcoming events in the Albany schools.

Albany High School:

- On Friday, September 21st, the Albany High School Varsity football team celebrated a 34-0 win against Swett High school.
- In the coming few weeks, colleges such as New York University, University of California Santa Barbara, University of Southern California and more will be visiting Albany High for an informational session. Visit the Albany High Website for more details.
- Albany High is in the middle of *Start With Hello Week*, a week promoting kindness and community in schools, designed by the Sandy Hook Promise.

Albany Middle School:

- A Black Parent Engagement Committee meeting will be held on October 2nd from 5:30-6:30 at Ocean View Elementary.
- On October 3rd, students are encouraged to travel to school on foot or on wheels for Albany Middle's *International Walk and Roll to School Day*.

Marin Elementary:

- The first PTA meeting is being held on September 25th.
- The Marin *Book Fair* will be held on October 1st and 2nd.

Cornell Elementary:

- *Silly Olympics* will be held on September 30th.
- *Community Time* at the Cornell playground will be on October 3rd

Ocean View Elementary:

- The Temporary Housing Plan for Ocean View was presented to the PTA at their first meeting.
- ELAC and DELAC meetings will be held on September 26th at AMS.

Student Board Member Mallah also reported that she met with Albany High School Principal Ritchie and a PE teacher to clarify the information about the physical education requirements and grading. Only 10% of the grade is a fitness component and 70% of the grade is participation.

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

Helen Garcia, representing the Albany Armada Aquatics Program, addressed the Board regarding a contract issues with the Albany Aquatics Center. Ms. Garcia stated that the Armada, which is a private user group, brings in half of the revenue to Aquatic Center. They recently lost one lane at the pool, and are requesting for that to be reinstated so that they may sustain their program. President Black asked Ms. Garcia to stick around for the item on the Aquatic Center that is on the agenda. Board Member Trutane asked for the age range of the majority of the Armada swimmers, and Ms. Garcia stated that bulk of the swimmers are ages 6-12.

K) STAFF REPORT

1) Superintendent: Update on Albany High New Addition Construction Project

Superintendent Williams shared an update on the New Addition Construction Project at the high school. Key information presented in her slides included:

ORIGINAL TIMELINE:

- Demolition of Amphitheater – Summer, 2018 - **Completed**
- Geotechnical Study – [May 18, 2016] - **Completed**
- Submittal of Construction Documents to DSA – [July 13, 2018] - **Completed**
- DSA Approval – Early September, 2018 - **Delayed 3 months**
- Begin Construction – [September 4, 2018] - **Delayed - Possibly until January 2019**
- Project Completion – August 6, 2019 - **Delayed - Possibly until December 2019**

The Division of State Architect Review is currently behind schedule by 3 months. This is due to a slow response from DSA, and the Open California Geological Survey item which has to be addressed and re-submitted to DSA for review.

The Revised Timeline:

- DSA Approval - Pending
- Begin Construction – January 2019
- Project Completion – December 2019

Discussion centered around the delays. The Division of State Architects (DSA) may be backlogged with numerous projects. Juan Barrosa, Project Manager, explained the specifics of the [DSA Report](#). Board Member Blanchard suggested that Staff agendaize a discussion on construction. Superintendent Williams stated that she would be meeting with principals later this week to discuss. To listen to the discussion and report in its entirety, please view the [September 25, 2018 BOE video](#) at 25:00.

2) Education Services: Ninth Grade Mathematics Enrollment Patterns

Marie Williams, Director of Curriculum, Instruction, and Assessment, reviewed her report and presented [a Powerpoint presentation](#) to highlight some key data and points. She clarified that this is a required report per Senate Bill 359: California Mathematics Placement Act of 2015. In addition to the three (3) slides in the Board packet, she presented three (3) more slides that captured the following: *9th Grade Mathematics Enrollment Observations, Mathematics Cohort Enrollment, and Removing Barriers to Access to Mathematics Courses*.

A parent of the community expressed concern that the data in the slide “9th Grade Mathematics Enrollment Observations” only addresses African American, Chinese, and white students, and it does not include Latino/Hispanic students. Marie commented that it was not intentional to not include data for latino/hispanic students. For the past 2 years she has liaised with the Latino/Hispanic Parent Engagement Group and has provided them a lot of data on how the Latino/Hispanic student population is doing. But when she does this presentation next year, she will be sure to include a set of this information also.

To listen to the discussion and report in its entirety, please view the [September 25, 2018 BOE video](#) at 58:50.

3) **Student Services: Enrollment Update**

Carrie Nerheim, Director of Student Services, recognized Kristin Nichols, the new Student Enrollment Coordinator, for all of her hard work and dedication. Director Nerheim presented a slideshow on enrollment numbers. To listen to the discussion and see the report, please view the [September 25, 2018 BOE video](#) at 1:26:44.

L) **REVIEW AND DISCUSSION**

1) **Student Services: Albany Middle School Behavior Matrix**

Carrie Nerheim, Director of Student Services, introduced Albany Middle School Principal, Deborah Brill, and Assistant Principal, David Hauptert, to present the Behavior Matrix. Mr. Hauptert presented a slideshow which reviewed and explained the Behavior Matrix over the past three years. This presentation and the discussion can be viewed on the [September 25, 2018 BOE video](#) beginning at 1:35:07.

The Board, Staff, and members of the community discussed briefly issues regarding truancy and absenteeism; tardiness; students with mental health issues provoked by bullying; students with IEPs; and issues of race and class.

President Black requested that the Albany Middle School Behavior Matrix be brought back to the Board on Consent with the changes highlighted.

M) **NEED TO EXTEND MEETING**

Motion by Board Member Blanchard to extend the meeting 25 minutes, from 9:10 p.m. to 9:35 p.m.

Motion seconded by Vice President Stapleton-Gray. The motion passed unanimously.

N) **REVIEW AND ACTION**

1) **Business Department**

a) **Albany Aquatic Center Fiscal Solvency Plan**

Jackie Kim, Chief Business Official, reviewed this plan as presented in the Board packet. The following items are being requested: 1) Increase fees for classes and pool usage, and 2) Increase salary for hourly employees (to attract and recruit more staff so more classes can be offered).

Vice President Stapleton-Gray asked if the Aquatic Center receives any revenue from the City of Albany, and who pays for the showers for the homeless program? Amanda Mendieta, Director of the Albany Aquatic Center, explained that the showers for the homeless is a community program. The community pays for showers, which is covered by a Community Resource Fund.

Board Member Blanchard stated that it is worth highlighting for the public that the pool has never encroached on the General Fund. Ms. Mendieta added that a percentage of their revenues will be put aside for repairs, etc. in future. Board Member Blanchard added that the key to Fiscal Solvency is programming as much as possible, and he appreciate the direction that Ms. Mendieta is going in with this and what is needed to increase programming. The Board and Staff discussed the issue

raised by the speaker (Ms. Garcia) regarding the Albany Armada and the pool usage. The Board requested that ACC work with the Armada on this issue.

Members of the community addressed the Board to add their support for the Albany Aquatics Center and raise in hourly rate for staff. Board Member Clark added that he supports the proposed \$15.00 hourly raise for the Lifeguard/Front Desk position, and requested publicly that while CSEA and ATA and other unions are in negotiations, maybe the Board can be generous with them as well.

Motion: Board Member Clark moved to Approve: *Albany Aquatic Center Fiscal Solvency Plan*. Seconded by Board Member Blanchard. The motion passed.

b) Weekday Custodial Fee for Facility Use for Non-AUSD Users

Jackie Kim, Chief Business Official, reviewed this plan as presented in the Board packet.

Vice President Stapleton-Gray requested information about the District-City of Albany reciprocity. Ms. Kim, Chief Business Official, stated that she can bring this information to the Board in the future. Board members and Staff held a brief discussion regarding exceptions to this fee change. Ms. Mendieta, Director of the Albany Aquatics Center, stated that they will be bringing their joint-use agreement with the City of Albany to the Board at a later date. As of now, the City of Albany is the only group that does not pay the weekday custodial fee. They also do not pay the weekend custodial fee.

Motion: Board Member Trutane moved to Approve: *Weekday Custodial Fee for Facility Use for Non-AUSD Users*. Seconded by Vice President Stapleton-Gray. The motion passed unanimously.

2) Superintendent

a) Resolution No. 2018-19-04: In Support of City of Albany Resolution Declaring November 11 – 17 as “No Hate Week” in Albany

Superintendent Williams presented a revised version of the Resolution to include the following change:

WHEREAS, attacks on immigrants, Muslims, people of color, women, the LGBTQI community, and our most vulnerable are now ~~commonplace~~ **more frequent**, resulting in an uptick in hate crimes and the open promotion of xenophobic ideas; and

Motion: Board Member Blanchard moved to Approve: *Resolution No. 2018-19-04: In Support of City of Albany Resolution Declaring November 11 – 17 as “No Hate Week” in Albany* as revised. Seconded by Board Member Trutane. The motion passed unanimously.

3) Special Education

a) Master Contract Between Albany Unified School District and Discovery Academy

It was clarified that this contract is not a standard AUSD contact; it is a standard SELPA Contract.

A member of the community requested more reports on Special Education from District Staff, and if they

could be presented in the earlier portion of the Board meetings. Superintendent Williams stated that the October 9th Board Meeting will include a Special Education Staff Report. It was also clarified that the beginning date of the contract should be “September” and will be changed in the contract accordingly. Board Member Clark stated that this contract is being brought to the Board for approval after it has already begun, and requested that this practice not continue.

Motion: Board Member Trutane moved to Approve: *Master Contract Between Albany Unified School District and Discovery Academy* . Seconded by Board Member Blanchard. The motion passed.

4) Human Resources

a) Provisional Internship Permit

Cheryl Cotton, Director of Human Resources, explained that the provisional internship allows Sarah Ward to teach in the State of California. Ms. Ward currently has one through Oakland Unified School District, and is still active. It just needs to be changed so that is approved by Albany Unified School District. Board Members welcome Sarah Ward to the Albany Unified School District.

Motion: Board Member Trutane moved to Approve: *Provisional Internship Permit*. Seconded by Board Member Blanchard. The motion passed unanimously.

AGENDA ITEMS/MATTERS INTRODUCED BY THE BOARD

- AHS Construction Project Timeline and Temporary Housing Plan for Students
- President Black requested that the Albany Middle School Behavior Matrix be brought back to the Board on Consent with the changes highlighted.
- Board Member Blanchard requested a Resolution on the City Ballot Measures. Superintendent Williams stated that they are the Governance Calendar for October 9, 2018
- Board Member Clark requested information regarding the Albany Armada lap lanes; would like to be able to act on it. Jackie stated that the Director makes that decision, and can provide this information in a Friday update.
- Vice President Stapleton-Gray requested to agendize School Start Times under Review and Discussion
- Board Member Trutane requested a Staff Report on the progress students in the Math Department for grades 9-12.

VII. ADJOURNMENT

The Board adjourned the meeting at 9:41 p.m.

FUTURE BOARD MEETINGS

| | | |
|------------------|------------------|------------------|
| October 9, 2018 | 6:30 - 9:30 p.m. | Albany City Hall |
| October 23, 2018 | 7:00 - 9:30 p.m. | Albany City Hall |

Personnel Assignment Order: Pending Approval

BOE Meeting: 11/27/2018

Class: Certificated

Category: New Hire

| Position | Name | Site | FTE/Amt | Effec Date | End Date | Action | Funding |
|--------------------------------------|------------------|-------------|----------------|-------------------|-----------------|---------------|----------------|
| Social Worker | Collins, Heather | DO | 0.13 | 10/1/2018 | | Approve | Trauma Grant |
| Coach, 8th Grade Girls Volleyball 8B | Theriault, Renee | AMS | \$2,307.00 | 18-19 Season | | Aprove | GF |
| Teacher | Bloom, Yael | MA | 0.20 | 11/14/2018 | | Approve | GF |

Category: Separation of Service

| Position | Name | Site | FTE/Amt | Effec Date | End Date | Action | Funding |
|--------------------|----------------|-------------|----------------|-------------------|-----------------|---------------|----------------|
| Substitute Teacher | Horton, Alison | DO | | 10/23/2018 | | Approve | |

Class: Classified

Category: New Hire

| Position | Name | Site | FTE/Amt | Effec Date | End Date | Action | Funding |
|----------------------------------|------------------|-------------|----------------|-------------------|-----------------|---------------|----------------|
| Clerk II | Perkins, Breana | AMS | 1.00 | 10/29/2018 | | Approve | GF |
| Executive Chef | Feinberg, Sabina | CK | 1.00 | 12/5/2018 | | Approve | CK |
| Para-educator, Math Intervention | Bloom, Yael | MA | \$22.00/hourly | 10/19/2018 | | Approve | GF |
| Yard Aide | Said, Zahi | OV | 0.25 | 10/8/2018 | | Approve | GF |
| Substitute Para-Educator | Fomani, Zahra | ACC | \$13.30/hourly | 9/15/2018 | | Approve | ACC |
| Substitute Para-Educator | Lippe, Laura | ACC | \$13.30/hourly | 9/15/2018 | | Approve | ACC |

Category: Status Change

| Position | Name | Site | FTE/Amt | Effec Date | End Date | Action | Funding |
|--|----------------------|-------------|----------------|-------------------|-----------------|---------------|----------------|
| Lead, Para-educator from Para-educator | Chaulagain, Samjhana | ACC | 0.60 | 10/29/2018 | | Approve | ACC |

Class: Uncompensated Service

Category: Volunteer

| Position | Name | Site | FTE/Amt | Effec Date | End Date | Action | Funding |
|-----------------|-------------------|-------------|----------------|-------------------|-----------------|---------------|----------------|
| | Moreno, Magdalena | | | 11/28/2018 | | | |
| | Viglas, Gabriella | | | 11/28/2018 | | | |
| | Troutman, Amber | | | 11/28/2018 | | | |
| | Shin, Sug Woo | | | 11/28/2018 | | | |

| | | | | | | |
|--|------------------|--|------------|--|--|--|
| | Duraisamy, Lydia | | 11/28/2018 | | | |
| | Baldo, Julianna | | 11/28/2018 | | | |
| | Rosenberg, Erin | | 11/28/2018 | | | |

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of November 27, 2018

ITEM: **STUDENT PLACEMENT AGREEMENTS**

PREPARED BY: **CHERYL COTTON**

TYPE OF ITEM: **CONSENT**

PURPOSE: The purpose of this item is to approve the renewal of Student Placement and Intern Agreements.

BACKGROUND INFORMATION: The Albany Unified School District must enter into an agreement with local colleges and universities in order to have intern and student teacher placements in district classrooms and/or clinical field work experiences in our schools. The district works closely with local universities and supports student teacher placements. Agreements between Albany Unified School District and a university must be in place before a student or intern can be placed in the District.

DETAILS: The District has the following agreements to consider for renewal:

- Lemoyne College

KEY QUESTIONS/ANSWERS:

Q. How long do the agreements last?

A. Typically one to three years

Q. How do we get student teachers and interns?

A. The universities contact the Human Resources Department and/or the site administrator and ask if they can place a student in our district.

Q. Who decides where the student teacher or intern is placed?

A. When we receive a student teacher placement request, we contact teachers to see if they'd like a student teacher. Intern requests for Communicative Disorders or Occupational Therapy are directed to the Special Education Department.

FINANCIAL INFORMATION: N/A

STRATEGIC GOALS ADDRESSED: STRATEGIC GOALS ADDRESSED:

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

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| RECOMMENDATION: APPROVE STUDENT PLACEMENT AND INTERN AGREEMENT |
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OCCUPATIONAL THERAPY PROGRAM AFFILIATION AGREEMENT

Between
LE MOYNE COLLEGE
And

Albany Unified School District

This agreement, made on 28th day of November, 2018, between the Le Moyne College in Syracuse, 1419 Salt Springs Road, Syracuse, NY 13214-1399, hereafter referred to as "the College," and Albany Unified School District, 1200 Solano Avenue, Albany, CA 94706, hereafter referred to as "Facility," establishes that the College and Facility mutually agree to participate in a Fieldwork Education Program for the College's Occupational Therapy Students ("Students").

I. The University agrees to:

1. Place Students who are academically qualified for the specific phase of fieldwork education to which assigned.
2. Inform Facility of the names of Student(s), preliminary contact information, and the dates of the assignment.
3. Provide Facility with a copy of the overview of the curriculum and the syllabi for the respective fieldwork course.
4. Appoint an employee of the College as Academic Fieldwork Coordinator who will serve as liaison between the College and Facility.
5. During the term of this agreement, the College shall maintain adequate comprehensive general liability in an amount not less than \$1,000,000/\$3,000,000 per occurrence for bodily injury, including death and property damage, professional liability (if applicable), and other insurance coverage applicable to all of its responsibilities under this Agreement, as well as the activities of each student on fieldwork or while on the Facility premises. Upon request, the Facility shall be listed as an additional named insured under such policies and the College shall provide the Facility proof of such insurance coverages. The College shall direct the insurance carrier to notify the Facility of any material change in the terms or status of the policies.
6. Require each student to carry his or her own professional liability insurance.
7. Furnish a certificate of insurance to Facility's Risk Manager evidencing liability insurance coverage.
8. Provide Facility with copies of Student evaluation of his/her experience at Facility.
9. Adhere to the established policies, regulations, and schedules of Facility and instruct its Students to adhere to Facility's policies.
10. Provide a verification statement to the Facility regarding student's having undergone a criminal background check, undergone a child abuse clearance process, obtained a hepatitis vaccine (or waiver) and PPD testing (tuberculin) and that the College has provided the student with educational programming regarding OSHA and patient confidentiality standards (HIPAA).
11. Require that students adhere to all additional Facility requirements regarding background documentation.

II. Facility agrees to:

1. Have a licensed and qualified occupational therapist or other designee, as mutually agreed upon by Facility and College, supervise the Student(s).
2. Provide appropriate learning experiences for the Student(s).
3. Inform the Students of the policies and regulations of Facility.
4. Provide scheduled Student(s) performance evaluations and inform the College of the results of those evaluations.
5. Maintain a record of the Students' attendance and inform the College of any unscheduled absences.
6. Designate an official representative to act as liaison with the College.
7. Immediately notify the College concerning any emergency involving the Student or any situation which would jeopardize the Student(s) successfully completing the clinical experience.
8. Provide reports and other information needed by the College to comply with accreditation standards.
9. Provide first aid to Student(s) at the expense of the Student(s); facilitate student(s) receives emergency medical care in the event of student(s) injury during fieldwork at the expense of the student(s).
10. Provide time for the Facility Coordinator of Fieldwork Education to attend Facility supervisor's meetings called by the College and held at the Facility as part of the educational program.
11. Maintain adequate comprehensive general liability, professional liability and other insurance coverage in an amount not less than \$1,000,000/\$3,000,000 per occurrence.

III. The College and Facility jointly agree that:

1. This Agreement may be renewed for five (5) one (1) year terms based upon the same terms and conditions. Said renewals shall be automatic unless either party gives the other written notice of its intention to terminate the Agreement at least thirty (30) days prior to the expiration of the then current term.
2. Both the College and the Facility shall provide equal opportunity to all students and other individuals involved in the Occupational Therapy Program, without discrimination on the basis of race, color, national origin, religion, sex, sexual orientation, disability, handicap or age.
3. The dismissal of a Student for academic or disciplinary reasons will be the responsibility of the College, but Facility maintains absolute right to remove a Student from the Fieldwork education portion of the program upon notification to the College if the Student(s) behavior violates the rules and regulations of Facility, and is disruptive or detrimental to Facility and/or its patients/clients/staff, or when his/her performance is unsatisfactory.
4. The number of affiliating Students and the scheduling of their education at the Facility will be determined by mutual agreement between both Parties.
5. Nothing in the Agreement shall be deemed to create an employment relationship, joint venture, partnership, agency, or any relationship between the parties other than that of independent entities contracting with each other solely for the purposes described herein.

IV. Mutual Indemnification:

The College shall defend, indemnify and hold the Facility harmless from all liabilities, obligations, damages, and expenses that the Facility may suffer in any action or proceeding arising out of the College's performance, or failure to perform, its obligations under this Agreement and from or relating to the activities of its students. The Facility shall defend, indemnify and hold the College harmless from all liabilities, obligations, damages, and expenses that the College may suffer in any action or proceeding arising out of the Facility's performance, or failure to perform, its obligations under this Agreement. The foregoing indemnification by the College and the Facility shall be limited to the extent the damages are not covered by the insurance maintained by respective party as required herein and/or the insurance coverage of the students, as applicable.

V. Applicable Law; Modification:

This Agreement shall be governed by and construed under the laws of the State of New York and California and may be modified only in writing and signed by both parties.

VI. Entire Agreement:

This Agreement represents the entire understanding of the parties regarding the subject matter hereof, and supersedes any prior understandings, written or oral, regarding the same subject matter.

VII. Termination:

Either party may terminate this Agreement for cause at any time upon thirty (30) days prior written notice to the other party setting forth the reason(s) for termination, if such reasons are not cured within the 30-day period. For the purposes of this Agreement, "cause" shall include but not be limited to any one or more of the following:

- a. The commission by either party or any employee or agent of either party, of any act of gross negligence or intentional misconduct in relation to the Facility or Facility's premises;
- b. The failure or refusal of either party, to follow all the Facility's rules, policies and procedures, as well as all New York State and Federal statutes and regulations applicable to the student's activities in a fieldwork or presence on the Facility's premises; or
- c. The failure or refusal of the either party to perform any of its responsibilities or fulfill any of its obligations under this Agreement.

VIII. Miscellaneous:

Assignment:

This Agreement shall not be assigned in whole or in part without the express written consent of the other party.

Albany Unified School District prohibits any district employee from harassing and discriminating against any other district employee or job applicant on the basis of the 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.

IX. Survival:

Each covenant and obligation of confidentiality and indemnity set forth in this Agreement shall survive the expiration or termination of this Agreement without limitation of time.

X. Notice:

All notices to the parties of this Agreement shall be in writing, signed by the party giving it and shall be served either personally or by prepaid, certified or registered mail, return receipt requested, addressed as follows:

a. To College:

Le Moyne College
1419 Salt Springs Road
Syracuse, New York 13214-1399
Attention: Academic Vice President

with a copy to:

Le Moyne College
Department of Occupational Therapy
140 East Genesee Street
Syracuse, New York 13202-1408
Attention: Academic Fieldwork Coordinator

and

b. To Facility:

Albany Unified School District
1200 Solano Avenue
Albany, CA 94706
Attn: Cheryl Cotton, Director, Human Resources

with a copy to:

Albany Unified School District
1200 Solano Avenue
Albany, CA 94706
Attn: Diane Marie, Director, Special Education

or to such addresses as may be hereafter designated by notice. All notices shall become effective upon receipt.

XI. Severability:

Each provision of this Agreement shall be considered separable and if for any reason any provision is determined to be invalid or unenforceable under any existing or future law, such invalidity or unenforceability shall not impair the operation or affect those provisions of this Agreement that are valid or enforceable.

IN WITNESS WHEREOF, the Facility and College have executed this Agreement to be effective on the date indicated below.

OFFICIALS SIGNING THE AGREEMENT FROM PARTICIPATING INSTITUTIONS: (ONLY ONE SIGNATURE FROM EACH PARTY IS REQUIRED)

Le Moyne College
Department of Occupational Therapy
1419 Salt Springs Road
Syracuse, NY 13214-1399

Albany Unified School District
1200 Solano Avenue
Albany, CA 94706

Joseph G. Marina, S.J.
Title: Provost and Vice President
for Academic Affairs

Val Williams
Title: Superintendent, Albany Unified School District

Date: _____

Date: _____

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Board Meeting of November 27, 2018

**ITEM: INDEPENDENT CONTRACTOR AGREEMENT WITH
BERKELEY CHESS SCHOOL FOR ELEMENTARY
ENRICHMENT: CHESS AT OCEAN VIEW ELEMENTARY
SCHOOL**

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

TYPE OF ITEM: CONSENT

PURPOSE:

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

BACKGROUND INFORMATION:

The District ensures that all students receive an equitable amount of enrichment during the school day. The District receives donations from the in-class enrichment campaign, a fundraising effort sponsored by the three Elementary PTAs. The District distributes the funding across the preschool and elementary school sites based on the number of students enrolled at the school site. The district also monitors a matrix of services and reviews the grade levels and the approximate number of hours for each classroom. The school site leadership teams collaborate with their colleagues to choose enrichment programs that fall within the general categories of visual arts, performing arts, strategy games, and music.

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

School Site: Ocean View Elementary School

Name of Program: Chess Classes

Grade Level(s): 1st Grade

Number of classrooms: 4

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

Length of Session time: 60 minutes/session

Number of weeks: 10

Dates: November 2018 - June 2019 (exact dates to be determined)

Cost: \$ 3,800.00

FINANCIAL INFORMATION: The total cost is \$ 3,800.00. The funding comes from donations from the in-class enrichment campaign.

STRATEGIC GOALS ADDRESSED:



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



Objective #2: *Support the Whole Child. Goal: We will foster the social and emotional growth of all students, implement an array of strategies to increase student engagement, identify individual socio-emotional and behavioral needs, and apply collaborative appropriate interventions.*

RECOMMENDATION: APPROVE INDEPENDENT CONTRACTOR AGREEMENT WITH BERKELEY CHESS SCHOOL FOR ELEMENTARY ENRICHMENT: CHESS AT OCEAN VIEW ELEMENTARY SCHOOL

ALBANY UNIFIED SCHOOL DISTRICT INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This agreement is hereby entered into this **27 day of November, 2018**, in the County of Alameda, State of California, by and between the Albany Unified School District, hereinafter referred to as "DISTRICT," and **The Berkeley Chess School**

CONTRACTOR

1845 Berkeley Way

MAILING ADDRESS

Berkeley

CA

94703

CITY

STATE

ZIP

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

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

School Site: Ocean View Elementary School

Name of Program: Chess Classes

Grade Level(s): 1st Grade

Number of classrooms: 4

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

Length of Session time: 60 minutes/session

Number of weeks: 10

Dates: November 2018 - June 2019 (exact dates to be determined)

Cost: \$ 3,800.00

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

3. Term. CONTRACTOR shall:

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

OR

X Commence providing services under this AGREEMENT on: **to begin November 2018 and end no later than June 2019.**

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

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

5. **Compensation.** DISTRICT agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed **Three thousand eight hundred dollars (\$3,800.00)**. DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

a. Such compensation shall be based on:

- ☐ An hourly rate of \$_____ for a total amount of _____ hours.
☐ A daily rate of \$_____ for a total amount of _____ days.

X **A project completion sum, not to exceed \$3,800.00**

b. Payment method shall be:

X **Upon Completion.**

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

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

Payment shall be made upon approval of DISTRICT and receipt of an invoice from CONTRACTOR one copy clearly marked original. CONTRACTOR's invoice shall be sent to: Albany Unified School District, Attention: Accounts Payable, 1200 Solano Avenue, Albany, CA, 94706.

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

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

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

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

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

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

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

Eric Shaughnessy.

[Attach and sign additional pages, as needed.]

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

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

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

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

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

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

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

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

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

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

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

DISTRICT:

ALBANY UNIFIED SCHOOL DISTRICT

By: _____
 Name: Marie Williams
 Title: Director III
 Curriculum, Instruction, and Assessment

Address for District Notices:

Albany Unified School District
 1200 Solano Avenue
 Albany, CA 94706

Date of Board Approval: _____

CONTRACTOR:

The Berkeley Chess School

Tax Identification Number:
 (confidential)

By: _____
 Name: Elizabeth Shaughnessy
 Title: President
 Berkeley Chess School

Address for Contractor Notices:

Berkeley Chess School
 1845 Berkeley Way
 Berkeley, CA 94703

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of November 27, 2018

ITEM: BUDGET ADVISORY COMMITTEE MISSION AND STRUCTURE

PREPARED BY: VAL WILLIAMS, SUPERINTENDENT

TYPE OF ITEM: REVIEW & DISCUSSION

PURPOSE: For the Board of Education to discuss the Budget Advisory Committee's Mission and Structure.

BACKGROUND INFORMATION:

- At the October 10, 2017 Regular Board of Education meeting, the Board agreed to the creation of an ad-hoc Budget Input Assessment Committee that would meet in November and December and not be a Board appointed committee.
- At the December 5, 2017 Special Board of Education meeting, the Board received an update of the Budget priorities Process and agreed to a longer time frame for the Budget Priorities Process and agreed to a longer time frame for the committee to work through data to develop recommendations.
- At the January 23, 2018 Regular Board of Education meeting, the Board provided direction to staff on developing a Board Appointed Budget Committee.
- At the February 13, 2018 Regular Board of Education meeting, the School Board discussed the appointment of a Budget Advisory Committee and tabled the item so that the Board could 1) discuss how the committee will be selected and 2) Board take action on the creation of the committee. The specific charge of the committee would also be determined.
- At the July 20, 2018 Special Board meeting, the Board of Education passed [Resolution No. 2018-19-01: Resolution Confirming the District's Commitment to Fiscal Solvency](#). This resolution states that the Board recognizes that the current multi-year projection indicates that the District will need to identify ongoing expenditure reductions (in the absence of additional revenue) of \$2.5 million in 2019-20; as presented in the 2018-19 Adopted Budget. The resolution also states that the Board of Education will develop, prioritize, and adopt specific net expenditure reductions for 2019-20 sufficient to maintain a 3% economic uncertainty reserve over a three year period on or before the November 13, 2018 Board meeting.
- At the [August 14, 2018](#) Regular Board of Education meeting, the Board determined the number of members of the Budget Advisory Committee, the stakeholder groups to be represented, the purpose and the charge of the committee, and the date that the Board would receive the

Committee's report.

- Per the Maddy Act, Board Appointed Committee positions must be posted for 10 work days. The positions were posted from Thursday, August 18, 2018 through Wednesday, August 29, 2018.
- At the [September 11, 2018](#) Regular Board of Education meeting, the School Board appointed the members of the Budget Advisory Committee.
 - Jessica Cross (Parent)
 - An (Joseph) Vu (Parent - shared)
 - Ben Wallace (Parent - shared)
 - Stephen Naiff (Teacher/ATA)
 - Morgan Paschke (CSEA)
 - Richard Betz (SEIU)
 - Darren McNally (Site Administrator/Coordinator of Alternative Education/MacGregor High School Principal)
- The purpose of the Budget Advisory Committee (BAC) is to *identify potential expenditure reductions to meet the School Board's goal to balance the budget and evaluate consequences (pros and cons) associated with each*. The BAC met six times:
 - September 21, 2018
 - Meeting 2: October 3, 2018
 - Meeting 3: October 18, 2018
 - Meeting 4: October 29, 2018
 - Meeting 5: November 2, 2018
 - Meeting 6: November 7, 2018
- At the November 13, 2018 Regular Board of Education meeting, the Budget Advisory Committee presented its report to the School Board. The Budget Advisory Committee shared that they did not have enough time to do a thorough job of examining the implications of the budget reductions in the overall context of the district's budget, programs, services, and staffing. Some Board members shared a desire to have the Budget Advisory Committee become a standing committee.

The School Board asked Staff to agendize a review and discussion item on the mission and structure of the Budget Advisory Committee.

STRATEGIC GOALS ADDRESSED:



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

RECOMMENDATION: For the Board of Education to discuss the Budget Advisory Committee's Mission and Structure.

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of November 27, 2018

**ITEM: RECOMMENDATION TO DESIGNATE CERTIFICATED EMPLOYEES
TO PERMANENT STATUS**

PREPARED BY: CHERYL COTTON, DIRECTOR, HUMAN RESOURCES

TYPE OF ITEM: REVIEW AND ACTION

BACKGROUND INFORMATION:

In accordance with California Education Code 44915, the Superintendent is recommending the following employees to Permanent and Probationary Status effective 2018-2019 school year.

Permanent Status

| Name | FTE |
|--------------------|------------|
| Durell, Martha | 1.00 |
| Hernandez, Adriana | 1.00 |
| Krazit, Sean | 1.00 |

FINANCIAL INFORMATION:

Funding Source: N/A

STRATEGIC OBJECTIVES ADDRESSED:



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

**RECOMMENDATION: APPROVE THE RECOMMENDATION TO DESIGNATE
CERTIFICATED EMPLOYEES TO PERMANENT STATUS**

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of November 27, 2018

ITEM: SUPERINTENDENT'S BUDGET REDUCTION PLAN

PREPARED BY: VAL WILLIAMS, SUPERINTENDENT

TYPE OF ITEM: REVIEW & ACTION

PURPOSE: For the Board of Education to receive and approve the Superintendent's Budget Reduction Plan.

BACKGROUND INFORMATION:

- At the October 10, 2017 Regular Board of Education meeting, the Board agreed to the creation of an ad-hoc Budget Input Assessment Committee that would meet in November and December and not be a Board appointed committee.
- At the December 5, 2017 Special Board of Education meeting, the Board received an update of the Budget priorities Process and agreed to a longer time frame for the Budget Priorities Process and agreed to a longer time frame for the committee to work through data to develop recommendations.
- At the [January 23, 2018](#) Regular Board of Education meeting, the Board provided direction to staff on developing a Board Appointed Budget Committee.
- At the [February 13, 2018](#) Regular Board of Education meeting, the School Board discussed the appointment of a Budget Advisory Committee and tabled the item so that the Board could 1) discuss how the committee will be selected and 2) Board take action on the creation of the committee. The specific charge of the committee would also be determined.
- At the July 20, 2018 Special Board meeting, the Board of Education passed [Resolution No. 2018-19-01: Resolution Confirming the District's Commitment to Fiscal Solvency](#). This resolution states that the Board recognizes that the current multi-year projection indicates that the District will need to identify ongoing expenditure reductions (in the absence of additional revenue) of \$2.5 million in 2019-20; as presented in the 2018-19 Adopted Budget. The resolution also states that the Board of Education will develop, prioritize, and adopt specific net expenditure reductions for 2019-20 sufficient to maintain a 3% economic uncertainty reserve over a three year period on or before the November 13, 2018 Board meeting.
- At the [August 14, 2018](#) Regular Board of Education meeting, the Board determined the number of members of the Budget Advisory Committee, the stakeholder groups to be represented, the

purpose and the charge of the committee, and the date that the Board would receive the Committee's report.

- Per the Maddy Act, [Board Appointed Committee positions](#) must be posted for 10 work days. The positions were posted from Thursday, August 18, 2018 through Wednesday, August 29, 2018.
- At the [September 11, 2018](#) Regular Board of Education meeting, the School Board appointed the members of the Budget Advisory Committee. The purpose of the Budget Advisory Committee (BAC) is to *identify potential expenditure reductions to meet the School Board's goal to balance the budget and evaluate consequences (pros and cons) associated with each.*
- At the [November 13, 2018](#) Regular Board of Education meeting, the Budget Advisory Committee presented its report to the School Board.

The School Board asked the Superintendent to create a budget reduction plan based upon Table #1 reductions in the [Budget Advisory Committee Report](#) and present this plan at the November 27, 2018 Board of Education meeting.

STRATEGIC GOALS ADDRESSED:



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

| |
|---|
| <p>RECOMMENDATION: For the Board of Education to receive and approve the Superintendent's Budget Reduction Plan.</p> |
|---|

Budget Reduction Plan

I. PERSONNEL: ADMINISTRATION & CENTRAL OFFICE/DISTRICT-WIDE SERVICES [\$481,000]

- A. Combine Special Education and Student Services departments [Reduce 1 Director position]. Reconfiguration of duties. [Savings of \$210,000] Includes promotion of Director of CI&A to Asst. Supt. of Ed. Services with no promotion salary increase.
- B. Elimination of Behavior Specialist position. [Savings of \$103,000]
- C. Elimination of 1 FTE IT Support [Savings of \$168,000]

II. PERSONNEL - CERTIFICATED = [\$0]

- A. Counselor - 1 FTE = \$110,000 [*Superintendent recommends this be moved to Table #2*]

III. PERSONNEL - CLASSIFIED = [\$84,000]

- A. Library Techs 2.5FTE (\$115,000) .65 FTE is district funded by parcel tax = Rest is paid by SchoolCARE = \$79,000] Saving = \$36,000.
- B. Site Clerical = \$48,000

IV. NON-PERSONNEL RELATED REDUCTIONS: [\$246,275]

- A. Phase out Teacher MacBooks and Phase in Chromebooks = \$40,000
- B. Materials & Supplies: \$106,275 *
 - 1. Eliminate Food for district-wide meetings = \$14,000
 - 2. Materials & Supplies: Reduce site budget = \$61,725
 - 3. 4 year student chromebook refresh = Save: \$30,000
 - 4. Physical Fitness Testing (go paperless) = \$550
- * *Business Services plans to reach out to vendors to obtain the best price for materials and supplies.*
- C. Professional Development/Workshops/Materials/supplies = \$100,000
- D. Travel & Conferences: Eliminate conferences that are non-essential for all AUSD staff

TOTAL PLANNED REDUCTIONS: \$811,275

AUSD
FY 17/18 (7/1/2017-6/30/2018) Unaudited Actuals
FUND 1: Object 5600 Expenditures
(Rentals, Leases, Repairs, and Noncapitalized Improvements)

| Row Labels | Sum of Expensed | |
|-------------------------------------|-----------------|--|
| Restricted | 342,003 | Notes |
| 1000 - Instruction | 2,000 | Facilities use for curriculum council meeting at Northbrae Community Church |
| 2100 - Supervision of Instruction | 2,244 | Special Education Copier (Konica Minolta) |
| 2200 - SELPA Administrative Unit | 11,837 | SELPA portable rent (\$7,500) and SELPA Copier lease (\$4,337) |
| 3140 - Health Services | 85 | Immaterial |
| 3600 - Pupil Transportation | 10,360 | \$5K:District Vehicle Maint Svc. (Albany Tire Services), \$5K:Enterprise Rent-A-Car |
| 4200 - School Sponsored Athletics | 756 | Immaterial |
| 8110 - Maintenance * | 314,721 | Battalion One: Fire Alarm Monitoring (\$60K), Comtel Service Technology Inc. (\$11K), Regatta Solution Repairs (\$9K), Apodaca Mechanical Consulting Inc (\$21K), Marina Mechanical (\$76K:HVAC Inspection and Repairs), Roof Repairs, OV Gas Line (\$53K), Repair AHS Gym Floor (\$68K) |
| Unrestricted | 251,277 | |
| 2100 - Supervision of Instruction | 4,000 | District Leader Team Retreat at Oakland Museum of California |
| 2700 - School Administration | 84,350 | \$39K: District-wide Copier Lease, \$14K: AHS Copier Lease, \$10K:AMS Copier Lease. \$6-7K for each elem. |
| 7100 - Board and Superintendent | 1,225 | St. Alban's Church (\$525+\$700) |
| 7200 - Other General Administration | 47,066 | Bancroft District Lease \$8K/month (3/1/2018-6/30/2018) and security deposit |
| 7700 - Data Processing Services | 52,770 | District Mac Book Lease \$28K in FY 2018 (Total of \$104K), Intouch parent notification services (\$6K), Samanage (\$6K: software to keep track technology inventory), Website design service (\$4K) |
| 8200 - Operations ** | 61,866 | Albany Aquatic Center:Water services, pest control, Co-Gen unit services, heating services (\$32K), AHS Elevators, and other operatinal services etc. |
| Grand Total | 593,280 | |

Portables leases and District office lease: \$144,995 were paid from Fund 25 (\$36,124 was covered by Developer fees, \$100,000 was transferred from general fund and the rest from the fund balance in Fund 25). Please see Appendix A.

* 8110 Maintenance: Activities involved with repairing, restoring, or renovating school property, including grounds, buildings, site improvements, building fixtures, and service systems. Direct charges to the maintenance function may include contracts for repairing, restoring, or renovating the grounds, buildings, or equipment, including regrading sites and repairing retaining walls, walks, driveways, sprinkler systems, and playground apparatus or equipment; reseeding of lawns; repainting; repairs to or replacement of roofs, walls, heating and air-conditioning units, and electrical and plumbing installations; repairs to built-in fixtures; resurfacing and refinishing of floors; movement of movable walls or partitions; and acquisition and replacement of related equipment.

** 8200 Operations: Activities concerned with keeping the physical plant clean and ready for daily use. Included activities are cleaning and disinfecting; heating, lighting, and ventilation; maintenance of power; moving of furniture; caring for grounds; garbage and trash disposal; laundry and dry cleaning service, including the rental of towels; rental of equipment, such as floor polishers; soft-water service; and other such housekeeping activities that are repeated on a daily, weekly, monthly, or seasonal basis.

Albany City Unified
Alameda County

Unaudited Actuals
Capital Facilities Fund
Expenditures by Object

01 61127 0000000
Form 25

| Description | Resource Codes | Object Codes | 2017-18 Unaudited Actuals | 2018-19 Budget | Percent Difference |
|---|----------------|-------------------------|------------------------------|-------------------|-----------------------|
| A. REVENUES | | | | | |
| 1) LCFF Sources | | 8010-8099 | 0.00 | 0.00 | 0.0% |
| 2) Federal Revenue | | 8100-8299 | 0.00 | 0.00 | 0.0% |
| 3) Other State Revenue | | 8300-8599 | 0.00 | 0.00 | 0.0% |
| 4) Other Local Revenue | | 8600-8799 | 36,123.59 | 20,000.00 | -44.6% |
| 5) TOTAL, REVENUES | | | 36,123.59 | 20,000.00 | -44.6% |
| B. EXPENDITURES | | | | | |
| 1) Certificated Salaries | | 1000-1999 | 0.00 | 0.00 | 0.0% |
| 2) Classified Salaries | | 2000-2999 | 0.00 | 0.00 | 0.0% |
| 3) Employee Benefits | | 3000-3999 | 0.00 | 0.00 | 0.0% |
| 4) Books and Supplies | | 4000-4999 | 0.00 | 0.00 | 0.0% |
| 5) Services and Other Operating Expenditures | | 5000-5999 | 144,994.59 | 120,000.00 | -17.2% |
| 6) Capital Outlay | | 6000-6999 | 0.00 | 0.00 | 0.0% |
| 7) Other Outgo (excluding Transfers of Indirect Costs) | | 7100-7299, 7400-7499 | 0.00 | 0.00 | 0.0% |
| 8) Other Outgo - Transfers of Indirect Costs | | 7300-7399 | 0.00 | 0.00 | 0.0% |
| 9) TOTAL, EXPENDITURES | | | 144,994.59 | 120,000.00 | -17.2% |
| C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9) | | | (108,871.00) | (100,000.00) | -8.1% |
| D. OTHER FINANCING SOURCES/USES | | | | | |
| 1) Interfund Transfers | | | | | |
| a) Transfers In | | 8900-8929 | 100,000.00 | 100,000.00 | 0.0% |
| b) Transfers Out | | 7600-7629 | 0.00 | 0.00 | 0.0% |
| 2) Other Sources/Uses | | | | | |
| a) Sources | | 8930-8979 | 0.00 | 0.00 | 0.0% |
| b) Uses | | 7630-7699 | 0.00 | 0.00 | 0.0% |
| 3) Contributions | | 8980-8999 | 0.00 | 0.00 | 0.0% |
| 4) TOTAL, OTHER FINANCING SOURCES/USES | | | 100,000.00 | 100,000.00 | 0.0% |

Albany City Unified
Alameda County

Unaudited Actuals
Capital Facilities Fund
Expenditures by Object

01 61127 0000000
Form 25

| Description | Resource Codes | Object Codes | 2017-18 Unaudited Actuals | 2018-19 Budget | Percent Difference |
|--|----------------|--------------|------------------------------|-------------------|-----------------------|
| E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4) | | | (8,871.00) | 0.00 | -100.0% |
| F. FUND BALANCE, RESERVES | | | | | |
| 1) Beginning Fund Balance | | | | | |
| a) As of July 1 - Unaudited | | 9791 | 14,826.86 | 5,955.86 | -59.8% |
| b) Audit Adjustments | | 9793 | 0.00 | 0.00 | 0.0% |
| c) As of July 1 - Audited (F1a + F1b) | | | 14,826.86 | 5,955.86 | -59.8% |
| d) Other Restatements | | 9795 | 0.00 | 0.00 | 0.0% |
| e) Adjusted Beginning Balance (F1c + F1d) | | | 14,826.86 | 5,955.86 | -59.8% |
| 2) Ending Balance, June 30 (E + F1e) | | | 5,955.86 | 5,955.86 | 0.0% |
| Components of Ending Fund Balance | | | | | |
| a) Nonspendable | | | | | |
| Revolving Cash | | 9711 | 0.00 | 0.00 | 0.0% |
| Stores | | 9712 | 0.00 | 0.00 | 0.0% |
| Prepaid Items | | 9713 | 0.00 | 0.00 | 0.0% |
| All Others | | 9719 | 0.00 | 0.00 | 0.0% |
| b) Restricted | | 9740 | 0.00 | 0.00 | 0.0% |
| c) Committed | | | | | |
| Stabilization Arrangements | | 9750 | 0.00 | 0.00 | 0.0% |
| Other Commitments | | 9760 | 0.00 | 0.00 | 0.0% |
| d) Assigned | | | | | |
| Other Assignments | | 9780 | 5,955.86 | 5,955.86 | 0.0% |
| e) Unassigned/Unappropriated | | | | | |
| Reserve for Economic Uncertainties | | 9789 | 0.00 | 0.00 | 0.0% |
| Unassigned/Unappropriated Amount | | 9790 | 0.00 | 0.00 | 0.0% |

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of November 27, 2018

ITEM: PLAN FOR TEMPORARY HOUSING FOR ELEMENTARY STUDENTS

PREPARED BY: VAL WILLIAMS, SUPERINTENDENT

TYPE OF ITEM: REVIEW AND ACTION

PURPOSE:

For the Board of Education to discuss and take action on the Plan for Temporary Housing for Elementary Students.

BACKGROUND INFORMATION:

The Albany Middle School Annex is scheduled to be completed on January 31, 2019. The AHS New Addition is currently two to three months delayed with a projected completion date of December 2019. The Ocean View construction is projected to begin in January, 2020.

DETAILS:

Ocean View Elementary School students will need to be temporarily housed on a campus during construction. It is a goal to keep Albany students in Albany schools during the term of construction and until students can return to Ocean View. There is also a need to ensure that Measure B & E school bond funds are allocated so that the AMS Annex, AHS New Addition, Ocean View Elementary, and Marin Elementary school construction projects are successfully completed. In order to meet these objectives, the Superintendent, after collaboration with site and district administrators, created a plan to keep Ocean View students in Albany schools. The plan, rationale, and other options that were explored were presented at the October 23, 2018 School Board meeting. On November 15, 2018, a Board of Education Work Study session was held so that the School Board could discuss the plan for temporary housing of elementary students and to receive feedback from the community.

The School Board asked that Staff bring additional information to the November 27, 2018 Board of Education meeting on the following questions:

- Can bonds be used to bus students to and from their temporary school site?
- Can TK be on an EB/LB schedule and Kinder be on an AM/PM schedule?
- What is the cost of leasing a school?
- What is the cost to build a portable school?
- What are options for before and after care for the growing needs of parents?
- What is the City plan for parent drop off and parking?

- How can the Kinder schedule be expanded for working parents?
- How can AMS use as much of the Annex as possible?
- What is the impact with having two grades at OV until AHS wing is open?
- What is the impact of having two grades at OV throughout the construction period?
- What is the impact of having three grades at OV throughout the construction period?

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.e.*



Objective #2: Support the Whole Child. *Goal: We will foster the social and emotional growth of all students, implement an array of strategies to increase student engagement, identify individual socio-emotional and behavioral needs, and apply collaborative appropriate interventions.*



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

RECOMMENDATION: For the Board of Education to discuss and take action on the Plan for Temporary Housing for Elementary Students.

TEMPORARY HOUSING FOR ELEMENTARY STUDENTS

OCEAN VIEW ELEMENTARY SCHOOL
November 27, 2018



CRITERIA

- Quality of instructional program
- Keep OV & MA students in Albany schools
- Maximize bond funds for school construction
- Keep before and after school care in Albany
- Staff who provide services stay in Albany

Q: Can bonds be used for bussing students?

Yes. Argument could be made that bussing would not have occurred but for the renovations, which put us into temporary housing, and which we now need to get students to and from school. Cost of bussing:

- 10 buses x \$695 per day / per bus = \$6,950 daily rate - This rate is for all buses going at once to school. (\$1,251,000 for 180 instructional days)
- 5 buses x 795 per bus / per day = \$3,975 daily rate - This rate shows 5 buses doing 2 drops (\$715,500 for 180 instructional days)

Q: What is the cost of leasing an existing school site?

- \$2-2.5 per sq /month
- We would need 50,000 sq for OV students
- \$1,200,000-\$1,500,000/yearly
- \$3,600,000-\$4,500,000/3 year lease
- It also depends on the leasing agent who owns the property

Note: Cost of bussing student

Q: What is the cost to build a portable school? (Purchase)

District would need 29 portables to hold K-5 (6 existing portables and additional 23 portables)

Portables: 3,650,000*

Other costs: 5,008,000**

Total costs: \$8,658,000

* The District could expect to get 30-50% back (if portables are sold after 3 years) (\$1,095,000 - \$1,825,000)

**Other costs include site prep, striping, fencing, electrical connection, low voltage connection, water, fire alarm, sewer, drain, sprinklers, and soft costs (permits, design fees, utility company fees, DSA) etc.

Q: What is the cost to build a portable school? (**Based upon a 3 Year Lease**)

District would need 29 portables to hold K-5 (6 existing portables and additional 23 portables)

Portables: 699,000

Other costs: 4,710,000*

Total costs: \$5,409,000

*Other costs include site prep, striping, fencing, electrical connection, low voltage connection, water, fire alarm, sewer, drain, sprinklers, and soft costs (permits, design fees, utility company fees, DSA) etc.

Q: What is the impact with having 2 grades at OV throughout construction?

- Two grades can be accommodated.
- All services would need to be built as a stand alone program.
 - Would need to duplicate staff:
 - Admin support
 - Support services (instructional)
 - Before/After care
 - Noon activities
 - Custodial, Office staff, Food Services

Q: What is the impact with having 3 grades at OV throughout construction?

- Three grades:
 - 4 classes in 5th grade wing
 - 4 classes in existing portables
 - 4 classes in before/after school portables (impacts the before and after school program), or
 - 4 additional portables on blacktop play area, or
 - 4 additional portables on OV Park

OCEAN VIEW ELEMENTARY SCHOOL

Portable School Scenario

| | |
|--------------------------------|------------------|
| * Min Req'd Bldg Area: | 31,000 sf |
| * Min Req'd Site Circulation: | 25,000 sf |
| * Min Req'd Play Area: | 30,000 sf |
| * Total Min Req'd Area: | 86,000 sf |

Cost Summary - Buy Option

| | |
|----------------------|---------------|
| * Construction Costs | \$7.3m |
| * Soft Costs | \$1.4m |
| * Total Costs | \$8.7m |

Schedule Summary

| | |
|-------------------------|--------------|
| * Design | 3 mo |
| * DSA Approval | 4 mo |
| * Construction | 5 mo |
| * Total Schedule | 12 mo |



OV Portable School - Other things to consider

- Contractor and construction crews need a place for their equipment
- The buildings and areas that need to be constructed/renovated that is being used for temporary housing will have to be put at the end of the construction project and could impact the completion date
- Noise pollution during construction
- Air Quality during construction
- Outdoor play space
- Additional Supervision
- Safe ingress and egress of students during construction

Q: What are options for before and after care for growing needs of parents? (Kinder)

YMCA Program:

- YMCA can provide a morning Kinder program where PM scheduled students attend and eat lunch with the Y prior to going to class. Students bring their lunch or YMCA can pick up lunches from Cornell.
- YMCA can provide an afternoon Kinder program where AM scheduled students get picked up and are taken to the YMCA. Students bring their lunch or YMCA can pick up lunch from Cornell.

ACC Program: ACC offers child care from 7:30 am to 6:00 pm. Lunch could be part of the program.

Current full-cost family fee schedule (remains the same for the next school year).

| Daily Hours (M-F, 5 days a week) | Monthly Rate |
|---|---------------------|
| 1 hour | \$195 |
| Over 1 hour to exactly 2 hours | \$395 |
| Over 2 hours to exactly 3 hours | \$420 |
| Over 3 hours to exactly 4 hours | \$495 |
| Over 4 hours to exactly 5 hours | \$575 |
| Over 5 hours to exactly 7 hours | \$780 |

Cost for childcare for TK and K families may increase with the AM/PM schedule. Increase is to support the childcare budget; with an increased child care program, we will have increased personnel.

Exactly what that increase looks like will vary for each family. Here are some examples:

| K or TK Family | Current Cost (18-19) (Early Bird/Late Bird) | Potential Cost (19-20) (AM/PM) |
|-----------------------------------|--|---|
| Family A (needs childcare 7:30-6) | 6 hours a day \$780/month | 7.5 hours a day \$780/month |
| Family B (needs childcare 8:30-3) | 2 hours a day \$395/month | 3.5 hours a day \$495/month |
| Family C (needs childcare 8:30-5) | 4 hours a day \$495/ month | 5.5 hours a day \$780/ month |

Q: Can TK and K be on different schedules (EB/LB, AM/PM)?

Education Code section 37202(b) provides:

(b) Notwithstanding subdivision (a), a school district that is implementing an early primary program, pursuant to Chapter 8 (commencing with Section 8970) of Part 6, may maintain kindergarten or transitional kindergarten classes for different lengths of time during the school day, either at the same or a different school site.

Please note that there are other general requirements that must be met including, but not limited to, the minimum amount of hours. The K program (early and late start) should not exceed the length of the primary school day.

Q: Can TK and K be on different schedules (EB/LB, AM/PM)?

- No pupil in kindergarten can be kept at school in any day more than four (4) hours exclusive of recesses and those in Early Primary Programs (Extended-Day). (Education Code § 46111(a).)
- Minimum school day for pupils in kindergarten is 180 minutes inclusive of recesses. (Education Code § 46117.)
- However, the District may establish an early primary program with a kindergarten day that exceeds 240 minutes provided that the extended-day kindergarten program does not exceed the length of the primary school day and the program takes into account ample opportunity for both active and quiet activities within an integrated, experiential, and developmentally appropriate educational program. (Education Code §§ 8972-73.)

Q: What is the City plan for parent drop off and parking at AMS?

- 60-foot white loading zone on the eastside of San Gabriel, just south of the red zone at Brighton. (*This is shorter than what existed for the MacGregor campus, and shorter than the initial proposal.*)
- 60-foot white loading zone on the southside of Brighton, east of San Gabriel. (*This was a loading zone for the MacGregor campus, and will provide an option for drop-off and pick-up to the Annex site from (wider) Brighton, and it will help serve existing drop-off demand for the main campus.*)
- 135-foot white loading zone on the north side of Brighton, west of San Gabriel. This keeps loading at its current location near the entrances to the main campus.

Q: What is the City plan for parent drop off and parking at AMS?

- Red zones near crosswalks for pedestrian visibility and at fire hydrants.
- Striping and separators to discourage illegal stopping near crosswalks and in the intersection.

The loading zones identified above would be restricted to three minutes from 7:30-9:30 am and 1:30-4:00 pm on school days. Outside of the designated times, these spaces would be available as standard parking for residents and the general public.

Q: How can the Kinder schedule be expanded for working parents?

- The AM/PM Kinder schedule can only be extended to a longer instructional day one day a week
- The before and after care options are also available

Q: How can AMS use as much of the Annex as possible?

- OV Needs the Drama Room for lunch period 11:00 am – 1:00 pm
 - AMS will need to check their master schedule
- Drama room could be open from 8:00 – 10:45 am and 1:15 – 3:05 pm

***To accommodate this plan, OV will need to be given PE space on the main AMS campus M-F 9:30 am - 2:00 pm

***OV and AMS are continuing discussion on the need for library space and use of the computer lab.