

ALBANY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION

The mission of Albany Unified School District is to provide excellence in public education, empowering 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

ALBANY CITY HALL

1000 San Pablo Avenue
Albany, CA 94706

TUESDAY

December 6, 2011

A G E N D A

I. OPENING BUSINESS

6:30 p.m.

- A) Call to Order
- B) Roll Call
- C) Identify Closed Session Pursuant to Agenda Section III Below

II. PUBLIC COMMENT PERIOD FOR CLOSED SESSION ITEMS

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

III. CLOSED SESSION

6:35 p.m.

- A) With respect to every item of business to be discussed in Closed Session pursuant to Government Code Section 54957: Personnel
- B) With respect to every item of business to be discussed in Closed Session pursuant to Education Code Section 35146: Students
- C) With respect to every item of business to be discussed in Closed Session Pursuant to Government Code Section 54957.6: Conference with Labor Negotiator (Superintendent Marla Stephenson, District Representative), Regarding Negotiations as pertains to:
 - California School Employees Association (CSEA)
 - Albany Teachers Association (ATA)
 - SEIU Local 1021

IV. OPEN SESSION

7:00 p.m.

Depending upon completion of Closed Session items, the Board of Education intends to convene to Open Session at 7:00 p.m. to conduct the remainder of its meeting, reserving the right to return to Closed Session at any time.

- A) Reconvene to Open Session

- B) Roll Call
- C) Pledge of Allegiance
- D) Report of Action Taken in Closed Session
- E) Marin Elementary School Choir Performance
- F) Reorganization of Board of Education December 2011- December 2012
 - 1. Conduct Annual Reorganization Meeting, Board of Education December 2011- December 2012
 - a. Election of President of the Board (Superintendent to preside)
 - b. Election of Vice President of the Board (New Board President to preside)
- G) Recognition of Albany Education Foundation
- H) Approval of Agenda
- I) 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. Board of Education Minutes
 - a) *Approve Minutes of the November 15, 2011 Regular Meeting-----*(pg. 5)
- 2. Personnel
 - a) Certificated Personnel Assignment Order-----(pg. 15)
 - 1. Amendment
 - 2. Leave
 - 3. Extra Assignment
 - a. Coach, Basketball, Girls, 8th grade
 - 4. New Hire
 - 5. Separation of Service
 - 6. Status Change
 - b) Classified Personnel Assignment Order
 - 1. Amendment
 - a. Para-Educator, Aft Sch Wld Lang
 - 2. Leave
 - 3. Extra Assignment
 - 4. New Hire
 - a. Clerical, substitute
 - b. Para-Educator, Spec Ed
 - c. Swim Instructor, Head
 - d. Water Fitness Instructor
 - 5. Separation of Service
 - a. Budget Analyst
 - b. Coach, Basketball, JV Head, Women's
 - c. Sign Language Interpreter
 - 6. Status Change
 - 7. Student Workers
 - c) Uncompensated Service Assignment Order

1. Intern
 - a. Mental Health
2. Separation of Service
 - a. Mental Health Intern
3. Volunteer(s)

d) Para-Educator, Special Education II Job Description----- (pg. 21)

3. Business and Operations

- a) Donations – October 1, 2011 – October 31, 2011----- (pg. 24)
- b) Approve Surplus E-Waste----- (pg. 29)
- c) Ratify Agreement for Services – California School Boards Association----- (pg. 32)

4. Student Services

- a) Approve Independent Contractors Services Agreement – LEAP ----- (pg. 36)
Imagination in Learning
- b) Approve Independent Contractor Services Agreement – Berkeley----- (pg. 43)
Chess School
- c) Approve Proposed Amendment - Ocean View Elementary School----- (pg. 50)
Single School Plan for Student Achievement for 2011-2012

5. Special Education

V. STUDENT MEMBER REPORT

VI. STAFF REPORTS

- A) Livermore Berkeley National Laboratory Task Force Report----- (pg. 51)

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

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

VIII. REVIEW AND ACTION ITEMS

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

- A) Accept 1st Interim Report (under separate cover) ----- (pg. 59)
- B) Reconfirm Albany Unified School District Mission Statement and Albany ---- (pg. 60)
Unified School District Values and Beliefs

IX. REVIEW AND DISCUSSION ITEM

X. BOARD AND SUPERINTENDENT COMMENTS

XI. FUTURE AGENDA ITEMS

- Board Handbook Updates

January

- Williams Quarterly Report January
- Board Goals January
- Wellness Report January
- Accept Audit Report January
- Consolidated App II January

XII. FUTURE BOARD MEETINGS

1. Tuesday, January 17, 2012, 7:00 p.m., Regular Meeting
Albany City Hall, 1000 San Pablo Avenue, Albany
2. Tuesday, February 7, 2012, 7:00 p.m., Regular Meeting
Albany City Hall, 1000 San Pablo Avenue, Albany
3. Tuesday, March 6, 2012, 7:00 p.m., Regular Meeting
Albany City Hall, 1000 San Pablo Avenue, Albany
4. Tuesday, March 20, 2012, 7:00 p.m., Regular Meeting
Albany City Hall, 1000 San Pablo Avenue, Albany
5. Tuesday, April 3, 2012, 7:00 p.m., Regular Meeting
Albany City Hall, 1000 San Pablo Avenue, Albany
6. Tuesday, April 17, 2012, 7:00 p.m., Regular Meeting
Albany City Hall, 1000 San Pablo Avenue, Albany
7. Tuesday, May 1, 2012, 7:00 p.m., Regular Meeting
Albany City Hall, 1000 San Pablo Avenue, Albany
8. Tuesday, May 15, 2012, 7:00 p.m., Regular Meeting
Albany City Hall, 1000 San Pablo Avenue, Albany
9. Tuesday, June 5, 2012, 7:00 p.m., Regular Meeting
Albany City Hall, 1000 San Pablo Avenue, Albany
10. Tuesday, June 19, , 2012, 7:00 p.m., Regular Meeting
Albany City Hall, 1000 San Pablo Avenue, Albany

XIII. ADJOURNMENT

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

The Board of Education meeting packet is available for public inspection at the Albany Public Library, 1247 Marin Avenue, all school sites, and the lobby of the Albany Unified School District office, 1051 Monroe Street, Albany. The agenda is available on the Albany Unified School District web site: www.ausdk12.org

If you provide your name and/or address when speaking before the Board of Education, it may become a part of the official public record and the official minutes will be published on the Internet.

In compliance with the Americans with 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 give forty-eight (48) hours prior to the meeting to make reasonable arrangements for accessibility (28 CFR 35.102.104 ADA Title II).



Albany Unified School District

ALBANY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

1051 Monroe Street
Albany, CA 94706

MINUTES FOR REGULAR MEETING November 15, 2011

*Albany City Hall
1000 San Pablo Avenue
Albany, CA 94706*

I. OPENING BUSINESS 6:00 p.m.

A) Call to Order

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

B) Roll Call

PRESENT: President Low, Vice President Black, Member Maris, Member Rosenbaum, and Member Knight.

STAFF: Superintendent Stephenson; Associate Superintendent Harden; Marsha Brown, Director III
Student Services; Diane Marie, Director of Special Education.

C) Identify Closed Session Pursuant to Section III Below

II. PUBLIC COMMENT PERIOD FOR CLOSED SESSION ITEMS

There being no business under this item, the Board moved to the next item on the agenda.

III. CLOSED SESSION

A) With respect to every item of business to be discussed in Closed Session pursuant to Government Code Section 54957: *Superintendent's Evaluation*

B) With respect to every item of business to be discussed in Closed Session pursuant to Government Code Section 54957: *Pending Litigation: John Doe et al. vs. Albany Unified School District.*

C) With respect to every item of business to be discussed in Closed Session pursuant to Government Code Section 35146: Students: Stipulated Agreement - *Student ID No. 204462.*

D) With respect to every item of business to be discussed in Closed Session Pursuant to Government Code Section 54957.6: Conference with Labor Negotiator (Superintendent Marla Stephenson, District Representative), Regarding Negotiations as pertains to:

1. California School Employees Association (CSEA)
2. Albany Teachers Association (ATA)
3. SEIU Local 1021

IV. OPEN SESSION

A) Reconvene to Open Session

B) Roll Call

P6
PRESENT: President Low, Vice President Black, Member Maris, Member Rosenbaum, Member Knight, and Student Board Members Kim and Yoon.
STAFF: Superintendent Stephenson; Associate Superintendent Harden; and Marsha Brown, Director III Student Services; Tom Murphy, Albany High School Aquatics Center Construction Manager.

There being no further business under this item, the Board moved to the next item on the agenda.

C) Pledge of Allegiance

The Board and members of the public recited the Pledge of Allegiance.

There being no further business under this item, the Board moved to the next item on the agenda.

D) Report of Action Taken in Closed Session

President Low reported that the Board instructed Superintendent to sign the agreement with John Doe et al.

There being no further business under this item, the Board moved to the next item on the agenda.

E) Approval of Albany Unified School District Board of Education Agenda for the November 15, 2011 Meeting

President Low requested a motion Approve: E) Albany Unified School District Board of Education Agenda for the November 15, 2011 meeting.

Motion by Member Maris, seconded by Member Rosenbaum to Approve: E) Albany Unified School District Board of Education Agenda for the November 15, 2011 meeting.

The Board was polled and passed unanimously. Members: President Low, Vice President, Member Maris, Member Knight and Member Rosenbaum voting AYE.

There being no further business under this item, the Board moved to the next item on the agenda.

F) Approval of Consent Calendar

1. Board of Education Minutes

Minutes of the November 1, 2011 Meeting with revisions.

1. Personnel

a) Certificated Personnel Assignment Order

1. Amendment

a. Teacher

2. Leave

a. Teacher

3. Extra Assignment

a. Band

b. BTSA

c. Chair, Counseling

d. Choral

e. Yearbook

4. New Hire

a. BTSA

b. Mental Health Admin

- c. Music Aide
- d. Teacher
- 5. Separation of Service
 - a. Counselor
- 6. Status Change

b) Classified Personnel Assignment Order

- 1. Amendment
- 2. Leave
- 3. Extra Assignment
- 4. New Hire
 - a. Coach, Soccer, Men, Head JV
 - b. Donation Funded Sup Art Teacher
 - c. Lifeguard
 - d. Lifeguard, Head
 - e. Para-Educator, Spec Ed
 - f. Para-Educator, Substitute
 - g. Swim Instructor, Head
 - h. Teacher
 - i. Yard Aide
- 5. Separation of Service
 - a. Para-Educator, Substitute
- 6. Status Change
 - a. Library Tech
- 7. Student Workers

c) Uncompensated Service Assignment Order

- 1. Separation of Service
 - a. Intern
- 2. Volunteer(s)

3. Business and Operations

a) October Warrant List

b) Ratify Independent Contractor Agreement - Andrea Hart

The Board requested and received clarification and engaged in a discussion (to view the discussion visit www.ausdk12.org).

c) Ratify Independent Contractor Agreement - John Beuttler

David DeHart addressed the Board with concerns about the contract, and the Board engaged in a discussion (to view the discussion visit www.ausdk12.org).

d) Approve Board Resolution 2011-12-05 Signature Card – Authorized Agents – Official Documents & Reports

e) Approve Board Resolution 2011-12-06 - Payroll Warrants & Disbursements

4. Student Services

a) Approve Independent Contractor Agreement – Ivy Chen

The Board requested and received clarification regarding the contract, and the Board engaged in a discussion (to view the discussion visit www.ausdk12.org).

b) Approve Independent Contractor Agreement – Mary Townsend

^{P8}
The Board requested and received clarification regarding the contract, and the Board engaged in a discussion (to view the discussion visit www.ausdk12.org).

5. Special Education

President Low requested a motion to Approve: (F) Consent Calendar.

Motion by Member Knight, seconded by Member Maris to Approve: (F) Consent Calendar.

The Board was polled and passed. Members: President Low, Member Maris, and Member Knight voting AYE. Member Rosenbaum abstained from item IV., F, 3., b) & c) and Vice President Black abstaining from check numbers 50044279, 500550079, and 500564757.

There being no further business under this item, the Board moved to the next item on the agenda.

V. STUDENT MEMBER REPORT

Student Board Member Yoon presented an electronically submitted Student Member Report to the Board that consisted of the following:

Student Board Member Report for the November 15, 2011 Regular Board Meeting:

- I. Albany High School is hosting Career Day tomorrow
 - a. Many thanks to the individuals who are coming in to give presentations on their careers.
 - b. Many thanks to the volunteers who helped to coordinate career day.
- II. The Amnesty International Club at Albany High won the High School of the Year Award in the Western Region, encompassing 13 states, for its exemplary efforts at raising awareness around human rights violations. Amnesty International is the largest grass-roots organization in the world that is dedicated to bringing global attention to human rights violations, especially ones involving political prisoners.
- III. Model UN Club
 - a. The club had a very strong showing at the Stanford conference, November 4-6. All club members had commendable performances, and fifteen of the twenty-five Albany students attending the conference were formally recognized by the conference for their achievements.
 - b. The Model UN Club plans to attend the Regional High School Conference with a handful of advanced members in early December.
- IV. Debate Club
 - a. Attended a debate tournament last Saturday, Nov. 12. The tournament was a learning experience for all who attended.
 - b. Plans to attend another tournament this Saturday, Nov 19. Board President Patricia Low will be attending the tournament with the club as a judge.
- V. UNICEF Club is still counting all of the donations from the Trick-or-Treat for UNICEF program. Preliminary totals indicate that Ocean View Elementary collected ~\$1200 (as compared to AHS' \$200).
- VI. Winter sports have commenced at AHS
- VII. Leadership
 - a. Planning for Winter Ball continues. Leadership has divided itself into several different planning committees for Winter Ball.
 - i. This year, Leadership intends to use the Culinary Arts Class to provide catering for the event.
 - b. The Commissioner of Outreach, Ghazal Rezvani, is coordinating a blood drive to be held on November 30.

There being no further business under this item, the Board moved to the next item on the agenda.

A) Community Media Access Committee Report

Superintendent Stephenson introduced Nir Maoz, the Board's student committee appointee representing Albany High School student body. Mr. Maoz provided the Board with a report on the Community Media Access Committee that the Albany City Council on preparing a five-year operation plan for KALB; changes to the Cable TV access policy, evaluation of current goals, creation of new goals, and suggestion of timelines for all goals; funds that are spent on cable-related activities; alternative funding sources for equipment and staff; video production training opportunities for Albany residents; Albany-based programming for the channel, post KALB programming schedules in cable television guide channels and in other media; coordinating and recruiting volunteers to participate in cable-related activities; recommending allocation of funds from the new state franchise 1% PEG support fee; and promoting and publicizing KALB.

Mr. Maoz proved a written report that included the follow:

1) Albany Film Festival

The Community Media Access Committee will be hosting the Second Annual Albany Film Festival on March 3, 2012. The goal of the festival is to build community enthusiasm for the arts inside Albany, and to encourage the exchange of creative expression by independent filmmakers. The 2011 Albany Film Festival was a great success, and we plan for 2012 to be even better. Anyone can be part of the Albany FilmFest, either by submitting a film, being a volunteer, or helping underwrite this great event. The festival website, www.albanyfilmfest.org, has all of the information as well as the entry form.

2) A/V Mentor Program

Over the last 5 years, the City has benefited from the regular participation of high school aged volunteers in all of its community events. These youth have been a critical workforce supporting the audio/visual aspects of the City's event production. While volunteering after school, evenings and weekends they have been able to acquire basic job skills and a high degree of technically specific audio/video knowledge in a challenging work environment. With the changes to the current offerings at the Teen Center for FY 2011-12, the Recreation Department decided to offer a formal version of the existing volunteer program called the A/V Mentor Program. Under the Teen Center umbrella, AVMP participants learn live audio/video production to produce TV and web content through the Albany Teen Center, KALB and Albany Student Broadcasting. Training opportunities are provided throughout the academic year to bolster the skills of the youth involved. The program is offered free of charge and participants will receive a certificate of completion from the City as well as a letter of commendation from City officials. Under direct supervision from City of Albany staff, participants in this program work together to provide technical support for the events listed below and accrue volunteer hours over the course of the year program. In addition, the events will be filmed for broadcast on KALB and streaming on the City website.

3) 2011-12 events to be filmed by City of Albany include:

- City of Albany Concerts in the Park
- Lunar New Year
- Dinner with Albany
- Arts and Green Festival
- 4th of July Celebration
- KALB channel 33 broadcast programming
- Albany Film Festival
- Albany Library Brown Bag Speaker Series
- Albany Library Poetry Nights

P10
Many of these same youth, if attending AHS, can/will also be a part of Albany Student Broadcasting, a group of Albany High School students who produce live, multicamera broadcasts of high school and community events. Their mission is to teach the fundamentals of live broadcasting to students considering media-related careers, and to provide content for KALB. The group is co-managed by the high school teachers Jeff Castle and Ned Purdom and City of Albany youth services manager Jeremy Allen. For more information visit www.albanystudentbroadcasting.com.

4) 2011-12 events to be filmed by Albany Student Broadcasting include:

- Girl's Volleyball games
- Boy's and Girl's varsity basketball games
- Boy's varsity baseball games
- Performing Arts events

We have chosen to shoot everything "live to tape" meaning that we will cover events live, as if our broadcast is being viewed simultaneously by a home audience, even though we are recording it for a future air date. We do this for two reasons: 1) Live broadcasts are fun, fast-paced and require a ton of coordination and teamwork. 2) Recording events live allows us to "edit on the fly," instead of dragging a bunch of tapes back into the studio and editing them after the event is already over. Following a successful pilot program last year, the Community Media Access Committee has decided to make a camera purchase that will assist with filming done by Albany Student Broadcasting. The proposal is set to appear before City Council on November 21, 2012. So far Albany Student Broadcasting has filmed two volleyball games, and is planning to film two AHS concerts by the end of the 2011. All of the content filmed by Albany Student Broadcasting is available on Comcast Channel 33 KALB and on www.albanyca.org.

5) KALB Programming

The Community Media Access Committee has formed a programming subcommittee that will be working to continuously update the programming for Comcast Channel 33 KALB to provide more relevant media to the Albany community and to keep the channel with continuous programming rather than the public bulletin board that has dominated air time on KALB for the past few years. The Community Media Access Committee would like to remind the public that public access broadcasting is one of the very few places where ordinary community members have their voice be heard. KALB will play any community member submitted media on the channel unlike other media outlets that are influenced by biased opinions. For information on how to submit content to KALB, the guidelines, and to watch KALB live and view its archive visit www.albanyca.org. Comcast Channel 33 KALB is also a great opportunity for local businesses and organizations to reach out to the public through underwriting the channel. KALB reaches all Albany Comcast subscribers as well as online at www.albanyca.org.

Mr. Maoz shared a multi-media presentation. The Board engaged in a discussion and thanked Mr. Maoz for the report and the multi-media presentation (to view the discussion, presentation, and film clip visit www.ausdk12.org).

There being no business under this item, the Board moved to the next item on the agenda.

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

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

There being no business under this item, the Board moved to the next item on the agenda.

VIII. REVIEW AND ACTION ITEMS

Board requested and received clarification. It was noted that one certificated teacher was not included on the list submitted on November 1, 2011. The Board engaged in a discussion (to view the discussion visit www.ausdk12.org).

President Low requested a motion to Approve: Recommendation to Designate Certificated Teachers to Permanent and Probation Status

Motion by Member Knight seconded by Vice President Black to Approve: Recommendation to Designate Certificated Teachers to Permanent and Probation Status.

The Board was polled and passed. Members: President Low, Vice President Black, Member Maris, Member Rosenbaum, Member Knight voting AYE.

There being no further business under this item, the Board moved to the next item on the agenda.

B) Approve Change Order No. 3 – Albany High School Aquatics Center

Superintendent Stephenson addressed the Board regarding Change Order No. 3 – Albany High School Aquatics Center reminding the Board that at the September 7, 2010 Board meeting, the Board approved a contract with McCrary Construction for the construction of the Albany High School Aquatic Center in the amount of \$6,179,000, and the following change orders have been submitted to date: 1) February 1, 2011, Board meeting, the Board approved Change Order #1 in the amount of \$21,224; 2) August 2, 2011, Board Meeting, the Board approved Change Order #2 in the amount of: \$140,712.

The Board was informed that during the course of construction, items have arisen related to changes in project scope and detail coordination. These issues have been extensively discussed and negotiated amongst the construction project team of McCrary Construction, LPA Architects, Bollo Construction Management, and the District and it is recommended that McCrary Construction's contract be increased an additional \$84,147 to \$6,425,083. The increase will be funded by the construction contingency. The current construction contingency, as of October 27, 2011, is \$596,265. After Change Order #3, the construction contingency will be \$512,118.

The Board was informed that Change Order #3 includes: Gen7 classroom electrical relocation (\$49,258) and fire alarm relocation (\$2,060) and an additional 49 construction contract days related to the impact of delayed delivery of windows. McCrary Construction Company has agreed to a \$15,000 deductive change order to offset additional AOR (architect) and IOR (inspector) costs.

The Board engaged in a discussion (to view the discussion visit www.ausdk12.org).

President Low requested a motion to Approve: Change Order No. 3 – Albany High School Aquatics Center.

Motion by Member Maris seconded by Member Rosenbaum to Approve: Change Order No. 3 – Albany High School Aquatics Center.

The Board was polled and passed. Members: President Low, Vice President Black, Member Maris, Member Rosenbaum, Member Knight voting AYE.

There being no further business under this item, the Board moved to the next item on the agenda.

C) Conduct 2nd Reading; Adopt: Board Policy 6163.2 - Animals at School

P12

The Board requested and received clarification. Director Brown informed the Board that one revision was made, and the Board engaged in a discussion (to view the discussion visit www.ausdk12.org).

President Low requested a motion to Revise and Adopt: Board Policy 6163.2 - Animals at School

Motion by Member Rosenbaum seconded by Member Knight to Revise and Adopt: Board Policy 6163.2 - Animals at School.

The Board was polled and passed. Members: President Low, Vice President Black, Member Maris, Member Rosenbaum, Member Knight voting AYE.

There being no further business under this item, the Board moved to the next item on the agenda.

D) Conduct 2nd Reading; Adopt: Board Policy 6173.1 - Education For Foster Youth

The Board requested and received clarification, and the Board engaged in a discussion (to view the discussion visit www.ausdk12.org).

President Low requested a motion to Revise and Adopt: Board Policy 6173.1 - Education For Foster Youth.

Motion by Member Rosenbaum seconded by Vice President Black to Revise and Adopt: Board Policy 6173.1 Education For Foster Youth.

The Board was polled and passed. Members: President Low, Vice President Black, Member Maris, Member Rosenbaum, Member Knight voting AYE.

There being no further business under this item, the Board moved to the next item on the agenda.

IX. REVIEW AND DISCUSSION ITEMS

A) Field Trip Quarterly Report

Director Brown addressed the Board regarding the Field Trip Quarterly Report and provided a detailed explanation of the Field Trip Quarterly Report. The Board requested and received clarification regarding the subject of providing documentation on a comparative basis. It was noted that documentation on a comparative basis can be provided in the future. It was noted that field trip forms could be updated to reflect current laws.

B) Review Administrative Regulation 6115 - Ceremonies and Observances

Director Brown addressed the Board regarding Administrative Regulation 6115 - Ceremonies and Observances. The Board requested and received clarification that it was at the Board's request that Director Brown researched the Education Code regarding holidays. The Board engaged in a discussion (to view the discussion visit www.ausdk12.org).

C) Review Administrative Regulation 4112.62 4212.62, 4312.62 - Maintenance of Criminal Offender Records
The Board engaged in a discussion (to view the discussion visit www.ausdk12.org).

D) Review Administrative Regulation 4161.9 4261.9, 4361.9 - Catastrophic Leave Program
The Board engaged in a discussion (to view the discussion visit www.ausdk12.org).

There being no further business under this item, the Board moved to the next item on the agenda.

Superintendent Stephenson

Superintendent Stephenson addressed the Board and noted that she provided a PowerPoint presentation at the Livermore Berkeley National Laboratory Task Force meeting.

Vice President Black

Vice President Black addressed the Board and noted that he received a positive report from his Livermore Berkeley National Laboratory Task Force appointee, Amy Tick.

Member Maris

Member Maris addressed the Board and noted that he attended the Livermore Berkeley National Laboratory Task Force meeting and complimented Superintendent Stephenson on an excellent presentation. He also noted that he attended the AHS School PTA meeting and was impressed with parent and student participation. He also noted that he signed up for an adult education class and the sign-up procedure went smoothly. He complimented Maria Santoyo for being professional and courteous.

XI. FUTURE AGENDA ITEMS

- | | |
|---|----------|
| • Confirm AUSD Mission Statement & Missions & Beliefs | December |
| • 1 st Interim Report | December |
| • Spotlight Recognition - Albany Education Foundation | December |
| • Lawrence Berkeley National Lab Task Force Report | December |
| • Board of Education Reorganization | December |

There being no further business under this item, the Board moved to the next item on the agenda.

XII. FUTURE BOARD MEETINGS

1. Tuesday, December 6, 2011, 7:00 p.m., Regular Meeting
Albany City Hall, 1000 San Pablo Avenue, Albany
2. Tuesday, January 17, 2012, 7:00 p.m., Regular Meeting
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Albany City Hall, 1000 San Pablo Avenue, Albany
6. Tuesday, April 3, 2012, 7:00 p.m., Regular Meeting
Albany City Hall, 1000 San Pablo Avenue, Albany
7. Tuesday, April 17, 2012, 7:00 p.m., Regular Meeting
Albany City Hall, 1000 San Pablo Avenue, Albany
8. Tuesday, May 1, 2012, 7:00 p.m., Regular Meeting
Albany City Hall, 1000 San Pablo Avenue, Albany
9. Tuesday, May 15, 2012, 7:00 p.m., Regular Meeting
Albany City Hall, 1000 San Pablo Avenue, Albany
10. Tuesday, June 5, 2012, 7:00 p.m., Regular Meeting
Albany City Hall, 1000 San Pablo Avenue, Albany
11. Tuesday, June 19, 2012, 7:00 p.m., Regular Meeting
Albany City Hall, 1000 San Pablo Avenue, Albany

There being no further business, the Board adjourned at 8:30 p.m.

XIII. ADJOURNMENT

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

Personnel Assignment Order: Pending approval, non confidential

BOE Meeting **12/6/2011**

Class Certificated

Category: Extra Assignment

<i>Position</i>	<i>Name</i>	<i>Reason</i>	<i>Site</i>	<i>FTE/Amt</i>	<i>Effec Date</i>	<i>End Date</i>	<i>Action</i>	<i>Funding</i>
Coach, Basketball, Girls, 8th grade	Izumizaki, James		AMS		10/11 season		Approve	GF

Class Classified

Category: Amendment

<i>Position</i>	<i>Name</i>	<i>Reason</i>	<i>Site</i>	<i>FTE/Amt</i>	<i>Effec Date</i>	<i>End Date</i>	<i>Action</i>	<i>Funding</i>
Para-Educator, Aft Sch Wld Lang	Alvarado, Anna		ACC				Approve	
Para-Educator, Aft Sch Wld Lang	Alvarado, Anna		ACC				Approve	

Category: New Hire

<i>Position</i>	<i>Name</i>	<i>Reason</i>	<i>Site</i>	<i>FTE/Amt</i>	<i>Effec Date</i>	<i>End Date</i>	<i>Action</i>	<i>Funding</i>
Clerical, substitute	Miyashiro, Holly		DW		12/7/11		Approve	GF
Para-Educator, Spec Ed	Haller, Samuel		DW		11/16/11		Approve	Sp ed
Para-Educator, substitute	Miyashiro, Holly		DW		12/7/11		Approve	GF or Sp ed

Monday, November 28, 2011

Page 1 of 6

BOE Meeting 12/6/2011

Swim Instructor, Head	Hausle, Marc	Pool	12/7/11	Approve	Pool
Water Fitness Instructor	Elsbury, Sylvia	Pool	12/7/11	Approve	Pool

Category: Separation of Service

<i>Position</i>	<i>Name</i>	<i>Reason</i>	<i>Site</i>	<i>FTE/Amt</i>	<i>Effec Date</i>	<i>End Date</i>	<i>Action</i>	<i>Funding</i>
Budget Analyst	Garde, Allan		DO		11/28/11		Approve	
Coach, Basketball, JV Head, Women's	Gamboa, Carmen		AHS		11/1/11		Approve	
Sign Language Interpreter	Howton-Cave, Joan		DW		11/25/11		Approve	

Class Uncompensated Service**Category: Intern**

<i>Position</i>	<i>Name</i>	<i>Reason</i>	<i>Site</i>	<i>FTE/Amt</i>	<i>Effec Date</i>	<i>End Date</i>	<i>Action</i>	<i>Funding</i>
Mental Health	McClelland, Kathleen				12/7/11		Approve	
Mental Health	Weisman, Pella				12/7/11		Approve	

Category: Separation of Service

<i>Position</i>	<i>Name</i>	<i>Reason</i>	<i>Site</i>	<i>FTE/Amt</i>	<i>Effec Date</i>	<i>End Date</i>	<i>Action</i>	<i>Funding</i>
Mental Health Intern	Allen, Delhia				11/2/11		Approve	

Category: Volunteer

<i>Position</i>	<i>Name</i>	<i>Reason</i>	<i>Site</i>	<i>FTE/Amt</i>	<i>Effec Date</i>	<i>End Date</i>	<i>Action</i>	<i>Funding</i>
	Adams, Christine				12/7/11		Approve	
	Apel, Amy				12/7/11		Approve	
	Baysa, Kaipo				12/7/11		Approve	
	Bensman, Dawn				12/7/11		Approve	
	Bleicher, Betty				12/7/11		Approve	
	Botello, Alfredo				12/7/11		Approve	
	Brennen, Molly				12/7/11		Approve	
	Bush, Susan				12/7/11		Approve	
	Carreno, Claudia				12/7/11		Approve	
	Chen, Jennifer				12/7/11		Approve	
	Conners, Cindy				12/7/11		Approve	
	Craik, Jennifer				12/7/11		Approve	
	Davidson, Erik				12/7/11		Approve	

BOE Meeting 12/6/2011

Davidson, Robin	12/7/11	Approve
Desgrosiellier, Debra	12/7/11	Approve
Eliyan, Iman	12/7/11	Approve
Ely, Jon	12/7/11	Approve
Ferguson, Erika	12/7/11	Approve
Gaerlan, James	12/7/11	Approve
Gill, Chrystine	12/7/11	Approve
Gripman, Jennifer	12/7/11	Approve
Halpern, Kira	12/7/11	Approve
Huang, Mingli (Crystal)	12/7/11	Approve
Kaye-Berger, Victoria	12/7/11	Approve
Kim, Soojin	12/7/11	Approve
Kosma, Deanna	12/7/11	Approve
Lord, Maggie	12/7/11	Approve

BOE Meeting 12/6/2011

Malek, Ladan	12/7/11	Approve
McAfee, Scott	12/7/11	Approve
Moy, Anne	12/7/11	Approve
Murphy, Deirdre	12/7/11	Approve
O'Leary, John	12/7/11	Approve
Pak, Karen	12/7/11	Approve
Park, Sinheang	12/7/11	Approve
Perez, Carmen	12/7/11	Approve
Prowell, Samuel	12/7/11	Approve
Rios, Dora	12/7/11	Approve
Salzano, Maria	12/7/11	Approve
Shaffer, Amy	12/7/11	Approve
Solomon, Cristi	12/7/11	Approve
Tang, Andrew	12/7/11	Approve

BOE Meeting 12/6/2011

Viboonlarp, Boonyalak	12/7/11	Approve
Weinstein, Anna	12/7/11	Approve
Willard, Carolyn	12/7/11	Approve

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of December 6, 2011

ITEM: **APPROVE PARA-EDUCATOR, SPECIAL EDUCATION II
JOB DESCRIPTION**

PREPARED BY: Cynthia Attiyeh, Human Resources Administrator

TYPE OF ITEM: **CONSENT**

BACKGROUND INFORMATION:

As District needs change, positions and related responsibilities for the positions must be updated. The District Support Services Center requires a high level of coordination between staff, sites and stakeholders to ensure an efficient operation.

The Para-Educator, Special Education II directly assists severely disabled students who require, in addition to significant instructional supports, significant daily living needs support that requires complex, specialized medical procedures and significant specialized training.

FINANCIAL INFORMATION:

Funding Source: General Fund

RECOMMENDATION: Approve the Para-Educator, Special Education II job description

ALBANY UNIFIED SCHOOL DISTRICT**Job Description**

Title: Paraeducator – Special Education II

Salary: Range 30, \$16.28-\$19.81/hour

Year: 10 months

POSITION DESCRIPTION: Daily, under general supervision from certificated/licensed personnel, directly assist severely disabled students who require, in addition to significant instructional supports, significant daily living needs support that require complex, specialized medical procedures and significant specialized training.

REPRESENTATIVE DUTIES: E = Essential Duties The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

1. As directed by supervising certificated/licensed staff member, implements learning activities for pupils; administers, scores and records results of assessments, assists students in using instructional materials and equipment; and performs related clerical duties E
2. Prepare/copies instructional materials as directed by the certificated staff member E
3. Provides tutoring as directed E
4. Assists in general supervision and discipline of students E
5. Informs the teacher of student progress and work E
6. Maintains confidentiality of information about students and parents E
7. Under supervision of certificated/licensed staff member, assist students with personal needs (including but not limited to toileting, feeding, hydration, hygiene), including health needs when required. E
8. Under the supervision of certificated/licensed staff member assist students with support that requires general medical related services including but not limited to: conducting diabetes testing, administering insulin shots, inserting, removing medical devices (such as but not limited to: gastronomy feeding tubes/buttons, colostomy and ileostomy bags) or medication into rectums and other body parts, cleaning medical devices and significant specialized training E
9. May require lifting of student E
10. May translate information in student's native language as required E
11. Assists certificated staff members implement IEP learning activities E
12. Attend required training and job-related meetings E
13. Other duties as assigned E

KNOWLEDGE OF:

1. Correct usage of English language, grammar, spelling, writing, and mathematical computations, maps, charts, and other reference materials
2. School discipline rule and policies

ABILITY TO:

1. Operate common machines to prepare instructional materials
2. Meet and interact with parents, public, and students in a tactful and courteous manner
3. Establish and maintain cooperative and effective working relationships
4. Understand and carry out oral and written instructions
5. Supervise and discipline students
6. Interact with a culturally diverse community
7. Learn pertinent procedures and functions quickly and to apply them under general supervision.

ALBANY UNIFIED SCHOOL DISTRICT
Job Description

P23

PHYSICAL REQUIREMENTS:

1. Performs work which is primarily in a classroom or playground setting, may occasionally accompany students and teachers on field trips off school site
2. Requires mobility of arms to reach and dexterity of hands to grasp and manipulate small objects (keyboard, telephone, and common office machines)
3. Requires vision (which may be corrected) to read small print
4. Requires the mobility to stand, walk, stoop, reach, and bend
5. Requires lifting, pushing and/or pulling books, supplies, equipment (mobility equipment), students and packages, approximately 50 lbs.

Education/Experience

1. Completion of high school or equivalent and one of the following:
 - Possess an AA degree
 - Two years of college (48 units)
 - Meet a rigorous standard of quality through local assessment
2. Previous experience working with school age children preferred

ALBANY UNIFIED SCHOOL DISTRICT

DONATIONS OVER \$50.00

October 1 - October 31

DONORGIFTAMOUNT**CORNELL ELEMENTARY SCHOOL**

Adrienne Cabanatuan	Monetary donation to C. Feuerstraeter's class	\$ 50.00
Albany Education Foundation	Monetary donation to the Conflict Manager Program	\$ 1,666.66
Clelia Baccari	Monetary donation to J. Bradley's class	\$ 50.00
Cornell PTA	Monetary donation to Cornell Elementary	\$ 6,474.25
Funding Factory	Monetary donation to Cornell Elementary	\$ 51.20
Luis Arteaga and Sue Wong	Monetary donation to A. Stewart's class	\$ 50.00
Luis Arteaga and Sue Wong	Monetary donation to A. Kohn's class	\$ 50.00
Wells Fargo Foundation	Monetary donation to Cornell Elementary	\$ 230.76
	Total for Cornell Elementary School	\$ 8,622.87

MARIN ELEMENTARY SCHOOL

Albany Education Foundation	Monetary donation to the Conflict Manager Program	\$ 1,666.67
L.A.V. Hunter	Monetary donation to Marin Elementary	\$ 60.00
	Total for Marin Elementary School	\$ 1,726.67

OCEAN VIEW ELEMENTARY SCHOOL

Albany Education Foundation	Monetary donation to the Conflict Manager Program	\$ 1,666.66
Asain Suhaulei	Monetary donation to K. Finan's class	\$ 50.00
Dan Xu and Jin Zhang	Monetary donation to K. Finan's class	\$ 60.00
Frederico and Kari Finan	Monetary donation to J. Fraser's class	\$ 50.00
Hyun Kim	Monetary donation to K. Finan's class	\$ 100.00
James and Natalia Gaerlan	Monetary donation to K. Finan's class	\$ 50.00
John and Sasha Keller	Monetary donation to K. Finan's class	\$ 200.00
John and Sasha Keller	Monetary donation to M. Barry's class	\$ 200.00
Jose Ruiz and Teresa Boyra	Monetary donation to K. Finan's class	\$ 100.00
Mark and Keiko Schlamp	Monetary donation to K. Finan's class	\$ 50.00
Min Hur	Monetary donation to K. Finan's class	\$ 100.00
Ocean View PTA	Monetary donation to Ocean View Elementary	\$ 6,400.00
See Moon	Monetary donation to K. Finan's class	\$ 100.00
Ugur and Nuriye Hodoglugil	Monetary donation to K. Finan's class	\$ 100.00
Vem and Marisa Chuang	Monetary donation to K. Finan's class	\$ 50.00
Wells Fargo Foundation	Monetary donation to J. Sinclair's class	\$ 75.00
Won Suh	Monetary donation to K. Finan's class	\$ 250.00
Wookhyun Kwon and Yeonji Kim	Monetary donation to J. Fraser's class	\$ 50.00
Yuxi Fu and Quan Tang	Monetary donation to B. Banales' class	\$ 50.00
	Total for Ocean View Elementary School	\$ 9,701.66

ALBANY MIDDLE SCHOOL

Albany Prevention Council	Monetary donation to Safe School Ambassadors Program	\$ 1,000.00
Annie and Michael Hersh	Monetary donation to Volleyball Athletic Program	\$ 120.00
Ashby Flowers	Monetary donation to Volleyball Athletic Program	\$ 120.00
Brett Miller	Monetary donation to Volleyball Athletic Program	\$ 120.00
Caren and David	Monetary donation to Volleyball Athletic Program	\$ 120.00
Caren and David	Monetary donation to Volleyball Athletic Program	\$ 50.00
Carol Min	Monetary donation to Volleyball Athletic Program	\$ 200.00
Catherine Bordel and Frederic Ivchenko	Monetary donation to Volleyball Athletic Program	\$ 120.00
David and Elizabeth	Monetary donation to Volleyball Athletic Program	\$ 120.00
David and Suzanne	Monetary donation to Volleyball Athletic Program	\$ 150.00
David Greensfelder and Karen Butwinick	Monetary donation to Volleyball Athletic Program	\$ 120.00
Donor's Choose Program	Document Camera donation to Albany Middle School	\$ 581.00
Enkhjargal Bazaragchaa	Monetary donation to Volleyball Athletic Program	\$ 50.00
Enkhtuya Tognin	Monetary donation to Volleyball Athletic Program	\$ 50.00
Isaac Carbajal	Monetary donation to Volleyball Athletic Program	\$ 120.00
John McKenna III	Monetary donation to Volleyball Athletic Program	\$ 120.00
Joseph Quarello	Monetary donation to Volleyball Athletic Program	\$ 120.00
Kim and Jonathan	Monetary donation to Volleyball Athletic Program	\$ 120.00
Lameka Marshall	Monetary donation to Volleyball Athletic Program	\$ 120.00
Lisa Chen	Monetary donation to Volleyball Athletic Program	\$ 120.00
Lori and Michael Saaf	Monetary donation to Volleyball Athletic Program	\$ 120.00

ALBANY UNIFIED SCHOOL DISTRICT

P25

DONATIONS OVER \$50.00

October 1 - October 31

DONOR

GIFT

AMOUNT

ALBANY MIDDLE SCHOOL - Continued

Mahasin Mujahid	Monetary donation to Volleyball Athletic Program	\$ 120.00
Malois Ritzema	Monetary donation to Volleyball Athletic Program	\$ 120.00
Monet Monaghan and Kenneth Gregg	Monetary donation to Volleyball Athletic Program	\$ 120.00
Nancy Chang	Monetary donation to Volleyball Athletic Program	\$ 120.00
Phuntsok Gaphel and Konchek Choden	Monetary donation to Volleyball Athletic Program	\$ 120.00
R.L. Langenheim III	Monetary donation to Volleyball Athletic Program	\$ 120.00
Shuying Fu and Dongkyu Kim	Monetary donation to Volleyball Athletic Program	\$ 120.00
Su Yang and Jian Xu	Monetary donation to Volleyball Athletic Program	\$ 150.00
The Rose Hsu and Robert Jackson Trust	Monetary donation to Volleyball Athletic Program	\$ 120.00
Vivian and Ray	Monetary donation to Volleyball Athletic Program	\$ 80.00
Xiaofang Bai	Monetary donation to Volleyball Athletic Program	\$ 50.00
Total for Albany Middle School		\$ 5,001.00

ALBANY HIGH SCHOOL

A. Masa Miyashiro	Monetary donation to the Athletics Program	\$ 800.00
Ahmed Elbaggari and Linda Fong	Monetary donation to the Science Department	\$ 80.00
Ajith Kaduwela and Kamani Hewadikaram	Monetary donation to the Science Department	\$ 80.00
Alfredo Botello and Linda Howell	Monetary donation to the Science Department	\$ 80.00
Alfredo Botello and Linda Howell	Monetary donation to the Athletics Program	\$ 300.00
Amy Cohen	Monetary donation to the Athletics Program	\$ 400.00
Andrew and Meiling Lincoff	Monetary donation to the Science Department	\$ 80.00
Anita Clothier	Monetary donation to the Science Department	\$ 80.00
Anna Mungle	Monetary donation to the Culinary Arts Program	\$ 50.00
Anni Tilt and David Arkin	Monetary donation to the Art Department	\$ 50.00
Annie and Alan Leung	Monetary donation to the Science Department	\$ 80.00
Anthony and Eileen McKenzie	Monetary donation to the Athletics Program	\$ 200.00
Asmita Patel	Monetary donation to the Science Department	\$ 80.00
Bernadette Brown	Monetary donation to the Athletics Program	\$ 150.00
Brenda and Ringo Ng	Monetary donation to the Science Department	\$ 80.00
Caren and David Rabin	Monetary donation to the Science Department	\$ 80.00
Carl and Laura Shalliker	Monetary donation to the Science Department	\$ 80.00
Charla Powell and Stan Heard	Monetary donation to the Culinary Arts Program	\$ 50.00
Cherise Miller	Monetary donation to the Art Department	\$ 50.00
Christian and Carrie Schulze	Monetary donation to the Science Department	\$ 80.00
Christina Robinson	Monetary donation to the Science Department	\$ 80.00
Curtis and Nancy Chang	Monetary donation to the Science Department	\$ 80.00
Dale Brown	Monetary donation to the Athletics Program	\$ 500.00
Dana Grosvenor and Cory Johnson	Monetary donation to the Science Department	\$ 80.00
Daniel Levine and Cheryl Brunetti	Monetary donation to the Science Department	\$ 100.00
Dann Bearson and Dana Ozer	Monetary donation to the Art Department	\$ 50.00
Daryoosh and Anahi Khalilollahi	Monetary donation to the Science Department	\$ 80.00
David and Linda Menezes	Monetary donation to the Culinary Arts Program	\$ 50.00
David and Mary Asarnow	Monetary donation to the Science Department	\$ 80.00
David Brown and Arlene Immerman	Monetary donation to the Science Department	\$ 100.00
David Garner	Monetary donation to the Art Department	\$ 50.00
David Roberts	Monetary donation to the Science Department	\$ 80.00
Delia Juan	Monetary donation to the Culinary Arts Program	\$ 50.00
Diana Trinidad	Monetary donation to the Athletics Program	\$ 125.00
Dmitry and Tina Klimko	Monetary donation to the Science Department	\$ 80.00
Elizabeth Sutton	Monetary donation to the Science Department	\$ 80.00
Elizabeth Tyler	Monetary donation to the Science Department	\$ 80.00
Elizabeth Tyler	Monetary donation to the Art Department	\$ 50.00
Elizabeth Tyler	Monetary donation to the Athletics Program	\$ 325.00
Enkhmaa Ulziibat	Monetary donation to the Science Department	\$ 80.00
Erez Maoz	Monetary donation to the Science Department	\$ 80.00
Eric Brown	Monetary donation to the Athletics Program	\$ 400.00
Frank Hsu and Ifen Huang	Monetary donation to the Science Department	\$ 80.00
Gertrude Boskin	Monetary donation to the Athletics Program	\$ 300.00
Gilbert Sung	Monetary donation to the Science Department	\$ 80.00

ALBANY UNIFIED SCHOOL DISTRICT

DONATIONS OVER \$50.00

October 1 - October 31

<u>DONOR</u>	<u>GIFT</u>	<u>AMOUNT</u>
ALBANY HIGH SCHOOL - Continued		
Gregory Mckean and Sherry Wang	Monetary donation to the Science Department	\$ 80.00
Gretchen Davidson	Monetary donation to the Science Department	\$ 80.00
Hao Jiang and Qinglin Shi	Monetary donation to the Science Department	\$ 80.00
Harry Rabin and Company	Monetary donation to the Athletics Program	\$ 300.00
Hiroshi and Jennifer Piedra	Monetary donation to the Culinary Arts Program	\$ 50.00
Hongfeng Gao and E. Yu	Monetary donation to the Science Department	\$ 80.00
Hui-Hua and Carl Chuang	Monetary donation to the Athletics Program	\$ 200.00
Ian Macleod and Beatrice Morand	Monetary donation to the Science Department	\$ 80.00
Iris Wang and Jiankang Liu	Monetary donation to the Science Department	\$ 80.00
Jade Green	Monetary donation to the Culinary Arts Program	\$ 50.00
James and Beth Dunn	Monetary donation to the Science Department	\$ 80.00
Jerome Schreiberstein and Marianne Tancor	Monetary donation to the Culinary Arts Program	\$ 50.00
Ji Kim	Monetary donation to the Science Department	\$ 80.00
Jianming Li and Zeying Ren	Monetary donation to the Science Department	\$ 80.00
Jim Usher and Pam Hava	Monetary donation to the Science Department	\$ 100.00
Jo Ann Izu	Monetary donation to the Athletics Program	\$ 300.00
Joel Freeberg	Monetary donation to the Science Department	\$ 80.00
John and Deirdre Greene	Monetary donation to the Science Department	\$ 80.00
John Sutton	Monetary donation to the Art Department	\$ 50.00
John Tonkyn and Sarah Whitmer	Monetary donation to the Athletics Program	\$ 400.00
Jonathan Garfield and Deborah Demott	Monetary donation to the Athletics Program	\$ 400.00
Jong and Sou Kim	Monetary donation to the Science Department	\$ 80.00
Joseph Wiemels and Yun Wang	Monetary donation to the Art Department	\$ 50.00
Joseph Wiemels and Yun Wang	Monetary donation to the Science Department	\$ 80.00
Julie and Yu Lin	Monetary donation to the Culinary Arts Program	\$ 50.00
Kai Yu	Monetary donation to the Science Department	\$ 80.00
Kaidong Chen	Monetary donation to the Science Department	\$ 80.00
Karen Chester	Monetary donation to the Science Department	\$ 80.00
Karen Tiedemann and Geoffrey Piller	Monetary donation to the Athletics Program	\$ 300.00
Karl Goldstein and Sheryl Salazar	Monetary donation to the Science Department	\$ 80.00
Karma Ngodup	Monetary donation to the Science Department	\$ 80.00
Kenneth and Tamara Benau	Monetary donation to the Science Department	\$ 80.00
Kenneth and Trudy Chiang	Monetary donation to the Science Department	\$ 80.00
Kenneth and Trudy Chiang	Monetary donation to the Athletics Program	\$ 400.00
Khanh Tran	Monetary donation to the Science Department	\$ 80.00
Krisana and John Swindell	Monetary donation to the Culinary Arts Program	\$ 50.00
L. Endo	Monetary donation to the Science Department	\$ 80.00
Laura and Kevin Tannahill	Monetary donation to the Athletics Program	\$ 300.00
Laurie and John Ward	Monetary donation to the Science Department	\$ 80.00
Leda Schulak and Brian Anderson	Monetary donation to the Art Department	\$ 200.00
Leif and Dr. Sushma Magnuson	Monetary donation to the Science Department	\$ 80.00
Linda Stromberg	Monetary donation to the Athletics Program	\$ 300.00
Linden and Thomas Mackey	Monetary donation to the Science Department	\$ 80.00
Lisa and Richard Kirby	Monetary donation to the Science Department	\$ 160.00
Lisa Schneider and Robert Shaw	Monetary donation to the Science Department	\$ 80.00
Lisa Weber	Monetary donation to the Athletics Program	\$ 100.00
Loraine Woodard and Joel Villasenor	Monetary donation to the Science Department	\$ 80.00
Lorenza and Carla Hall	Monetary donation to the Athletics Program	\$ 100.00
Luke and Meioi Sit	Monetary donation to the Athletics Program	\$ 100.00
Margaret Groeninger and Laura Lascot	Monetary donation to the Science Department	\$ 80.00
Margaret Groeninger and Laura Lascot	Monetary donation to the Art Department	\$ 50.00
Margaret Young Survivor's Trust, Kay Kinney	Monetary donation to the Athletics Program	\$ 188,551.51
Marguerite and Richard Bauer	Monetary donation to the Athletics Program	\$ 300.00
Mariluzia Meira	Monetary donation to the Culinary Arts Program	\$ 50.00
Mary Sims	Monetary donation to the Science Department	\$ 80.00
Massimo Pioreschi	Monetary donation to the Art Department	\$ 50.00
Michael Burns	Monetary donation to the Science Department	\$ 80.00
Michael Butler and Elissa Gershon	Monetary donation to the Science Department	\$ 80.00

ALBANY UNIFIED SCHOOL DISTRICT

DONATIONS OVER \$50.00

October 1 - October 31

P27

DONOR

GIFT

AMOUNT

ALBANY HIGH SCHOOL - Continued

Michael Ciraolo	Monetary donation to the Science Department	\$ 80.00
Michael Gabel and Irene Scheinbaum	Monetary donation to the Science Department	\$ 100.00
Michael Ogul	Monetary donation to the Science Department	\$ 80.00
Michelle and Paul Fadelli	Monetary donation to the Culinary Arts Program	\$ 50.00
Miriam and Jonathan Walden	Monetary donation to the Science Department	\$ 80.00
Mohammad Shaikh	Monetary donation to the Science Department	\$ 80.00
Monica Eisenhardt and Jonathan Slack	Monetary donation to the Science Department	\$ 80.00
Myung So	Monetary donation to the Science Department	\$ 50.00
Nancy Wong	Monetary donation to the Culinary Arts Program	\$ 50.00
Nian Ren and Yin Wong	Monetary donation to the Science Department	\$ 80.00
Pei Huang	Monetary donation to the Science Department	\$ 80.00
Prestige Auto Body	Monetary donation to the Athletics Program	\$ 300.00
Raymond and Barbara Pedersen	Monetary donation to the Science Department	\$ 80.00
Richard and Kimberly Caldwell	Monetary donation to the Athletics Program	\$ 300.00
Richard and Susan Linsley	Monetary donation to the Science Department	\$ 80.00
Richard Ayer, Jr. and Barbara Grady	Monetary donation to the Science Department	\$ 60.00
Richard Ikeda	Monetary donation to the Athletics Program	\$ 300.00
Richard Jesch	Monetary donation to the Science Department	\$ 80.00
Richard Wong	Monetary donation to the Science Department	\$ 80.00
Rick Greer	Monetary donation to the Culinary Arts Program	\$ 50.00
Robert and Deidree Bauer	Monetary donation to the Science Department	\$ 100.00
Robert Jacobs and Galyn Lum	Monetary donation to the Athletics Program	\$ 100.00
Robert Lieber and Cheryl Taubenfeld	Monetary donation to the Science Department	\$ 80.00
Robert Mullaney and Elizabeth Allen	Monetary donation to the Science Department	\$ 200.00
Saied and Shervin Moradi	Monetary donation to the Science Department	\$ 200.00
Sally Davis	Monetary donation to the Athletics Program	\$ 50.00
Samudra Alwis	Monetary donation to the Athletics Program	\$ 100.00
Seymour Kramer and Laurie Goldsmith	Monetary donation to the Science Department	\$ 80.00
Sha and Raymond Lee	Monetary donation to the Science Department	\$ 80.00
Shirley Yen and Chi So	Monetary donation to the Science Department	\$ 80.00
Shuka Tamura	Monetary donation to the Athletics Program	\$ 200.00
Sinh Ngo and Jennifer Ton	Monetary donation to the Science Department	\$ 80.00
Sonja and Geva Baumer	Monetary donation to the Science Department	\$ 80.00
Su Yang and Jian Xu	Monetary donation to the Science Department	\$ 100.00
Susan Chuang and James Gwise	Monetary donation to the Science Department	\$ 100.00
Susan Wu and Scott Fong	Monetary donation to the Science Department	\$ 100.00
Susan Wu and Scott Fong	Monetary donation to the Athletics Program	\$ 600.00
Suzanne Kelley and Eric Kampman	Monetary donation to the Athletics Program	\$ 400.00
Tenzin Bhuti	Monetary donation to the Science Department	\$ 80.00
Terumi Shibata-Mazzera	Monetary donation to the Science Department	\$ 80.00
Thomas Greenwood	Monetary donation to the Athletics Program	\$ 300.00
Thomas Neu and Jennifer Chan	Monetary donation to the Science Department	\$ 160.00
Tom Athanasiou and Rachel Sommerville	Monetary donation to the Athletics Program	\$ 400.00
Tomoka and Henri Ainai	Monetary donation to the Science Department	\$ 80.00
Van Giang and Liutha Phan	Monetary donation to the Science Department	\$ 80.00
Vicki Sommer	Monetary donation to the Culinary Arts Program	\$ 50.00
Vicki Sommer	Monetary donation to R. Ushmann's class	\$ 100.00
Vincent Lin and Reiko Kataoka	Monetary donation to the Science Department	\$ 50.00
Wang's Acupuncture Center	Monetary donation to the Science Department	\$ 100.00
Wells Fargo Foundation	Monetary donation to the EDSET Program	\$ 461.54
Wendy Stephens	Monetary donation to the Athletics Program	\$ 50.00
William and Dinah Bailes	Monetary donation to the Athletics Program	\$ 200.00
Wim and Annette Leemans	Monetary donation to the Science Department	\$ 80.00
Yifan Xu and Kang Dai	Monetary donation to the Science Department	\$ 80.00
Yishi Chen	Monetary donation to the Science Department	\$ 50.00
Yu Chen	Monetary donation to the Science Department	\$ 80.00
Zhiqiang Li and Lijuan Zhang	Monetary donation to the Science Department	\$ 80.00

Total for Albany High School \$ 208,993.05

ALBANY UNIFIED SCHOOL DISTRICT

DONATIONS OVER \$50.00

October 1 - October 31

DONOR

GIFT

AMOUNT

MACGREGOR HIGH SCHOOL

No monetary donations received for Albany Children's Center

Total for MacGregor High School \$

-

ALBANY CHILDREN'S CENTER

No monetary donations received for Albany Children's Center

Total for Albany Children's Center \$

-

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of December 6, 2011

ITEM: APPROVE SURPLUS E-WASTE

PREPARED BY: Brian Hyland, Director of Technology

TYPE OF ITEM: Consent

BACKGROUND INFORMATION

E-Waste Disposal Protocols:

As a public institution service department, Albany Unified Technology Department has been charged with and is required to dispose of electronic waste in accordance with current local, state and federal regulations.

These are the procedures we follow with regards to E-Waste.

1) E-Waste systems are those that have been discarded from a school site. Each Principal collected and stored E-waste based on the needs of their school. The E-Waste was then audited by the IT Department for anything that could be refurbished and redistributed and removed from the E-Waste list. After approval of the Board of Education the remaining E-Waste included as an attachment to this memo will be scheduled for pickup by an authorized E-Waste vendor at no cost to the District.

2) Systems that are considered serviceable are retrained either for spare parts or for redeployment at another site upon request. Our team has established a set of internal guidelines for determining the serviceability of computing systems discarded by our school sites. These guidelines include the age of the systems, the availability of and or cost of replacement components, as well as time considerations and cost effectiveness of repair and maintenance.

- Note: Most discarded systems come to us well beyond the serviceable age standard of 5 years. In fact, the latest lot of systems is between 8 and 10 years of age.

3) To provide extended service to existing legacy systems (those being near or beyond the serviceability age but are still in use at the school sites), we keep a set of replacement parts available. This is done by scavenging usable components from discarded systems that are no longer in service and beyond the serviceability standards.

FINANCIAL INFORMATION

There is no financial impact

RECOMMENDATION: It is recommended that the Board approve the surplus e-waste disposal.
--

Mac laptops	9
PC laptops	2
PC desktops	27
Mac desktops	6
Laser printer	2
Inkjet printer	11
Displays	28
UPS	3
VCR	2
Overhead projectors	6
Typewriter	1
Televisions	5
Tape recorder	1
Boxes of misc cables	2

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of December 6, 2011

**ITEM: RATIFY AGREEMENT FOR SERVICES BETWEEN ALBANY
UNIFIED SCHOOL DISTRICT AND CALIFORNIA SCHOOL
BOARDS ASSOCIATION**

PREPARED BY: Marla Stephenson, Superintendent

TYPE OF ITEM: CONSENT AGENDA

BACKGROUND INFORMATION:

Date of Service:
December 12, 2011

Description of Services:
Prepare for, conduct, and develop a report for a Board of Education Self Evaluation workshop on December 12, 2011 from 5:00 p.m. – 9:00 p.m.

Cost not to exceed:
\$600.

☐ Standard Contract

☒ **Contract deviates from Standard Contract.**

FINANCIAL INFORMATION:

Funding Source: General Fund

RECOMMENDATION: Ratify Agreement for Services Between Albany Unified School District and California School Boards Association.

THIS Agreement made and entered into by and between the CALIFORNIA SCHOOL BOARDS ASSOCIATION, INCORPORATED, a nonprofit California corporation, hereinafter referred to as "CSBA" and Albany Unified School District hereinafter referred to as "District."

CSBA agrees to provide a Board Self Evaluation workshop. The workshop will be conducted on December 12, 2011 from 5:00 p.m. – 9:00 p.m. in the City of Albany, California, at AUSD, 1051 Monroe Street, Albany.

The parties hereby agree as follows:

1. DUTIES AND RESPONSIBILITIES OF DISTRICT

1.1 District agrees to:

- a. Request attendance by all board members and the superintendent of Albany Unified School District as requested by CSBA;
- b. Provide appropriate facility for the session; and

2. DUTIES, RESPONSIBILITIES AND RECOMMENDATIONS OF CSBA

2.1 CSBA agrees to:

- a. Provide a sixty (60) question electronic survey by 11/22/11 with a 12/7/11 submission deadline (15 day turn-around time).
- b. The results of the survey will be provided to AUSD by 12/8/11 to be included in the 12/12/11 Special Meeting Agenda Packet.
- c. Provide all copyrighted course materials as needed for the session;
- d. Perform the consulting services described above; and
- e. Provide summary materials from the consulting services.

3. COMPENSATION AND OTHER EXPENSES

3.1 In consideration for the consulting services, the District agrees to pay CSBA a base fee of \$600, plus reasonable expenses.

3.2 Payment is due upon receipt of invoice from CSBA, following the service delivery.

4. CONTRACT TERMINATION

4.1 The terms of the Agreement shall terminate no later than June 30, 2012, or sooner if all provisions have been satisfied.

- P34 4.2 Unless otherwise terminated pursuant to this Agreement. CSBA or District may terminate this contract without cause by giving thirty (30) days written notice to the other party.
- 4.3 Should CSBA default in the performance of this Agreement or materially breach any of its provisions, District at District's option, may terminate this Agreement by giving written notification to CSBA.
- 4.4 Should District default in the performance of this Agreement or materially breach any of its provisions, CSBA, at CSBA's option, may terminate this Agreement by giving written notification to District.

5. GENERAL PROVISIONS

- 5.1 For the purposes of communication between the parties, the following shall be the representatives of the parties:

Dr. Patricia Low Board President	Marla Stephenson Superintendent	Angelo Williams, Ed.D. Assistant Executive Director, Leadership Dev. & Policy Analysis California School Boards Association 3100 Beacon Boulevard West Sacramento, CA 95691 Phone: (916) 669-3293 Fax: (916) 669-3293
Albany USD	Albany USD	
1051 Monroe St.	1051 Monroe St.	
Albany, CA 94706	Albany, CA 94706	
Phone: 510 558- 3750	Phone: 510 558- 3750	

- 5.2 This Agreement is the entire agreement and supersedes any oral or written agreements previously entered into concerning the conduct of the consulting services.
- 5.3 If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force.
- 5.4 This Agreement will be governed and construed according to the laws of the State of California.

AGREED

ALBANY UNIFIED SCHOOL DISTRICT

BY: _____
Marla Stephenson, Superintendent

DATED: _____

CALIFORNIA SCHOOL BOARDS ASSOCIATION

BY: _____

DATED: _____

Angelo Williams, Ed.D.
Assistant Executive Director,
Leadership Development & Policy Analysis

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of December 6, 2011

**ITEM: APPROVE INDEPENDENT CONTRACTOR SERVICES
AGREEMENT BETWEEN ALBANY UNIFIED SCHOOL
DISTRICT AND LEAP IMAGINATION IN LEARNING FOR
VISUAL AND PERFORMING ARTS PROGRAMS AT CORNELL
AND OCEAN VIEW SCHOOLS**

PREPARED BY: MARSHA A. BROWN, DIRECTOR III – STUDENT SERVICES

TYPE OF ITEM: Consent

BACKGROUND INFORMATION:

Dates of Service:

January 3, 2012 – May 1, 2012

Description of Services:

Contractor will provide the following:

Cornell:

- Theatre residency program in grades K-3 (15 classes total) for a total of 8 weeks, visiting each class for 1 hour a week. There will be 2 performances.

Ocean View:

- Dance in grade K with 5 classes for a total of 11 weeks, with one performance.
- Visual Art in grade 2, in 4 classes, for a total of 10 weeks, with no performances.

Number of Students:

Approximately 568 students

Rate:

\$77.72/hour

Cost not to exceed:

\$16,100

X Standard Contract

 Contract deviates from Standard Contract. Description below.

FINANCIAL INFORMATION:

Funding Source: donations

RECOMMENDATION:

Approve the Independent Contractor Services Agreement between Albany Unified School District and Leap Imagination in Learning for Visual and Performing Arts programs for Cornell and Ocean View Schools

**ALBANY UNIFIED SCHOOL DISTRICT
INDEPENDENT CONTRACTOR SERVICES AGREEMENT**

This agreement is hereby entered into this 8th day of December in the County of Alameda, State of California, by and between the Albany Unified School District, hereinafter referred to as "DISTRICT," and Leap Imagination in Learning

CONTRACTOR

2601 Mission Street Suite 603

MAILING ADDRESS

CITY San Francisco

STATE CA

ZIP 94110

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"):
 Cornell:
 - Theatre residency program in grades K-3 (15 classes total) for a total of 8 weeks, visiting each class for 1 hour a week. There will be 2 performances.
 Ocean View:
 - Dance in grade K with 5 classes for a total of 11 weeks, with one performance.
 - Visual Art in grade 2, in 4 classes, for a total of 10 weeks, with no performances.
2. Contractor Qualifications. Contractor represents and warrants to District that Contractor and all of Contractor's employees, agents or volunteers (the "Contractor 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:
 - ☒ Commence providing services under this AGREEMENT on January 3, 2012 – May 1, 2011 and complete performances no later than May 1, 2012.

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 Contractor 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 Contractor 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 \$16,089 dollars. DISTRICT shall pay CONTRACTOR according to the following terms and conditions:
- a. Such compensation shall be based on:
 - ☒ A flat fee of \$16,089
 - b. Payment method shall be:
 - ☐ Upon Completion.
 - ☐ Date of Service.
 - ☒ Other (Specify): Invoices: 50% due at midway point; 50% due at time of completion.

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, 1051 Monroe Street, 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 or the Contractor Parties, even if such Equipment is furnished, rented or loaned to Contractor or the Contractor 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 Contractor 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 Contractor Parties' use of the site; Contractor's or the Contractor Parties' performance of the Services; Contractor's or the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor Parties and otherwise in connection with this Agreement.

12. Fingerprinting/Criminal Background Investigation Certification. Contractor and the Contractor 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 Contractor 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 Contractor Parties have more than limited contact (as determined by District) with District students during the Term of this Agreement:

☒ All of the Contractor 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 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 Contractor 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:

☐ Contractor 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 Contractor 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:

ALL LEAP ARTISTS

Contractor shall maintain on file the certificates showing that the Contractor Parties was 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. 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.
21. 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.
22. 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.

23. 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.
24. 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.
25. 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:

Title:

Address for District Notices:

Albany Unified School District
1051 Monroe Street
Albany, CA 94706

CONTRACTOR:

Leap Imagination in Learning

Tax Identification Number 94-2602967

By: **Christine Kesler, Operations Manager**

Address for Contractor Notices:

**2601 Mission Street, Suite 603
San Francisco CA 94110**

Date of Board Approval: _____

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of December 6, 2011

**ITEM: APPROVE INDEPENDENT CONTRACTOR SERVICES AGREEMENT
BETWEEN ALBANY UNIFIED SCHOOL DISTRICT AND BERKELEY
CHESS SCHOOL FOR CHESS INSTRUCTION AT CORNELL, MARIN
AND OCEAN VIEW SCHOOLS**

PREPARED BY: MARSHA A. BROWN, DIRECTOR III – STUDENT SERVICES

TYPE OF ITEM: Consent

BACKGROUND INFORMATION:

Dates of Service:

January 9, 2012 – June 8, 2012

Description of Services:

Contractor will provide the following:

At Cornell School, each 3rd grade class (4) will receive one hour per week of chess instruction for six weeks.

At Marin School, all K – 3 classes (14) will receive one hour per week of chess instruction for six weeks.

At Ocean View School, each 1st grade class (4) will receive one hour per week of instruction for ten weeks. In addition, chess instruction will be provided for one hour per week during lunch for students in grades 1 – 5.

Number of Students:

Approximately 600 students

Rate:

\$80/hour

Cost not to exceed:

\$13,160

X Standard Contract

 Contract deviates from Standard Contract. Description below.

FINANCIAL INFORMATION:

Funding Source: donations

RECOMMENDATION:

Approve the Independent Contractor Services Agreement between Albany Unified School District and Berkeley Chess School for chess instruction for Cornell, Marin and Ocean View Schools

**ALBANY UNIFIED SCHOOL DISTRICT
INDEPENDENT CONTRACTOR SERVICES AGREEMENT**

This agreement is hereby entered into this 7th day of December in the County of Alameda, State of California, by and between the Albany Unified School District, hereinafter referred to as "DISTRICT," and The Berkeley School of Chess
CONTRACTOR

MAILING ADDRESS	PO Box 10073
CITY Berkeley	STATE CA ZIP 94709

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"):
 Chess instruction during class time for selected grades at selected schools:
 At Cornell School, each 3rd grade class (4) will receive one hour per week of chess instruction for six weeks.
 At Marin School, all K-3rd grade classes (14) will receive one hour per week of chess instruction for six weeks.
 At Ocean View School, each 1st grade class (4) will receive an hour of instruction for ten weeks. In addition, students in grades 1 -5th will have the option of receiving one hour of chess instruction per week during lunch for 19 weeks.

2. Contractor Qualifications. Contractor represents and warrants to District that Contractor and all of Contractor's employees, agents or volunteers (the "Contractor 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:

☒ Commence providing services under this AGREEMENT on January 9, 2012, and complete performance no later than June 8, 2012.

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 Contractor 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 Contractor 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 dollars (\$13,160). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:
- a. Such compensation shall be based on:
 - ☐ An hourly rate of \$80 for a total of 167 hours. Due to funding constraints, the Contractor has agreed to discount the costs at Ocean View by a total of \$200. Total compensation is not to exceed \$13,160.
 - b. Payment method shall be:
 - ☒ 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, 1051 Monroe Street, 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 or the Contractor Parties, even if such Equipment is furnished, rented or loaned to Contractor or the Contractor 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 Contractor 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 Contractor Parties' use of the site; Contractor's or the Contractor Parties' performance of the Services; Contractor's or the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor Parties and otherwise in connection with this Agreement.

12. Fingerprinting/Criminal Background Investigation Certification. Contractor and the Contractor 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:

☒ The following Contractor Parties have more than limited contact (as determined by District) with District students during the Term of this Agreement:
All Berkeley Chess School employees

☒ All of the Contractor 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 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 Contractor 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:

☒ The following Contractor 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:
All Berkeley Chess School employees

Contractor shall maintain on file the certificates showing that the Contractor 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. 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.
21. 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.
22. 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.
23. 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.

24. 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.
25. 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:

Title:

Address for District Notices:

Albany Unified School District
1051 Monroe Street
Albany, CA 94706

CONTRACTOR:

The Berkeley Chess School

Tax Identification Number: 94-3225242

By: _____

Name: Judy Strain

Title: Program Coordinator

Address for Contractor Notices:

The Berkeley Chess School
PO Box 10073
Berkeley, CA 94709

Date of Board Approval: _____

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of December 6, 2011

ITEM: **APPROVE THE PROPOSED AMENDMENT TO THE SINGLE
PLAN FOR STUDENT ACHIEVEMENT FOR OCEAN VIEW
SCHOOL**

PREPARED BY: MARSHA A. BROWN, DIRECTOR III – STUDENT SERVICES

TYPE OF ITEM: **Consent**

BACKGROUND INFORMATION:

The Board reviewed and approved the Single Plan for Student Achievement (SPSA) for each school in the district on November 1, 2011. Staff and parents at Ocean View have since analyzed the student achievement results from the Math Club provided last year. It was observed that students who showed the highest results on the California Standards Test (CST) were those who had early interventions in 2nd and 3rd grade. Staff and parents are proposing to amend the current SPSA to add math interventions for 4th and 5th graders, and expand math intervention for 3rd graders. The interventions would include additional classroom support during targeted mathematics times (two 30 minute sessions per week) and continuing/expanding the after school math club (intervention) 2 – 3 hours per week after school for grades 3 - 5.

The actual amendment is as follows:

ACTION STEP:

Provide math intervention through classroom support and/or after school math club for targeted Tier 2 students who demonstrate below grade level proficiency.”

FINANCIAL INFORMATION:

Funding Source: school site funds

RECOMMENDATION:

Approve the proposed amendment to the Single Plan for Student Achievement for Ocean View School

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

P51

Regular Meeting of December 6, 2011

**ITEM: LIVERMORE BERKELEY NATIONAL LABORATORY TASK
FORCE REPORT**

PREPARED BY: Marla Stephenson, Superintendent

TYPE OF ITEM: STAFF REPORT

BACKGROUND INFORMATION:

The Albany City Council formed a twenty-five member task force to study the subject of Golden Gate Fields as the Livermore Berkeley National Laboratory's 2nd Campus and requested five nominations from the Board of Education, one from each member to meet once a month for a six month duration.

The following nominations were made:

Board Member	Nominee
Pat Low	Dolores Dalton
Paul Black	Amy Tick
Ron Rosenbaum	Charlie Blanchard
Allan Maris	Spencer Perry
Jonathan Knight	Edward Gong

Attached is report and back up material submitted by the Board of Education's nominees.

LIVERMORE BERKELEY NATIONAL LABORATORY TASK FORCE REPORT

1 Overview (Dolores) (5 minutes). ... Summary of the plans for the site, the proposed roles of Stronach, LBL, and UC, the Task Force's work, the possibility of an initiative, and the state of uncertainty we are presently in;

2. Thoughts about how to advance the interests of the school district in the waterfront discussion (2 minutes each):

A. Amy---Importance of retaining experts (lawyers, financial consultants) who can advise on how best to represent the school district's interests in any waterfront development discussions, and the importance of thinking long term and in a visionary way about the relationship between the school district and the waterfront property owners/developers;

B. Edward---District should think about how best to create an educational partnership with LBL, and perhaps memorialize the terms of that partnership in the development agreement. Possibilities---internships for high school students, STEM model, taking all elementary students to the lab, after-school programs staffed by LBL employees, grad students, etc.

C. Spencer---District should strengthen relationship with the lab even if Albany is not chosen. Should stay in the discussion about the second campus, and delegate task force members or others to make contact with lab representatives to create an educational partnership with LBL's existing site and the second campus, no matter where it is;

D. Charlie--- The school district should think expansively about maximizing the district's interests in any waterfront development, beyond merely replacing revenue lost if the race track closes. The question should be posed to LBL how it would define its potential contributions to the Albany community if Albany is chosen as the location for the second campus;

E. Dolores---Making the waterfront more usable and an integral part of the community, connected to the rest of Albany, advances the interests of Albany's youth, and fits with a more holistic view of the school district's role in educating the whole child.

Scenario:

The Golden Gate Fields property consists of approximately 100 acres in Albany and approximately 40 acres in Berkeley. The Stronach Group (TSG) is the developer and land owner, although title is under Golden Gate Land Holdings LLC., and has been through various corporate restructurings over the years.

TSG is exploring the following scenario for the development, ownership, and lease of the property:

- TSG will continue to own all of the property.
- TSG will develop up to 2 million square feet of buildings, in phases, to be used by Lawrence Berkeley National Laboratory (LBNL) for office space, laboratories, parking, and related uses.
- Upon completion of the buildings and facilities designated for use by LBNL, the University of California (UC) will purchase the buildings from the Stronach Group.
- UC will lease the buildings and facilities to LBNL. At the same time, TSG will lease the land under the buildings and a designated perimeter around the buildings to the University. It is expected that UC will also lease the perimeter area to LBNL.
- Currently, LBNL anticipates that the majority of its funding will be obtained from the US Dept of Energy.
- LBNL will be fully located in Albany
- TSG will develop other buildings and facilities on the property that will have commercial lab, office space, hotel, retail, and residential uses. The ownership and/or lease arrangements of the other buildings is unknown at this time.
- TSG will designate an area for public open space. It is the City's understanding that TSG's current thinking is that this open space will be developed, owned, and maintained by TSG. Since much of the open space is adjacent Eastshore State Park, there is the possibility for public ownership, operations and/or maintenance for some or all of this area.

Response to City of Albany on Potential Golden Gate Fields(GGF)/ Lawrence Berkeley National Laboratory(LBNL) Development

This response is based solely on the scenario as stated. Any change in the scenario could invalidate the response.

Question #1: Assuming the framework for development is as stated above, how/what would the Assessor's Office determine the tax obligations to be?

Answer #1, Part I: All property owned by GGF or any non exempt entity would be assessable under the proposed scenario. The improvements owned by the University of California would be considered as Improvements on Leased Land and statutorily exempt.

Question #1, Part II: Is there any lease, ownership or other framework under which the land or buildings that the University or LBNL occupy could be partially or fully taxable?

Answer #1, Part II: The land leased to the University of California would be taxable since the exempt Agency does not own it. If LBNL leases the buildings or land from the University of California the buildings and/or land they lease would be valued under the Possessory Interest provisions and enrolled on the unsecured roll. LBNL would be assessable unless they applied and qualified for a full or partial exemption.

Question #1, Part III: Is lease term length a factor?

Answer #1, Part III: If over 35 yrs on the land, that lease would be considered an assessable event. On the Possessory Interest portion, the lease term would only affect the capitalization term used in the Possessory Interest appraisal process.

Question #2: What if LBNL or the University uses any portion of the facilities it leases or owns for commercial purposes?

Answer #2: If LBNL subleases any of their space to a private concern, no new account would be created since the space is already being assessed under the master lease for a possessory interest. If the University leases property that was not included in the LBNL leased Possessory Interest, that may constitute a new Possessory Interest to the lessee.

Question #3: Is there any mechanism that the City or AUSD can employ to prevent property from being removed from the tax rolls? Is there a mechanism that the property owner can employ to continue taxation on the property?

Answer #3: No. If a property is statutorily exempt by law or qualifies for a different type of exemption we must recognize that and either assess at a zero value or a value that is in accord with the type of exemption for which they qualify.

Question #4, Part I: What are the tax ramifications of designating public open space?

Answer #4, Part I: If the open space remains in the developer's name, it will remain taxable. The land may be assessed at a lower value since it is not a buildable site. If the open space is covered in CCR's that designate it as a common area such that all the occupants own their percentage of it, the value may be zero because part of the common area value is included in the purchase price or value of the individual parcels.

Question #4, Part II: How can the City and AUSD ensure that the land owner will continue to pay current and future ad valorem, parcel taxes, and special assessments on the public open space?

Answer #4, Part II: As long as the open space is in the developer's or a private individual's name and not a common area or space accepted by a exempt agency, the owner would be responsible for the taxes.

Question #5: Are you aware of what might be alternatives for structuring developer, land owner, or non-taxed entity payment of current and future taxes and tax rates?

Answer #5: No. This is out of our area of expertise. You may have to contact the Tax Collector or Auditor's Office for this.

Question #6, Part I: Are there any parcel taxes or special assessments that the property owner, developer and/or University/Lab can be required to continue to pay.

Answer #6, Part I: This is out of our area of expertise. You may have to contact the Tax Collector or Auditor's Office for this.

Question #6, Part II: Are you aware whether other public agencies like cities and school districts have negotiated payment agreement in situations where the property owner or owner of improvements negotiated payment by agreement in situations where the property owner were not obligated under the tax laws to pay?

Answer #6, Part II: No.

Question #7: Does your office have any insights as to whether the City's property transfer tax ordinance requires tax payments associated with the lease of the land or sale of the buildings to the University/Lab? For example, if the tax is imposed on both parties to the transaction and one party is a tax exempt entity, is your office aware of any reason why the City cannot require the private owner (seller) to pay its transfer tax?

Answer #7: This would be better directed to the Clerk Recorder's Office.

What We Don't Know (as of 11/20): Open Questions and Missing Information

- Amount of acreage allocated for each use, including roads, walkways, infrastructure, etc.
- Whether drawings shown in Master Plan, presented on 10/16 portray square footage delineated and intended to be built
- If a final site plan will relate closely to the Conceptual Master Plan shown on 10/16
- If proposed development will/can be further compacted
- When a final land use plan will be developed, presented, and confirmed (prior to Initiative, or in conjunction with EIR and proposed Development Agreement?)
- Timing and final land uses/ building amounts for Phase One (beyond LBNL) as well as timing for subsequent phases
- What happens if LBNL does not build beyond Phase One
- What happens if private development beyond Phase One is not determined by the developers to be feasible
- What happens if LBNL is not awarded the lineal accelerator project
- If LBNL would build at the GGF site without community support
- Whether height zones restrict amount of building sq. ft. at certain heights
- How many parking spaces will be required by LBNL, City of Albany, City of Berkeley,
- Whether parking area shown in conceptual master plan is sufficient for the number of cars required
- Whether final parking structure(s?) would block views
- What would happen if, in the future, UC decides to fence off, or severely restrict access to the part of the site where its buildings are situated.
- What type of research does LBNL plan on conducting at the 2nd campus. Beyond Phase One?
- What are the risks to public health and safety, as well as mitigations and monitoring plans?
- Breakdown of infrastructure costs by component; and what the most current estimate is for the total infrastructure costs
- Whether open space costs (land value, development, maintenance as public park) are included in the infrastructure costs being estimated by the developer as "costs"
- What portion of the infrastructure supports LBNL, and how much LBNL will pay toward infrastructure costs
- Other views from Albany Hill and from requested public locations, including Bulb, Beach, Freeway have not been shown
- Depictions of views based on more current site plan and height distribution

What We Don't Know (as of 11/20): Open Questions and Missing Information

- What the architecture will look like and who the architects for the project will be (Does LBNL select its own architects? Does TSG select architects for the private portions? Does a chain hotel select its architect?)
- How aesthetics and architectural quality will be defined and ensured (Will Design Guidelines be developed with the City of Albany in advance of any permits? Will LBNL buildings conform to Design Guidelines? Will Design Guidelines be included within the body of the Development Agreement?)
- Are roads included in the open space calculations and set back calculations?
- Is surface parking included in the open space calculations?
- What is the format for ownership of the public open space
- When will the resolution of pending court action related to Bay Trail property be revealed?
- When will the ownership/lease arrangements between UC and TSG will be determined and revealed to the public?
- When will the issue of ownership of public open space be decided?
- What happens if UC sells the land at a later date and/or uses the property for non-educational uses?
- Assuming a Development Agreement is successfully negotiated between The Stronach Group and the city of Albany, will that Agreement be transferable to a new landowner, or do the entitlements rest with the current owner?
- What land values that will be used to determine transfer tax responsibility if all or part of the property is sold?
- When will the language and/or the proposed content for the developer's Initiative be shared with the community, TF, or the City?
- Can/will the Initiative language ensure full CEQA review and allow for City Council discretion to not approve a project that meets criteria included in an Initiative but is found through the CEQA process to have deleterious impacts?
- What happens if the voter initiative passes in one city (Albany or Berkeley) and does not pass in the other city (Albany or Berkeley)?
- Whether the developer/landowner has other plans for the site at this time.
- What role would the Initiative have if the City and TSG cannot come to a successfully negotiated Development Agreement ?
- Potential environmental and safety hazards are not known at this time; information on these issues will be researched during the CEQA process.
- How will (can) potential hazards be mitigated?
- Traffic impacts of the proposed project
- How traffic impacts will be mitigated
- Whether any traffic studies will be done and analyzed prior to the Initiative vote
- What toxics will be generated and how will they be disposed?
- How will (can) potential hazards be mitigated?

What We Don't Know (as of 11/20): Open Questions and Missing Information

- What commitments will be made to integrated renewable technologies prior to Development Agreement negotiations?
- What is the fiscal impact of a project of similar scale (4.5 million square feet of building plus associated parking) if all of the development was taxable (best and highest use) ?
- Is there a feasible scenario for development without LBNL? (City needs to do a study)
- Is a development with less building bulk and height feasible?
- What plans might be contemplated by the owners if LBNL selects another site?
- When will TSG (or the city) provide information as to market studies and feasibility of non-LBNL project options?
- What is the economic value of new public open space at the waterfront?
- Feasibility / market analysis of a hotel in Albany (no market studies conducted)
- How would future parcel taxes be handled at GGF site?
- Might revenues for the district be *higher* than those currently generated by GGF?
- How would bond repayment obligations be handled by the owners of the GGF site, if revenues are not provided through the siting of a public laboratory?

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Regular Meeting of December 6, 2011

ITEM: 2011-12 1st Interim Financial Report
Under Separate Cover

PREPARED BY: Laurie Harden, Assistant Superintendent, Business

TYPE OF ITEM: Action

BACKGROUND INFORMATION

The 1st Interim Financial Report is the first of two interim budget reports required by AB 1200, which was passed into law in 1991, and became effective on January 1, 1992. AB 1200 was enacted to establish a process of fiscal monitoring to ensure fiscal solvency for school districts and county offices. Districts are required by Education Code 42130 to submit a report on their financial status as of October 31 and January 31. The purpose of the report is to determine an appropriate certification to the State of California regarding the District's ability to meet its financial obligations for the current and two subsequent fiscal years. The Alameda County Office of Education is responsible for reviewing the report and the District's certification (positive, qualified or negative).

FINANCIAL INFORMATION

As of the 1st Interim Financial Report, the Albany Unified School District will be able to meet its financial obligations for the current and two subsequent years.

The 1st Interim Financial Report is separately bound and accompanies the Board agenda. Additional copies are available at the District Office.

RECOMMENDATION: It is recommended that the Board approve a positive certification for the 2011-12 1st Interim Report and the related budget revisions.

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP****Regular Meeting of December 6, 2011**

ITEM: RECONFIRM ALBANY UNIFIED SCHOOL DISTRICT
MISSION STATEMENT AND ALBANY UNIFIED SCHOOL
DISTRICT VALUES AND BELIEFS

PREPARED BY: Marla Stephenson, Superintendent

TYPE OF ITEM: REVIEW & ACTION

BACKGROUND INFORMATION:

The Albany Unified School District Mission Statement and the Albany Unified School District Values and Beliefs were developed on October 2 & 3, 2009 by the Strategic Planning Committee and adopted by the Albany Unified School District Board of Education on April 20, 2010 at a regular meeting.

The Albany Unified School District is seeking the Board of Education's approval to reconfirm the Albany Unified School District Mission Statement and the Albany Unified School District Values and Beliefs that are attached hereto.

FINANCIAL INFORMATION:

None

<u>RECOMMENDATION:</u> Reconfirm Albany Unified School District Mission Statement and Albany Unified School District Values and Beliefs.

AUSD Mission Statement

Created October 2 & 3, 2009 by the Strategic Planning Committee

Adopted by the Board on April 20, 2010

The mission of AUSD is to provide excellence in public education, empowering 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.

AUSD Values and Beliefs

Developed on October 2 & 3, 2009 by the Strategic Planning Committee

Adopted by the Board on April 20, 2010

- A safe and supportive learning environment for all promotes student achievement and embraces diversity within our community.
- Teachers, support staff, administrators, parents, and the community share the responsibility for advancing the school system mission, goals, and promoting learning across the system.
- Each student is a valued individual with unique physical, social, and emotional needs.
- All students can develop a deep understanding of essential knowledge and skills, apply their learning, produce quality work, think critically, and become contributing members of society.

